

PBC COPY

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TO BE EXECUTED IN DUPLICATE

BOOK 1:

**PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND
EXECUTION DOCUMENTS**

CONTRACT NO. 1476

**AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL
3231 N. SPRINGFIELD
NEW CONSTRUCTION
05080**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Erin Lavin Gabonargi
Executive Director**

**Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com**

Any contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring Requirement);" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the drawings.

JUNE 2008

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- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**
- 2. Insurance Requirements**
- 3. Community Area Map**

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I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 2A, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

1. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

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NEW CONSTRUCTION
05090

Bidders must be pre-qualified by the PBC to bid on this Project.

2. General Description of Scope of Work:
 - a. As further described in the detailed specifications, and drawings, a 104,709 square foot, three story masonry building, serving students from pre-K to 8th grade. Work includes but is not limited to site work, concrete foundations, envelope consisting of unit masonry, aluminum window walls and storefront, roofing (including green roof area); interior consists of gypsum and masonry walls and partitions, resilient, terrazzo and tile floors. Construction to include, but not limited to classrooms, library, gym with stage, warming kitchen and dining facilities, administrative and support area, landscaping, mechanical, electrical, plumbing, and standard elementary school finishes and amenities.
 - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$28,000,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 30

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6. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the Avondale and Logan Square Community Areas as designated on the Exhibit #3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
8. Documents Available at: Best Imaging Solutions, 20 E. Randolph, Chicago, IL, Telephone: 312-357-9050, attn: David Papadopoulos
9. Online Construction Documents Available at: <http://www.designbidbuild.net/BestImaging?PBC>
10. Pre-Bid Meeting Date, Time, and Location: **Monday, November 24, 2008 at 10:00AM** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. *Mandatory Technical Review Meeting: **Monday, December 1, 2008 at 10:00AM room CL115**
***NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. Bid Opening Date and Time: **Friday, December 19, 2008 at 2:00PM**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$500,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): **At the Contractor's own expense.**
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**

B. Time of Completion

Substantial Completion of the Work must be achieved no later than (485) Days after the Notice to Proceed.

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$500,000.00.
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) set of electronic documentation and one (1) hard copy set of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

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E. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph B above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Substantial Completion of Phase (s), Milestones, or Project	\$5,000 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

F. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of labor.

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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, email: janicemeeks@cityofchicago.org or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

C. Inspection of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

D. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with

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the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
 - a. Contractor's Bid Form
 - b. Bid Guarantee
 - c. Basis of Award (Award Criteria)
 - d. Unit Prices
 - e. Affidavit of Non-collusion
 - f. Schedule B - Joint Venture Affidavit with supporting documentation (if applicable)
 - g. Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
 - h. Schedule E - Request for Waiver from MBE/WBE Participation (if applicable)
 - i. Affidavit of Uncompleted Work
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a. Financial Statement
 - b. Disclosure Affidavit
 - c. Statement of Bidder's Qualifications
8. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

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G. Bid Deposit:

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

H. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

I. Affidavit of Non-Collusion

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

J. MBE and WBE Commitments

Each Bidder shall submit with its Bid a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the contract:

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The apparent low bidder must provide complete Schedule C- Letter of Intent from MWBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid within 5 Days of the date set for bid opening.

K. Affidavit of Uncompleted Work

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder's own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

L. Bidder's Financial Statement

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier than the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

M. Disclosure Affidavit

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit.

N. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

O. Disclosure of Retained Parties

The apparent low Bidder and the apparent 2nd low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

P. Submission of Bid

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the

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envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

Q. Withdrawal of Bids before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

R. Opening of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

S. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

T. Basis of Award

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

U. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose

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- a) *Insurance To Be Provided By the Contractor*
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
 4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
 5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

V. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

W. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago.

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X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Tuesday, January 20, 2009 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1476, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

Addendum 01 (Dated November 25th, 2008)

Addendum 02 (Dated December 12th, 2008)

Addendum 03 (Dated December 17th, 2008)

Q ADDENDUM 04 (DATED DECEMBER 19th, 2008)

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information."

The Base Contract Price listed below, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

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ADDENDUM NO. 3

BID FORM

	AMOUNT
Work	\$ 24,714,658
Site Work Allowance	\$150,000.00
Commission's Contingency Fund	\$500,000.00
CCTV	\$200,000.00
Data Switch	\$175,000.00
TOTAL BASE BID	\$ 25,739,658

AWARD CRITERIA FIGURE

(See Section V. Proposal Support Document, line 15 of Award Criteria Figure):

\$ 24,780,856

BASE CONTRACT PRICE: \$ 25,739,658

SURETY: Please specify full legal name and address of Surety:

Continental Casualty Company

333 E. Butterfield Road, Suite 810

Lombard, Illinois 60418

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL
 ADDENDUM NO.3

SITE WORK ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00

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 ADDENDUM NO.3

23	Furnish, place and compact aggregate material CA-6	Ton	\$16.00
24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00
25	Furnish, place and compact drainage material CA-7	Tons	\$16.00
26	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
29	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
30	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00

Total Allowance Fund = \$150,000.00

NOTES:

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

REVISED SITE WORK ALLOWANCE, dated DEC 17, 2008
ADDENDUM NO. 3

PUBLIC BUILDING COMMISSION OF CHICAGO
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B. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Edward Johnson
Secretary

Richard M. Waley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Leopardo-Reyes, AJV
Contractor Name

5200 Prairie Stone Parkway
Hoffman Estates, IL 60192
Address

If a Corporation:

By _____

President
Title of Signatory

ATTEST:
By _____

Secretary
Title

CORPORATE SEAL

If a Partnership: Leopardo Companies, Inc.

Michael W. Behm, AIA Michael W. Behm

5200 Prairie Stone Parkway Hoffman Estates, IL 60192
Address

Partner
Reyes Group, LTD
Marcos G. Reyes Marcos G. Reyes

15515 South Crawford Ave. Markham, IL 60428
Address

Partner _____

Address _____

Partner _____

If a Sole Proprietorship:

Signature _____

NOTARY PUBLIC

County of LaSalle State of Ill

Subscribed and sworn to before me on this 19 day of December, 2008

Michele L. Retondo
Notary Public Signature

Commission Expires: 11/1/2010



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

Leopardo Companies, Inc

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on September 30, 2008, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated December 19, 2008 to the Public Building Commission of Chicago, for Contract No. 1476 of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

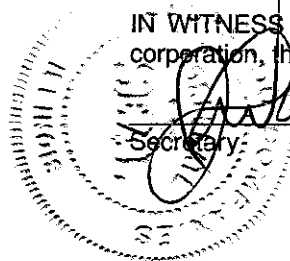
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President: Richard S. Mattioda
Vice President: Michael W. Behm, AIA
Secretary: Sal T. Leopardo
Treasurer: Sal T. Leopardo
Assistant Secretary: John D. Ward, Jr.
Acting

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 19 day of December, 2008

Sal T. Leopardo
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of
Reyes Group Ltd.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on July 14, 2008, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated December 19, 2008 to the Public Building Commission of Chicago, for Contract No. 1476 of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

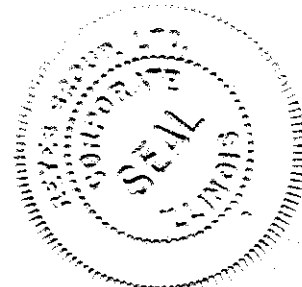
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President:	<u>Marcos G. Reyes</u>
Vice President:	_____
Secretary:	<u>Marcos G. Reyes</u>
Treasurer:	<u>Marcos G. Reyes</u>
Assistant Secretary:	<u>Lisa A. Nolan</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 19 day of December, 2008

Marcos G. Reyes
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1476
 AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the *Equal Employment Act* and the *Illinois Human Rights Act*.

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>25,739,658</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.4</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>411,835</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.5</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>386,095</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>0.5</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>128,698</u> (M)
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project.	<u>0.0</u>

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(Maximum figure 0.10)

Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.025</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>19,305</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.05</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>12,870</u>
Line 14.	Summation of Lines 9, 11, and 13	<u>958,802</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>24,780,856</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>24,780,856</u>

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part V.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the project area as stated in Section II.A.G., above..

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

- a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata

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as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

PUBLIC BUILDING COMMISSION OF CHICAGO
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AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

6. Major Trades

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Technical Engineers
Ornamental Iron Workers	Tuck Pointers
Lathers	

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Commission.

7. Trade Participation - For Information Only

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

<u>TRADE PARTICIPATION</u>	<u>PERCENT OF MINORITY</u>
<u>Bricklayers</u>	<u>30%</u>
<u>Carpenters</u>	<u>35%</u>
<u>Cement Masons</u>	<u>25%</u>
<u>Electricians</u>	<u>25%</u>
<u>Glaziers</u>	<u>15%</u>
<u>Ornamental Iron Workers</u>	<u>25%</u>
<u>Lathers</u>	<u>25%</u>
<u>Operating Engineers</u>	<u>30%</u>
<u>Painters</u>	<u>40%</u>
<u>Plasterers</u>	<u>40%</u>
<u>Plumbers</u>	<u>35%</u>
<u>Roofers</u>	<u>35%</u>
<u>Sheet Metal Workers</u>	<u>40%</u>
<u>Sprinkler Fitters</u>	<u>35%</u>

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Richard S. Mattioda being first duly sworn, deposes and says that:

(1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of Leopardo Companies, Inc
the Bidder that has submitted the attached Bid;

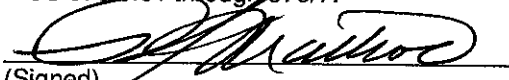
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.


(Signed)

President

(Title)

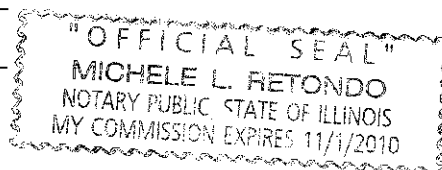
Subscribed and sworn to before me this 19 day of December 2008



HR

(Title)

My Commission expires: 11/1/2010



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Marcos G. Reyes, being first duly sworn, deposes and says that:

(1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of Reyes Group, LTD.
(the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

Marcos G. Reyes
(Signed) Marcos G. Reyes
President

(Title)
Subscribed and sworn to before me this 19 day of December 2008

Michele L. Retondo
HR
(Title)
My Commission expires: 11/1/2010



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

1. Name of joint venture Leopardo-Reyes, AJV

2. Address of joint venture 5200 Prairie Stone Parkway
Hoffman Estates, IL 60192

3. Phone number of joint venture 847-783-3212

4. Identify the firms that comprise the joint venture
Leopardo Companies, Inc
Reyes Group, LTD

A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

See attached Joint Venture Agreement dated December 17th, 2008

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

See attached PBC RFQ for Prequalification to Bid as General Contractor

5. Nature of joint venture's business
General Contractor

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE?
25 %

8. Specify as to:

A. Profit and loss sharing 25 %

B. Capital contributions, including equipment 25 %

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

None

D. Describe any loan agreements between joint venturers, and identify the terms thereof.

None

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

See attached Joint Venture Agreement dated December 17, 2008

B. Management decisions such as:

1) **Estimating**

See attached Joint Venture Agreement dated December 17th, 2008

2) **Marketing and Sales**

See attached Joint Venture Agreement dated December 17th, 2008

3) **Hiring and firing of management personnel**

See attached Joint Venture Agreement dated December 17th, 2008

4) **Other**

See attached Joint Venture Agreement dated December 17th, 2008

C. Purchasing of major items or supplies

See attached Joint Venture Agreement dated December 17th, 2008

D. Supervision of field operations

See attached Joint Venture Agreement dated December 17th, 2008

E. Supervision of office personnel

See attached Joint Venture Agreement dated December 17th, 2008

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

See attached Joint Venture Agreement dated December 17th, 2008

Leopardo Companies, Inc. to provide accounting services

G. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

See attached Joint Venture Agreement dated December 17th, 2008

10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

Leopardo Companies, Inc.
Name of Joint Venturer
[Signature]
Signature
Michael W. Behm, AIA
Name
Vice-President
Title
December 19, 2008
Date
State of IL County of Cook

On this 19 day of December, 2008
before me appeared (Name)
Michael W. Behm, AIA
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)
Leopardo-Reyes, AJV
to execute the affidavit and did so as his or her

free act and deed.
[Signature]
Notary Public

Commission expires:
(SEAL) 11/1/2010
"OFFICIAL SEAL"
MICHELE L. RETONDO
NOTARY PUBLIC, STATE OF ILLINOIS
JUNE 2008 MY COMMISSION EXPIRES 11/1/2010

Reyes Group, LTD.
Name of Joint Venturer
[Signature]
Signature
Marcos G. Reyes
Name
President
Title
December 19, 2008
Date
State of IL County of Cook

On this 19 day of December, 2008
before me appeared (Name)
Marcos G. Reyes
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)
Leopardo-Reyes, AJV
to execute the affidavit and did so as his or her

free act and deed.
[Signature]
Notary Public

Commission expires:
(SEAL) 11/1/2010
"OFFICIAL SEAL"
MICHELE L. RETONDO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/1/2010

JOINT VENTURE AGREEMENT – CONSTRUCTION
Avondale Irving Park Elementary School

THIS JOINT VENTURE AGREEMENT (“Agreement”), made and entered into this 17th day of December, 2008, by and among Leopardo Companies, Inc., a Illinois corporation with offices at 5200 Prairie Stone Parkway, Hoffman Estates, IL 60192 (hereinafter called “Leopardo”) and Reyes Group, Ltd, an Illinois corporation with offices at 15515 S. Crawford Ave, Markham, IL 60428 (hereinafter called “Reyes”), each individually referred to as a “Party” and jointly referred to as the “Parties.”

This Agreement is made with the following Recitals of facts and objectives as background:

A. Public Building Commission of Chicago, (“Owner”) has advertised for a bid for the construction of Avondale Irving Park Elementary School, (the “Project”) on which bids are to be submitted on or about Friday, December 19, 2008 at 2:00 p.m.

B. The Parties have agreed to form a joint venture (“Joint Venture”) to submit a joint bid (“Bid”) and, if possible, to obtain a contract (“Prime Contract”) with the Owner for the performance of the Prime Contract, including any additions or modifications thereof and completion of the Project (collectively the “Work”) and for no other purposes.

C. Each of the Parties to this Agreement is now, and has been, engaged in the construction industry.

D. Each of the Parties to this Agreement acknowledges that each of them possesses skills and expertise unique in the construction industry necessary not only for the formation of this Joint Venture, but for the successful performance and completion of the Work.

E. Each of the Parties to this Agreement acknowledges that by executing this Agreement the Party undertakes and assumes various duties towards performance and completion of the Work which duties, and the performance thereof, are unique to the skills and expertise of the Party.

F. Each of the Parties to this Agreement acknowledges that it has a substantial interest in having each of the other Parties hereto perform their respective unique skills, expertise and duties, all as required for the performance and completion of the Work.

G. The Parties desire to enter into this Agreement in order to fix and define between themselves their respective responsibilities, interests and liabilities in connection with the submission of the Bid and the performance and completion of the Work, in the event the Prime Contract is awarded to them.

NOW, THEREFORE, in consideration of the Premises and in order to consummate the intent of the Parties set forth in the foregoing Recitals, which Recitals are made an integral part of this Agreement, the Parties agree as follows:

ARTICLE 1

1. FORMATION OF JOINT VENTURE.

1.1 Formation. The Parties agree to constitute themselves as joint venturers for the purpose of submitting the Bid and for the further purpose of performing and completing the Work in the event that the Prime Contract is awarded to them. The Parties further agree that the Bid, if submitted, and the Work, if the Prime Contract is awarded to them, shall be performed and completed by them as a Joint Venture. The Parties agree that the Joint Venture shall exist as a separate legal entity, distinct from each of the Parties.

1.2 Scope. This Agreement shall extend only to fixing and defining the Parties' responsibilities, interests and liabilities relative to the submission of the Bid and the performance and completion of the Work, and shall have no other purpose.

1.3 Relationship. Nothing contained in this Agreement shall create or be interpreted or construed so as to create any permanent relationship between the Parties or limit their respective rights to carry on their individual businesses for their own benefit, including other work for the Owner which does not relate to the Project.

1.4 Nature of Agreement. Each of the Parties acknowledges and declares that the Project is of a unique nature, taking into account the specifications, the technical and engineering expertise required to construct the Project, certain unique technological, engineering and other features of the Project, the size of the Project and the Work, and the financial commitments by the Parties in respect thereof. Each of the Parties further acknowledges and declares that it is entering into this Agreement with the other Party or Parties because each other Party is uniquely suited to participate in the construction of the Project due to each Party's prior experience in constructing projects of a type generally similar to the Project, including the Parties' unique ability to jointly construct the Project based on the integration among their workforce, financial stability, general compatibility in business ethics and approach to work, experience in bidding and managing work, knowledge of specialty equipment, know-how and other resources required for the efficient, timely, profitable and successful construction of the Project, the liability issues associated with construction of the Project, and the superior skills and experience of the Parties' management and supervisory team assigned to the Project.

1.5 Personal Services Contract. For the reasons set forth herein, it is the Parties' intent that this Agreement and the Parties' rights and obligations thereunder be treated as a personal services contract, which is not assignable, transferable or delegable without the consent of the other Party or Parties, and no Party shall be required to accept or deliver performance to any person or entity other than to each of the Parties hereto.

1.6 Principal Office. The principal office of the Joint Venture shall be located at the Project site or as otherwise determined by the Policy Committee.

1.7 Term. (a) The term of the Joint Venture shall be from the date of this Agreement until terminated and dissolved and the business and affairs of the Joint Venture wound up as provided in this Agreement.

(b) This Agreement and the Joint Venture shall terminate and dissolve automatically and without notice, and the business and affairs of the Joint Venture shall be wound up: (i) in the event that

after the conclusion of all bid selection processes, including any bid protest procedures, the award of the Prime Contract is not made to the Joint Venture; or (ii) if the Joint Venture enters into the Prime Contract with the Owner, when all responsibilities of the Joint Venture under the Contract have been fulfilled, all liabilities have ceased, all accounts with the Owner have been settled and all profits, remaining assets of the Joint Venture and other amounts have been distributed to the Parties in accordance with the provisions of this Agreement.

(c) Notwithstanding anything contained herein to the contrary, if claims of any nature or legal action of any type are brought against the Joint Venture or any of the Parties at any time after the Joint Venture has otherwise been terminated and dissolved and its business and affairs wound up, which claims or legal action relate to or arise out of this Agreement, or the performance and completion of the Work, this Agreement shall nevertheless be considered to have remained in full force and effect and the rights and obligations of the Parties with respect to the resolution of such matters shall be determined by this Agreement.

(d) Except as otherwise specifically set forth herein, no Party shall have any right to withdraw or disassociate from the Joint Venture.

1.8 Title to Joint Venture Property. Title to all Joint Venture property, including all money, equipment, materials, supplies and other property acquired by the Joint Venture, shall be held in the name of the Joint Venture. No Party shall individually have any ownership interest or rights in the Joint Venture property, except, indirectly by virtue of such Party's ownership of an interest in the Joint Venture. No Party shall have any right to seek or obtain a partition of the Joint Venture property, nor shall any Party have the right to demand or receive specific assets of the Joint Venture upon the liquidation of or any distribution from the Joint Venture.

1.9 Party Obligations. Except as otherwise provided herein, each Party agrees to fulfill any obligations of the Prime Contract that by their nature can only be fulfilled by an individual Party as opposed to the Joint Venture.

ARTICLE 2

2. BID AND AWARD.

2.1 Bid and Award. The Bid, if made, and the Prime Contract, if awarded to the Joint Venture, shall be made and entered into in the name of Leopardo-Reyes, AJV. The Prime Contract, if awarded to the Joint Venture shall be carried out and performed by the Parties in the name of the Joint Venture.

2.2 Withdrawal Prior to Bid. The Parties intend that the Bid, including the terms of the Prime Contract, will be acceptable to each and all of them. If the Bid is not acceptable to any Party or Parties, they may withdraw from the Joint Venture, which withdrawal will be treated as a disassociation of such Party from the Joint Venture. The withdrawing Party or Parties cannot otherwise participate in bidding or proposing to the Owner for the Project without the written consent of all other Parties. The remaining Party or Parties are free to continue the Joint Venture and submit a bid or dissolve the Joint Venture and submit a bid in the same name or in a new name. A Party that withdraws prior to the Bid shall not be entitled to any further participation in the profits, management or otherwise of the Joint Venture.

2.3 Costs and Expenses. Each Party shall individually bear all costs it may incur in securing the award of the Prime Contract and no reimbursement of any Bid and pre-award costs will be made to any Party by any other Party or by the Joint Venture, unless otherwise agreed in writing. If a stipend is provided by the Owner, the Parties will share the stipend in accordance with their Share of Profits.

2.4 Related Agreements. The Parties shall from time to time execute such bonds and indemnity agreements, including applications therefore, and other documents as may be necessary in connection with the performance and completion of the Work. It is the intent of the Parties that if performance and payment bonds are required by the Prime Contract, they shall be executed by a surety (or co-sureties) with a surety relationship with each Party.

ARTICLE 3

3. ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS.

3.1 Share of Profits. Except as otherwise provided in Article 7, the interests of the Parties in any profits, and their beneficial interest in all property and equipment acquired and all moneys received in connection with the performance and completion of the Work ("Share of Profits") shall be as follows:

Party	Percentage
Leopardo	75%
Reyes	25%

3.2 Share of Losses. The interest of the Parties in any losses and liabilities that may result from the performance and completion of the Work ("Share of Losses") shall be those percentages as set forth in Section 3.1. Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event the profits of the Joint Venture are insufficient to fully repay all "Working Capital Loans" (as defined in Section 7.3(e)) and all interest due thereon, and such monies are not recovered from each "Defaulting Party" (as defined in Section 7.1) to which such Working Capital Loans have been made, the Parties without Working Capital Loans shall each bear the proportionate share of a Defaulting Party's deficiencies that their Share of Losses bears to the total Share of Losses held by the Parties without Working Capital Loans.

3.3 Reimbursement. If for any reason a Party sustains any liabilities or is required to pay any losses arising out of or directly connected with the performance or completion of the Work, or the execution of any surety bonds or indemnity agreements in connection therewith, which are in excess of its Share of Losses, each of the other Party or Parties shall promptly reimburse such Party the amount of the losses paid and/or liabilities assumed by such Party that are in excess of such Party's Share of Losses, so that immediately after such reimbursement, each Party will have paid the proportionate share of any such amounts equal to its Share of Losses.

3.4 Indemnification. To further assure the intent of this Article 3, each of the Parties agrees to indemnify all other Parties against, and to hold all other Parties harmless from, any and all losses and liabilities arising out of the performance and completion of the Work that are in excess of such Party's Share of Losses. The provisions of this Section 3.4 shall be limited to losses and liabilities that are directly relating to, or arising out of, the performance and completion of the Work or the execution of any bonds or indemnity agreements in connection therewith, and shall not relate to or include any incidental, indirect or consequential losses or liabilities that may be sustained or suffered by a Party.

3.5 Setoff. Each of the Parties hereto (the "Exercising Parties") and the Joint Venture, acting on behalf of the Exercising Parties, shall have the absolute right to set off any and all distributions of profits and/or Joint Venture assets or returns of "Working Capital" (as defined in Section 6.1), due any other Party (the "Other Party") pursuant to this Agreement or any other agreement involving any or all of the Exercising Parties or any of their affiliates or subsidiaries and the Other Party or any of its affiliates or subsidiaries, referred to herein as the "Other Agreements", against all amounts due to the Exercising Parties or any of their affiliates or subsidiaries by the Other Party or any of its affiliates or subsidiaries pursuant to this Agreement or any Other Agreement (including amounts representing a "Working Capital Loan" as defined in Section 7.3(e)).

3.6 Recoupment. Each of the Parties hereto (the "Recouping Parties") and the Joint Venture, acting on behalf of the Recouping Parties, shall have the absolute right to recoup any and all amounts due from a "Defaulting Party" (as defined in Section 7.1) pursuant to this Agreement or any Other Agreement involving any or all of the Recouping Parties or any of their affiliates or subsidiaries and the Defaulting Party or any of its affiliates or subsidiaries against all amounts due the Defaulting Party pursuant to this Agreement or any Other Agreement involving any or all of the Recouping Parties or any of their affiliates or subsidiaries and the Defaulting Party or any of its affiliates or subsidiaries.

3.7 Employee Claims. Notwithstanding any provisions to the contrary contained in this Agreement, each Party (the "Employing Party") agrees to protect, defend, indemnify and hold the Joint Venture and each other Party, their respective agents, officers, directors and employees free and harmless from and against any and all claims, losses, cost, demands, suits and causes of action and every other claim or litigation (including all costs thereof and attorney's fees) of every kind and character which may be brought against each other Party and the Joint Venture by any employee of the Employing Party performing services for the Joint Venture but not actually placed on Joint Venture payroll. Each Party shall waive and/or require its insurers to waive subrogation against each other Party and the Joint Venture for liability assumed by each of the Parties above.

ARTICLE 4

4. POLICY COMMITTEE.

4.1 Establishment. The management of the Joint Venture shall be conducted pursuant to policy established by the Parties acting through a committee ("Policy Committee") which is hereby established.

4.2 Representatives. (a) Each Party shall have a voice in the Policy Committee equal to its Share of Profits. For such purpose each Party is assigned the following number of votes and hereby designates the following representatives to exercise such votes:

<u>Party</u>	<u>Votes</u>	<u>Representatives</u>
Leopardo	3	Richard S. Mattioda, or John D. Ward, or Michael W. Behm
Reyes	1	Marcos G. Reyes

(b) Except as provided in Section 4.2(c) below, upon the occurrence of any "Event of Default" (as defined in Section 7.1), the Defaulting Party's representative on the Policy Committee shall have no

right to participate in the affairs of the Joint Venture or vote on the Policy Committee. All acts, consents and decisions with respect to the performance and completion of the Work shall thereafter be taken solely by the remaining Party or Parties. Subject to the satisfaction of the non-defaulting Party's or Parties' obligations specified in Section 7.3(c), the votes of the Defaulting Party on the Policy Committee shall be allocated to the non-defaulting Party or Parties, in the same ratio as each non-defaulting Party's Share of Profits relates to the total Share of Profits of the non-defaulting Parties.

(c) Subject to the approval of the non-defaulting Parties, after the occurrence of an Event of Default by a Defaulting Party resulting from a breach of its obligations specified in Section 6.1, a Defaulting Party's representative(s) on the Policy Committee may once again be entitled to participate in the affairs of the Joint Venture and vote on the Policy Committee, but only after either (i) all of the "Working Capital Loans" (as defined in Section 7.3(e)) and interest have been paid by the Defaulting Party, or (ii) distributions by the Joint Venture to the non-defaulting Parties have included repayment of all Working Capital Loans and interest; provided, however, that in such event the Defaulting Party shall only be entitled to the number of votes equal to its remaining Share of Profits, as adjusted and determined pursuant to Section 7.3.

4.3 Alternate Representatives. Each Party may, at any time, substitute an alternate in place of any of its above-named representatives by serving written notice to all the other Parties. Each Party's representative or alternate representative on the Policy Committee is hereby granted and shall hereafter possess authority to act for such Party on all matters of interest to it with respect to its participation in the Joint Venture.

4.4 Voting. The Policy Committee has the power to make all decisions by majority vote. As used in this Agreement, a "majority vote" is defined to be any figure greater than one-half of the authorized votes. In the case of a tie vote, the Managing Party will establish the policy or make the decision.

4.5 Powers. The Managing Party (as designated in Section 5.1) is hereby empowered to have direct charge and supervision of all matters necessary to and connected with the performance and completion of the Work, including, without limitation, procuring and maintaining each at the Joint Ventures's cost, the insurance provided by Exhibit A attached. Notwithstanding, the following decisions shall be made by the Policy Committee and are not delegable to any Party:

(a) To determine the time and place of holding its meetings and to establish the policies of the Joint Venture.

(b) To determine and act upon the various matters, expressly or impliedly contained in other sections of this Agreement, which require decision by the Policy Committee.

(c) To determine and act upon all significant matters of joint interest to the Joint Venture, including the purchase of any major equipment.

(d) To determine insurance coverages and limits meeting the minimum requirements set forth in Exhibit A attached hereto, together with insurance reserves and reserves for other potential liabilities that may result from or arise out of the Project.

(e) To consider material claims and disputes of any kind between the Joint Venture and the Owner, subcontractors and/or third parties and to authorize negotiation, arbitration, litigation and/or any other process for their resolution and to authorize the settlement thereof.

(f) To elect the application of the remedies specified in Sections 7.3, 7.4 and 7.5 pursuant to Section 7.2.

(g) To establish the exchange rental rates or sales values of any property between the Joint Venture and any Party or affiliate of any Party.

(h) To establish the valuation of distributions of Joint Venture property to any Party or affiliate of any Party.

(i) To determine whether to extend any loan from the Joint Venture to any Party or affiliate of any Party, not including Working Capital Loans as defined in Section 7.3(e).

4.6 Meetings. The Policy Committee shall generally perform its duties at regularly scheduled meetings, to be conducted quarterly, at which all designated representatives of the Parties are present. Where circumstances warrant, telephonic communication between all Party representatives or their alternates is authorized.

4.7 Costs and Expenses. Except as otherwise provided in the Additional Provisions of this Agreement, the salaries and expenses of each representative on the Policy Committee shall be borne by the Party whom the representative has been designated to represent, and shall not constitute an expense of the Joint Venture.

ARTICLE 5

5. RIGHTS AND DUTIES OF THE PARTNERS; DELEGATION OF AUTHORITY.

5.1 Managing Party. Leopardo is hereby designated as the Managing Party. The Managing Party shall appoint an individual to act as the project manager for the Joint Venture (the "Project Manager").

(a) Leopardo, as the Managing Party and at the request or direction from the Policy Committee, will endeavor to facilitate procurement of necessary supplies, equipment and materials by the Joint Venture, making available to the Joint Venture, where possible, any applicable base discount rates then available to Leopardo under any corporate purchasing program, excluding any volume or similar rebates that may be due Leopardo as part of its own purchasing program.

5.2 Delegation of Authority. Any delegation of authority to any Party or individual or individuals may be revoked by the Policy Committee; provided, however, that if the authority of the individual serving as Project Manager is revoked, the Managing Party shall have the right and obligation to appoint another individual to serve in that capacity.

5.3 Authority to Bind. No Party or individual shall have authority to act for or bind the Joint Venture or the other Parties except in connection with the performance and completion of the Work, and then only pursuant to authority delegated according to the provisions of this Agreement.

5.4 Tax Matters Partner. For federal income tax purposes, the Managing Party shall be deemed the "tax matters partner". For income tax purposes, notwithstanding any other provision of this Agreement, the tax matters partner shall determine the allocation of items of taxable income, losses, and other relevant items in compliance with applicable tax laws consistent with the economic arrangements of the Parties.

5.5 Noncompetition Covenant.

- (a) During the term of this Agreement and during the term of the Contract, each of the Members agrees that it will not (i) participate in any manner in any other teaming efforts that are competitive with the Company for this Project, or (ii) compete independently of the other Members for any work or contracts within the purview of the Contract for this contract. Notwithstanding the foregoing, in the event of dissolution of the Company pursuant to the provisions defined within this agreement, any Member may participate with another competing team in connection with the Project. The provisions of this Section shall not be effected by the termination or dissociation of any Member and shall continue to be binding on former Members in accordance with its terms.
- (b) Nothing herein shall preclude or in any manner restrict any party from marketing and selling its products and/or services to any third parties for purposes unrelated to this Agreement or the Contract. This Agreement applies only to those efforts and activities associated with the Business.

5.6 Nonsolicitation Covenant. During the term of this Agreement and for one (1) year following the final termination hereof, (a) no Member shall solicit, recruit, or employ any employee of any other Member, nor shall any Member induce any employee of any other Member to leave its employ for any reason, unless mutually agreed to by both of the affected Members in writing, and (b) each Member shall immediately notify the appropriate other Member if an employee then on the payroll of the other Member seeks employment with the first Member. The provisions of this Section shall not be effected by the termination or dissociation of any Member and shall continue to be binding on former Members in accordance with its terms.

5.7 Confidential Information Covenant.

- (a) General. The Members anticipate that during the term of this Agreement, it may be necessary to exchange information of a proprietary or confidential nature. The Members recognize that the unauthorized disclosure of Confidential Information of another Member will cause irreparable injury to the competitive position and other proper business interests of that Member. Accordingly, the Members agree to protect each other's Confidential Information in accordance with the terms of this Section. All of the provisions of this Section 5.7 shall survive any termination of this Agreement and any termination or dissociation of any Member.
- (b) Unauthorized Disclosure. Each Member agrees that it shall not disclose except as required by law, or order or power of court, the confidential or proprietary information of another Member to any third party. Each of the Members agrees that it will use the same reasonable efforts to protect the confidential and proprietary information of the other Members from unauthorized disclosure as are used to protect its own Confidential Information. Disclosure of confidential and proprietary information shall be restricted to those individuals who have a "need to know" in order to perform the parties' respective obligations under this Agreement.

(c) Exceptions. The provisions of this Section shall not apply to information which:

- (i) is in the public domain as a result of submission of the proposal on an unrestricted basis or otherwise other than as a result of a breach of the obligations of this Section;
- (ii) is independently known to the receiving Member at the time of receipt through no unlawful act;
- (iii) is disclosed by the receiving Member with the prior written approval of the transmitting Member; or
- (iv) becomes known to the receiving Member from a source other than the transmitting Member or the Company, which third party legally is entitled to have and to disclose such information without restriction.

5.8 Remedies. The Members recognize that the Company will suffer irreparable injury in the event of a breach of the terms of any of Section 5.5, 5.6 or 5.7 by any Member(s). In the event of a breach of the terms of any Sections 5.5, 5.6 or 5.7, the non-breaching Members shall be entitled, in addition to any other remedies and damages available and without proof of monetary or immediate damage, to a temporary and/or permanent injunction, without bond, to restrain the violation of any of Sections 5.5, 5.6 or 5.7 by the breaching Member(s), and any persons acting for or in concert with the breaching Member(s).

ARTICLE 6

6. WORKING CAPITAL REQUIREMENTS.

6.1 Determination of Amounts. The Policy Committee shall determine the amount of capital required to carry out the performance and completion of the Work and to pay for any losses or liabilities resulting therefrom, said amount herein referred to as "Working Capital." Upon such determination, each Party shall contribute the percentage of such Working Capital that is equal to its Share of Losses whenever requested to do so by the Policy Committee. Such contribution shall be made within ten (10) days after request therefor. The Working Capital of a non-defaulting Party shall include any Working Capital Loans deemed made by such non-defaulting Party pursuant to Section 7.3(e).

ARTICLE 7

7. EVENTS OF DEFAULT; ELECTION OF REMEDIES; REMEDIES.

7.1 Events of Default. Each of the following will be considered an event of default ("Event of Default") by a Party ("Defaulting Party"):

(a) Any material breach of a Party's obligations under this Agreement, including, but not limited to:

(i) a Party's failure to promptly contribute its required amount of Working Capital in accordance with the Agreement,

(ii) a Party's attempted assignment, transfer and/or delegation (whether or not such attempt is held valid and binding) of all or any portion of its rights or obligations under this Agreement or the Prime Contract; or (iii) the inability of a Party to obtain the signature of its surety on all bonds required of the Joint Venture for the Project.

(b) Any post-Bid act of disassociation of a Party without the consent of the other Parties.

(c) The following insolvency Events of Default ("Insolvency Event of Default"):

(i) a Party's voluntarily filing of a petition or commencing other proceedings seeking reorganization, liquidation, arrangement or other similar relief under any federal or state law relating to bankruptcy or insolvency;

(ii) a Party's seeking, consenting to or acquiescing in the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official for itself or for a substantial part of its property;

(iii) a Party's making of an assignment for the benefit of creditors;

(iv) a Party's being adjudged a bankrupt or insolvent, or inability to pay its debts generally as they become due;

(v) a Party's consent to the commencement or continuation of bankruptcy, reorganization, liquidation, insolvency or similar proceedings against it or a Party's filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Party in any proceeding of this nature; or

(vi) a Party's failure, within 90 days after commencement, to have dismissed any proceeding against it seeking reorganization, liquidation, dissolution or similar relief under any statute, law or regulation, or failing within 90 days after the appointment without the Party's consent or acquiescence, to have vacated or stayed the appointment of a trustee, receiver or liquidator of the Party or all or any substantial part of the Party's properties, or failing, within 90 days after the expiration of any stay, to have the appointment vacated.

(d) Any material misrepresentation of a Party's financial position presented to the Parties in conjunction with the formation of this Agreement.

The occurrence of an Insolvency Event of Default shall be an act of wrongful disassociation from the Joint Venture on the part of the Defaulting Party. It shall not cause the Joint Venture to terminate, dissolve, wind-up, liquidate or be the subject of any other similar events or proceedings except as otherwise allowed. The Joint Venture may continue in existence even in the event of one remaining non-defaulting Party.

7.2 Election of Remedies. Upon any Event of Default, the Policy Committee may elect the remedies outlined in Sections 7.3, 7.4, 7.5, as applicable, or any other remedy allowed by law. The

remedies of the Parties set forth herein with respect to an Event of Default are in addition to, and not in derogation of, any other rights or remedies which any Party may otherwise have at law or equity. In addition, the election of one or more of the remedies specified above with respect to any Event of Default shall not preclude the election of the same or a different remedy upon the occurrence of a subsequent Event of Default. In the event that for any reason any of the remedies outlined in this Article 7 are not enforced, the other remedies and any remedy allowed by law, to the extent applicable, shall be available.

7.3 Remedies for Failure to Contribute. If a Defaulting Party fails to contribute its share of Working Capital as specified in Section 6.1, the Policy Committee may elect the following remedy upon notice to the Defaulting Party:

(a) A Defaulting Party's Share of Profits shall be decreased, and the other Parties Share of Profits shall be increased proportionately, so that the respective interests of the Parties in the Joint Venture profits shall be in the same proportion as their Working Capital actually contributed.

(b) A Defaulting Party's share in Joint Venture losses shall in all events remain the same as the Defaulting Party's Share of Losses, and nothing contained in this Agreement nor any events hereafter occurring shall under any circumstances reduce a Defaulting Party's Share of Losses.

(c) The non-defaulting Parties may mutually agree as to the amount of Working Capital that each will contribute to make whole the deficiency created by a Defaulting Party; provided that in the event the non-defaulting Parties are unable to so agree, such amount shall be treated as a request for Working Capital by the Policy Committee and each non-defaulting Party shall contribute a portion of such amount in the same ratio as their Share of Profits relates to the total Share of Profits of the non-defaulting Parties. Failure to make such payment shall constitute an Event of Default.

(d) Reduction in a Defaulting Party's Share of Profits and increases in the Share of Profits of the other Parties shall be calculated as of the time of each Event of Default. The Defaulting Party's Share of Profits will not be reinstated under any circumstance.

(e) Any contributions made by the non-defaulting Parties to the Joint Venture to make whole the deficiency created by the Defaulting Party shall be deemed a loan made by the non-defaulting Parties to the Defaulting Party ("Working Capital Loan(s)"), which loan shall at all times from and after the date such Working Capital Loan is made be immediately due and shall be payable on demand and bear interest, compounded daily, at an annual rate of three percent (3%) above the prime rate of interest published from time to time in *The Wall Street Journal* (but not to exceed the maximum allowed by law). Interest shall be payable to the Joint Venture for the account of the non-defaulting Parties. Upon the making of a Working Capital Loan the right of the Defaulting Party or any of its affiliates or subsidiaries to profits and return of Working Capital shall be deemed assigned to the non-defaulting Parties in an amount equal to the sum of such Working Capital Loans made to the Defaulting Party and any of its affiliates and subsidiaries by the non-defaulting Parties, including accrued interest, until the Working Capital Loan(s) and accrued interest are fully repaid.

(f) Any unpaid Working Capital Loans, including all interest thereon, shall be deducted from any distributions due a Defaulting Party and, if upon final settlement of the Joint Venture accounts, such amounts otherwise due a Defaulting Party are insufficient to meet such deduction, a Defaulting Party shall, on written demand of the non-defaulting Parties, pay such deficiency to the Joint Venture for the account of the non-defaulting Parties. The non-defaulting Parties shall be entitled to receive the greater

of the interest above described upon the Working Capital Loan or the amount by which they received additional profit due to the increase in their Share of Profits, as described in Section 7.3(a) above, but not both.

(g) Any distributions of Working Capital, Joint Venture assets and/or profits otherwise distributable to a Defaulting Party shall first be applied to the payment of the interest due the non-defaulting Parties, then to the payment of the Working Capital Loans to the accounts of the non-defaulting Parties who made such Working Capital Loans, then to the non-defaulting Parties for their Working Capital contributed at or subsequent to the Event of Default by the Defaulting Party, before any distributions of Working Capital, Joint Venture assets and/or profits are made to the Defaulting Party.

(h) A Defaulting Party shall have no right, title or interest in any Working Capital, assets or profits until such time as all payments to the non-defaulting Parties or to the Joint Venture for distribution to the non-defaulting Parties is made, as provided in Section 7.3(g).

(i) Notwithstanding any provision in the Agreement to the contrary, the Parties making Working Capital Loans may, at any time, bring suit in a court of competent jurisdiction against the Defaulting Party for payment of the Working Capital Loans and any interest due thereon and shall, in addition, be entitled to recover reasonable attorney fees and such other relief that may be granted by the court.

7.4 Purchase of Defaulting Party's Interest. The Policy Committee may, upon the providing of written notice to the Defaulting Party, elect the following remedy upon an Event of Default:

(a) The Defaulting Party shall cease to have any interest in or rights with respect of the Joint Venture and this Agreement, other than the rights provided for by Section 7.4(b) and the obligations provided for by Section 7.4(c) hereof. This Agreement shall continue in full force and effect as among all remaining non-defaulting Parties; and to the extent that there is only one remaining non-defaulting Party, this Agreement shall continue to govern the business and affairs of the Joint Venture and the remaining Party's rights, obligations and powers as to the Joint Venture.

(b) Within sixty (60) days from the date of written notice by the Policy Committee of the election of the remedy of this Section 7.4, the Policy Committee shall prepare a detailed cost report as of the date of the Event of Default. The cost report will be used to determine the job profit/(loss) earned or incurred at the date of the Event of Default. The purchase price shall be the Defaulting Party's Share of Profit in such earned profit, if any, adjusted to reflect any unpaid amounts owed by the Defaulting Party to the other Parties or to the Joint Venture. In all cases where an Event of Default occurs prior to submission of the Bid, the purchase price of the Defaulting Party's interest will be \$0. Each of the non-defaulting Parties shall purchase a portion of the Defaulting Party's interest in the Joint Venture that is in the same ratio that the non-defaulting Party's Share of Profit bears to the total Share of Profit held by the non-defaulting Parties. In no event will any payment be made for anticipated or unearned profits of the Joint Venture. Failure to make such purchase by a non-defaulting Party shall constitute an Event of Default as if such Party had failed to contribute its share of Working Capital.

(c) The Defaulting Party shall be charged with, and shall remain liable for, any and all losses that may be suffered by the Joint Venture, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting Party's Share of Losses, Working Capital Loans and any interest due to the non-defaulting Parties to the full extent of the provisions set forth in Section 7.3

above. Such liability shall cease, however, upon purchase of the Defaulting Parties' interest as provided in this Section 7.4.

7.5 Other Remedies. The Policy Committee may elect to terminate and dissolve the Joint Venture and wind up its business and affairs, and the Defaulting Party shall be charged with, and shall continue to be liable for, any and all losses that may be suffered by the Joint Venture under the Prime Contract, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting Party's Share of Losses and any Working Capital Loans and any interest due to the non-defaulting Parties to the full extent of the provisions set forth in Section 7.3 above. The Defaulting Party will have no right to distribution of any profits or assets of the Joint Venture.

ARTICLE 8

8. SECURITY AGREEMENT AND COLLATERAL.

8.1 Security Agreement. To secure the prompt and complete (a) payment of their respective shares of Working Capital including, without limitation, any Working Capital Loans, including any interest thereon; and (b) the performance by the Party of its commitments, undertakings and other agreements, under this Agreement and the Prime Contract, each Party hereby assigns, pledges and grants to the other Parties a continuing security interest in and to the Collateral, as defined in Section 8.2, whether now owned or existing or hereafter acquired, and wheresoever located. Each Party irrevocably constitutes and appoints the Managing Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Party and in the name of each Party or in its own name, from time to time in the Managing Party's discretion, for purposes of carrying out the terms of this Section 8.1, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Section 8.1.

8.2 Collateral. For the purposes of this Agreement, Collateral shall mean the following: all of each Party's right, title and interest in and to, whether now existing or hereinafter acquired: (a) the Joint Venture, this Agreement, the Prime Contract, Joint Venture equipment, the Project, and all proceeds and products thereof; (b) all cash, proceeds, accounts, or right to payments of any kind whatsoever, made pursuant to this Agreement, the Prime Contract, the Project and all proceeds and products thereof; and (c) now owned or hereafter acquired general intangibles, as said term is defined in the Uniform Commercial Code, or the variation thereof as adopted in the state with proper jurisdiction over the Collateral or this Agreement which result from this Agreement or the Prime Contract, and all proceeds and products thereof.

ARTICLE 9

9. JOINT VENTURE BANK ACCOUNTS.

9.1 Establishment of Bank Account. All contributions of Working Capital made by the Parties, all Working Capital Loans, and all other funds received by the Joint Venture in connection with the performance and completion of the Work (collectively the "Working Capital Funds") shall, subject to Section 9.3, be deposited in an account or accounts in such bank or banks as the Policy Committee may designate which shall be separate from any bank accounts maintained by any Party.

9.2 Withdrawals. Withdrawals of Working Capital Funds may be made in such form and by such persons as the Policy Committee may from time to time delegate. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Parties may mutually determine.

9.3 Permissible Investments. The Parties agree that any Working Capital Funds may only be invested in the investments listed below, unless otherwise determined by the Policy Committee:
None.

9.4 Delegation. Any delegation of authority under this Article 9 shall be as provided in Article 5.

ARTICLE 10

10. ACCOUNTING AND AUDITING.

10.1 Books. Separate books of account, maintained in accordance with accounting principles generally accepted in the United States, shall be kept by the Managing Party of the transactions of the Joint Venture. A Party to this Joint Venture may inspect such books at any reasonable time.

10.2 Reports. The Managing Party shall prepare and deliver to each Party, 1) within 25 days after the end of each calendar month, and 2) within 30 days after the end of each fiscal year, a profit and loss statement, a statement of cash flows, a balance sheet, a statement of Joint Venture capital, a projection of end of job financial results and a summary cost report. Additionally, the Managing Party shall prepare and deliver to each Party 1) on or before the 1st day of the 3rd month after each fiscal year, a projection of taxable income attributable to each Party, and 2) on or before the 15th day of the 7th month after each fiscal year, such state and federal income tax returns and such other accounting, tax information and schedules as are required by the Parties for the timely and accurate completion of their tax returns. The timeframe for providing such tax information may be modified by mutual agreement of the Parties.

10.3 External Audits. Periodic external audits shall be made of such books at such times and by such persons as the Parties may direct or upon the written request of a Party and copies of the audit reports shall be furnished to each of the Parties. External audits must be requested at least 90 days prior to the end of each fiscal year in order to allow for the appropriate coordination. The cost of the external audits shall be borne by the requesting Party(ies) and shall not be an expense of the Joint Venture.

10.4 Final External Audit. Upon completion of the Work, a final external audit shall be made upon the written request of a Party and copies of such audit report shall be furnished to each of the Parties. The cost of the external audits shall be borne by the requesting Party(ies) and shall not be an expense of the Joint Venture.

10.5 Internal Audits. Any Party may request that their internal auditors be able to audit the books of the Joint Venture. At least 10 days prior notice of an internal audit must be provided to all Parties. When an internal audit has been requested, any Party may provide internal auditors to participate in the audit. Copies of the audit reports shall be furnished to each of the Parties. Each Party shall individually bear all costs it may incur in connection with any internal audit, and no cost of any internal audit shall be an expense of the Joint Venture.

10.6 Management Fee. The Managing Party shall receive a Management Fee of 0% of cost, as reflected in the cost report, paid on a monthly basis. The Management Fee shall be considered compensation for the added expenses incurred by the Managing Party in performing its duties, and shall be considered an expense of the Joint Venture. All costs incurred by the Managing Party associated with managing the Joint Venture shall be considered as expenses of the Joint Venture and shared by each party at their rate of participation in the Joint Venture.

10.7 Financial Statements of the Parties. Any Party to this Joint Venture Agreement (the 'Requesting Party') may request that the other Parties provide the Parties' financial statements and the consolidated financial statements of the other Parties' parent company on a periodic basis. In the event of such a request, the Requesting Party must provide its financial statements to the other Parties. Financial statements may be requested no more often than quarterly. Annual financial statements must be audited, provided within 90 days of the fiscal year end of the entity and contain a profit and loss statement, a statement of cash flows, a balance sheet, a statement of capital and related footnotes. All other financial statements must be provided within 45 days of the request, may be unaudited and may exclude the related footnotes unless a material change to those footnotes has occurred. Each Party shall provide financial statements for the following legal entities:

<u>Party</u>	<u>Legal Entity</u>
Leopardo Companies, Inc Reyes Group Ltd.	Leopardo Companies, Inc. Reyes Group Ltd.

ARTICLE 11

11. DISTRIBUTION OF ASSETS.

11.1 Distributions. The Policy Committee may determine from time to time during the course of this Agreement that some of the Joint Venture assets may be distributed to the Parties in accordance with their Share of Profits. The Parties agree that all distributions will be treated as advances pursuant to Treasury Regulation Section 1.731-1(a)(1)(ii).

11.2 Loans. In the event any of the Parties desires funds, it may request a loan from the Joint Venture to be repaid no later than the earlier of (i) said Party's disassociation from the Joint Venture or (ii) the termination and dissolution of the Joint Venture and the winding up of its business and affairs. The Policy Committee in its sole discretion shall be empowered to make such loans as it, in its sole discretion, deems proper at market interest rates: provided, however, nothing herein shall require the Policy Committee to make any such loan.

11.3 Completion of Prime Contract. Upon the completion of the Work, including the resolution of all known claims and other liabilities of the Joint Venture, the remaining assets of the Joint Venture and the profits or losses accrued in the performance of the Work shall be divided in accordance with the Parties' Share of Profits.

ARTICLE 12

12. DISPUTES.

12.1 General. In the event of any dispute between the Parties, they shall exhaust every effort to settle or dispose of the same, including intervention by the respective management of the Parties. Should any dispute between the Parties affect or threaten the orderly or timely progress of the Work, the Parties shall proceed diligently with the Work as directed by the Managing Party in writing. In no event shall any dispute be allowed to delay the Work.

12.2 Policy Committee. Any Party (the "Disputing Party") may request that a dispute be presented to the Policy Committee by providing written notice of such dispute to each of the other Parties. The decision of the Policy Committee regarding such dispute shall be final and binding unless the Disputing Party provides written notice to each of the other Parties of its intent to arbitrate the dispute pursuant to Section 12.3. Such notice must be provided no later than (a) ten (10) days after receipt of the decision of the Policy Committee or (b) sixty (60) days after written notice of the dispute is first provided by the Disputing Party if the Policy Committee has failed to issue a decision within such period of time. The aggrieved Party's sole remedy will be for damages.

12.3 Arbitration. Any dispute perfected as provided for in Section 12.2, or any controversy or claim arising out of or relating to this Agreement or the breach thereof, except as specifically provided elsewhere in this Agreement, which is not adjusted or disposed of by mutual agreement of the Parties, shall be settled by arbitration under the current rules of the American Arbitration Association Construction Industry Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such decision shall be final and binding on the Joint Venture and on all Parties. The arbitration proceedings shall be filed in the Regional Office of the American Arbitration Association located nearest to the Project.

ARTICLE 13

13. MISCELLANEOUS.

13.1 Unenforceability. In the event that any part, term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

13.2 Illegal Conduct. Each Party, through its execution of this Agreement, hereby individually certifies and attests to the other Party or Parties, and to the Owner, if required, that neither it nor any of its members, affiliates, or employees has participated in any antitrust activities or any other illegal anticompetitive activity with respect to the bidding and/or the obtaining the Prime Contract for which purpose this Joint Venture is being formed.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and is subject to no other oral or written proposals, agreements or understandings whatsoever, and can only be supplemented or amended by a written document subscribed by the Parties.

13.4 Assignment. Each Party acknowledges and declares that based on Section 1.3 and 1.4 hereof, the interests and rights of a Party in this Agreement, the Prime Contract and as a member of this Joint Venture, shall not be transferable, assignable or delegable, except that a Party may assign its share in any money to be received by it from the Joint Venture for the purpose of obtaining a loan or loans from any bank or other lending agency. Any such assignment, pledge, hypothecation or other

collateralization of the proceeds or receivables of a Party to this Joint Venture shall be subordinate to any claims, offsets, adjustments and/or repayment of Working Capital Loans and interest to the nonassigning Party or Parties and the security interest granted in Section 8.1 hereof. Each Party acknowledges and declares that this Section 13.4 served as a material inducement of each Party's consent to enter into this Agreement, absent of which this Agreement would not have been entered into.

13.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which shall constitute one and the same Agreement. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties. The exchange of signed copies of this Agreement and signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original of this Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be the original signatures for all purposes.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois as to all matters, including validity, construction, effect, performance and remedies, except as to its conflict of law rules.

13.8 Non Waiver Language. The failure of a Party at any time to insist on strict performance or to not avail itself of any available rights under this Agreement does not constitute a waiver of those rights.

ARTICLE 14

14. ADDITIONAL PROVISIONS.

14.1 Additional Provisions. The provisions, if any, listed on Exhibit B attached hereto ("Additional Provisions") are hereby incorporated into and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or agents effective the day and year first above written.

Leopardo Companies, Inc.

By: [Signature]

Witness: Michele L. Retondo

Reyes Group Ltd.

By: [Signature]

Witness: Michele L. Retondo

State of Illinois
County of Base

Signed before me on December 17, 2008 (date)

Official Notary Seal:



EXHIBIT A

Leopardo-Reyes, AJV

INSURANCE PROGRAM

Leopardo, on behalf of, and at the cost of the Joint Venture, shall maintain the following minimum insurance during the term of this agreement:

1. Worker's Compensation and Employers Liability

Worker's Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to name as additional insured on a primary, non-contributory basis.

Subcontractor performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4. Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage,

excavation, remediation, transportation and disposal and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractor performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5. Professional/Environmental Liability

When any architects, engineers, construction manager or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering negligent acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6. Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to Public Building Commission, City of Chicago and/or Board property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

7. Any other such insurance as required by contract or as agreed to by the Parties.
8. Commercial General Liability and Excess Liability coverage in the name of the Joint Venture will include an extension of products and completed operations coverage for 2 years beyond final acceptance of the work by the Owner.

9. The above insurance coverage shall include the Joint Venture as the named insured and, except workers' compensation insurance, the individual Parties and the employees of the Joint Venture as insureds or additional insured where appropriate with a waiver of subrogation in favor of such insureds.
10. Deductibles and/or self-insured retentions, if any, under the policies referenced in paragraphs 1, 2, 3, 5, 6 and 7, above, arranged in the name of the Joint Venture shall be borne by the Joint Venture.
11. Any self-insured retention or deductible under any Workers' Compensation, General Liability or Automobile Liability policies covering each respective Parties' employees assigned to the project, but not placed on a Joint Venture payroll, shall be borne by each respective Party and shall not become a cost to the Joint Venture.

EXHIBIT B

Leopardo-Reyes AJV

ADDITIONAL PROVISIONS

Participation of the Joint Venture Partners

1. Reyes is responsible for the specific construction activities set forth in Attachment A to this Exhibit. This responsibility includes, but is not limited to, providing the supervisory and management personnel necessary to perform such work, including the personnel specifically identified in Attachment A to this Exhibit. Reyes endeavors to provide its most experienced and seasoned supervisors, managers and forepersons to the Project. Leopardo has a right to approve Reyes's supervisors, managers and forepersons; such approval will not unreasonably be withheld.
2. Personnel furnished to the Joint Venture by the Parties shall become employees of the Joint Venture while performing work for the Joint Venture. The salaries and benefits paid such personnel shall be consistent with the salaries and benefits paid by their regular employer and agreed to by the Parties. Equipment furnished to the Joint Venture shall be rented from the Parties furnishing same by the Joint Venture at rates established for such equipment as set forth in Schedule C or as otherwise agreed to by the Parties pursuant to the provisions of this agreement. Equipment furnished to the Joint Venture shall be in good repair and working order. Any repairs required for to be made on a piece of equipment upon arrival shall be expensed to the Party providing the equipment. The Parties will review and note the condition upon furnishing the equipment to the Joint Venture. Except for conditions caused by normal wear and tear, the Joint Venture, upon releasing the equipment from use at the Project, will return the equipment to a state of good repair at the expense of the Joint Venture.
3. Reyes acknowledges that its participation in the Joint Venture is being used by the Joint Venture to meet specific Disadvantaged Business Enterprise (DBE) utilization goals of the Owner. In that regard, Reyes acknowledges that it is a DBE as defined in 49 CFR 26.
4. Reyes acknowledges that it must perform a commercially useful function as defined in Special Condition Regarding Disadvantaged Business Enterprise Commitment of the Prime Contract. Reyes will perform such commercially useful function in connection with its specific construction activities, distinct elements of work and other services noted in Paragraph 1 above.
5. Reyes agrees that in the event it fails to perform a commercially useful function, it will indemnify and hold the Joint Venture and the Managing Party harmless from any and all losses, costs, claims, expenses, lawsuits, attorneys' fees and/or liability of any nature arising out of or resulting from said failure.
6. The Parties acknowledge that the Joint Venture plans to use the Share of Profits percentage provided in Section 3.1 of the Agreement as the specific utilization goal for Reyes as a DBE. Reyes agrees that it will provide the allocation of labor, equipment, supervisory personnel, management personnel and other resources necessary to perform the specific construction activities set forth in Attachment A so the specific utilization goal is met.

7. The Parties understand that this Agreement is subject to approval of Owner for conformance with applicable DBE requirements for the Project. Such approval shall be a condition precedent to effectuation of this Agreement.

Accounting and Auditing

1. The fee for the services listed in 10.6 will be 0% of total job cost. All costs incurred by the Managing Party associated with managing the Joint Venture, including accounting and auditing, shall be considered as expenses of the Joint Venture and shared by each party at their rate of participation in the Joint Venture.

Authority to Execute Documents

The Parties designate Richard S. Mattioda, or John D. Ward or Michael W. Behm, Attorney-In-Fact for Leopardo Companies, Inc., as the individual authorized to execute the Joint Venture's Proposal including bid bonds, the Contract, and any and all Contract modifications on the Joint Venture's behalf.

Attachment A

Construction Activities that may be performed by Reyes, individuals involved in the activity, including managers, superintendents and key personnel, and equipment.

1. Activities:
 - Earthwork / Excavation
 - Site Utilities
 - Concrete
2. Description of Work: The Scopes of Work for these trades is defined in Exhibit D of this Agreement.
3. Individuals. These individuals are listed based on the best information available at the time of the execution of this Joint Venture Agreement. The named individuals are subject to change provided others of comparable experience and skill are provided.
 - Superintendents to be dedicated to the project include:
 1. Earthwork/Excavation - To Be Determined by Mutual Agreement
 2. Site Utility Work - To Be Determined by Mutual Agreement
 3. Concrete Work - To Be Determined by Mutual Agreement

Foremen and craft to be named and dedicated as required.

Construction Activities that may be performed by Leopardo, individuals involved in the activity, including managers, superintendents and key personnel, and equipment:

1. Activities:
 - Drywall
 - Carpentry
 - Painting
2. Description of Work: The Scopes of Work for these trades is defined in Exhibit E of this Agreement.
3. Individuals. These individuals are listed based on the best information available at the time of the execution of this Joint Venture Agreement. The named individuals are subject to change provided others of comparable experience and skill are provided.
 - Leopardo Foremen to be dedicated to the project include:
 1. Drywall - To Be Determined by Mutual Agreement
 2. Carpentry - To Be Determined by Mutual Agreement
 3. Painting - To Be Determined by Mutual Agreement

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

Reyes Group Ltd. MBE WBE
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated February 25, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

The joint venture is structured as a 75/25 agreement such that all of the management responsibilities, fees and expenses will be shared at a rate of 75 percent by Leopardo, and 25 percent by the Reyes Group. In addition, the Venture is considering Reyes Group self-performing excavation, site utilities and concrete trades.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$6,434,914.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

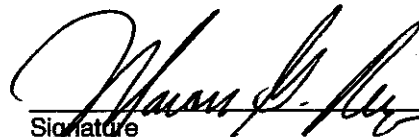
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Reyes Group Ltd
Name of MBE/WBE Firm (Print)
December 19, 2008
Date
708-596-7100
Phone


Signature
Marcos G. Reyes
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE _____ WBE _____ Non-MBE/WBE _____



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

February 25, 2008

Marcos G. Reyes
Reyes Group, Ltd.
16515 South Crawford Avenue
Markham, Illinois 60428

Annual Certificate Expires:
Vendor Number:

July 1, 2009
1038464

Dear Mr. Reyes:

We are pleased to inform you that Reyes Group, Ltd. has been certified as a Minority Owned Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until July 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by July 1, 2009.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

General Contractor; Project Management Services;
Construction Management Services; Excavation Services; Site Work;
Concrete Contractor (Pavements, Sidewalk, Curb, and Gutter Work);
Demolition; Underground Utilities; Sewer and Drain Contractor

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lon Arm Lypson
Deputy Procurement Officer

LAL/la

IL UCP Host: IDOT



PUBLIC-BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

QuBar Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor
_____ a Partnership

X _____ a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated April 1, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

HVAC Subcontractor

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$3,150,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

10 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

QuBar Inc.
Name of MBE/WBE Firm (Print)
1/13/09
Date
708-339-8360
Phone

Nirajan S. Choksi
Signature
NIRAJAN S. CHOKSI
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

April 1, 2008

Niranjan S. Choksi, President
Qu-Bar, Inc.
4149 West 166th Street
Oak Forest, Illinois 60452

Annual Certificate Expires:
Vendor Number:

July 1, 2009
1026817

Dear Mr. Choksi:

We are pleased to inform you that **Qu-Bar, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **July 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

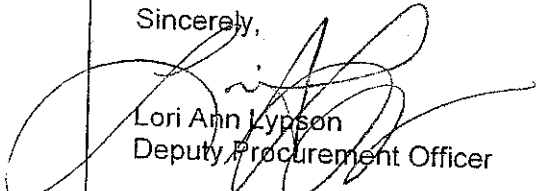
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Licensed Professional Engineer; Project Management Series;
Construction Inspection Services; Electrical Contractor;
Insulation and Temperature Control Services;
Heating, Ventilating and Air Conditioning (HVAC)**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/cc



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

Pinto Construction Group, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor
_____ a Partnership

X _____ a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 17, 2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Metal Stud and Drywall - Painting Subcontractor

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$536,258.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

na

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Pinto Construction Group, Inc.

Name of MBE/WBE Firm (Print)

1/13/09

Date

708-430-0040

Phone

Signature

Richard Pinto

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 19, 2007

Richard Pinto, President
Pinto Construction Group, Inc.
7225 W. 105th Street
Chicago, IL 60465

Annual Certificate Expires: **February 1, 2009**
Vendor Number: **1050528**

Dear Mr. Pinto:

We are pleased to inform you that **Pinto Construction Group, Inc.**, has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Carpentry Maintenance and Repair Services; Home Repair;
Framing & Drywall; Plastering Services; Decorating Services
Acoustical Ceilings and Walls; Cleaning, Installation Restoration,
Maintenance and Repair; Painting Contractor**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypton
Deputy Procurement Officer

LAL/ckr

IL UCP HOST: PACE



DEC 26 2007

PINTO CONSTRUCTION GROUP, INC.



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

International Floor Covering, Inc MBE WBE
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ in addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Hard Tile and Carpet Subcontractor

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$82,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB/SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

4 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

International Floor Covering, Inc.

Name of MBE/WBE Firm (Print)

1/13/09

Date

847-398-9090

Phone

June A. Dalenberg
Signature

JUNE A. DAFENBERG
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services
Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

COPY

March 6, 2008

June Dalenberg, President
International Floor Covering Inc.
1500 North Hicks Road, Suite 400
Rolling Meadows, Illinois 60008

Annual Certificate Expires: July 1, 2009
Vendor Number: 51340021

Dear Ms. Dalenberg:

We are pleased to inform you that International Floor Covering Inc. has been certified as a **Minority Owned Business Enterprise (MBE)** and **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **MBEWBE** certification is valid until **July 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by July 1, 2009.

As a condition of continued certification during this five year period, you must file a **No-Change Affidavit** within **60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

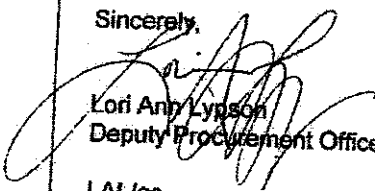
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Sales and Installation of all Flooring (Carpet, Tile, Wood)

Your firm's participation on City contracts will be credited only toward **MBEWBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBEWBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lynson
Deputy Procurement Officer

LAL/cc



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

Chicago Architectural Metals MBE WBE
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 5, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Misc. Metals Subcontractor

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$267,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

ERECTION @ 28,000.00

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

10 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Chicago Architectural Metal

Name of MBE/WBE Firm (Print)

1/13/09

Date

773-275-0700

Phone

Signature 

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2929 (TTY)
<http://www.cityofchicago.org>

October 19, 2007

Mr. Alfredo V. Samek, President
Chicago Architectural Metals, Inc.
4919 North Ravenswood Avenue, Suite 201
Chicago, Illinois 60640

Annual Certificate Expires: January 1, 2009
Vendor Number: 1058259

Dear Mr. Samek:

We are pleased to inform you that **Chicago Architectural Metals, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Fabricator and Erector of Architectural Metals; Ornamental Iron
and Miscellaneous Metals**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty categories.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark J. Hands
Managing Deputy Procurement Officer





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

January 5, 2009

Alfredo V. Samek, President
Chicago Architectural Metals, Inc.
4919 North Ravenswood Avenue, Suite 201
Chicago, Illinois 60640

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE certification until March 1, 2009.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

**Fabricator and Erector of Architectural Metals;
Ornamental Iron and Miscellaneous Metals**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/cc



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Avondale Irving Park Area Elementary School

Project Number: 1476

FROM: Fullerton Industrial Supply Inc. MBE X WBE
(Name of MBE or WBE)

TO: Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated June 19, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.
Plumbing Supplies

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$300,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Fullerton Industrial Supply, Inc.

Name of MBE/WBE Firm (Print)

1/13/09

Date

773-525-3003

Phone

Signature

LAUREN BELLA MBA

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

June 19, 2008

Lauren Bellagamba, President
Fullerton Industrial Supply, Inc.
1456 West Fullerton
Chicago, Illinois 60614

Annual Certificate Expires:
Vendor Number:

June 1, 2009
308470

Dear Ms. Bellagamba:

We are pleased to inform you that Fullerton Industrial Supply, Inc. has been certified as a **Minority Owned Business Enterprise (MBE)** and **Women Owned Business Enterprise (WBE)** by the City of Chicago. This MBE/WBE certification is valid until **June 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

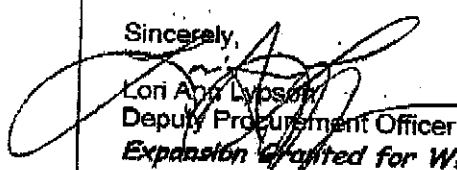
Distributor of Industrial Supplies and Equipment

(including Janitorial Supplies, Plumbing Supplies, Electrical Supplies, Fasteners, Welding Supplies, Safety Supplies, Abrasives, Hand Tools, Power Tools, Pressing Tools, Utility Locating Equipment, Drain Cleaning & Diagnostic Equipment, Measuring Tools, Paint, Wire Rope Clips, Hooks, Shackles, Hardware Supplies, Filters, Poly Bags, Heating Ventilation and Air-Conditioning (HVAC) Supplies

Your firm's participation on City contracts will be credited only toward MBE/WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer
Expansion Granted for WBE
LAL/cc

IL UCP HOST: City of Chicago



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

Roy's Paving and Sealcoating Co. MBE X WBE _____
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor
_____ a Partnership

a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated JANUARY 9, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Asphalt Paving Subcontractor

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$41,384.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

10 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Roy's Paving and Sealcoating Co.

Name of MBE/WBE Firm (Print)

1/13/09

Date

708-535-0877

Phone


Signature

NUBIA CHAVEZ
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

January 9, 2009

Rosendo Sanchez, President
Roy's Paving & Sealcoating Company
4240 West 166th Street
Oak Forest, Illinois 60452

Dear Mr. Sanchez:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **DBE/MBE certification until March 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward **DBE/MBE** goals in the following specialty areas(s):

**Asphalt Paving; Snow Removal; Residential; Commercial and Industrial
Parking Lot Maintenance and Construction; Concrete Repairs and
Excavation**

If you have any questions, please contact our office at (312) 742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

mck



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project:
Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

Boswell Building Contractors, Inc MBE _____ WBE X
(Name of MBE or WBE)

TO:

Leopardo-Reyes, A JV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/05/08. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Furnish and Install Louvers - Specification Section 10200

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$198,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Boswell Building Contractors, Inc.

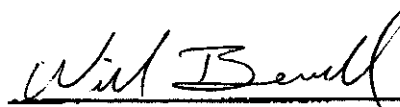
Name of MBE/WBE Firm (Print)

12/19/08

Date

630-595-5027

Phone



Signature

Will Boswell

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE WBE Non-MBE/WBE



October 5, 2008

Susan E. Boswell
Boswell Building Contractors, Inc.
461 Deerpath Road
Bensenville, IL 60106-2367

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Annual Certificate Expires: April 1, 2009
Vendor Number: 1046219

Dear Ms. Boswell:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supply and Installation of Architectural Sheet Metal

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,



Lori Ann Lypson
Deputy Procurement Officer

LAL/mck



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Avondale Irving Park Area Elementary School

Project Number: 1476

FROM:

Q.C. Enterprises, Inc. MBE _____ WBE X
(Name of MBE or WBE)

TO:

Leopardo-Reyes, AJV and Public Building Commission of Chicago
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6/6/08. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Flooring - Tefazzo

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$512,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE G - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

O.C. Enterprises, Inc.

Name of MBE/WBE Firm (Print)

12/19/08

Date

312-642-0230

Phone

Signature

Sandra Andritsis

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

June 6, 2008

Sandra Andritsis, President
Q. C. Enterprises, Inc.
2722 S. Hillcock Avenue
Chicago, Illinois 60608

Annual Certificate Expires: September 1, 2009
Vendor Number: 1053983

Dear Ms. Andritsis:

We are pleased to inform you that **Q. C. Enterprises, Inc.** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **September 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Project Management Services; Janitorial Services;
Post Construction Clean Up; Carpentry Contractor;
Flooring Contractor (Installation of Granite and Marble);
Tile and Terrazzo Contractors (Stone Restoration)**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lynson
Deputy Procurement Officer

LAL/dm



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C-Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL
Project Number: _____

FROM:
ARC UNDERGROUND, INC. MBE _____ WBE X
(Name of MBE or WBE)

TO:
LEOPARDO-REYES AJV and Public Building Commission of Chicago
(Name of General Bidder)

the undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ A Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/1/2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

SITE UTILITIES - SEWER, WATER AND STORM DRAIN

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

_____ **\$335,235.00** _____

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE C-Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attached additional sheet(s).

SUB-SUBCONTRACTING LEVELS

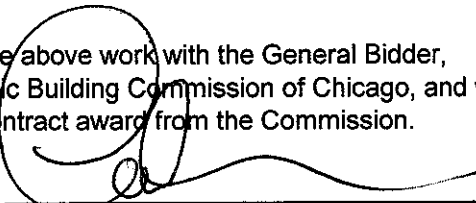
0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

ARC UNDERGROUND, INC.
Name of MBE/WBE Firm (Print)
February 2, 2009
Date
773-235-4648
Phone


Signature
CHRISTINE M. SAVOIA
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE _____ WBE _____ None-MBE/WBE _____



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

December 2, 2008

Christine Savoia, President
ARC Underground, Inc.
2114 W. Thomas Street
Chicago, IL 60622
(773) 235-4121

Dear Ms. Savoia:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the **WBE/DBE** certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE/DBE** certification until **February 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward **WBE** goals in the following specialty areas(s):

**Sewer and Drain Contractor; Miscellaneous Concrete
(Exclusive of Public Walkways)**

If you have any questions, please contact our office at (312) 742-0766.

Sincerely,


Lori Lypson
Deputy Procurement Officer

rg

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
 (1 of 2)

Name of Project:
Avondale Irving Park Area Elementary School

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am
 the Joint Venture Partner
 Title and duly authorized representative of

Leopardo-Reyes, AJV
 Name of General Contractor whose address is
5200 Prairie Stone Parkway

in the City of Hoffman Estates, State of Illinois
 and that I have personally reviewed the material and facts submitted with the attached Schedules
 of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule
 B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will
 participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
SEE ATTACHED SHEET	LABELED SCHEDULE D	(Dated 1/13/09)	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

Avondale - Irving Park Leopardo - Reyes Schedule D (Dated 1/13/09)

Name of MBE/WBE Firm	Type of Work to be done in accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Reyes Group, Ltd.	25% JV Partner (General Contracting)	\$ 6,434,914	
Qu Bar, Inc.	HVAC Subcontractor	\$ 3,150,000	
Pinto Construction Group	Metal Stud Drywall - Painting Subcontractor	\$ 536,258	
International Floor Covering (Inc)	Hard Tile and Carpet Subcontractor	\$ 80,000	
Chicago Architectural Metal	Misc. Metal Subcontractor	\$ 267,000	
Fullerton Industrial Supply	Plumbing Supplier	\$ 300,000	
Roy's Paving and Seal coating	Asphalt Paving Subcontractor	\$ 41,384	
Boswell Building Contractor's Inc.	Acoustical Louver Subcontractor	\$ 198,000	
Q.C. Enterprises, Inc.	Terazzo Subcontractor	\$ 512,000	
ARC Underground, Inc.	Site Utilities Subcontractors	\$ 335,235	

Total Net MBE/WBE Credit	\$ 10,809,556	\$ 1,045,235
Percent of Total Base Bid	42.00%	4.06%

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(2 of 2)

SUB-SUBCONTRACTING LEVELS

* % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

* % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.
* See individual Schedule C 's attached


If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

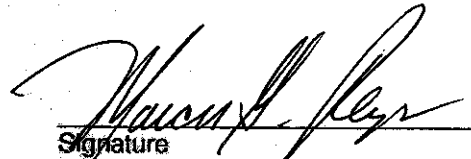
Leopardo Companies, Inc.
Name of Contractor (Print)
01/13/2009
Date
847-783-3212
Phone


Signature
Michael W. Behm, AIA
Name (Print)

IF APPLICABLE:

By:

Reyes Group, LTD
Joint Venture Partner (Print)
01/13/2009
Date
708-596-7100
Phone/FAX


Signature
Marcos G. Reyes
Name (Print)

MBE WBE Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

N/A

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:

Documentation attached: yes _____ no _____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
 AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Affidavit Of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project	Aurora PD Headquarters	Tailor Lofts 847W. Jackson	Amcol International Hoffman Estates	Beaufort Police Court Beaufort, SC		
Contract With	City of Aurora, IL	BVP Jackson Place LLC	Amcol International	City of Beaufort, SC		
Estimated Completion Date	October 30, 2009	August 1, 2009	November 21, 2008	February 28, 2009		
Total Contract Price	\$53,186,143	\$27,591,041	\$23,295,421	\$7,434,172		See Page 34B
Uncompleted Dollar Value if Firm is the GC	\$38,153,672	\$26,725,332	\$6,471,321	\$2,306,993		See Page 34B
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						See Page 34B

B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork						
Demolition		\$2,156				See Page 34B
Sewer and Drain						
Foundation						
Painting		\$661,989	\$138,463			See Page 34B
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware				\$89,570		See Page 35B
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Rough & Finish Carpentry		\$1,387,506	\$163,204			See Page 35B
Metal Studs & Drywall		\$4,826,845	\$82,326			See Page 35B
TOTALS	\$2,312,474	\$6,878,496	\$383,993	\$89,570		See Page 35B

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	Merryman	Break-Thru			
Type of Work	Excavating Building	Enterprises, Inc Demolition			
Subcontract Price	\$772,473	\$1,305,767			
Amount Uncompleted	\$214,632	\$1,079,080			
Subcontractor	Foundation Drilling, Inc.	Nova Fire Protection, Inc.			
Type of Work	Tower Foundation	Fire Protection Demo			
Subcontract Price	\$39,300	\$35,756			
Amount Uncompleted	\$3,930	\$3,576			
Subcontractor	Abbey Paving Co.	R. Carozza Plumbing Company			
Type of Work	Asphalt Paving	Plumbing/Demo	Earthwork	Site Concrete	
Subcontract Price	\$239,538	\$45,000	\$565,316	\$156,757	
Amount Uncompleted	\$239,538	\$4,500	\$58,600	\$43,798	
Subcontractor	Landworks Limited	Grand Kahn Electric LLC	Walsh Landscape Construction	McEwan Construction	
Type of Work	Unitized Retaining Wall	Electrical -Demo	Landscaping	Masonry	
Subcontract Price	\$81,654	\$153,979	\$960,019	\$184,671	
Amount Uncompleted	\$56,769	\$18,979	\$787,687	\$60,300	
Subcontractor	Martin Cement, Inc.	Eitel Heineman Mech.	Concrete By Wagner	Division Five, Inc.	
Type of Work	Concrete Placement	HVAC - Demolition	Concrete	Structural Steel	
Subcontract Price	\$1,693,817	\$10,274	\$1,274,563	\$512,262	
Amount Uncompleted	\$405,973	\$1,027	\$63,728	\$51,225	
Subcontractor	Miscellaneous	Contracts Not	Miscellaneous	Miscellaneous	
Type of Work	Miscellaneous	Various	Miscellaneous	Miscellaneous	
Subcontract Price	\$38,874,935	\$17,097,705	\$15,064,869	\$3,818,779	
Amount Uncompleted	\$29,583,544	\$17,097,705	\$3,654,139	\$1,228,505	
TOTAL Uncompleted	\$30,504,386	\$18,204,867	\$4,662,691	\$1,796,188	

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Michael W. Behm
Signature

December 19, 2008
Date

Michael W. Behm, AIA
Name (Type or Print)

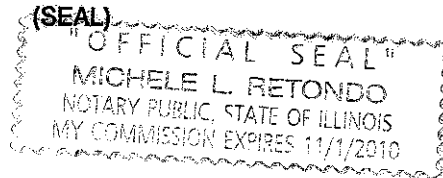
Vice President
Title

Leopardo Companies, Inc,
Bidder Name
5200 Prairie Stone Parkway
Address
Hoffman Estates, IL 60192
City State Zip

Subscribed and sworn to before me
this 19 day of December, 2008

Michele L. Retondo
Notary Public

Commission expires: 11/1/2010



PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
 AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Affidavit Of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project	University of Chicago Site. Concrete	Altgeld Gardens Phase III	Lining of Lagoon 23	O'Hare Fence Removal		
Contract With	University of Chicago	Chicago Housing Authority	MWRDGC	O'Hare Modernization Program		
Estimated Completion Date	May 2009	July 2009	April 2009	May 2009		
Total Contract Price	\$665,627	\$4,750,000	\$3,100,000	\$539,274		\$9,054,901
Uncompleted Dollar Value if Firm is the GC				\$401,121		\$401,121
Uncompleted Dollar Value if Firm is a Subcontractor	\$176,297	\$2,640,956	\$1,743,447			\$4,560,700
TOTAL VALUE OF ALL WORK						\$4,961,821

B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork				\$24,299		\$24,299
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete	\$176,297	\$2,640,956	\$1,743,447			\$4,560,700
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Granular Subbase course				\$14,469		\$14,469
Clearing and Subgrading				\$40,000		\$40,000
Allowances				\$141,710		\$141,710
TOTALS	\$176,297	\$2,640,956	\$1,743,447	\$220,478		\$ 4,781,178

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
 AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor				Arc Undergroud Inc.	
Type of Work				Wildlife deterrent Slab	
Subcontract Price				\$87,754	
Amount Uncompleted				\$59,135	
Subcontractor				Countryside Industries Inc.	
Type of Work				Landscaping Silt Fence	
Subcontract Price				\$77,613	
Amount Uncompleted				\$73,358	
Subcontractor				Industrial Fence Inc.	
Type of Work				Fence and Gate Operator	
Subcontract Price				\$32,580	
Amount Uncompleted				\$32,580	
Subcontractor				International Hauling Inc.	
Type of Work				Trucking/Equipment Move	
Subcontract Price				\$8,000	
Amount Uncompleted				\$3,645	
Subcontractor				B&G Construction	
Type of Work				Survey	
Subcontract Price				\$6,000	
Amount Uncompleted				\$6,000	
Subcontractor				Chicago Testing Lab	
Type of Work				Quality Control	
Subcontract Price				\$8,000	
Amount Uncompleted				\$5,925	
TOTAL Uncompleted				\$239,778	

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Marcos G. Reyes
Signature

December 19, 2008
Date

Marcos G. Reyes
Name (Type or Print)

President
Title

Reyes Group Ltd
Bidder Name
15515 Crawford Avenue
Address
Markham IL 60428
City State Zip

Subscribed and sworn to before me
this 19 day of December, 2008

Michele L. Retondo
Notary Public

(SEAL)



Commission expires: 11/1/2010

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Statement Of Bidder's Qualifications

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder Leopardo-Reyes, AJV
 Submitted By Michael W. Behm, AIA
 Title Vice-President
 Permanent Main Office Address 5200 Prairie Stone Parkway
Hoffman Estates, IL 60192
 Local Address SAME AS ABOVE
 Local Telephone No. and FAX No. (847) 783-3212 / (847) 783-3213

How many years operating as contractor for work of this nature? See Prequalification Statement

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	See Prequalification Statement			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name _____
- (b) State and City in which incorporated _____
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- (d) Name and address of registered agent in Illinois

- (e) Names and titles of officers authorized to sign contracts

Name	Title
_____	_____
_____	_____

If submitted by a partnership:

- (a) Firm Name _____
Leopardo-Reyes, AJV
- (b) Official Address _____
5200 Prairie Stone Parkway Hoffman Estate, IL 60192
- (c) Names of all Partners: _____
Leopardo Companies, Inc.
Reyes Group, LTD

If submitted by an individual:

- (a) Firm Name _____
- (b) The Owner _____
- (c) Official Address _____

Leopardo Companies, Inc. / Michael Behm, AIA (Vice-President)

Reyes Group, LTD / Marcos G. Reyes (President)

Signature of Affiant

Subscribed and sworn to before me this 19 day of December 2008

Notary Public

My Commission expires: 11/1/2010



PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
(SEE ATTACHED SHEET LABELED DRP		Dated 1/13/09)	

4. The Contractor understands and agrees as follows:
 - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

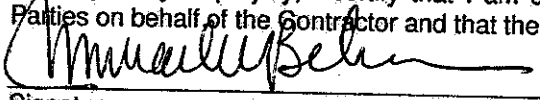
Avondale - Irving Park Leopardo - DRP (Dated 1/13/09)

Retained Parties

Name	Business Address	Relationship (Lobbyists, etc)	Fees (indicate whether paid or estimated)
Reyes Group, Ltd.	15515 S Crawford Ave. Markham, IL 60428	25% JV Partner (General Contracting)	\$ 6,434,914 EST
Qu Bar, Inc.	4149 W. 166th St Oak Forest, IL 60452	Subcontractor	\$ 3,150,000 EST
Pinto Construction Group (Inc)	7225 W. 105th St. Palos Hills, IL 60465	Subcontractor	\$ 536,258 EST
International Floor Covering (Inc)	1500 North Hicks Road, Suite 400 Rolling Meadows, IL 60008-1200	Subcontractor	\$ 80,000 EST
Chicago Architectural Metals	4619 North Ravenswood Suite 201 Chicago, IL 60640-4579	Subcontractor	\$ 267,000 EST
Fullerton Industrial Supply	1456 W. Fullerton Ave. Chicago, IL 60614	Supplier	\$ 300,000 EST
Roy's Paving and Seal Coating Co.	P. O. Box 438 4240 W. 166th St. Oak Forest, IL 60452	Subcontractor	\$ 41,384 EST
Boswell Building Contractor's Inc.	461 East Deerpath Road Wood Dale, IL 60191-3301	Subcontractor	\$ 198,000 EST
Q.C. Enterprises, Inc.	2722 South Hillock Avenue Chicago, IL 60608-5712	Subcontractor	\$ 512,000 EST
ARC Underground, Inc.	2114 W. Thomas St. Chicago, IL 60622	Subcontractor	\$ 335,235 EST

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.



Signature

01/13/2009

Date

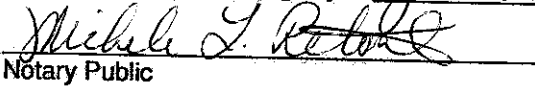
Michael W. Behm, AIA

Name (Type or Print)

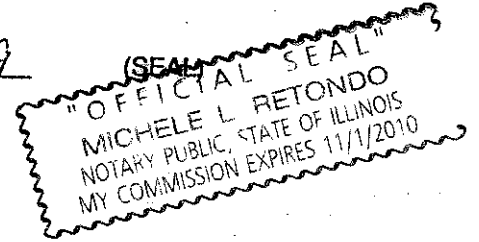
Vice-President

Title

Subscribed and sworn to before me
this 13th day of January, 20 09


Notary Public

Commission expires: 11/1/2010



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2008

PRODUCER (630)469-4388 FAX (630)469-1132
Spillman & Wotyla, Inc.
568 Pennsylvania Avenue
Glen Ellyn, IL 60137

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Leopardo Companies, Inc.**
5200 Prairie Stone Parkway
Hoffman Estates, IL 60192

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	
INSURER B:	Cincinnati Casualty Insurance	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0895551	11/19/2008	11/19/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPP0895551	11/19/2008	11/19/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 0	CCC1154810	11/19/2008	11/19/2009	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below OTHER	WC2100567	11/19/2008	11/19/2009	<input checked="" type="checkbox"/> WC STATL-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: General Contractor License - TCG04176A **C1476**


PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED: City of Chicago for General Liability only.

CERTIFICATE HOLDER

City of Chicago
 General Contractor License Program
 P.O. Box 388249
 Chicago, IL 60638-8249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Anthony Guptaitis/MHM 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:

	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	15
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. **Employee Benefit Liability Coverage**
 - Each Employee Limit: \$ 1,000,000
 - Aggregate Limit: \$ 3,000,000
 - Deductible: \$ 1,000
3. **Damage to Premises Rented to You**

The lesser of:

 - a. The Each Occurrence Limit shown in the Declarations; or
 - b. \$500,000 unless otherwise stated \$ _____
4. **Supplementary Payments**
 - a. Bail bonds: \$ 1,000
 - b. Loss of earnings: \$ 350
5. **Medical Payments**

Medical Expense Limit: \$ 10,000

erations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described herein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be re-

duced by the application of such deductible amount.

- (2) Condition 2, Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. **180 Day Coverage for Newly Formed or Acquired Organizations**

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. **Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
 - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:

- a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product

made intentionally by the vendor;

- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or

political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:

- 1) The building or disassembly of scaffolding by or for you; or
- 2) The use of such scaffolding.

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5. Other Insurance is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion J. Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE

Leopardo Companies, Inc.
Cincinnati Insurance Company Policy Number: CPP0895551
Policy Term: November 19, 2008 to November 19, 2009

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
BUSINESS AUTO COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MACHINERY AND EQUIPMENT COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name of Person or Organization:

Certificate Holder as shown on the Certificate of Insurance to which this
Endorsement is attached

Mailing Address:

Material Change Notification - Number of Days 60

Provision is activated by checking the box(es):

Cancellation Notification

In the event of cancellation, we agree to mail or deliver notification to the first Named insured and the person or organization shown in the Schedule.

Material Change Notification

In the event of a material change in coverage requested by the Insured or Initiated by us which reduces or restricts coverage other than:

- (1) The reduction of aggregate limits through reserves or payments of claims; or
- (2) Routine automobile changes;

we agree to mail or deliver notification to the person or entity shown on the Schedule. The notification will be at least the number of days shown in the Schedule before the effective date of the coverage change.

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Spillman & Wotyła, Inc. 8 Pennsylvania Avenue Glen Ellyn, IL 60137		PHONE (A/C. No. Ex.) (630) 469-4388		COMPANY Travelers Insurance Companies 215 Shuman Blvd Naperville, IL 60563-8458	
FAX (A/C. No.) (630) 469-1132		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: 00000019		LOAN NUMBER		POLICY NUMBER QT 660 0515M 444	
INSURED Leopardo-Reyes AJV 5200 Prairie Stone Parkway Hoffman Estates, IL 60192		EFFECTIVE DATE 02/01/2009	EXPIRATION DATE 07/01/2010	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 LCI #: 08-0937 - New construction of a 3 story, 104,709 masonry, non-combustible building known as Irving Park Area Elementary School located at 3231 N. Springfield, Chicago, IL

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk; Special Form; Completed Value Form	25,739,658	10,000
Soft Costs	3,000,000	5 days
Property in Transit	1,000,000	10,000
Temporary Storage	1,000,000	10,000
Flood - Annual Aggregate	5,000,000	25,000
Earth Movement - Annual Aggregate	5,000,000	25,000
Replacement Cost Coverage		
Coinsurance - None		
Specified Testing Included		
Permission to Occupy Included		

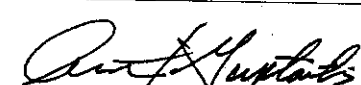
REMARKS (Including Special Conditions)

Additional Insureds & Loss Payees: The Public Building Commission; Board of Education of the City of Chicago; and the City of Chicago. **CI476**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Public Building Commission Procurement Dept. Richard J. Daley Center Room 200 Chicago, IL 60602	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE Anthony Guptaitis/MHM 		

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1476

PERFORMANCE AND PAYMENT BOND

Contract No. 1476

Bond No. 929466460 Continental Casualty Company

105123557 Travelers Casualty & Surety
Company of America

KNOW ALL MEN BY THESE PRESENTS, that we, Leopardo-Reyes, AJV,
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as Corporate Principal, and
Continental Casualty Company; Travelers Casualty and Surety Company of
America

a corporation organized and existing under the laws of the State of Illinois; with offices in the State of
* IL *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Twenty-Five Million Seven Hundred Thirty-Nine
Thousand Six Hundred Fifty-Eight Dollars and No Cents (\$25,739,658.00) for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated January 13, 2009, for the fabrication, delivery, performance and
installation of

Avondale Irving Park Area Elementary School
3231 N. Springfield, Chicago, IL

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and
any extension thereof that may be granted by the Commission, with or without notice to the Surety, and
during the life of any guarantee required under the Contract, and shall also well and truly perform and
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized
modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons,
firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work
provided for in the Contract, and any and all duly authorized modifications of said Contract that may be
made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and
protect the said Commission, its legal successor and representative, from all liability in the premises and
from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or
arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1476

assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of Twenty-Five Million Seven Hundred Thirty-Nine Thousand Six Hundred Fifty-Eight Dollars and No Cents (\$25,739,658.00) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1476

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 01-19-09, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name _____

BY _____ (Seal)
Individual Principal

Business Address _____

Individual Principal (Seal)

City _____ State _____

LEOPARDO-REYES AJV
CORPORATE PRINCIPAL

CORPORATE SEAL

BY: LEOPARDO COMPANIES, INC. A JOINT VENTURER

ATTEST

BY: *[Signature]*

BY *[Signature]*

BY: REYES GROUP LTD. A JOINT VENTURER

Secretary
Title _____

BY: *[Signature]*

ATTEST: *[Signature]*

333 W. Wacker Drive, Suite 250
Chicago, IL 60606

TITLE: CONTROLLER/SECRETARY

BY _____

CONTINENTAL CASUALTY COMPANY
Corporate Surety

Business Address & Telephone _____

Title Carl Dohn, Jr., Attorney-in-Fact
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Hannah Niziolek

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Carl Dohn, Jr., Attorney-in-Fact

Business Address: 333 E. Butterfield Road, Suite 810, Lombard, IL 60148

Telephone: 630-719-6343

Fax: 630-719-3305

The rate of premium of this Bond is \$ _____ per thousand. **
Total amount of premium charged is \$ _____ **

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY Edward Johnson
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

John D. Ward Jr., certify that I am the _____ Secretary of Leonardo Companies, Inc corporation named as Principal in the foregoing performance and payment bond, that Richard S. Mathias who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 19 day of January, 2009

John D. Ward Jr.
CORPORATE SEAL

CERTIFICATE AS TO CORPORATE SEAL

I, Lisa A. Nolan, certify that I am the Corporate Secretary of Reyes Group Ltd. corporation named as Principal in the foregoing performance and payment bond, that MARCOS G. REYES who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 19th day of January, 2009.

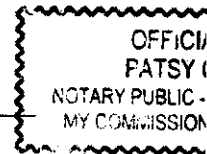
Lisa A. Nolan
CORPORATE SEAL
LISA A. NOLAN

(STATE OF Illinois)
(COUNTY OF Cook)

ON this 19th Day of January, 2009 before me came, Carl Dohn, Jr., who executed the preceding instrument, to me personally known, and being duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT of Continental Casualty Company the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Patsy Colazzo
Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Carl Dohn Jr., William P Maher, Patsy Collazo, Karen Dohn, Gary W Petrie, Individually

of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 15th day of September, 2005.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 15th day of September, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this

19th day of January, 2009



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

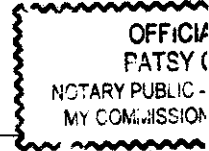
(STATE OF Illinois)
(COUNTY OF Cook)

ON this 19th Day of January, 2009 before me came, Carl Dohn, Jr., who executed the preceding instrument, to me personally known, and being by duly sworn, said that he/she is the therein described and authorized ATTC IN-FACT of Travelers Casualty and Surety Company of America the seal to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix Official Seal the day and year first above written.

Patsy Carroll

Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216981

Certificate No. 002605702

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Carl Dohn, Jr., Karen Dohn, Patsy Collazo, William P. Maher, and Gary W. Petrie

of the City of Palatine, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of June, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of June, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

LEOPARDO COMPANIES INC
5200 PRAIRIE STONE PARKWAY
HOFFMAN EST IL 60192

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04176

CERTIFICATE NUMBER: GC04176-5

FEE: \$ 2000

DATE ISSUED: 02/22/2008

DATE EXPIRES: 03/31/2009

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Richard M. Daley.

Richard M. Daley
Mayor

Handwritten signature of R. L. Rodriguez.

R. L. Rodriguez
Commissioner

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO

REYES GROUP LTD.
15515 S CRAWFORD AVE
MARKHAM IL 60426

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04193

CERTIFICATE NUMBER: CC04193-5

FEE: \$ 2000

DATE ISSUED: 03/20/2008

DATE EXPIRES: 04/05/2009

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Richard M. Daley.

Richard M. Daley
Mayor

The seal of the City of Chicago, identical to the one in the center of the document.

R. L. Rodriguez
Commissioner

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. Contractor's Bid
2. Bid Guarantee
3. Acceptance of the Bid
4. Basis of Award (Award Criteria)
5. Unit Prices (If applicable)
6. Affidavit of Non-Collusion
7. Schedule B - Affidavit of Joint Venture (if applicable)
8. Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
9. Schedule E - Request for Waiver from MBE/WBE Participation (if applicable)
10. Affidavit of Uncompleted Work
11. Proof of Ability to Provide Bond
12. Proof of Ability to Provide Insurance
13. General Contractor's License

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. Financial Statement
2. Disclosure Affidavit
3. Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1476
 AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

EXHIBIT #1 Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

Cook County Prevailing Wage for December 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC	BLD			29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER	BLD			41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER	BLD			32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.	BLD			35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN	ALL			30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN	ALL			38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN	ALL			39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR	ALL			28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER	ALL			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER	ALL			34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST	BLD			40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS	ALL			28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I	ALL			24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II	ALL			29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER	BLD	1		43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD	2		42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD	3		39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD	4		38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	FLT	1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT	2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT	3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT	4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	HWY	1		42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY	2		41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY	3		39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY	4		38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY	5		36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER	ALL			39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER	ALL			36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS	BLD			29.920	33.590	1.5	1.5	1.5	2.600	2.390	0.000	0.000
PILEDRIIVER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER	BLD			42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER	BLD			38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER	BLD			43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER	BLD			35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330

PUBLIC BUILDING COMMISSION OF CHICAGO
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SHEETMETAL WORKER	BLD	33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER	BLD	26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER	BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL	40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON	BLD	38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER	BLD	33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON	BLD	37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON	BLD	38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

HW (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver;

PUBLIC BUILDING COMMISSION OF CHICAGO
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Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

PUBLIC BUILDING COMMISSION OF CHICAGO
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OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Creta Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engine; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with

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"A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAMsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

PUBLIC BUILDING COMMISSION OF CHICAGO
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EXHIBIT #2 INSURANCE REQUIREMENTS

Insurance Requirements
Avondale Irving Park Area Elementary School

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage, excavation, remediation, transportation and disposal and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Professional/Environmental Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering negligent acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission, City of Chicago and/or Board property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission and the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Contractor and subcontractor under the Contract. All Contractor and subcontractor insurance is considered by contract to be primary.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

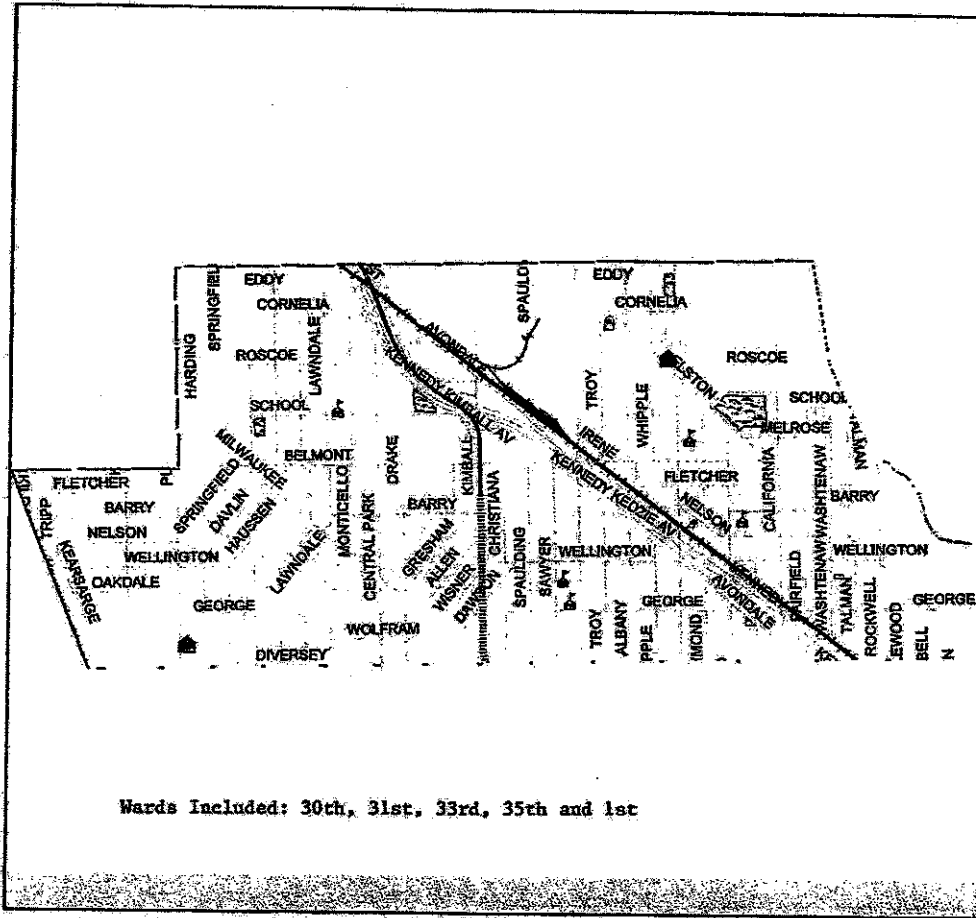
PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1476
AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

EXHIBIT #3 COMMUNITY AREA MAPS

Avondale/Irving Park Area School



AVONDALE



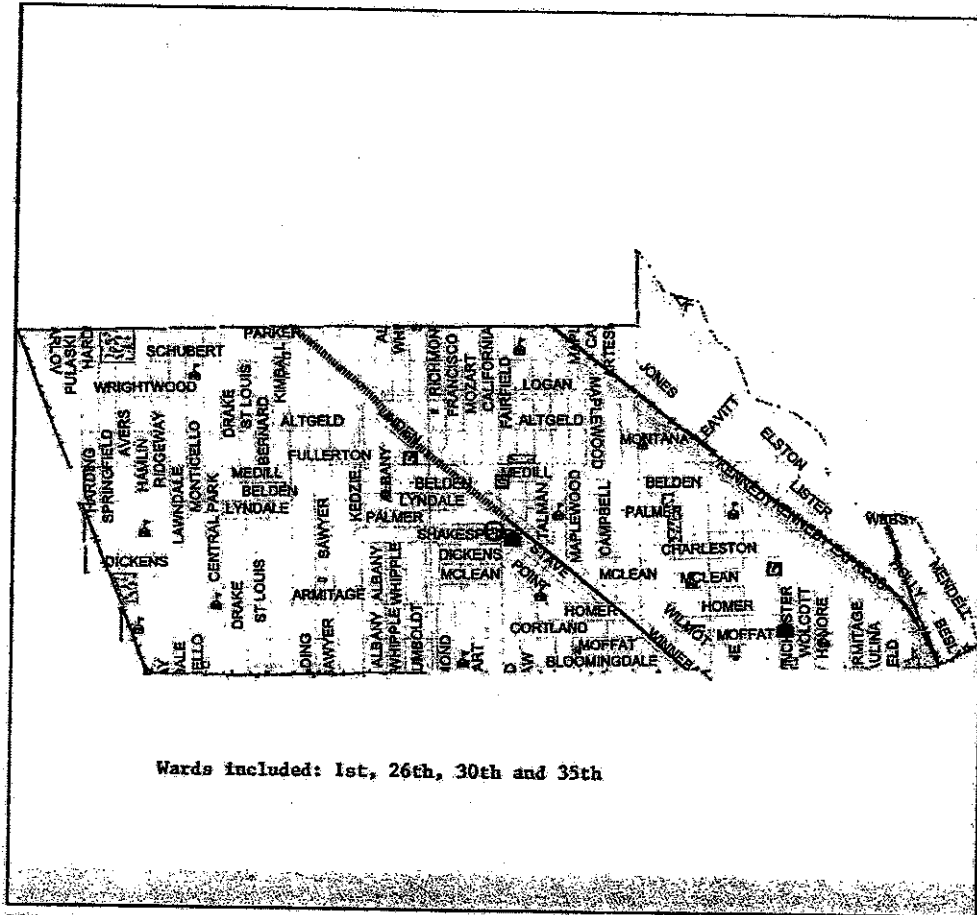
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AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL

EXHIBIT #3 COMMUNITY AREA MAPS-CONTINUED

Avondale/Irving Park Area School



LOGAN SQUARE





January 13, 2009

Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

Michael W. Behm, AIA
Leopardo-Reyes, AJV
333 W. Wacker Drive, Suite 250
Chicago, IL 60606

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Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

RE: **Notice of Award**
Contract No.: 1476
Type of Work: New Construction
Project : Avondale Irving Park Area Elementary School

Dear Mr. Behm:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on January 13, 2009 the Commission awarded to your company Contract No. 1476 in the amount of \$25,739,658.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than January 20, 2009, to the attention of Janice Meeks.

A copy of the fully executed contract will be released and sent to your office once all requirements have been met.

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: J. Plezbert, A. Vaca, P. Spieles, K. Holt, D. McNabb, J. Stein, B. Quinn, J. Albright, C. Kelly, G. Preuhns, E. Manning, K. Hall, R. Giderof,
Procurement File



January 23, 2009

Michael W. Behm, AIA
Leopardo-Reyes AJV
333 Wacker Drive, Suite 250
Chicago, IL 60606

Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
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EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

RE: **NOTICE TO PROCEED (REVISED)**

Contract No.: 1476

Project Name: Avondale Irving Park Area Elementary School

Type of Work: New Construction

Project # 05080

Dear Mr. Behm:

Pursuant to Contract No.1476, which was awarded to your firm on January 13, 2009, you are hereby notified that the Notice to Proceed date for this project is **January 22, 2009.**

Therefore in accordance with the Contract, the Substantial Completion date is established as **May 22, 2010.**

The Commission Representative for this Contract is Taylan Ekici. Please submit all project deliverables to Mr. Ekici at:

**Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, IL 60602**

Please reference the PBC project number and contract number (as listed above) on all correspondences.

This Notice To Proceed authorizes you to enter upon the project site and commence with the Work on January 22, 2009.

This Notice To Proceed does not authorize any of your subcontractors to enter upon the project site or to commence any Work prior to subcontractor approval by the Commission Representative pursuant to Section 4.03 of Book 2 "Standard Terms and Conditions for Construction Contacts".

Sincerely,

Erin Lavin Cabonargi
Executive Director

CC: J. Plezbert, P. Spieles, K. Holt, T. Ekici, D. McNabb, T. McHugh, C. Kelly, J. Stein, B. Quinn, R.Giderof, E. Manning, J. Albright, Procurement

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 01 TO CONTRACT NO. 1476
FOR**

**AVONDALE IRVING PARK AREA ELEMENTARY SCHOOL
3231 N. SPRINGFIELD
NEW CONSTRUCTION
05080**

DATE: Tuesday, November 25, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Change 1: Rescheduled Mandatory Technical Review Meeting date and time:
Tuesday, December 2, 2008 at 1:30 PM, in room CL115
Only Pre-Qualified Bidders who attends the Mandatory Technical Review Meeting
are eligible to bid.

END OF ADDENDUM NO.1

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 2 TO CONTRACT NO. 1476
FOR**

**Avondale / Irving Park Area Elementary School
For
New Construction**

DATE: December 12, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 2:

Change 1: In Book 2, Article 1. General Provisions, Section 1.01 Definitions, subpart 30. Delete in its entirety and replace to read as:

“Substantial Completion” means the date the Commission’s Representative has determined that: (i) the Project has been constructed in accordance with the Contract Documents such that it is ready for occupancy, utilization and continuous operation for the uses and purposes intended by the User, without material interference from incomplete or improperly completed Work, and with only Punch List Work remaining to be completed, (ii) the Commission has received and accepted a Certificate of Substantial Completion executed by the Contractor and Architect.

CHANGES TO BOOK 2A:

Change 2: In Book 2A, Section 01025, in part 3.5 Substantial Completion Procedures, delete in its entirety subpart C.9.

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 3: Table of Contents
Delete Table of Contents and replace with revised Table of Contents, attached.

Change 4: Schedule of Drawings:
Revise the Schedule of Drawings as follows:

- A. Civil sheet C1.0, delete “ROW Demolition Plan” and replace with: “Site & ROW Demolition Plan”.
- B. Architectural sheet A6.14, delete: “Vertical Metal Panel Details” and replace with: “Metal Panel Details”.
- C. Architectural sheet A7.4, delete: “Stair and Elevator Section” and replace with: “Elevator Section and Details”.
- D. Structural sheet S4.1, delete: “Sections, Details and Bracing Elevations” and replace with: “Bracing Sections, Details and Elevations”.
- E. Electrical sheet E6.2, delete: “Communication Riser Diagram” and replace with: “Rescue Assistance System Riser Diagram”.

PUBLIC BUILDING COMMISSION OF CHICAGO

F. Site Preparation Excavation sheet G1.0 (dated 08.18.08), issued "For Reference Only", add: "And Index" to sheet title.

- Change 5:** Cx O and M Data – Section 01731:
Delete section in its entirety.
- Change 6:** Earthwork – Section 02300
Under sub-section 3.2(C)4, at first line delete word: "form" and replace with: "from".
- Change 7:** The following sections: Unit Masonry – Section 04200, Structural Steel – Section 05120, Metal Wall Panels – Section 07413, Through Penetration Firestop Systems – Section 07841, Door Hardware – Section 08710, Terrazzo – Section 09410, Wood Slat Ceiling and Wall System – Section 09570; at all references to "Preinstallation Conference", delete references to "Division 1 Section Meetings" (section 04200), "Division 1 Section "Project Management and Coordination" (sections 05120, 07413, 07841, 08710, 09410, 09570), and replace with: "Conduct Pre-Installation Conference in accordance with Book 2A Section 3.5".
- Change 8:** Cold Formed Metal Framing – Section 05400:
Under 1.1 add "C. Coordination with Aluminum Window Wall: Section includes requirements for coordination with the supplier(s) and designer(s) of the Aluminum Window Wall as specified in 08910 "Aluminum Window Wall". Cold Formed Metal Framing performance requirements shall be coordinated with Aluminum Window Wall system components as shown on drawings, as specified in Section 08910, and as calculated for structural performance of the overall curtainwall system. All design, gravity, and wind loads transferred from the Aluminum Window Wall, including concentrated loads at connections shall be closely coordinated and accommodated in the Cold Formed Metal Framing structural calculations and design. Contractor shall provide all necessary clips, plates, stiffeners, and associated work to accommodate perimeter fastening of Aluminum Window Wall System components."
- Change 9:** Aluminum Windows – Section 08520:
Under 2.1(A) add the following Manufacturer's:
4) Custom
5) Kawneer
6) Peerless
7) Wausau
8) Winstrom"
- Change 10:** Interior Wire Mesh Window Guards – Section 08660:
Delete sub-section 1.1(A) in its entirety and replace with: "A. This section includes new interior wire window guards and supplementary support framing as specified and as required for support and hinged operation. Structural design of framing and support members, wall attachment, and extension from wall for clearance and operation of motorized shades shall be coordinated with Motorized Shades as specified in section 12503 "Motorized Window Shades". Structural attachment to adjacent CMU shall be designed and provided by installer under the direct supervision of a licensed Structural Engineer, registered in the State of Illinois. Design of support and extension framing shall

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accommodate electrical power feeds and associated work.”

- Change 11:** Aluminum Window Wall – Section 08910:
- A. Under 1.1 add: “D. Coordination with cold formed framing designer: Section includes requirements for coordination with the supplier(s) and designer (s) of the cold formed metal framing as specified in Section 05400 “Cold Formed Metal Framing”. Additional cold formed metal stiffeners, plates, etc. required to meet Aluminum Window Wall structural performance requirements, including concentrated loads at connections to cold formed metal framing, not otherwise required for cold formed metal framing curtainwall design shall be coordinated with the Cold Formed Metal Framing installer.
 - B. Under 1.3 delete sub-section “D” and replace with: “D. Wind Loading: Fabricate exterior units to withstand the wind pressure loading of 25 lbs. per sq. ft. on the gross area of the system, acting inward and also acting outward except 30 lbs. per sq. ft. at corners when tested in accordance with ASTM E 330.”
 - C. Under 2.6(A), delete all references to “curtainwall” and replace with “Aluminum Window Wall”, two locations.
- Change 12:** Stage Rigging – Section 11062:
Under 2.06 Trim Chains, Delete paragraph A, replace with: “Trim chains for dead hung suspension shall be minimum 1/4 inch grade 43 chain.”
- Change 13:** Projection Screens – Section 11132
Under sub-section 2.2, insert Manually Operated Screens as noted below under sub-section B, re-label subsequent alphabetic titles (“C”, “D”, “E”, “F” respectively, retain all content). Insert the following text:
“B. Manually Operated Screens:
1. General: Provide manufacturer’s standard spring-roller-operated units designed and fabricated for wall or ceiling installation and consisting of case, screen, mounting accessories, and other components necessary for a complete installation.
 2. Screen Case: Fabricated in 1 piece from steel sheet not less than 0.0299 inch (0.75 mm), with flat black design and vinyl covering or baked-enamel finish. Provide end caps with integral roller brackets and universal mounting brackets, finished to match end caps, for wall or ceiling mounting.
 3. Screen Mounting: Top edge securely anchored to a 3-inch- (75-mm-) diameter, rigid steel spring roller; bottom edge formed into a pocket holding a tubular metal slat, with ends of slat protected by plastic caps, and saddle and pull attached to slat by screws.”.
- Change 14:** Food Service Equipment – Section 11400:
Delete specification section with cut-off header and text in its entirety and replace with revised section 11400, attached.
- Change 15:** Stage Lighting – Section 16555:
Under 2.1 Manufacturer, Item B, add acceptable Dealer: “5. Intelligent Lighting Creations”

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- Change 16:** Building Automation System (BAS) General – Section 15950
Delete specification section in its entirety and replace with CPS updated section 15950, attached.
- Change 17:** BAS Basic Materials, Interface Devices, and Sensors – Section 15951
Delete specification section in its entirety and replace with CPS updated section 15951, attached.
- Change 18:** BAS Operator Interfaces – Section 15952
Delete specification section in its entirety and replace with CPS updated section 15952, attached.
- Change 19:** BAS Field Panels – Section 15953
Delete specification section in its entirety and replace with CPS updated section 15953, attached.
- Change 20:** BAS Software and Programming – Section 15955
Delete specification in its entirety and replace with CPS updated section 15955, attached.
- Change 21:** Exhibits – Section 15955
Add new CPS updated specification section exhibits; 15955 Exhibits, Attached.
- Change 22:** Sequence of Operation – Section 15958
Delete sub-section 3.11 “Exhaust Fans” A-C (inclusive), and replace with:
“3.11 Exhaust Fans (BAS-EF-01)
A. Toilet and General Exhaust fans EF1-9: BAS shall control the starting and stopping of these fans as follows:
1. **Start/Stop:** BAS shall command the operation of the Exhaust fan and it shall run continuously during the occupied period.
2. **Proof:** BAS shall prove fan operation and use the status indication to accumulate runtime. Upon failure of the exhaust fan, the BAS shall enunciate an alarm as specified above.
B. T-Stat controlled Exhaust fans EF-10 and heater shall be controlled by a thermostat to maintain a maximum of 85°F. Whenever the fan runs, its associated isolation damper & OA damper shall open. Whenever the fan stops, the dampers shall close. Thermostat shall also operate unit heater UH-1 to maintain a minimum temperature of 65°F.”.
- Change 23:** Wiring Devices – Section 16140
A. Under sub-section 1.7(A), delete: “1. Cord and Plug Sets: Match equipment requirements”.
B. Delete sub-section 2.6(A) in its entirety and replace with: “2.6 not used”.
C. Under sub-section 2.13(A), delete 2, 3, and 4 in their entirety and replace with:
“2. Wiring Devices Connected to Emergency Power System: Solid Red.”
“3. TVSS Devices: Solid Blue.”
“4. Isolated-Ground Receptacles: Solid Orange.”.

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CHANGES TO DRAWINGS:

Change 24: Sheet G1.1:

Revise Index of Drawings as follows:

- A. Civil sheet C1.0, delete "ROW Demolition Plan" and replace with: "Site & ROW Demolition Plan".
- B. Architectural sheet A6.14, delete: "Vertical Metal Panel Details" and replace with: "Metal Panel Details".
- C. Architectural sheet A7.4, delete: "Stair and Elevator Section" and replace with: "Elevator Section and Details".
- D. Structural sheet S4.1, delete: "Sections, Details and Bracing Elevations" and replace with: "Bracing Sections, Details and Elevations".
- E. Electrical sheet E6.2, delete: "Communication Riser Diagram" and replace with: "Rescue Assistance System Riser Diagram".
- F. Site Preparation Excavation sheet G1.0 (dated 08.18.08), issued "For Reference Only", add: "And Index" to sheet title.

Change 25: Sheet C1.0:

- A. Delete drawing and sheet titles "ROW Demolition Plan" and replace with: "Site & ROW Demolition Plan".
- B. Add note to sheet: "Contractor shall remove all perimeter fence post footings on Springfield and Milwaukee Avenue property frontages, verify exact location and number in field. For purposes of bidding contractor shall assume (70) seventy 15" Dia. 48"D footings. Contractor shall provide a unit price for each post and footing removal that can be utilized for and add or credit change order, note: sizes are approximate, contractor shall verify."
- C. Delete two existing trees and associated tree protection within the site perimeter as indicated on CSK-01, attached.
- D. Retain one existing tree and associated temporary tree protection within the site perimeter as indicated on CSK-01, attached.

Change 26: Sheets C4.0, C5.2:

- A. On sheet C4.0 provide 2 concrete access risers to 36" RCP pipe near catch basin 16 & manhole 4. Access risers shall be 24" diameter with access grates (lockable) at grade.
- B. Revise 5/C5.2 to include 36" access riser tee as noted above on sheet C4.0.

Change 27: Sheet C5.0, detail 9:

Add dimension string extending from top of pavement to bottom of curb: "1'-0" min."; the minimum curb embedment depth shall be 12" from pavement grade.

Change 28: Sheet L1.01:

- A. At tree tag for QB (swamp white oaks) just above text "16' Alley", delete "2" and replace with "1".
- B. Northeast of future Tot Lot, shift section tag reference "7/L1.03" southward to straddle the permeable paver and landscape threshold. Delete reference "7" and replace with "2".
- C. In parking lot, delete note "permeable paver C" and replace with note "permeable paver A".

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- D. Reconfigure concrete paving in north end of outdoor classroom to extend from gates to the first planter as identified in LSK-02 detail 2, attached.
- E. Under Notes, add note #11, "Along Milwaukee Ave. all existing trees in concrete parkway shall have a tree grate for proper fit, contractor shall verify size in field."

Change 29: Sheet L1.02:

- A. At "Site Plant Schedule", delete "(4) Quercus Bicolor" and replace with "(3) Quercus Bicolor".
- B. At detail 2, add new vertical dimension "12'" from finished grade to the bottom of perimeter concrete planter walls. Delete dimension of "1'-6'" from top of curb to bottom of curb and replace with: "Varies". Add note callout for perimeter walls "poured in place perimeter concrete planter wall with texture III plywood formwork on all exposed planter surfaces.", as identified on 2/LSK-01, attached.
- C. Add callout of reinforcement on all perimeter walls: "#4 rebar continuous @12" o.c.". Delete "Existing" from the subgrade callout beneath perimeter planter walls and replace with "Compacted". At center note callout delete "Poured in place concrete planter (typ.)" and replace with "Poured in place concrete barrier curb with two #4 rebar (typ. @interior non-perimeter planter dividers), as identified on 2/LSK-01, attached.

Change 30: Sheet L1.03:

Add detail 6: "Expansion Joint Plan" as indicated on detail 6/LSK-01, attached.

Change 31: Sheet L2.01:

- A. Reverse swing of ornamental gates at locations identified on the attached key map 1/LSK-02. Return perimeter fencing into the site 3'-0" at each of three double-gate locations identified on key map to allow a 90-degree swing outward of each leaf within the property line. Add note: "All fencing, posts, footings, and gate swings shall remain within property limits. For fencing along property line, fence centerline shall be 6" from property line."
- B. At Legend, delete: "6'-0" high ornamental metal fence (6' H OMF)" and replace with: "6'-0" ornamental fence (6' H OMF), and 8'-0" high ornamental fence (8' H OMF) or as otherwise designated. Note: 6' and 8' ornamental fence has the same linetype, refer to callout notes on plan for designation".
- C. Under notes, add note #5: "All gates on masonry compactor, transformer, and emergency generator enclosure shall be view blocking opaque gates – refer to architectural drawings for details, refer to specification section 02825"
- D. Detail 1, at southeast portion of site, at masonry enclosure refuse gate, at note "6'H X 4'W Orn metal swing gate" delete "Orn" and replace with "Opaque".
- E. Detail 1, at southeast portion of site, at masonry enclosure emergency generator double-gate, at note "6'H X 13'W Orn metal double swing gate" delete "Orn" and replace with "Opaque".
- F. Add detail #2 as referenced on LSK-02 detail 3, attached.

Change 32: Sheet L2.03:

At details 3, 4, and 5, add note: "Contractor shall provide tamper-resistant fasteners at all fasteners exposed to view."

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- Change 33:** Sheet AS.2, detail 3:
- A. Add graphic for five 30"x30" bins and callout note: "Landscape Recycling Area, bins by Owner".
 - B. Add note and callout at perimeter walls surrounding waste compactor/recycling, Natural Gas Em. Generator, and Compactor areas: "Moisture treated ground-face filled masonry units on all exposed faces; GFCMU-2 (Ref. sheet A13.0) with stone coping, refer to structural drawings for vertical reinforcement".
- Change 34:** Sheet A1.3A, detail 1:
- A. At Library 3002, add plan detail reference "5/A6.24" at gridline A, between gridline 17 and gridline 18.2, at angled window.
 - B. At Library 3002, add plan detail reference "4/A6.24" at intersection of gridline B and gridline 19.
- Change 35:** Sheet A1.4A:
- A. Modify chiller louver support framing, roof access ladder, etc. in area of Chiller enclosure as indicated on ASK-01, attached.
 - B. At southwest corner of roof near columns 16.9, just west of "G" add graphic for plumbing vent and note: "Plumbing vent reference 3/A6.12 coordinate with plumbing drawings, typical".
- Change 36:** Sheet A1.4B, detail 2:
- A. Add reference tag: "Library (3002) (open to below)"
 - B. At intersection of gridline B-19 add plan detail reference tag "4/A6.10"
 - C. Delete note "Galv. Ladder + OSHA cage: secure to wall and seal top surface of all penetrations" and replace with "Galvanized OSHA compliant ladder to high roof: secure to wall, provide panel flashing / trim as required, seal all wall penetrations"
- Change 37:** Sheet A2.1A, detail 1:
- A. At access panel graphic located just north of column A-16 in exterior soffit, add note: "30-inch x30-inch prefinished locking access panel (white) coordinate location for access to heat trace power and thermostat with plumbing and electrical."
 - B. Delete tag "Toilet (1058)" and replace with "Storage (1058)"
- Change 38:** Sheet A2.1B, detail 1:
Delete tag "Toilet (1055)" and replace with "Storage (1055)".
- Change 39:** Sheet A2.2A, detail 1:
- A. At Detail 1/A2.2A, at gridline 11 and adjacent to gridline E, delete portion of note at 30"x30" access panel labeled "heat race" and replace with "heat trace"
 - B. At Detail 1/A2.2A, just north of gridline 16 and gridline A add graphic for a 30"x30" access panel in canopy soffit. Add note: "30-inch x30-inch prefinished locking access panel (white) coordinate location for access to heat trace power and thermostat with plumbing and electrical."

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- Change 40:** Sheet A2.3B, detail 1:
- A. Delete tag "Corridor (2007)" and replace with "Corridor (3007)"
 - B. Delete tag "Corridor (2008)" and replace with "Corridor (3008)"
 - C. Delete tag "Classroom-3 (2012)" and replace with "Classroom-15 (3012)"
 - D. Delete tag "Classroom-4 (2013)" and replace with "Classroom-16 (3013)"
 - E. Delete tag "Classroom-5 (2014)" and replace with "Classroom-17 (3014)"
 - F. Delete tag "Classroom-6 (2015)" and replace with "Classroom-18 (3015)"
 - G. Delete tag "Classroom-7 (2016)" and replace with "Classroom-19 (3016)"
 - H. Delete tag "Classroom-8 (2017)" and replace with "Classroom-20 (3017)"
 - I. Delete tag "Classroom-9 (2018)" and replace with "Classroom-21 (3018)"
 - J. Delete tag "Stair 3 (2019)" and replace with "Stair 3 (3019)"
 - K. Delete tag "Classroom-10 (2020)" and replace with "Classroom-22 (3020)"
 - L. Delete tag "Classroom-11 (2021)" and replace with "Classroom-23 (3021)"
 - M. Delete tag "Toilet (2022)" and replace with "Toilet (3022)"
 - N. Delete tag "Girl's Toilet (2023)" and replace with "Girl's Toilet (3023)"
 - O. Delete tag "Janitor (2024)" and replace with "Janitor (3024)"
 - P. Delete tag "Boy's Toilet (2025)" and replace with "Boy's Toilet (3025)"
 - Q. Delete tag "Classroom-12 (2026)" and replace with "Classroom-24 (3026)"
- Change 41:** Sheets A3.1, A3.2, A3.4, A3.5:
At Elevation keynote legend make the following modifications:
- A. Keynote 3, delete word: "Weldd" and replace with "Welded".
 - B. Keynote 7, after "spec. sect. 10425" insert: "and drawing sheet A14.0".
 - C. Keynote 13, delete portion of note: "(Keynotes 16+19)" and replace with: "Keynotes 16+18".
 - D. Keynotes 16 and 18; delete: "Bright Silver" and replace with: "Weathered Zinc".
- Change 42:** Sheet A3.5, detail 1:
Add graphic (horizontal line) to indicate coping above metal panels in drawing.
- Change 43:** Sheet A4.1, detail 3:
At Chiller Well, shift chiller and support graphic location to coordinate/align with the roof plan on sheet A1.4A detail 1.
- Change 44:** Sheet A4.4, detail 2:
Add a dual-face clock 8'-0" A.F.F at center on column line E masonry enclosure at first, second and third floors; Corridors (1020), (2008) and (3008).
- Change 45:** Sheet A5.3, detail 1:
- A. Add graphic and note callout for motorized shade at high window in gymnasium. Mount housing to roof deck between structure and window wall at head.
 - B. At spandrel panel of high window in gymnasium, add graphic and callout note: "1- piece prefinished aluminum cover over visually exposed insulation, by window wall manufacturer".
 - C. Delete elevation tag text: "T/ Mas. Parapet at 146'-0" and replace with "T/Blkg. at frame parapet, at 146'-8".
 - D. Delete graphic for 2-piece extruded prefinished aluminum sill extension trim at high window sill.

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Change 46: Sheet A5.4, detail 1:

- A. Adjacent to gridline 13 at the vegetated roof and stair penthouse, add graphic and note for OSHA ladder: "hot-dipped galvanized OSHA ladder (beyond)".
- B. At stair penthouse between gridline 12 and gridline 13 add HSS diagonal bracing (beyond chiller), coordinate location with revised structural drawings.
- C. At scupper at stair penthouse delete note and replace with new note: "8"x16" scupper to D.S. spill to precast splash block at lower roof; offset downspout between the HSS diagonal bracing and exterior face of wall HSS diagonal bracing (beyond)".

Change 47: Sheets A5.1 and A6.1:

- A. At "Enlarged Section + Plan Notes Legend", delete description for Keynote "113-L" and replace with: "Continuous two-piece extruded alum. Sill, jamb + head extension trim by win. Wall mfr. Color to match window wall w/concealed fasteners. Return ends and perimeter seal in color to match window wall."
- B. At "Enlarged Section + Plan Notes Legend", delete description for keynote "108-G" and replace with description: "Weep hole ventilators at 24" o.c. max., provide min. 2 per open'g at smaller wall open'gs".

Change 48: A6 series (all sheets):

- A. Add general note: "Thru-wall masonry flashing note: at all locations where thru-wall flashing at exterior masonry cavity walls cannot extend 16" vertically due to horizontal joint reinforcement, etc. install min. 8" vertically from lintel surface."
- B. Add general note: "Provide air barrier transition strips at all control joints, corner transitions, material transitions as recommended by air-barrier manufacturer and as required for compatibility with adjacent sealants, coordinate with other trades as required".

Change 49: Sheet A6.3:

- A. At Detail 3, delete callout note 107-N and graphic representation of 2 piece extruded prefinished aluminum sill extension trim at window wall sill.
- B. At Detail 4, add graphic and callout for motorized window shade at high window in gymnasium with note: "119-H, Motorized". Mount housing to roof deck between structure and window wall at head.
- C. At Detail 4, at spandrel panel at high window in gymnasium, add graphic and callout note: "1-piece prefinished aluminum cover over visually exposed insulation, by window wall manufacturer".
- D. At Detail 4, graphically indicate batt insulation in cold-formed metal (light gage) box headers, add note: "Fill all perimeter wall box-headers w/min. R-14 Batt insulation prior to installation, typ."
- E. At Detail 4, add callout note at steel plate graphic beneath wood coping blocking: "1/4" galvanized steel plate at head of window wall, secure to cold formed framing, reference structural".
- F. At details 3+7, at note regarding mortar setting bed and anchorage of angles, delete portion of note: "w/ 1/2" exp. Anchors" and replace with: "1/2-inch HILTI Kwik Bolt 3 Expansion anchor (min. 3-1/2" embedment). Install anchor in strict accordance with Manufacturers instructions".

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Change 50: Sheet A6.5:

- A. At Detail 2, revise dimension at 2 piece sill extension trim from 1 ¼" to 1" and add graphic and note: "chamfer the top of ¾" solid surface wall base to align with extension trim, align all window wall extension trim flush with interior face of gypsum wallboard, typ."
- B. At Detail 3, delete portion of note: "wood panel ceiling ref. specification section 09512" and replace with: "suspended wood slat ceiling system, reference specification section 09570".

Change 51: Sheet A6.8:

- A. At Detail 7, delete note "107-N" and graphic representation of 2 piece extruded prefinished aluminum sill extension trim at clerestory window sill. Revise window wall profile at this location from 6" to 8" profile, add note "8-inch profile" after 113-A.
- B. At Detail 8, delete note "107-N" and graphic representation of 2 piece extruded prefinished aluminum sill extension trim at clerestory window head. Revise window wall profile at this location from 6" to 8" profile, add note "8-inch profile" after 113-A.

Change 52: Sheet A6.9:

- A. At detail 6, revise 6" window wall profile to 8" profile, after keynote "113-A", add note: "8" profile", delete graphic of 2-piece prefinished aluminum sill extension trim.
- B. At detail 6, delete note 113-L
- C. At detail 7, Revise 6" window wall sill, jamb, and head profile to 8" profiles, after 113-A, add note: "8" profile".
- D. At detail 7, add callout note and arrow to framing between CMU wall cavities: "metal framing @16" o.c. max."
- E. At detail 7, at note to left of detail, between "J-bead" and "At" add: "backer rod and sealant".
- F. At detail 11, Revise 6" window wall sill, jamb, and head profile to 8" profiles and remove 2 piece prefinished aluminum sill extension trim.
- G. At detail 11, delete note 113-L and associated graphic, at 113-A add: "8" profile", graphically adjust.

Change 53: Sheet A6.11, detail 2:

Graphically revise both 8" window wall jamb profiles to 6" profiles while holding 4" dimension from column line "18", adjust dimensions. Add text: "6" profile" adjacent to keynote 113-A .

Change 54: Sheet A6.19:], details 6, 9, 11:

Graphically revise window wall jamb profiles to 6" profiles while holding exterior dimension 4" from column line "18", adjust dimensions. Add text: "6" profile" adjacent to keynote 113-A in details 6+9, add keynote: "113-A, 6" profile" at window wall jamb at detail 11.

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- Change 55:** Sheet A6.20, detail 11:
Retain masonry locations, relocate "CJ" (CMU control joint) 8" to right to align with inside face of 118-B. 10" Nom. CMU supported by foundation below shall be isolated from 8" Nom. CMU seated on elevated slab. Add compressible filler, sealant and backer rod and joint stabilizing anchors at 16" o.c. (including graphics and notes).
- Change 56:** Sheet A6.24, detail 4:
A. Add graphic for 2-piece 1" prefinished aluminum jamb and sill extension at window wall mullions, add tag: "113-L" referenced to jamb extension trim.
- Change 57:** Sheet A7.2, detail 9:
A. At gridline F at the scupper and downspout, add graphic and note "offset downspout between the HSS diagonal bracing and exterior face of masonry wall."
B. At gridline "F" Add graphic for HSS diagonal bracing, coordinate location with structural plan and add note: "hot dipped galvanized HSS framing and diagonal bracing".
C. Between gridline F and gridline G graphically add HSS removable beam at the center of the top framing girt.
- Change 58:** Sheet A7.4:
Delete Sheet title: "Elevator and Stair Section" and replace with: "Elevator Section and Details".
- Change 59:** Sheet A8.4:
A. At detail 2, relocate overhead projection screen graphic and note "8'PS" to opposite (north) wall of room. Relocate note "overhead projector provisions, provide 1" empty conduit with pull wire to associated concentrator enclosure to the ceiling mounted projector." 12' south of north wall and add note: "coordinate with electrical drawings".
B. At detail 4C delete 8' projection screen graphic and identification note: "8' Projection screen @T/mounting board".
C. At detail 4A add 8' projection screen graphic and identification note: "8' Projection screen @T/marker board, center on marker board".
- Change 60:** Sheet TR2.1, detail E5:
Add general note: "Fill all sides with screen or mesh, do not leave open face(s)".
- Change 61:** Left intentionally blank.
- Change 62:** Sheet S.02:
Modify Column Schedule (Column C11 and clarification notes regarding firetrol casing) as indicated on SSK-10, attached.
- Change 63:** Sheet S1.1A:
Modify column designations at F.5/10 and E.5/10 as indicated on SSK-17, attached.
- Change 64:** Sheet S1.2A, Framing Updates:

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- A. Revise beam sizes at Computer Lab as indicated on SSK-11, attached.
- B. Add beam size designation at expansion joint as indicated on SSK-12, attached.

Change 65: Sheet S1.4A:
Revise chiller well louver support framing including additional galvanized steel HSS posts as indicated on SSK-21, attached.

Change 66: Sheet S1.5:
Delete entire sheet S1.5 dated 11.20.08 and replace with new sheet S1.5, mark 2, dated 12.09.08, attached. Changes to sheet include, but are not limited to, clarifying extents of 8"/12" CMU at masonry compactor enclosure, clarify enclosure roof plan, updated framing and slab edges at clerestory roof framing plan, updated framing for screen at chiller well. Added new details 3/S1.5 and 4/S1.5.

Change 67: Left intentionally blank.

Change 68: Left intentionally blank.

Change 69: Sheet S3.1, detail 14:
Add additional clarification note to detail as indicated on SSK-16, attached.

Change 70: Sheet S3.2:
A. At detail 5, revise note as indicated on SSK-15, attached.
B. At detail 16, add the following clarification note: "Steel Plate Installation Note: Install the steel plate at the floor / roof joint and fill the void with concrete only after the entire building exterior CMU walls below (1 story) and above (1 story) the floor deck under consideration are installed and building is enclosed".

Change 71: Sheet S3.5:
A. Detail 1, delete detail and replace with revised chiller louver support framing detail as indicated on SSK-01, attached.
B. Detail 2, delete detail and replace with revised chiller louver support framing detail as indicated on SSK-02, attached.
C. Detail 4, add clarification note as indicated on SSK-03, attached.
D. Detail 5, modify detail title and notes, add clarification notes as indicated on SSK-04, attached. Secure this and other similar plates to cold formed framing wall and tube steel for support of coping and window wall support.
E. Detail 7, modify drawing title to clarify the extent of application as indicated on SSK-05, attached.
F. Detail 8, modify detail title and notes as indicated on SSK-06, attached.
G. Detail 10, modify detail notes and graphics as indicated on SSK-07, attached.
H. Add new detail 11/S3.5 as indicated on SSK-08, attached. Detail is indicates cold formed (light gage) framing along grid line A at Library clerestory roof.

Change 72: Sheet S3.6, detail 1:
Add note clarifying steel plate at top of cold formed framing as indicated on SSK-22, attached. Secure this and other similar plates to cold formed framing for support of coping and window wall support.

Change 73: Sheet S4.1, detail 7:

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Added bracing elevation for Chiller well screen support framing and added axial capacity of beam connections required at lateral bracing as indicated on SSK-09, attached.

- Change 74:** Sheet S5.1, detail 6:
Delete note 1 and replace with revised note 1 as indicated on SSK-13, attached. Note clarifies typical CMU bond beam reinforcement.
- Change 75:** Sheet S5.2:
A. At detail 3, add note clarifying penthouse wall reinforcement as indicated on SSK-14, attached.
B. At detail 4, add graphic and note for L1 over roof penthouse access door.
- Change 76:** Sheet E0.1:
At Drawing List, delete sheet title for E6.2 and replace with "Rescue Assistance System Riser Diagram".
- Change 77:** Sheet E1.0:
At detail 1, at 4" AT&T service conduit add graphic and callout note "New Hand hole 24"x24" int., ref. 13/E8.4 to be provided and installed by contractor, contractor to coordinate requirements with other trades for installation flush with finished grade, locate within 5'-0" of building perimeter".
- Change 78:** Sheet E1.1A, detail 1:
A. Add one smoke detector on either side of doors equipped with electromagnetic hold-opens at the following locations;
i. Door between Workroom 1011 and Vault 1012
ii. Doors between Corridor 1017 and Corridor 1074
iii. Doors between Corridor 1074 and Corridor 1085
iv. Doors between Corridor 1074 and Corridor 1075
B. Add notes in Dining Room 1080:
"Notes:
1. Dining Room sound system equipment shall be provided and installed by Electrical contractor in accordance with project specifications. Electrical contractor shall provide conduits, j-boxes, wiring, etc.
2. Dining Room assisted listening devices shall be provided and installed by Electrical Contractor in accordance with project specifications."
- Change 79:** Sheet E2.1A, detail 1:
A. Add one smoke detector on corridor side of electromagnetically held-open doors between Hall 2047 and Corridor 2006.
B. Add one smoke detector on either side of doors between Gymnasium 2040 and Hall 2038.
C. At stage platform Storage 2044, shift LP-S symbol out of chase to west wall of room interior.
D. Add wall mounted SCE in Storage 2005 as shown in ESK-01, attached.
- Change 80:** E3.1A:
Add graphic and callout note for horizontal roof drain piping heat trace from high library

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roof: "Pipe heat trace HT-1, coordinate with plumbing plans, refer to plumbing drawing P5.1 for specification."

- Change 81:** Sheet E6.2:
Delete sheet title: "Communication Riser Diagram" and replace with: "Rescue Assistance System Riser Diagram".
- Change 82:** Sheet E4.1C:
Add motorized exhaust fan and schedule information in Yard Storage Room 1088 as shown on ESK-02, attached.
- Change 83:** Sheet P3.1A, detail 1:
Add heat trace to roof drain and downspout piping from high library roof (in soffit) as indicated on PSK-01, attached.
- Change 84:** Sheet P5.1:
Delete "Laboratory Waste and Vent Piping" notes and replace with revised "Laboratory Waste and Vent Piping" notes for compliance with Chicago Code as indicated on PSK-02, attached.
- Change 85:** Sheet P1.1A:
Revise elevator pit pump discharge piping into funnel floor drain in Janitor Closet 1067 as indicated on PSK-03, attached.
- Change 86:** Sheet M1.1A:
A. Add notes to provide sizing of KE-1 pursuant to request of permit reviewer as indicated on MSK-01, attached.
B. Add new EF-10 to serve Yard Storage Room, modify size of intake louver in room, modify notes regarding exhaust fan and louver in room as indicated on MSK-01, attached.
- Change 87:** Sheet M1.1C:
A. Modify size and location of radiant panel RAD 1-1, modify piping to accommodate new panel location, incorporate keyed note 1 from sheet M1.1C for filter panel as indicated on MSK-02, attached.
B. Modify size of hot water supply and return piping to UH-A as indicated on MSK-09, attached.
- Change 88:** Sheet M3.1A:
Removed two diffusers from Library 3002 and adjust duct routing for two type A diffusers as indicated on MSK-03, attached.
- Change 89:** Sheet M3.1B:
Modify ductwork routing, size, and diffuser locations in Music Room 3027 as indicated on MSK-04, attached.
- Change 90:** Sheet M6.9:
Added control diagram for EF-10 as indicated on MSK-05, attached.

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- Change 91:** Sheet M7.1:
Modify refrigeration schedule and refrigeration notes as noted on MSK-06, attached.
- Change 92:** Sheet M7.2 :
- A. Added EF-10 to the Fan Schedule and added notes to the remarks column as indicated on MSK-07, attached.
 - B. Added diffuser type "L" to the Diffuser Schedule as indicated on MSK-07, attached.
 - C. Added a model type for diffuser type "K" as indicated on MSK-07, attached.
 - D. Added remark "3" to all diffusers as indicated on MSK-07, attached.
- Change 93:** Sheet M7.3
- A. Modify information for UH-A in Hydronic Heater Schedule as indicated on MSK-08, attached.
- Change 94:** Sheets M6.1 – M6.11 (inclusive):
Delete all notes: "For Reference Only" from drawings.

QUESTIONS & ANSWERS:

- Q1.** The Avondale plans to not denote a divider curtain, this would be a pretty common installation. Was this overlooked, or simply not required?
- A1.** **A Gymnasium sub-dividing curtain is not required.**
- Q2.** Sheet C1.0 indicates (2) light poles to be relocated on the project site. Sheet C2.0 indicates (2) new light poles to be installed. Please advise if the (2) light poles are to be relocated or if new poles are to be installed.
- A2.** **The light poles indicated to be relocated and new (within the right of way) will be provided under a separate contract coordinated with the Owner and associated utility.**
- Q3.** The walls on the prairie planters need to all be the same Height, not as drawn in 2/L1-02. As drawn, the walls casting will be a two stage process. As drawn it will require that the planters be partially filled with top soil, the area under the intermediate wall will then have to be hand excavated and filled with stone, then the intermediate walls, formed poured and stripped over the partial bed of topsoil. Please make all of the planter walls the same depth to avoid this more costly, less- than- best practice approach.
- A3.** **Refer to revised planter details outlined in Addendum 2. It is acceptable to form intermediate walls to the depth equal to perimeter planter walls, at no additional cost or time increase to the contract. The height shall be as referenced on the Civil Grading & Drainage Plan.**
- Q4.** There is a 117' gap in tree planting along Milwaukee Ave. The city landscaping ordinance asks for trees 25'-0' OC along roads. In this gap intentional?

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- A4. Yes, gap is intentional, trees shall be installed as per plan.
- Q5. The specifications for "Projection Screens" include a spec for motorized projection screens only. Please provide a spec for non-motorized screens.
- A5. Refer to Specification Section 11132 modifications in Addendum 2.
- Q6. Rooms 1058 and 1055 on sheets A1.1a & A1.1b are labeled as store rooms. On sheets A2.1a and A2.1b these rooms are labeled as toilet rooms.
- A6. Refer to Addendum 2.
- Q7. C1.01 indicates tree grates on all existing trees along Milwaukee Ave and Springfield. A site visit reveals only (3) tree grates are in place and they are 78"x 42". Are we required to provide new tree grates for all of the trees? What Size?
- A7. Contractor shall provide tree grates for all new and existing street trees on Milwaukee Avenue, and four new trees on Springfield Avenue as identified on plan.
- Q8. Upon review of site conditions, it was discovered a swing gate on the SW corner of the project site adjacent to the existing property. Please advise if this gate and access through the existing drive lane will be permitted for construction activities. Please see attached sketch.
- A8. No, access from the adjacent Bank property cannot be utilized for Construction activities. Contractor shall provide Site Mobilization / Utilization plan for review and approval in accordance with project specifications.
- Q9. Drawing L1-01 contains the Note 'Permeable paver C' in the parking lot on the northwest side of Springfield but no paver type C is shown in the legend. Is this lot to be paved with asphalt, is it to receive permeable Pavers, or is it to receive one of the scheduled pavers and, if so which one?
- A9. Parking lot shall be permeable paver type "A", Refer to Change 28 of this addendum.
- Q10. Please define the limits of the "Stamped Concrete Pavement called out on C2.0.
- A10. There shall be no stamped concrete pavement areas. The call out on sheet C2.0 along the Springfield Avenue frontage will be revised to indicate "Concrete pavement and base (typ.)", refer to Addendum 2.
- Q11. Drawing AS.2 shows a 12" curb on the School side of the trash enclosure drive; what type of curb is required on the Avers St. side of the drive?
- A11. The east side of drive shall receive a 6" wide barrier curb, a concrete curb and gutter is required along Avers Street. Refer to Civil Construction Details.

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- Q12.** How high is the ornamental fence on the project? If there is more than one height required, please indicate the limits of each height of fence.
- A12.** Refer to callouts on Sheet L2.01 and change 31 of this Addendum for ornamental fence clarification.
- Q13.** Requesting information for the following items for the asphalt and site concrete bid packages:
- A. What is the curb type in the northwest permeable paver parking lot (barrier or curb and gutter)?
 - B. What is the depth of the mill and grind of street pavement for North Springfield Avenue?
 - C. What are the limits of the stamped concrete pavement?
 - D. Is there a detail on the 12" wide curb which leads to the trash enclosure?
 - E. Who is responsible for traffic control for work in roads?
 - F. What bid package is responsible for saw-cutting of roads?
 - G. What surrounds the trash/recycle, generator enclosure and transformer areas... walls or curb?
 - H. Who is responsible for the PCC base and asphalt patch at roadway utility connections?
- A13.**
- A. Concrete barrier curb is proposed to bound the paver pavement within the parking lot property site.
 - B. Mill and grind surface course of asphalt pavement unless indicated otherwise. Refer to detail 8/C5.3 for depth information.
 - C. There are no stamped concrete pavement areas. The call out along the Springfield Avenue frontage will be revised to indicate: "Concrete Pavement and Base (Typ.)", refer to Addendum 2.
 - D. Refer to detail 9/C5.0.
 - E. Contractor shall be responsible for all street closures and any associated work.
 - F. Saw-cutting work and all associated construction are part of this bid package.
 - G. Refer to architectural and structural drawings.
 - H. Contractor is responsible for coordination, construction, connections, restoration of right of way areas, and other related work as indicated on the plans and project specifications.

ATTACHMENTS:

- Project Specification Table of Contents, 7-pages, dated 12/09/08
- Specification Section 11400 Food Service Equipment, dated 12/09/08
- Specification Section 15950 Building Automation System (BAS) General, dated 12/09/08
- Specification Section 15951 BAS Basic Materials, Interface Devices, and Sensors, dated 12/09/08
- Specification Section 15952 BAS Operator Interfaces, dated 12/09/08
- Specification Section 15953 BAS Field Panels, dated 12/09/08
- Specification Section 15955 BAS Software and Programming, dated 12/09/08
- Specification Section 15955 Exhibits
- CSK-01, 1-page (8-1/2"x11" format), dated 12.09.08
- LSK-01, 1-page (8-1/2"x11" format), dated 12.09.08
- LSK-02, 1-page (8-1/2"x11" format), dated 12.09.08

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ASK-01, 1-page (11"x17" format), dated 12.09.08
Sheet S1.5, 1-sheet (30"x42" format), dated 12.09.08
SSK-01, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-02, 1-page (8-1/2"x11" format), dated 12.09.08
SSK-03, 1-page (8-1/2"x11" format), dated 12.09.08
SSK-04, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-05, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-06, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-07, 1-page (8-1/2"x11" format), dated 12.09.08
SSK-08, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-09, 1-page (11"x17" format), dated 12.09.08
SSK-10, 1-page(11"x17" format), dated 12.09.08
SSK-11, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-12, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-13, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-14, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-15, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-16, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-17, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-18 Number not used.
SSK-19 Number not used.
SSK-20 Number not used.
SSK-21, 1-page(8-1/2"x11" format), dated 12.09.08
SSK-22, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-01, 1-page(11"x17" format), dated 12.09.08
MSK-02, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-03, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-04, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-05, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-06, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-07, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-08, 1-page(8-1/2"x11" format), dated 12.09.08
MSK-09, 1-page(8-1/2"x11" format), dated 12.09.08
PSK-01, 1-page(8-1/2"x11" format), dated 12.09.08
PSK-02, 1-page(8-1/2"x11" format), dated 12.09.08
PSK-03, 1-page(8-1/2"x11" format), dated 12.09.08
ESK-01, 1-page(8-1/2"x11" format), dated 12.09.08
ESK-02, 1-page(8-1/2"x11" format), dated 12.09.08

END OF ADDENDUM NO.2

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**ADDENDUM NO. 3 TO CONTRACT NO. 1476
FOR**

**Avondale / Irving Park Area Elementary School
For
New Construction**

DATE: December 17, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1- Project Information, Instructions To Bidders, And Execution Documents

- Change 1:** In Book 1, section IV. Delete in its entirety Bid Form pages 14 and replace with the revised attachment, Bid Form, dated Dec 17, 2008.
- Change 2:** In Book 1, section IV. Delete in its entirety Site Work Allowance pages 15-16 and replace with the revised attachment, Site Work Allowance, dated Dec 17, 2008.

CHANGES TO BOOK 2-Standard Terms and Conditions for Construction Contracts

- Change 3:** In Book 2, Article 9. Personnel, section 9.05 Mechanical and Electrical Coordinator, replace to read as;
- The Contractor will provide a staff member or members, as necessary, who have the sole responsibility to perform mechanical and electrical coordination, as described in Book 2A – Section 01010 – 2.5 – Mechanical and Electrical Coordinator.
- Change 4:** In Book 2, Article 16. Payments, section 16.08.2 Release of Retainage. Change 3rd paragraph to read as;
- At Substantial Completion. When the Project is Substantially Complete, the Contractor must notify the Commission Representative, in writing, that the Project will be ready for inspection and/or testing on a definite date. Such notice must be given at least seven (7) calendar days in advance of said date. If the Commission Representative concurs that the Project will be ready for inspection and/or testing on the date given, the Executive Director and other parties will make such inspection as is convenient for all parties, but within a reasonable period of time. The scheduling of the inspection to determine whether the Project is Substantially Complete shall not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access for the inspection. If the Executive Director finds that the Work is acceptable under the Contract Documents and has been fully and satisfactorily performed on a timely basis, Retainage will be reduced to an amount equal to one

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percent (1%) of the total Contract value, including any approved change orders; provided that the Contractor has furnished: a) MBE / WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE/WBE stating the final amount earned; b) complete certified payrolls; c) documentation of the turn over of "as-built" drawings, record shop drawings, and product data; d) spare stock of materials, spare parts, accessories, special tools, O & M manuals, guarantees, warranties; e) and all other items required by the Contract Documents or the Commission Representative.

CHANGES TO BOOK 2A- Standard Terms and Conditions Procedure Manual

Change 5: In Book 2A, Section 01400-Quality Control Procedures and Product Standards, Part 3-Execution, subpart 3.4.A delete in its entirety and replace to read as;

A. Readings: Contractor must have the surveyor described above take readings of the work and adjacent property at a minimum number of points as indicated in the schedule below. Additional monitoring points may be established as the Contractor determines to be necessary. Provide a proposed program, in writing, for settlement monitoring prior to the start of excavation or foundation work. Have readings taken weekly until the Work is substantially complete.

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 6: Table of Contents:

- A. Under Div 01 – Project Requirements, add: "01510 Temporary Offices", insert "2" (pages).
- B. Under Div 01 – Project Requirements, delete: "01100 Cx Commissioning Requirements, 4 pages" from TOC.
- C. Add new Exhibit B including TOC title and attachments:
"EXHIBIT B:

Phase I Environmental Site Assessment Report, Proposed Avondale School Site, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Chicago Public Schools dated January 8, 2007 - this is the parking lot site, 239 pages, attached (FOR REFERENCE ONLY).

Phase I Environmental Site Assessment Report, Proposed Avondale School - Adjacent Parcel, 3235 North Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Chicago Public Schools dated May 10, 2007 - this is the main school site where the CVS drugstore was located, 243 pages, attached (FOR REFERENCE ONLY).

Phase II Environmental Site Assessment Report, Proposed Avondale School Site, Northwest Corner of Milwaukee and Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Chicago Public Schools dated May 10, 2007 - this is the parking lot site, 30 pages, attached (FOR REFERENCE ONLY).

Ground Penetrating Radar (GPR) Survey, Phase II Environmental Site Assessment, Avondale/Irving Park School, 3235 N. Springfield Avenue, Chicago, Illinois by

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MACTEC Engineering and Consulting, Inc. for Public Building Commission dated January 4, 2008 - Letter Report of Initial GPR of main site - could not access under CVS or part of parking lot, 53 pages, attached (FOR REFERENCE ONLY).

Additional Ground Penetrating Radar (GPR) Survey, Avondale/Irving Park School, 3235 N. Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Public Building Commission dated October 7, 2008 - Letter Report of GPR of main site after CVS store was demolished - addressed previously inaccessible areas (FOR REFERENCE ONLY).

Test Pitting Activities, Avondale/Irving Park School, 3235 N. Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Public Building Commission dated October 10, 2008 - Letter Report of three test pits performed at the main site to investigate anomalies found during second GPR survey, 10 pages, attached (FOR REFERENCE ONLY).

Laboratory Report by STAT Analysis Inc. for waste characterization sample obtained during the test pitting activities at the main site dated October 13, 2008, 8-pages, attached (FOR REFERENCE ONLY)."

- Change 7:** Schedule of Drawings:
Revise the Schedule of Drawings to include As-Built Site Preparation Surveys (For Reference Only) as follows:
- A. "T-1 – Plat of Topography" (For Reference Only), 1-sheet 30"x42" prepared by Land Surveying Services, Inc. for Rossi Construction, dated 11-25-08, attached.
 - B. "T-2 – Plat of Topography phase 3; Final" (For Reference Only)", 1-sheet 30"x42" prepared by Land Surveying Services, Inc. for Rossi Construction, dated 11-25-08, attached.
- Change 8:** Temporary Offices – Section 01510:
Add new section in its entirety, 2-pages, attached.
- Change 9:** Cx Commissioning Requirements - Section 01100:
Delete Section in its entirety.
- Change 10:** Cx Process – Section 01810
Delete section in its entirety and replace with revised section: "01810 Cx Process", attached.
- Change 11:** Cast -In-Place- Concrete–Section 03300
In sub-section 3.10.B, eliminate sub-paragraph 1 in its entirety and insert "1. Gymnasium Floors (Floating): Overall value of flatness, F(F) 50; and levelness, F(L) 35; with minimum local values of flatness, F(F) 35; and levelness, F(L) 24 for floating gymnasium floors and other specialty floor areas as required."
- Change 12:** Wood Gymnasium Floor–Section 09644
After sub-paragraph 3.1.B.3 Add,
"4. Flatness/levelness Testing:

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- a. Two weeks prior to the installation of wood gymnasium floor perform a second F-Number measurement to affirm the results measured for the floating slab under paragraph 3.10 in section 03300 of this Specification.
- b. Second F-Number measurement shall include construction joints over the entire slab surface.
- c. Wood Gymnasium flooring installer shall be present during entire second F-Number measurement procedure.
- d. Areas of floating gymnasium slab that are not in conformance with requirements of paragraph 3.10.B.1 shall be corrected according to paragraph 3.13 of section 03300."

Change 13: Composite Metal Panel System – Section 07415:
Under sub-section 2.2, delete sub-part "C" in its entirety and replace with: "Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in panels and remain weathertight; and as recommended in writing by Composite Metal Panel manufacturer."

Change 14: Sprayed Fire-Resistive Materials – Section 07811:
Delete sub-section 2.2 in its entirety and replace with 2.2 and 2.3 as indicated below:

"2.2 EXPOSED SPRAYED FIRE-RESISTIVE MATERIALS

- A. General: For exposed applications of sprayed fire-resistive materials in mechanical/electrical equipment rooms, store rooms and unfinished areas provide manufacturer's standard products complying with requirements indicated for material composition and for minimum physical properties of each product listed, measured by standard test methods referenced with each property.
- B. Available Products:
 - A. Exposed Cementitious Wet Sprayed Fire-Resistive Material:
 1. Grace, W. R. & Co.--Conn., Construction Products Div.; Monokote Type Z106.
 2. Isoltek International Corp., Cafco Products; Cafco 400.
 3. Southwest Vermiculite Co., Inc.; Type 7GP.
 - C. Physical Properties: Minimum values, unless otherwise indicated, or higher values required to attain designated fire-resistance ratings, measured per standard test methods referenced with each property as follows:
 - A. Dry Density: Values for average and individual densities as required for fire-resistance ratings indicated, per ASTM E 605 or AWCI Technical Manual 12-A, Section 5.4.5, "Displacement Method," but with an average density of not less than 22 lb/cu. ft. (352 kg/cu. m).
 - B. Bond Strength: 434-lbf/sq. ft. (21 kPa) minimum per ASTM E 736.
 - C. Compressive Strength: 51-lbf/sq. in. (351 kPa) per ASTM E 761.
 - D. Corrosion Resistance: No evidence of corrosion per ASTM E 937.
 - E. Deflection: No cracking, spalling, or delamination per ASTM E 759.
 - F. Effect of Impact on Bonding: No cracking, spalling, or delamination per

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ASTM E 760.

- G. Air Erosion: Maximum weight loss of [0.025 g/sq. ft. (0.270 g/sq. m) per ASTM E 859.
- H. Combustion Characteristics: Passes ASTM E 136.
- I. Fire-Test-Response Characteristics: Provide sprayed fire-resistive materials with the following surface-burning characteristics as determined by testing identical products per ASTM E 84 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - 1. Flame-Spread Index: 10 or less.
 - 2. Smoke-Developed Index: 0.
- J. Fungal Resistance: No observed growth on specimens per ASTM G 21.
- K. For exterior applications of sprayed fire-resistive material, provide formulation approved for surfaces exposed to exterior.

2.3 AUXILIARY FIRE-RESISTIVE MATERIALS

- A. General: Provide auxiliary fire-resistive materials that are compatible with sprayed fire-resistive materials and substrates and are approved by UL or another testing and inspecting agency acceptable to authorities having jurisdiction for use in fire-resistance designs indicated.
- B. Adhesive for Bonding Fire-Resistive Material: Where required, provide product approved by manufacturer of sprayed fire-resistive material.
- C. Metal Lath: Expanded metal lath fabricated from material of weight, configuration, and finish required to comply with fire-resistance designs indicated and fire-resistive material manufacturer's written recommendations. Include clips, lathing accessories, corner beads, and other anchorage devices required to attach lath to substrates and to receive sprayed fire-resistive material."

Change 15: Sprayed Fire-Resistive Materials – Section 07811:
Add sub-section 3.3(D):

- "D. Install metal lath, as required, to comply with fire-resistance ratings and fire-resistive material manufacturer's written recommendations for conditions of exposure and intended use. Securely attach lath to substrate in position required for support and reinforcement of fire-resistive material. Use anchorage devices of type recommended in writing by sprayed fire-resistive material manufacturer. Attach lathing accessories where indicated or required for secure attachment to substrate."

Change 16: Sprayed Fire-Resistive Materials – Section 07811:
Under part 3 – Execution, insert 3.5 Installation, Exposed Sprayed Fire-Resistive Materials as noted below, re-label subsequent part 3 titles ("3.6", "3.7" respectively, retain all content.). Insert the following text:

"3.5 INSTALLATION, EXPOSED SPRAYED FIRE-RESISTIVE MATERIALS

- A. Apply exposed sprayed fire-resistive material in thicknesses and densities not less than those required to achieve fire-resistance ratings designated for each condition, but apply in greater thicknesses and densities if indicated.

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1. For steel beams and bracing, provide a thickness of not less than 1 inch (25 mm).
 2. For metal floor or roof decks, provide a thickness of not less than ½ inch (13 mm).
- B. Provide a uniform finish complying with description indicated for each type of material and matching Architect's sample or, if none, finish approved for field-erected mockup.
- C. Cure fire-resistive material according to product manufacturer's written recommendations to prevent premature drying."

Change 17: Terrazzo – Section 09410
Under Part 2, sub-part 2.3(C)1, add or polyurethane as recommended by NTMA (National Terrazzo Mosaic Association)."

Change 18: Wood Slat Ceiling and Wall System – Section 09570:

- A. Under sub part 2.2(B), revise first sentence to read: "Wood Species and Finish: Strips shall be made from prime grade, all-natural Forest Stewardship Council (FSC) Certified Ash with a Satin Clear finish complying with LEED for Schools VOC limits, as recommended by Manufacturer.
- B. Under sub-part 2.4(A) delete reference to "Maple Veneer" and replace with: "Ash with Satin Clear finish to match ceiling panels".
- C. Under sub-part 2.4(C) delete first sentence and replace with: "Finish: The panel surface shall be Ash with a water-based clear finish complying with LEED for Schools VOV requirements, as recommended by Manufacturer."

Change 19: Wood Gymnasium Floor – Section 09644:

- A. Under part 2.2 Materials, sub-section J, revise first sentence to: "Finish: Use water based sealer and finish complying with LEED for Schools VOC requirements as recommended by Manufacturer."
- B. Under part 2.2 Materials, sub-section K, revise first sentence to: "Paint: Use game line paint complying with LEED VOC requirements as recommended by Manufacturer."
- C. Under part 3.3 Sanding and Finishing, sub-section C, revise to: "Apply floor finish in accordance with Manufacturer's instructions, including two coats of penetrating sealer complying with LEED for Schools VOC requirements as recommended by Manufacturer. Apply coats of finish. Buff between each coat. Prevent traffic on finished floor for a minimum of 10 days."

Change 20: Telescoping Stands – Section 12660:

- A. Under sub-part 1.3(E) add: "ICC ANSI A117.1 2003".
- B. Under part 2.3 Telescoping Stands, sub-section C, revise row spacing from 22" to: "24"
- C. Under part 2.3 Telescoping stands, sub-section F, revise bench depth from 10" to: "12-inches (304.8 mm)".

Change 21: CCTV System and Components – Section 16781:

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Under Part 1.2 Summary, delete "A" in its entirety and replace with:

"A. Section Includes: Major system components are provided by the Owner as noted below. Contractor shall provide all other devices, materials, labor, and service for the installation of a complete fully operational Closed Circuit Television (CCTV) System including but not limited to:

- 1) CCTV Cameras & Housings (Furnished by Owner, Installed by Contractor)
- 2) Cabling and Connections (Provided and installed by Contractor)
- 3) CCTV Remote Enclosures (Provided and installed by Contractor)
- 4) Power Supply & Control Insertion Devices for UTP System (Provided and installed by Contractor)
- 5) Monitors (Furnished by Owner, Installed by Contractor)
- 6) Controllers (Furnished by Owner, Installed by Contractor)
- 7) Digital Video Recorders (Furnished by Owner, Installed by Contractor)
- 8) Multiplexers (Provided and installed by Contractor)
- 9) Power Supplies (Provided and installed by Contractor)
- 10) Equipment Mounts and Racks (Provided and installed by Contractor)
- 11) Interconnections to PA System, LAN & WAN networks (Provided and installed by Contractor)
- 12) 2-Way Listen/Talk System (Provided and installed by Contractor)
- 13) Un-interruptible Power System (Provided and installed by Contractor)
- 14) Final adjustments and system check out (Provided and installed by Contractor)
- 15) Training (by Contractor)".

CHANGES TO DRAWINGS:

Change 22: Sheet G1.1, Index of Drawings:

After Site reparation information noted for reference only, add "For Reference Only" as-built Site Preparation surveys:

- A. "T-1 – Plat of Topography" (For Reference Only), 1-sheet 30"x42" prepared by Land Surveying Services, Inc. for Rossi Construction, dated 11-25-08, attached.
- B. "T-2 – Plat of Topography phase 3; Final" (For Reference Only)", 1-sheet 30"x42" prepared by Land Surveying Services, Inc. for Rossi Construction, dated 11-25-08, attached.

Change 23: Sheet G1.2, Accessibility Notes & A3.1:

Add note: "General note: A minimum of 5% (minimum of one per room with operable windows) of all single-hung operable windows, in rooms where operable windows are provided, shall be equipped with adjustable spring balances to achieve a maximum operational opening force of 5lbs (22.2N) max. A minimum of 5% (minimum of one per room with operable windows) of in-swing zero site line hopper window units installed in window wall shall be operable with 5lbs (22.2N) max. force. Contractor shall provide adjustable balances and operators to conform to this requirement."

Change 24: Sheet C1.0, Site and ROW Demolition Plan:

- A. At Springfield Avenue, extend Mill & Grind pavement hatch toward Milwaukee,

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align with required curb, gutter and street restoration on north side of Milwaukee Avenue shown at building and parking lot parcels, 2'-0" min., remove as necessary.

- B. Add General note: "Remove all existing street tree grates, replace all existing grates with new grates of a same profile and size of adjacent new trees."
- C. At note: "Contractor shall remove all perimeter fence post footings on Springfield and Milwaukee Avenue property frontages, verify exact location and number in field. For purposes of bidding contractor shall assume (70) seventy 15"Dia. 48"D footings. Contractor shall provide a unit price for each post and footing removal that can be utilized for and add or credit change order, note: sizes are approximate, contractor shall verify.", after Springfield add: "Avenue, Avers Avenue,".

Change 25: Sheet C2.0, Site Dimension Plan:

- A. At school entrance paving near Milwaukee Avenue and Springfield Avenue intersection, at note: "Stamped Concrete Pavement and base (typ.)" delete word: "Stamped".
- B. At Springfield crosswalk delete note "Stamped asphalt paving (coord. w/architect)", extend dot pattern hatch to Milwaukee Avenue, and replace note text with: "reconstruct asphalt pavement, provide 6' wide painted crosswalk in accordance with CDOT requirements."
- C. Adjacent to flagpole, delete double gate and replace with ornamental fence.

Change 26: Sheet C3.0:

Add notes to sheet:

- "20) Soil removal, handling, and disposal shall conform to federal, state, county, and local requirements. Refer to specification sections 02316 & 02318 for additional information.
- 21) Refer to the Geotechnical Report Dated April 1, 2008 for information regarding extents and removal of unsuitable soil material for pavement and building areas, Contractor shall remove all unsuitable soils beneath building and paved areas as outlined in Geotechnical Report. Removal of unsuitable soil as outlined in the Geotechnical Report shall be included in the Contractor's scope."

Change 27: Sheets C3.0 and C4.0:

- A. Revise Catch Basin 17: "Rim 22.5 INVnw 18.70, INVne 18.70, INVse 17.70 / INVtrap 18.70".
- B. Revise Catch Basin 7: "Rim 20.35, INVsw 14.50, INVnw 13.50 / INVtrap 14.50".
- C. Revise Catch Basin 3: "Rim 21.60, INVe 16.55, INVs 16.65, INVw 15.55 / INVtrap 16.55, Wye Connect to Sewer: WYE INV 15.81".

Change 28: Sheet C4.0, Utility Plan:

- A. Add dimensions to parking lot stone bed as indicated on CSK-02, attached.
- B. Add detail reference and bubble at parking lot electric meter pad: "3/C5.0".
- C. In parking lot area west of Springfield Avenue, retain copper pipe as shown from street connection to hot-box as shown, revise irrigation pipe material extending onto site from hot-box to PVC pipe.

Change 29: Sheet L1.02 & AS.1:

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At Gas Meter enclosure, emergency Generator, and Transformer add note: "Provide min. 6" gravel on geotextile fabric (weed barrier) on subgrade within gas meter fence enclosure and within masonry enclosure surrounding ComEd transformer pad and emergency generator pad."

- Change 30:** Sheet L1.02, detail 2:
At note: "Permeable paver A – See Sheet L1.03, Detail 7", replace "7" with: "2".
- Change 31:** Sheet L2.01, Detail 1:
A. At Milwaukee Ave. add and note (6) six 4'-0"x6'-0" new tree grates, coordinate with L1.01; three west of Springfield Ave., three east of Springfield Ave.
B. Add note at four trees in front of proposed school on Springfield; "New 4'-0"x 4'-0" tree grates".
- Change 32:** Sheet L3.01, Plant Schedule:
Revise plant schedule as follows:
1. Delete SE "4405" and replace with SE "5602"
2. Delete SJ "5455" and replace with SJ "8020"
3. Delete SM "4899" and replace with SM "7464"
4. Delete ST "5411" and replace with ST "6779"
- Change 33:** Sheet AS.2, detail 3:
Revise dimensions of Natural Gas Em. Generator pad from 6'-0"x12'-11" to 4'-0"x9'-0".
Add note: "Coordinate placement and size of pad with submitted generator equipment, coordinate conduit routing as required. Reinforce pad with #4 rebar @5" o.c. ea. Way or as recommended by Generator Mfr."
- Change 34:** Sheet A1.1A
At D103, reduce sidelite size and extend M&R wall at south side of opening. Opening shall be 5'-0" masonry opening.
- Change 35:** Sheet A1.2A:
A. Add new Detail 2 "Bleacher Plan Diagram" as indicated on ASK-02, attached.
B. Adjust telescoping stand graphic at east wall and add detail reference to 2/A1.2A, Bleacher Plan Diagram.
C. Add note at canopies: "Tapered insulation and modified bituminous roof system beneath canopy pavers, install to provide min. ¼" per foot positive slope to drains.
- Change 36:** Sheet A1.3A, Detail 1:
A. At equipment pads for AHU-1, AHU-2, and AHU-3, extend length of reinforced concrete equipment pad 22" to accommodate additional filter module, coordinate final size with submitted equipment.
B. Add note at canopies: "Tapered insulation and modified bituminous roof system beneath canopy pavers, install to provide min. ¼" per foot positive slope to drains.
- Change 37:** Sheet A1.4B:

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Provide (2) layers of 5/8" Type 'X' gypsum board on resilient channels @24" o.c. max. at interior face of exterior cold-formed frame Library clerestory walls for fire-resistance continuity. Diagram clarifies extent of resilient channels and gypsum board for reference as indicated on ASK-04, attached.

Change 38: Sheet A5.8:

- A. Detail 1, at interior face of exterior cold-formed frame wall add 1/2" resilient channels @24" o.c. vertically and (2) layers 5/8" Type 'X' gypsum wallboard. Add note: "Provide continuous at interior face of exterior cold formed metal framing as indicated here and on 4/A1.4B, provide gypsum board control joints at non-rated wall where intersecting non-rated wall."
- B. Detail 2, at interior face of exterior wall beneath sill (in concealed soffit), add (2) layers 5/8" Type 'X' gypsum wallboard on 1/2" resilient channels (min. 2). Add note: "Provide continuous at int. face of ext. cold formed metal framing as indicated here and on 4/A1.4B, provide gypsum board control joints at non rated wall where intersecting non-rated wall."
- C. Detail 3, add note (at interior face of exterior wall): "Coordinate continuity of int. GWB w/ 4/A1.4B, provide gypsum board control joints at non-rated wall where intersecting non-rated wall."

Change 39: Sheet A5.9, detail 2:

- A. At exterior round column, at plan detail tag, delete: "9" and replace with "7".
- B. At exterior round column, add plan detail tag 3" above the exterior concrete slab (elevation +100'-3"), add reference "9/A6.15".

Change 40: Sheet A6.2, detail 2:

Delete detail and replace with updated detail, provide prefinished flashing over coping ends at each end abutting masonry walls, color shall match coping color. Reference ASK-03, attached.

Change 41: Sheet A6.8:

At interior face of exterior wall cold-formed metal framing add 1/2" resilient channels and (2) layers 5/8" type 'X' gypsum board at details 7, 9, 10.

Change 42: Sheet A6.10, detail 6:

- A. At detail 6, add note: "Coordinate window wall coping flashing requirements with detail 2/A6.2, some graphic information omitted for clarity, provide flashing flange and through-wall flashing at each end of window wall copings per detail 2/A6.2, all gaps shall be closed and sealed weather tight, return parapet wall flashing where required."
- B. At detail 4, at note: "Prefin. Coping (below)" add: "provide closure at exposed end and prefabricated/prefinished flashing flange over coping lapped over corner blocking, beneath window wall closure trim and seal. Refer to 2/A6.2 (sim.)."
- C. At detail 2, at inside face of exterior 5" cold-formed framing, add 1/2" resilient channels @24" o.c. and (2) layers 5/8" type 'X' gypsum wallboard (in concealed cavity), add note: "extend gypsum board and resilient channel continuous, coordinate with diagram on 4/A1.4B".

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- D. At detail 2, at note: "Treated wood blocking....." at the end add: "secure to CMU and extend up above masonry parapet flush with top of cold formed frame wall to receive exterior sheathing and water barrier flashing. Lap with prefabricated prefinished flashing and window wall system panel closure and flashing, seal weathertight".
- Change 43:** Sheet A6.15, detail 8:
Add a plan detail tag through column and stone column base at elevation +100'-3" and tag: "9/A6.15".
- Change 44:** Sheet A7.1, details 1-6 (inclusive), and detail 14:
Add general note: "Handrail Clarification Note: Wall mounted handrail extension dimensions at top and bottom of all stairs, 1'-0" and 1'-11" respectively, shall be measured from edge of stair nosing to inside face of handrail return at all locations."
- Change 45:** Sheet A7.2, details 1-7 (inclusive):
Add general note: "Handrail Clarification Note: Wall mounted handrail extension dimensions at top and bottom of all stairs, 1'-0" and 1'-11" respectively, shall be measured from edge of stair nosing to inside face of handrail return at all locations."
- Change 46:** Sheet A8.1, detail 1:
At door between Reception 1003 from Corridor 1017 reduce opening size from 6'-4" as shown to 5'-0" (revise dimension). Extend 8" masonry at south side (latch side) of opening 1'-4" north.
- Change 47:** Sheet A8.6, detail 1:
A. Add General note: "General note: Kitchen and Tray Drop-Off equipment is shown for reference only, refer to 'FS' series drawings and Section 11400 for additional information including, but not limited to, type, placement and number of all Food Service Equipment components."
B. Add note: "Contractor shall provide and install one soap dispenser (tag G3) and one paper towel dispenser (tag J3) at Kitchen 1082 sink and Servery 1090 hand sinks, refer to A15 and specification for additional information."
- Change 48:** Sheet A8.8, detail 1:
A. Delete dimensions for retracting bleachers, revise graphics to match ASK-02, attached. Revise note "retracting bleachers" to: "telescoping stands (bleachers), refer to plan diagram 2/A1.2A".
B. At each side of stage platform, at top of stair add: "Note; provide 3'L x Width of stair applied vinyl or rubber tactile warning strip complying with ANSI A117.1 2003 similar to 7/A7.1."
- Change 49:** Sheet A8.8, details 1, 2B, 2D:
Add general note: "Handrail Clarification Note: Handrail extension dimensions at top and bottom of all stairs shall be 1'-0" and 1'-11" respectively, measured from edge of stair nosing to inside face of handrail return at each side of stair (all locations)".
- Change 50:** Sheet A9.1, partition type schedule:

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- A. At Partition type G3, revise Layer Description to read: "(2) layers 5/8" gypsum board (one each side, full height) & (2) layers 5/8" abuse-resistant gypsum board (one each side, full height)".
- B. At partition type G3R, revise Layer Description to read: "(2) layers 5/8" type 'X' gypsum board (one each side, full height) & (2) layers 5/8" type 'X' abuse-resistant gypsum board (one each side, full height)".
- C. At partition type G12R, revise description to read: "(2) layers 5/8" type 'X' gypsum board (one each side, full height) & (2) layers 5/8" type 'X' abuse-resistant gypsum board (one each side, full height)".
- D. At partition types M4R and M6R, at description add: "Products submitted must comply with minimum 2.7 equivalent thickness as calculated per ACI 216.1 and Contractor shall grout solid all voids."
- E. At partition types M4R and M6R under UL/Test Number, beneath TEK 7-1 add: "And ACI 216.1".
- F. At partition types G12R & G13R, under Insulation, delete: "5-1/2"" and replace with "5".

- Change 51:** A12.1, door types:
At door types "B" and "B1", delete 5'-0" dimension from floor to center of round vision lite. Lower vision lite so that bottom of visible glass is at 43" AFF, and add dimension "3-7" max. from floor to bottom of visible glazing surface".
- Change 52:** Sheet FS1, Food Service Equipment schedule:
At Item #18, Angle Racks, delete quantity of: "2" and replace with: "4".
- Change 53:** Sheet S0.1:
A. At Excavation and Foundation notes, revise Note 7 as identified on SSK-18, attached.
B. At Excavation and Foundation notes, revise Note 14 as identified on SSK-18, attached.
C. At Structural Metal Deck notes, add note: "17. Contractor shall coordinate work with Architectural drawings and provide primed metal deck in lieu of galvanized deck where deck is scheduled or otherwise noted to receive painted finish, including, but not limited to, Library high roof/ceiling, Gym and Stage roof/ceiling, Music room roof/ceiling."
- Change 54:** Sheet S1.5:
At Clerestory Roof Framing Plan, at west wall delete reference "13/S3.5" and replace with: "11/S3.5".
- Change 55:** Sheet S3.1, detail 14:
After word "following" add: "(subsequent)".
- Change 56:** Sheet S3.3, detail 5:
At wheelchair lift slab depression: "3""", add note: "verify exact depression and location with platform lift (wheelchair lift) manufacturer prior to work."
- Change 57:** Sheet S5.2, detail 2:

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At first floor opening (between column lines 2 and 3), add a second "L4" lintel with note: "Lintel for exterior door opening beyond".

- Change 58:** Sheet M1.1A:
- A. Delete fire dampers in all supply and return ductwork penetrating 1-hour classroom / corridor walls, coordinate location of 1-hour walls with sheets G2.1 and G2.2.
 - B. Delete fire damper at column line 10 in dryer exhaust ductwork.
 - C. Add a temperature sensor for all radiant panels, locate near the exterior wall, for heating only.

- Change 59:** Sheet M1.1B:
- A. Delete fire dampers in all supply and return ductwork penetrating 1-hour classroom / corridor walls, coordinate location of 1-hour walls with sheets G2.1 and G2.2.
 - B. Add a temperature sensor for all radiant panels, locate near the exterior wall, for heating only.

- Change 60:** Sheet M2.1A:
- A. Delete fire dampers in all supply and return ductwork penetrating 1-hour classroom / corridor walls, coordinate location of 1-hour walls with sheets G2.1 and G2.2.
 - B. Add a temperature sensor for all radiant panels, locate near the exterior wall, for heating only.

- Change 61:** Sheet M2.1B:
- A. Delete fire dampers in all supply and return ductwork penetrating 1-hour classroom / corridor walls, coordinate location of 1-hour walls with sheets G2.1 and G2.2.
 - B. Add a temperature sensor for all radiant panels, locate near the exterior wall, for heating only.

- Change 62:** Sheet M3.1A:
- A. At AHU-1, AHU-2, and AHU-3 increase the unit length 22", add filter section to AHU cabinets.
 - B. Delete fire dampers in all supply and return ductwork penetrating 1-hour classroom / corridor walls, including ductwork with equipped with transfer grilles, coordinate location of 1-hour walls with sheets G2.1 and G2.2.
 - C. Add a temperature sensor for all radiant panels, locate near the exterior wall, for heating only.

- Change 63:** Sheet M3.1B:
- A. Delete fire dampers in all supply and return ductwork penetrating 1-hour classroom / corridor walls, coordinate location of 1-hour walls with sheets G2.1 and G2.2.
 - B. Add a temperature sensor for all radiant panels, locate near the exterior wall, for heating only.

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- Change 64:** Sheet M7.2:
- A. Add filter schedule per sketch MSK-01, attached.
 - B. Add energy recovery wheel schedule as indicated on MSK-01, attached.
 - C. Adjust AHU-1, 2, 3, and 4 T.S.P based on dirty filters as indicated on MSK-01, attached.
 - D. Adjust AHU-1,2, 3, and 4 HP due to T.S.P change as indicated on MSK-01, attached.
 - E. Adjust RF-1,2,3, and 4 HP due to T.S.P change as indicated on MSK-01, attached.
 - F. Add notes 3,4 to AHU-4 as indicated on MSK-01, attached.
 - G. Delete note 1 from Computer Room Air Conditioning Unit Schedule as it no longer applies, revise note 1 to: "open number – not used".
- Change 65:** Sheet M7.3:
- A. Add note 5 to Air Cooled Chiller Schedule: "Provide birdscreens." Note 5 applies to CH-1, and CH-2, add reference.
 - B. Cooling and Heating Coil Schedule (Hydronic), add note: "All coils Max FPI will not be higher than 10 FPI".
- Change 66:** Sheet P5.1:
Revise (reduce size of) Fire Pump footprint as a result of downsized pump horsepower as indicated on PSK-04, attached.
- Change 67:** Sheet P6.1:
Add new detail for overflow connection to downspout as indicated on PSK-05, attached.
Add general note: "All overflows shall connect to roof drain piping at downspouts".
- Change 68:** Sheet FP4.1:
Reduce fire pump horsepower from 100HP to 50HP, and revise model number as indicated on FPSK-01, attached.
- Change 69:** Sheet E1.0, detail 1 Electrical Site Plan:
- A. Revise conduit / wiring note between Fire Pump Room and ComEd Transformer to: "3"C-3#4/0+1#3G Fire Pump Main Feeder Coordinate routing with utility Company, Concrete Encased."
 - B. Revise conduit / wiring note between Fire Pump Room and Emergency Generator to: "3#4/0,1#3G, 2-1/2"C to Fire Pump Controller, concrete encased, coordinate exact routing in field to avoid conflict with other work."
 - C. Add note: "Reinforced concrete pad for Emergency Generator shall be 9'-0"L x 4'-0"W, coordinate with manufacturer requirements."
 - D. Add note: "Contractor shall provide Chicago approved transformer junction cabinet per ComEd specifications EM37153. Coordinate all requirements with power company."
- Change 70:** Sheet E7.2, at Motor Wiring Schedule:
- A. At AHU-1, revise conduit and wiring to: 1-1/2"C-3#2, OCP 90Amp
 - B. At AHU-2, revise conduit and wiring to: 1-1/2"C-3#2, OCP 90Amp
 - C. At AHU-3, revise conduit and wiring to: 1-1/2"C-3#2, OCP 90Amp
 - D. At AHU-4, revise conduit and wiring to: 1-1/4"C-3#4, OCP 70Amp

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- E. AT RF-1, revise conduit and wiring to: 3/4"C-3#10, OCP 30Amp
- F. At RF-2, revise conduit and wiring to: 3/4"C-3#6, OCP 50Amp
- G. At RF-3, revise conduit and wiring to: 3/4"C-3#6, OCP 50Amp
- H. At RF-4, revise conduit and wiring to: 1-1/4"C-3#4, OCP 60Amp

Change 71: Sheet E8.6:
Revise size of generator to 150KW,480V,3Ph

Change 72: Sheet S1.2A
W35x194 beams along grid line 14.5 between grid line E and F and between grid line F and G shall be cambered 1/2".

QUESTIONS & ANSWERS:

- Q14.** At the pre bid meeting a question was raised regarding the length of time required to complete the LEED mandated commissioning. The answer given was unsatisfactory. When the Commission came up with the 485 day job duration in the spec, what was the time allocated for commissioning in that schedule?
- A14.** In order to obtain Substantial Completion, all Work is to be completed within 485 Calendar Days of the issue of the Notice to Proceed. In addition, to attain Substantial Completion as it relates to Commissioning the following must be met.
- a) All Work required and performed in accordance with sections 01810, 01811, and 01812.
 - b) All tasks required and performed in accordance with sections 01811 and 01812.
- Q15.** What is the Symbol shown in the attached drawing "AS.1 Question
- A15.** Graphic on AS.1 to east of proposed delivery drive is from the property survey, and appears to indicate an existing fence that is on the adjacent bank property; this fence is neither indicated on the project site nor included in the work scope.
- Q16.** Please advise if any of the following permits & fees will be waived for this project.
- * Street Opening Permit & Fee
 - * Water Tap Fee
 - * Sewer Tap Fee
 - * Sidewalk Closure Permits & Fees
 - * Landscape Permit & Fees
 - * Sidewalk Canopy Permit & Fees
 - * CDOT Restoration Permit & Fees (Typically when the General Contractor is ready to perform the street restoration (pavement - asphalt) this will require a permit from CDOT to perform the work in a public way. Please clarify if this permit (fee) will be waived for the Avondale project.
- A16.** A. Refer to Book 2 Article 6 Permits and Licenses.
- Q17.** Tim Berry, FH Paschen 12/5/08
There will be emission Law issues on Natural Gas unit. No manufacturer today has a natural gas emission certified engine to offer. The certification is up to owner and it will demand recertification every three years. A catalytic convertor is required, however the catalytic convertor people will not guarantee certification. May short term fix for this is to offer a factory certified diesel until the industry sorts this out. Does the owner require

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- a natural gas emission certified engine?
- A17. The fire pump size was reduced from 100HP to 50HP, the emergency generator was reduced to 150kW. The generator distributor has confirmed that generators of 150kW and smaller are certified at the factory to comply with the forthcoming EPA requirement(s).**
- Q18. Requesting information for the following items for the asphalt and site concrete bid packages:**
- A. How will material escalation be handled?**
 - B. What is the time frame for site concrete and paving work?**
- A18. A. Contractor's bid to include all cost associated with the Work.
B. All Work is to be completed within 485 Calendar Days of the issue of the Notice to Proceed. Refer to Book 2, Article 10 Schedule.**
- Q19. Specification section 01500 makes mention of a field office for Commission Representative's use it does not indicate any furniture; equipment or fixtures that need to be included within the field office. Are we required to provide FF&E for the field office?**
- A19. Refer to specification Section 01510 Temporary Offices included with this addendum.**
- Q20. Serigraphics Sign Systems, Inc. would like to be approved for the signage at the AVONDALE IRVING PARK AREA ELEM SCHOOL.**
- A20. There are no substitutions.**
- Q21. Please review the site work allowance unit prices. We believe these unit prices were developed over 2 years ago and do not reflect current costs. As an example, unit price #1 for loading, transportation and disposal of stockpiled contaminated soil should have a current cost of \$43 per ton.**
- A21. The Book 1 , section IV, Site Work Allowance pages 15-16, has been updated. Refer to Addendum #3 changes.**
- Q22. Sheet G1.1 Indicates (Reference Only) drawings for Site Preparation Demo dated (06.09.08) and Site Preparation Excavation dated (08.18.08). Please advise if a copy of the 06.09.08 and 08.18.08 drawings will be forwarded for review. Please advise if an "as-built" of existing grades can be forwarded to verify existing grades and define excavation scope.**
- A22. Referenced drawings are included (for reference) on the Issue for Bid package (yellow sheets, back of set). As-built surveys have been added (for reference only) with this Addendum.**
- Q23. Tree Grates, There are 7 grates specifically labeled to furnish, there are 9 that aren't labeled. Can we assume we are to bid all 16?**
- A23. All new and existing street trees abutting paving shall receive tree grates and frames. Refer to Addendum 2+3 for additional information.**
- Q24. Green Roof – There is an edging labeled for the outer perimeter of the green roof. The same kind of line is shown around each of the internal planting blocks. We assume there is NOT edging between each block. Is this correct? It would be very expensive and actually detrimental to the function of the green roof if it was chopped up with edging.**

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- A24.** Perforated metal edge restraint is required at all locations separating gravel areas from planted areas to retain soil. Refer to plans and details.
- Q25.** The quantity of plants shown on the plant list for the green roof is significantly less than the quantity shown on the plan. We assume the plan amount is correct. There is a 7,000 difference so it's going to be a big factor. The quantity of Echinacea is off by 44 plants.
- A25.** The plant schedule has been revised, refer to this addendum.
- Q26.** There is a specification for the green roof described as Hot Fluid Applied vegetative roof system and a spec for a 'Modified Bituminous Membrane Roofing. Which is the spec for the actual waterproofing?
- A26.** There are two types of roof systems employed at this project: (1) a Hot Fluid-Applied Vegetated Roof System as indicated on the drawings and as specified in Section 07561, and (2) a Modified Bituminous roof system as indicated on drawings and specified in Section 07550. Each is employed in separate areas of the project, both systems serve waterproofing functions.
- Q27.** Please clarify the maintenance requirements for the green roof. If the maintenance is for the warranty period, please clarify the desired length of the warranty/ maintenance. There are various durations mentioned in the documents
- A27.** The warranty for the roof is 20-years, maintenance of planting materials is two years; (two full growing seasons after final acceptance). Section 07561(1.7) outlines warranty periods for specific roofing elements.
- Q28.** Will the maintenance be part of the base contract? If maintenance is to run for two years, does that mean that the contract will be open for two years, administered by the G.C. for that time and affecting retention payment?
- A28.** Yes.
- Q29.** Have the CVS foundations been removed?
- A29.** Yes, refer to site preparation packages submitted for reference.
- Q30.** Is the site contaminated?
- A30.** No, based on current investigations and testing. Refer to Attached reports prepared by MacTec included in Appendix B with this Addendum (For Reference Only).
- Q31.** What is the location of underground storage tanks?
- A31.** A Ground Penetrating Radar survey and test pits were conducted and no Underground Storage Tanks were found at the site. Refer to Attached reports prepared by MacTec included in Appendix B with This Addendum (For Reference Only).
- Q32.** The geotechnical report indicates that 2' of material be removed from parking area and building pad. The contract drawings don't require this. Please clarify what is required.
- A32.** The Contract Documents indicate the removal of unsatisfactory soil material and preparation of subgrade as documented in Specification Section 02300. The soil investigation report is included for reference.
- Q33.** There is a note on C2.0 for stamped concrete pavement at the front plaza, but there is no

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- indication as to the type of stamp or quantity of area requiring a stamp, please clarify.
- A33. There are no stamped concrete pavement areas. Refer to Addendum 2, response A13C and this addendum.**
- Q34. There is a note on C2.0 along the north sidewalk alongside the Alley "2/C5.0 Concrete Walkway (Typ)", is there a pattern required? The detail on C5.0 states broom finish but also indicates a 4" smooth section at the joints, is this what they call California Finish? Is this required at all exterior walks and Plaza areas? Please clarify.**
- A34. Refer to note #3 to coordinate scoring pattern with Architect. Detail 2 is appropriate for concrete walkways within the property.**
- Q35. On sheet C1.0 upper right corner of plan indicates "remove water vault & cap & abandon line" was this work completed under the Phase 1 site demolition work?**
- A35. The site preparation demolition scope has capped and removed the water line within the property limits only.**
- Q36. For the Mill & Grind of Springfield Ave. do you have a depth requirement for this work?**
- A36. Mill and grind surface course of asphalt pavement unless indicated otherwise. Refer to detail 8/C5.3 for depth information. See also Addendum 2, response to A13B.**
- Q37. The description for partition types G3, G3R, and G12R do not match the drawing for those partition types. It states "(2) layers 5/8" gypsum board each side" -meaning 4 layers and "(2) layers 5/8" Abuse resistant gypsum board" -for a total of 3 layers each side. This would make it a 3 hr. partition where only a 2 hr. rating is required. They should say (1) layer each side for each type of board to match the drawing and indicated fire-rating. Please clarify.**
- A37. This has been clarified in this addendum.**
- Q38. The specifications do not describe the acceptable materials for sound attenuation batt. The drawings call for mineral fiber blanket which could mean fiberglass batt or mineral wool since each are a mineral fiber used for sound attenuation. Mineral wool is available in thickness of 1", 1-1/2", 2", 2-1/2", 3", 3-1/2" and 4". Fiberglass batts are available in almost any thickness over 2-1/2". Fiberglass is not available in 2" thickness and mineral wool is not available in 5-1/2". Please clarify.**
- A38. Reference Specification 09260, 2.4, F; product must be manufactured of slag wool or rock wool as required to achieve required acoustical and fire rating for the assembly. Thickness revised to 5", refer to this addendum.**
- Q39. Please clarify by Addenda the following: Spec Sect. 09510, page 4, 2.3, D., 2., a.: Confirm that aluminum capped grid i.e. USG ZXLA is desired for type A, B, & D ceiling tile rather than standard galvanized, painted steel grid i.e. USG DX type grid.**
- A39. The specification is correct.**
- Q40. Existing tree at northeast corner of site (near existing gate across from alley along Springfield Ave.) is currently protected. This tree is not shown on the Landscaping Plans. Do you want GC to remove it?**
- A40. One tree on the new school parcel will be retained near vacated alley and Springfield**

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and is indicated on the Landscape plan, two existing trees north of this tree are scheduled to be removed as outlined in Addendum 2.

- Q41.** Please confirm that GC will be responsible to remove existing trees (indicated by an "X" on C1.0).
- A41.** Tree removal as indicated, unless otherwise noted, is part of work scope.
- Q42.** Will there be any special foundation requirements for platform lift at stage?
- A42.** Contractor shall coordinate the exact size and configuration of the submitted lift, including slab depression for barrier free operation as identified on the contract documents. A thickened slab is provided in this area to accommodate anticipated recess installation of the lift, reference S1.2A + 5/S3.3. Beyond this coordination as noted on A8.8 there are no special foundation requirements for the platform lift.
- Q43.** Not all of the area of street removal along Milwaukee, Avers, and Springfield Avenues is shown hatched per the legend. Some of these areas are indicated within a dashed line that is noted to be removed per CDOT requirements. Confirm that the entire area within the dashed line along the north side of Milwaukee Ave. needs to be removed and replaced per detail 8/C5.3.
- A43.** The hatched areas indicate the minimum requirements per Chicago Department of Transportation requirements. All Right Of Way improvements must conform to the City's standards and requirements.
- Q44.** Are existing curbs included within the 2'-0" minimum removal boundaries indicated on C1.0?
- A44.** The hatched areas indicate the minimum requirements per Chicago Department of Transportation requirements. All Right Of Way improvements must conform to the City's standards and requirements.
- Q45.** Detail 8/C5.3 shows two thicknesses of PC concrete base course for Pavement Restoration: 7" at Residential Streets and 9" at Industrial Streets. Is Milwaukee Ave. considered a residential or industrial street in this area?
- A45.** Residential.
- Q46.** ROW Demolition plan shows protecting trees and "structures" along Milwaukee Ave. Landscape plan seems to indicate all new tree grates. Is the intent to preserve the existing tree grates in-place, remove and dispose of them, or to remove and replace them with new. If they are to be preserved in place, how much sidewalk do you want to preserve around them?
- A46.** Existing grates and sidewalk are to be removed and replaced with new.
- Q47.** Who pays water shut-off and disconnection fees for valve vault removal at Avers Ave.?
- A47.** Refer to Book 2, Article 6, Permits and Licenses. Refer to note #9 on sheet C1.0.
- Q48.** Notes on C1.0 indicate that existing street curbs shall be removed "as necessary". Grading plan C3.0 seems to indicate a new integral curb and sidewalk at the perimeter of the site. Detailed plans on C3.2 and C3.3 seem to indicate new curb and gutter as well as typical details shown on page C5.3. Architectural plan AS.1 notes "new sidewalk, curb,

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and gutter" at these locations. Please confirm extent of curb and gutter replacement along all sides of the site. Also, please confirm what detail shall be used for curb construction.

- A48.** All curbs and gutters at perimeter site street and vacated alley frontage are to be removed. All curb and gutter shall be replaced as indicated on drawings. Refer to curb and gutter detail 6/C5.3 for all curb and gutter within the Right of Way.
- Q49.** Confirm that existing silt fence will be turned over to the GC without cost upon award of the contract. GC will maintain and remove silt fence upon completion of the work.
- A49.** The Commission will turn over existing site, including the silt fence as it currently exists. It is the responsibility of the Contractor to uphold the soil erosion measures as indicated on the construction documents.
- Q50.** Confirm that existing tree protection will be turned over to the GC without cost upon award of the contract. GC will maintain and remove tree protection upon completion of the work.
- A50.** The Commission will turn over the site, including temporary tree protection as it currently exists. It is the responsibility of the Contractor to uphold tree protection measures as indicated on the construction documents.
- Q51.** Demolition note #9 on C1.0 indicates that "The Contractor shall pay all requisite fees to the city of Chicago for Demolition Work." Since the demolition work has already been completed by others, are there any fees required?
- A51.** Sheet C1.0 indicates the demolition scope, and all associated fees shall be paid by the Contractor.
- Q52.** Please clarify paver scope. C2.0 Site Dimension Plan Legend shows two different types of paver (A&B). Only type A seems to be indicated (unless the symbol for type B is supposed to be the grid pattern shown between planters). West parking A lot / drop off area shown as type A pavers on C2.0 is shown as paver C on page L1.01. Legend on L1.01 does not have a designation for Paver C. Limits of paver type C are not shown on L1.01.
- A52.** Pavers shown on C2.0 are for reference only, refer to Landscape sheet L1.01 for paver designation. Paver types are both indicated with callouts and represented with a hatched referenced by the legend. Paver note in parking lot shall change to "Permeable Paver A" as indicated in Addendum 2.
- Q53.** C2.0 Site Dimension Plan shows what appears to be shading indicating concrete pavement between public walks and street curbs. L1.01 and AS.1 seem to indicate sod. Please note that 3 different shadings are shown which could be construed as landscaped areas on this page. Please clarify. The hatch patterns are shown correctly.
- A53.** Parkway between public sidewalk and curb shall be as indicated on L1.01.
- Q54.** Please confirm that all perimeters of "Future Playground" areas will receive curb as shown on 11/C5.0 (not just areas where these playgrounds are adjacent to paving).
- A54.** Future Playground areas will be bound by curb as shown on 11/C5.0.
- Q55.** On sheet C4.0, the run of pipe between CB #13 & #14 calls out for 24" RCP. But the pipe runs on either side of the catch basins are 8" diameter pipe. Is the 24" diameter correct

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or should it be 8" diameter. Please clarify.

- A55.** The 24" pipe is intended and shown correctly for the project.
- Q56.** On sheet C5.2, the detail for the drywell states to "see the plan" for total area for the CA-7 Void backfill. But after looking in the plans, no sizes were given. Please supply this area so the proper amount of backfill can be supplied.
- A56.** Refer to CSK-02, attached.
- Q57.** Please clarify the requirements for the contractor to provide a LEED Accredited Professional. Article 20.08 of Book 2 requires the contractor to provide a LEED AP to manage the contractor required support of the PBC's LEED certification process. Section 01001 – LEED Consultant, of Book 3 references a LEED consultant in paragraph 1.1.A and for the contractor to provide a LEED AP in paragraph 3.1.B. It appears that the intent is to have the contractor provide a LEED AP to manage the contractor required components of the LEED certification process, in support of the PBC's LEED consultant (Helen Kessler) and the Commissioning agent (Primera). Is this correct?
- A57.** This is correct. The Contractor shall have on their team a knowledgeable LEED AP (someone who has successfully performed the contractor's LEED required components). This could be someone on the contractor's staff or a consultant to the contractor whom they hire. This person would provide LEED documentation as required and verify that the LEED items for which the contractor is responsible are included in all submissions and carried out properly.
- Q58.** Book 2 Article of 3.04 indicates that the provisions of Article 17- Change Orders, are to be followed in the event of unforeseen site conditions. Article 3.05 indicates that the provisions of Article 18 Claims and Disputes are to be followed in the event of unforeseen site conditions. On the face of things, these two sections seem contradictory. Please respond to the questions below:
- Is the term "otherwise concealed physical conditions" as used in 3.01;3;a intended to include only work typically included in Division 2 of the specification or does it mean all work included on the project site?
- Ditto the term "changed site condition[s]" in 3.01;5?
- The direction to use Article 18 Claims and Disputes, as outlined in 3.03;5, for unforeseen site conditions implies that it is the intent of the Commission to deny additional compensation for such unforeseen conditions at the outset. This posture immediately establishes an adversarial relationship between the Contractor and the Commission. Does the Commission intend to use the provisions in Article 17 or Article 18 to compensate the contractor for changes in the work caused by unforeseen conditions or any other conditions that would require a contractor initiated Change order?
- Are there any conditions that would require the contractor to initiate a claim as outlined in Article 18 at the time the need for a change is recognized?
- A58.** 1. The language of Section 3.03.3 of the General Conditions is required by the Public Construction Contract Act, 30 ILCS 557. If there is a "differing site condition" within the

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meaning of these sections 3.03.3 and 3.03.4 then an equitable adjustment in the contract will be made based upon Article 17, Changes In the Work.

2. If there is a disagreement between the PBC and Contractor as to whether there was a differing site condition or the amount of the equitable adjustment, a prerequisite for filing a Claim regarding that work is that the Contractor must have followed the requirements of General Conditions 3.03.3(b).

3. Sections 3.03.3, 3.03.4, and 3.03.5 are intended to be complementary.

4. Section 3.03 Site Conditions and Inspections and the sections on Changes in the Work are also intended to be complementary. If there is a differing site condition, a Field Order will be provided with respect to the changed work caused by the differing site condition.

Q59. A related question:

The provisions in Article 17.03; 1, are contrary to the instructions outlined in section 3.05. Which section outlines the correct protocol for contract modifications for unforeseen site or otherwise concealed physical conditions?

Sections 17.03;2 seems to impose a time limit of 14 days on owner directed change orders because only change orders implemented by Field order as described in 17.02/2 and 3 are addressed in 17.03: it is implied in this paragraph that change orders identified or initiated by the contractor (CPCOs) are exempt for the 14 day time limit. Please confirm that this is true.

A59. Whether a Field Order is initiated by the PBC on its own or a Field Order is based upon a Contractor proposed Change Order, the Contractor must respond within 14 days with either a CPCP or with a proposal (see Book 2A, Section 01025, subpart 3.4).

Q60. What firm will act as the Commission's LEED consultant and Commissioning Agent?

A60. Helen Kessler Associates has been retained by the Architect to serve as the PBC's LEED Consultant for the Avondale / Irving Park Area Elementary School project. Primera has been retained by CPS as the Commissioning Agent for this project.

Q61. The Documents do not require a Certificate of Occupancy to achieve substantial completion. Is this an oversight?

A61. The general contractor shall provide a Certificate of Occupancy in accordance with Book 2, Article 3, Section 3.05. Also refer to Addendum #2 dated 12/12/2008.

Q62. Book 2, Article 3.05;1;A requires a 7 day notification by the Contractor to the owner for Substantial Completion; Article 16.08; 2 requires a 15 day notice. Which is correct?

A62. 7 Days. Refer to Addendum #3 changes.

Q63. Section 10125 questions:

A. Specification includes Illuminated Display Case and Nonilluminated Trophy Case. But there are only Illuminated Display Case and Illuminated Trophy Case on the drawing. So please help to clarify if there is nonilluminated trophy cases in the

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- project.
- B. In this project, we totally find (4) 9'Hx12'W electric screens (2 of them are dual screens that are mounted back to back) and (6) 8'W projection screens which are not specified to be manual or electric. And Section 11132 only mentions electric screens without models. So please help to clarify the issues below: 1) operation type and the height of 8'W screens; 3) the models for all the screens.
- A63. Refer to Addendum 2 and this Addendum Specification Section 10125 for additional information:**
- A. All cases at Avondale shall be illuminated type as noted on drawings. Lighting for trophy case shall be similar to that provided at display cases.
- B. There are four motorized screens; (1)Gym/Stage, (1) Dining, (2)Library. All other screens on project are manual type with a 6'-0"H screen. Refer to Addendum 2 for information on manual screens, with supplemental information on height provided in this Addendum. Manual screens are indicated at Multi-Purpose rooms, Art room, Computer Lab, Science Lab, and Music room (refer to plans), Contractor shall verify all quantities.
- Q64. Section 15.04/2/4 is contrary to 12.01/A;**
By statute, section 12.01 is correct, Under the Freedom of Information Act, these documents can be obtained "at reasonable standard charges..." from the Commission. The Freedom of Information Act also allows for the documents to be provided "in any form or format requested by the person..." Therefore drawing backgrounds can be obtained from the commission for only the charges associated with the "... document search, duplication, and review, when records are requested for commercial use..." In the case of a request for a CD with all of the drawings on it, charges should be less than \$10.00 plus postage. With the exception of the first sentence in 12.01 A., the rest of the paragraph doesn't make sense when the FOIA is considered.
- A64. There is no conflict between the requirements of sections 15.04 As Built Drawings and Section 12.01 Ownership of Drawings. Neither section has any relationship to the requirements of the Illinois Freedom of Information Act, except that public documents can be requested pursuant to that act.**
- Q65. Book 2A- Can the Superintendent and MEP Coordinator be the same person?**
A65. No.
- Q66. Book 2A- Article 1.3, 1.4, 1.5 / Part 2 articles 3.1 thru 3.7**
No provision is made for LEED submittals, review, or routing in the sections mentioned above or in the LEED section of Book III.
- A66. LEED submittal requirements are shown in Book 3 01352 and individual specification sections. The LEED submittals will need to be submitted at the same time as the regular submittals and will be submitted to the Architect through the Commission's Representative. Review will be done by the appropriate party, first by the Contractor and Contractor's LEED AP who needs to ensure that the submittal is complete and accurate, then by the Architect who will review for completeness and then by the Architect's LEED consultant who will review for completeness and accuracy. Section 01352 also includes LEED coversheets, which must be filled out, as appropriate, for each LEED submittal.**

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- Q67.** Who is reviewing the submittals for LEED compliance?
- A67.** Review will be done first by the Contractor and Contractor's LEED AP who must ensure the submittal is complete and accurate, then by the Architect who will review for completeness and then by the Architect's LEED consultant who will review for completeness and accuracy. Submittals, including comments as required, will be routed back to the Contractor by the Architect through the Commission's Representative. The Contractor will upload the LEED information for the credits he is responsible for onto LEED Online. The Architect's LEED consultant will review for completeness and accuracy and final review will be made by the USGBC. Should there be questions related to the Contractor's documentation, the Contractor will be responsible for providing additional information as required.
- Q68.** If the Commission is using a LEED consultant other than the Architect, who is coordinating the return of the mutually reviewed submittal?
- A68.** The Contractor and Contractor's LEED AP are coordinating submittals including initial reviews, returned submittals, and re-submittals where required. Upon receipt of submittals prepared by the General Contractor through the Commission Representative, the Architect coordinates the review and return of project submittals.
- Q69.** How much time will the LEED review add to the submittal review duration?
- A69.** This will depend on when the LEED submittals are received and how thoroughly they are vetted by the Subcontractor, General Contractor and General Contractor's LEED AP prior to submission. Best case, there will be no additional time required.
- Q70.** Will the LEED consultant have the ability to reject a submittal, or mark it as revise and resubmit and send it back without architectural comment?
- A70.** We assume this question relates to the Architect's LEED consultant. Yes, the Architect's LEED consultant may reject a submittal, or mark it as revise and resubmit. The Contractor's and Contractor's LEED AP thorough review of submittals prior to submission to the Architect and Architect's LEED consultant should reduce the incidence of incomplete or incorrect submittals being rejected or marked revise and resubmit. The balance of the submittal associated with LEED documentation may be held by the Architect, without review, until such time as appropriate and complete LEED documentation has been submitted to support the submittal. It is important for the Contractor and Contractor LEED Consultant to ensure that submittals are accompanied by all appropriate LEED supporting documentation as required by the Specifications.
- Q71.** Since the Commissioning Plan is not developed until after the contract is awarded and it is developed by the Owner's agent, and the owner's agent is responsible for the speed of it's implementation, how can the bidding Contractors accurately price out his cost for this portion of the work?
- A71.** All Work is to be completed within 485 Calendar Days of the Issue of the Notice to Proceed. Refer to Book 2, Article 10 Schedule.
- Q72.** Where is the document "Commissioning Plan, Draft 2" identified in Section 01100 /1.3/A; located?
- A72.** Section 01100 has been deleted in this Addendum.

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- Q73.** Is settlement monitoring required for this site?
- A73.** Refer to Book 2A, Section 1400, Part 3, 3.4 Settlement Monitoring. Also refer to Addendum #3 changes.
- Q74.**
- A. Are the spoils on the site classified as non-special waste soils or as Non-hazardous special waste?
 - B. Article 6.01/1/a says the Contractor is responsible for obtaining all permits, although the commission will pay for the building permit. Recent changes in the way the building department operates have made it more difficult for contractors to interface with the building department. Does the Commission have an ombudsman in the Building Department to shepherd the documents through plan review?
 - C. Section 17100, Part 3.6, F referred to in Section 01100 page 10, Sampling, does not exist in the project documents.
- A74.**
- A. They are classified as non-hazardous, non-special waste soils. All work must be performed in accordance with Book 2, Article 20. In addition all work must be performed in accordance with but not limited to Book 3, Sections 02116, 02222, 02300, 02316, 02318, 02900, 02901, and 02985.
 - B. Refer to Book 2 Article 6 Permits and Licenses.
 - C. Section 01100 has been deleted in this Addendum.
- Q75.** We need some help understanding the requirements for the column at A-15. 2/A5-9 refers details and sections on A6-15. Detail 8/A6.15 shows a base detail for the column that calls for a metal clad Firetrol column that rest upon unspecified base material.
- A. I could be wrong but I don't think a Firetrol Column can be installed in this manner and still maintain it's UL rating. Firetrol is also directed on A1.1A
 - B. Section 9/A6.15 indicates that the same column is actually a stone covered Wide flange column.
 - C. Is this column Steel jacketed Firetrol or Stone clad? And, what about the portion of the column above the 1st floor canopy? For that, the drawings refer to 4/A6.8
 - D. Detail 4/A6.8 asks for what looks like a fluted "PTD. Conc. Sti. Jacket column" that rests on a material described as 106-J, which is described on A5.1 as a "fiber insulation cant". None of this makes any sense; Please clarify.
- A75.**
- A. Steel jacket (firetrol) column is utilized at this location (exterior to building) for aesthetics and durability, a fire-rating is not required for this exterior column, thus the stone base at this exterior installation is acceptable.
 - B. Referenced tag should be revised to reference 7/A6.15. The 9/A6.15 is a plan detail through the stone base at this exterior column location. Refer to addendum for clarification.
 - C. Steel jacketed with stone base at grade. Steel jacket is interrupted only at beam connections.
 - D. Roofing insulation cant abuts steel column jacket. Roofing extends 8" above roof surface and is terminated with a radius configured compression bar termination caulked at top surface. There are no "flutes"; lines are drawn to approximate the round profile of the jacket - jacket is round / smooth as shown in plan.

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- Q76.** Note pointing to front sidewalk near the corner of Springfield and Milwaukee Ave.'s indicates "Stamped Concrete Pavement". This is not indicated in the legends, or any of the other drawings. Specification section indicates a "light broom" finish for sidewalks. Please clarify / confirm if there will be a stamped pattern and/or color for any of the site concrete.
- A76.** There are no stamped concrete pavement areas. Refer to Addendum 2, response A13C.
- Q77.** C 2.0 Site Dimension Plan shows a gate in the ornamental fence near the front entry flagpole. This is not shown on the Landscape or Architectural Site plans. Will this gate be included?
- A77.** C2.0 shall be revised to omit gate near flagpole location; refer to Landscape drawings for fence information.
- Q78.** Will there be a concrete pad or foundation required at the gas meter or gas meter enclosure?
- A78.** No foundation or concrete pad are proposed at the gas meter enclosure; contractor shall provide 6" gravel on geotextile fabric (weed barrier) on subgrade within fence / gate limits here and within masonry surround on all sides of emergency generator and transformer pads.
- Q79.** Please confirm that ComEd transformer pad will be surrounded by 6" of granular fill material between the pad and the inside of the foundation wall.
- A79.** Contractor shall provide 6" gravel on geotextile fabric (weed barrier) on subgrade within fence / gate limits here and within masonry surround on all sides of emergency generator and transformer pads.
- Q80.** Please confirm size of generator pad. Will this pad be sized to the footprint of the generator and surrounded with granular material? - OR - Will the generator pad fill the entire enclosure for the generator?
- A80.** Contractor shall provide 6" gravel on geotextile fabric (weed barrier) on subgrade within masonry surround on all sides of emergency generator and transformer pads.
- Q81.** Will the thickness of the waste / compactor area slab be the same as the generator pad (8" per AS.2) and PC driveway (8" per 13/C 5.0)?
- A81.** Refer to detail 13/C5.0.
- Q82.** Future playground closest to the building appears to be a different size (smaller) on page C 2.0 than the outline shown on page L 1.01. What will fill in between the plantings shown and the edge of the playground area?
- A82.** No observed conflict; plantings are identified on L1.01, scheduled on L1.02.
- Q83.** Plan note 6 on page C 2.0 calls for white thermoplastic striping material. Specifications section 02511 calls for alklyd base paint. Which is correct?
- A83.** Both callouts are correct. The construction documents specify an alkyd base thermoplastic material.
- Q84.** Confirm that new street signage and removal/replacement of the same will be performed by CDOT at no charge to the General Contractor.

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- A84.** The Contractor is responsible for the costs (if any) associated with CDOT signage.
- Q85.** Please confirm typical depth or invert for all perforated pipes under drainage fields. Do these pipes get trenched-in to meet the lowest invert elevation of the drainage structures they are connecting to - or - are they installed at a minimal depth with drop
- A85.** Refer to detail 2/C5.2 for perforated drain pipes under vehicle loading areas. For outdoor classroom areas perforated pipes shall be installed at manufacturer's recommended depths with connection drop at or above the spring line of the detention pipe.
- Q86.** Please clarify what surrounds the trash/recycle, generator enclosures and transformer areas.
- A86.** The refuse, recycle, generator, and transformer enclosures are constructed of reinforced exterior (moisture-treated) reinforced ground-faced filled CMU with a cast stone coping and thru-wall flashing on reinforced concrete foundation. The gates to this enclosure are view-blocking gates. This information is indicated on the contract documents. The ComEd transformer portion of the masonry enclosure receives a bar-grating top as indicated on the drawings.
- Q87.** Sheet C2.0 has a "circle" southwest of the bike racks and flag pole; please identify what this is.
- A87.** This corresponds to a round steel jacket firetrol column, refer to Architectural and Structural drawings for additional information.
- Q88.** Sheet L1.01 calls out detail 7/L1.03; this detail does not exist, please clarify
- A88.** Refer to Addendum 2.
- Q89.** Sheet L1.02 detail 2; please provide reinforcement and design details for the prairie planters.
- A89.** Refer to Addendum 2.
- Q90.** Sheet L2.03 detail 3; please clarify if the bike rack pads should be separated from the concrete pavement with an expansion joint, similar to the bench pads
- A90.** There is no need for a separate pad for the bike racks.
- Q91.** Sheet L2.02 detail 5; please clarify if there is any reinforcing required at the concrete base for the locking canes
- A91.** No need for reinforcing in concrete base to receive locking cane; coordinate detail with architectural drawings.
- Q92.** Sheet L1.05 detail 4; 6" x12" concrete curb shown under tree grate within permeable pavers but L2.03 detail 3 shows a lightweight rolled frame under tree grate in permeable pavers, please clarify.
- A92.** Lightweight rolled frame as supplied by manufacturer.
- Q93.** Sheet L1.05 detail 5; tree planting detail at parking area surrounded by permeable pavers and a concrete curb, please identify where this condition exists.
- A93.** Detail # 5 sheet L1.05 refers to the condition at the center planting island within the

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permeable paver parking lot.

- Q94. The "interior" parking lot curb is not identified; please verify if the barrier curb, detail 9 on C5.0, should be used.
- A94. Concrete barrier curb is proposed to bound the paver pavement within the parking lot property site. Refer to response in Addendum 2, Q13A.
- Q95. The integral 12" curb for the fence is not identified on sheet AS.3 detail 2; please clarify.
- A95. Refer to detail 8/C5.0, reference Addendum 2, Change 27.
- Q96. Kitchen Equipment Item #18 - there are (2) per the equipment schedule, but (4) on the plans. Item #20 - there are (6) per the equipment schedule, but (2) on the plans. What quantity is actually required?
- A96. Item #18; four shall be provided, refer to addendum.
Item #20, there are four more indicated on the plans in the Tray Drop-Off area 1066; a total of six are required.
- Q97. Kitchen equipment items 22 and 23 are not shown on the plans, but they are in the specification as well as the equipment schedule for the kitchen. Are we to provide these? What is the actual quantity, or is there a drawing that shows them?
- A97. These components are indicated in the Tray Drop-Off area 1066 and are required.
- Q98. Will water connection tap fees be paid for by the City of Chicago or the GC?
- A98. Refer to Book 2 Article 6 Permits and Licenses. Refer to note 6 of sheet C4.0.
- Q99. Please confirm that GC has no responsibility for any of the work outlined on page C 4.1
- A99. Refer to Owner Information section indicating that the Owner is responsible for the Operations and Maintenance work shown on this sheet.
- Q100. Quick Coupler detail 1/C 5.0 and the specifications for irrigation (Section 02810-2.1-C) indicate PVC piping for irrigation systems. Civil drawings show copper pipe - which type of piping shall be used. If PVC piping will be used, will we still utilize a brass quick coupler connection indicated in the details?
- A100. Revise irrigation pipe in parking areas to hot box to 1" PVC, retain quick coupler connection as shown, refer to this addendum.
- Q101. What will be the depth of the irrigation system piping at the west lot?
- A101. Refer to Section 02810, 3.3B.
- Q102. Will grate be required at FES located in the north detention pond?
- A102. No grate for the FES is proposed.
- Q103. Will new sod be needed between the new public walk and street curb on the west side of N. Springfield Ave.? Plan currently shows existing sod which may receive extensive damage from construction vehicles and new walks and curbs being installed.
- A103. L1.01 indicates provision of new Sod in several parkway areas of the project limits; the plan does not show existing sod to remain. Pursuant to Specification Section 02900(1.5)A, the Contractor is responsible to protect existing conditions and repair if

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damaged.

- Q104.** Fencing specification 02824 and details on page L 2.02 do not indicate a paint or stain finish on wood fencing. Will wood fencing receive any finish applications?
- A104.** No finish is required for wood fencing.
- Q105.** General note 9 on L 1.01 indicates that "All sub-base within a 15'-0" diameter of trees shall be non-limestone aggregate" Civil drawings indicate lime-free materials under porous pavers only. Spec 02300 allows crushed stone materials. What is the extent of lime free backfill and stone bedding materials? Does the lime-free backfill requirement extend to site utility trenches, sidewalks, foundations, and all other stone fill on site?
- A105.** If placed too close to the new trees, Limestone will leech into the plant material and damage or kill the tree. All sub-base within a 15'-0" diameter of trees shall be non-limestone aggregate as shown on L1.01 to reduce the possibility of damaging effects of limestone aggregate. CU Structural soil shall fill under sidewalk as per drawing L1.01.
- Q106.** A detail 7/L 1.03 is shown near the "Future Tot Lot" area. This detail is not indicated on page L 1.03
- A106.** This shall be shifted south and revised to 2/L1.03 as noted in Addendum 2, Change #27B.
- Q107.** Note on Detail 2/L 1.02 refers to detail 7/L 1.03. This detail does not exist. Should this be detail 2/L 1.03?
- A107.** Yes, revise note reference to 2/L1.03, refer to revision in Addendum 3.
- Q108.** Landscape furnishing plans and specification 02870 indicate a fabricated metal bench. AS pages indicate a granite bench. Which is correct?? If there is a combination of different types of benches, please confirm how many of each. 02166 Specifications contain section 02116 underground storage tank removal; no work is shown on the drawings. Will this be included in our scope?
- A108.** Refer to Sheet L2.01 for clarification of bench types. Legend indicates both prefabricated bench and granite bench types. Refer also to Architectural site drawings.
- Q109.** Left intentionally open.
- Q110.** Reference Specification 03300 (CIP Concrete), Section 3.10 (Finishing Floors and Slabs), Paragraph "B" (Trowel Finish) – Items #1, #2, and #3 reference the FF/FL requirements for the floor slabs. What is the required floor tolerance for the slab on metal deck below the "floating floor" system used for the 2nd level gym floor? Is it FF50/FL35 as required for gym floors or FF25 as required for elevated slabs? Please note that achieving a FF50/FL35 for an elevated deck would be very difficult if not impossible, even if the deck is shored prior to pouring the concrete.
- A110.** The elevated structural slab below the "floating" gymnasium floor slab shall meet an overall value of flatness F(25) as specified in 3.10.B.2 the "floating" gymnasium floor slab shall meet all overall value of flatness, F(F) 50, as specified in 3.10.B.1. Refer to Change 11.

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Q111. We are very interested in bidding on the above referenced project, and are currently approved in section #11491. We would also like to bid on the telescoping bleachers in section #12660. We ask that you please list Sheridan Gymnasium Equipment as an approved manufacturer of telescoping bleachers on future projects as well. As you probably know, you can find us in "Sweets" or on the "Sweets Search" CDROM. We are a family owned and operated business and have been manufacturing athletic equipment since 1946. You will find that our products meet or exceed that of the specified product.

A111. A. There are no substitutions.

Q112. What date can we assume the building permit will be issued on?

A112. Refer to Book 2 Article 6 Permits and Licenses.

Q113. Can the mechanical and electrical coordinator also serve as either

A113. Yes, refer to Book 2, Article 9, Section 9.05. Also refer to Addendum #3 changes .

Q114. Book 2A, Section 01400 Part 3.4 - Settlement Monitoring - Please verify that settlement monitoring can conclude after the completion of the foundation.

A114. Refer to Book 2A, Section 1400, Part 3, 3.4 Settlement Monitoring. Also refer to Addendum #3 changes .

Q115. What is the status of the building permit?

A115. The project is currently under review by the City of Chicago Building Department.

ATTACHMENTS:

In Book 1 Section IV Bid Form dated Dec 17, 2008.

In Book 1 Section IV Site Work Allowance, dated Dec 17, 2008.

Specification Section 01510 Temporary Offices, (8-1/2"x11" format), dated 12/16/08

Specification Section 01810 Cx Process, (8-1/2"x11" format), dated 12/16/08

Phase I Environmental Site Assessment Report, Proposed Avondale School Site, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Chicago Public Schools dated January 8, 2007 - this is the parking lot site, 239 pages, attached (**yellow paper - FOR REFERENCE ONLY**). REFER TO CD.

Phase I Environmental Site Assessment Report, Proposed Avondale School - Adjacent Parcel, 3235 North Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Chicago Public Schools dated May 10, 2007 - this is the main school site where the CVS drugstore was located, 243 pages, attached (**yellow paper - FOR REFERENCE ONLY**).

Phase II Environmental Site Assessment Report, Proposed Avondale School Site, Northwest Corner of Milwaukee and Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Chicago Public Schools dated May 10, 2007 - this is the parking lot site, 30 pages, attached (**yellow paper - FOR REFERENCE ONLY**). REFER TO CD.

Ground Penetrating Radar (GPR) Survey, Phase II Environmental Site Assessment, Avondale/Irving Park School, 3235 N. Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Public Building Commission dated January 4, 2008 - Letter Report of Initial GPR of main site - could not access under CVS or part of parking lot, 53 pages, attached (**yellow paper - FOR REFERENCE ONLY**). REFER TO CD.

Additional Ground Penetrating Radar (GPR) Survey, Avondale/Irving Park School, 3235 N.

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Springfield Avenue, Chicago, Illinois by MACTEC Engineering and Consulting, Inc. for Public Building Commission dated October 7, 2008 - Letter Report of GPR of main site after CVS store was demolished - addressed previously inaccessible areas (yellow paper - FOR REFERENCE ONLY). REFER TO CD.

Laboratory Report by STAT Analysis Inc. for waste characterization sample obtained during the test pitting activities at the main site dated October 13, 2008, 8-pages, attached (yellow paper - FOR REFERENCE ONLY). REFER TO CD.

CSK-02, 1-page (8-1/2"x11" format), dated 12.15.08

ASK-02, 1-page (11"x17" format), dated 12.15.08

ASK-03, 1-page (8-1/2"x11" format), dated 12.15.08

ASK-04, 1-page (8-1/2"x11" format), dated 12.15.08

MSK-01, 1-page (8-1/2"x11" format), dated 12.15.08

PSK-04, 1-page (8-1/2"x11" format), dated 12.15.08

PSK-05, 1-page (8-1/2"x11" format), dated 12.15.08

FPSK-1, 1-page (8-1/2"x11" format), dated 12.15.08

SSK-18, 1-page(8-1/2"x11" format), dated 12.15.08

T-1, Plat of Topography (For Reference Only), 1-sheet 30"x42", dated 11-25-08 (yellow paper)

T-2, Plat of Topography Phase 3: Final (For Reference Only), 1-sheet 30"x42", dated 11-25-08 (yellow paper)

END OF ADDENDUM NO.3`

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**ADDENDUM NO. 4 TO CONTRACT NO. 1476
FOR**

**Avondale / Irving Park Area Elementary School
For
New Construction**

DATE: December 19, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO ADDENDUM #3 DATED 12/17/2008

- Change 1:** In Addendum #3, **CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:** Change 26. To prevent a potential conflict, delete in its entirety and replace to read as:
"Sheet C3.0:
Add notes to sheet:
20) Soil removal, handling, and disposal shall conform to specification sections 02316 & 02318. In addition refer to Addendum #3 **QUESTIONS & ANSWERS:** Q32 and A32."
- Change 2:** In Addendum #3, **CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:** Change 53. Delete in its entirety and replace to read as:
"Intentionally left blank "
- Change 3:** In Addendum #3, **ATTACHMENTS:** Delete reference to SSK-18, 1-page(8-1/2"x11" format), dated 12.15.08

END OF ADDENDUM NO.4