Contractor: Sollitt/Brown & Momen Joint Venture

Contact Name: John Pridmore

Address: 790 N. Central Ave.

City/State/Zip: Wood Dale, IL 60191

Phone Number: 630-860-7333

Fax Number: 630-860-7347

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1473

SOUTH SHORE REPLACEMENT HIGH SCHOOL 1955 EAST 75TH STREET NEW CONSTRUCTION 5130

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

Erin Lavin Cabonargi 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: Book1 "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

TABLE OF CONTENTS

l.	INTRO	DDUCTION	.2
11.	PROJ	ECT INFORMATION	.2
	A.	General Information	. 2
	В.	Time of Completion	. 3
	C.	Commission's Contingency Fund	. 3
	D.	Copies of Drawings and Specifications Furnished	. 3
	E.	Liquidated Damages	. 3
	F.	Prevailing Wage Rates	. 4
III.	INSTF	RUCTIONS FOR BIDDERS	5
	A.	Examination of Documents By Bidder	5
	B.	Interpretations of Addenda	5
	C.	Inspection of Site	5
	D.	Pre-Qualification of Bidders	5
	E.	Evidence of Continuing Qualifications of Bidder	5
	F.	Preparation of Bid	6
	G.	Bid Deposit:	7
	H.	Bidder's Execution of Bid	7
	I.	Affidavit of Non-Collusion	7
	J.	MBE and WBE Commitments	8
	K.	Affidavit of Uncompleted Work	8
	L.	Bidder's Financial Statement	8
	M.	Disclosure Affidavit	8
	N.	Statement of Bidder's Qualifications	8
	O.	Disclosure of Retained Parties	8
	P.	Submission of Bid	9
	Q.	Withdrawal of Bids before Bid Opening	9
	R.	Opening of Bids	9
	S.	Evaluation of Bids	9
	Т. Ва	sis of Award	10
	U.	Performance and Payment Bond and Insurance	10
	٧.	Protests	11
	W.	Licensing	11
	X. Av	vard Of Contract; Rejection Of Bids	11
IV.	PROF	POSAL AND EXECUTION DOCUMENTS	12
	A.	Contractor's Bid	12

Contract No.1473 South Shore Replacement High School

	B.	Acc	eptance of the Bid	16
	C.	Cor	porate Resolution (if a Corporation)	17
٧.	PROF	POSA	L SUPPORT DOCUMENTS	18
	A.		is of Award (Award Criteria)	
VI.	ADDI	TION	AL DOCUMENTS TO BE EXECUTED	23
	Affida	vit O	Non-collusion	23
	SCHE	DUL	E B - Joint Venture Affidavit (1 of 3)	24
	SCHE	DUL	E C - Letter of Intent from MBE/WBE	27
			E D - Affidavit of General Contractor Regarding MBE/WBE Participation	
			E E - Request for Waiver from MBE/WBE Participation	
	Affida	vit O	Uncompleted Work	32
		A.	Work Under Contract	32
		B. C.	Uncompleted Work to be Completed with the Bidder's own Forces	32
	Stater	ment	Of Bidder's Qualifications	3 6
	Disclo	sure	Of Retained Parties	38
	Perfor	man	ce and Payment Bond	41
			oval	
DO	CUME	NT S	SUBMITTAL CHECKLIST	15
EX	НІВІТ	rs		
1.	Illino For (is D Cool	epartment of Labor Prevailing Rates of Hourly Wages k County	
2.	Insu	ranc	e Requirements	
3.	Com	mur	nity Area Map	

and the second

Contract No.1473 South Shore Replacement High School

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:

SOUTH SHORE REPLACEMENT HIGH SCHOOL 1955 EAST 75TH STREET NEW CONSTRUCTION 5130

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, construct new 206,000 square foot high school and adjunct facilities. LEED® Silver Certification.
 - 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: \$63,000,000.00 (excluding Allowances and Commission's Contingency Funds).
- 4. User Agency: Chicago Public Schools
- Project is located in Ward: 8th, Alderman Michelle A. Harris
- 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 South Shore Community Area (refer to Exhibit #3 Community Area Map).

Contract No.1473
South Shore Replacement High School

- 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 60601, Telephone: 312-357-9050
- Online Construction Documents Available at: http://www.drawingdepot.com/?PBC
- Pre-Bid Meeting Date, Time, and Location: Wednesday, July 30, 2008 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- 11. Technical Review Meeting: Friday, August 8, 2008 at 9:00AM in room CL115
- 12. Bid Opening Date and Time: Tuesday, August 26, 2008 at 2:00PM
- 13. Amount of Bid Deposit: 5% amount of bid
- 14. Amount of Commission's Contingency Fund: \$1,300,000.00
- Document Deposit: N/A
- 16. Cost for Additional Documents (per set): At Contractor's own expense.
- 17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
- 18. Bid Incentive for Apprentice Utilization. This incentive can provide up to a 1% future bid incentive for a future project. Refer to Book 2, Article 24. Bid Incentive for Apprentice Utilization.

B. Time of Completion

Substantial Completion of the Work must be achieved no later than <u>624</u> Days after the Notice to Proceed.

C. Commission's Contingency Fund

- The Commission's Contingency Fund for this project is: \$1,300,000.00.
- 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.

E. Liquidated Damages

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

Contract No.1473
South Shore Replacement High School

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

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.

- 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

 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.

Contract No.1473
South Shore Replacement High School

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

 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

Contract No.1473
South Shore Replacement High School

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

 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

- 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.
- 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)
 - 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

Contract No.1473
South Shore Replacement High School

8. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

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.
- 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.
- 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.

7 OF 58

Contract No.1473 South Shore Replacement High School

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:

The apparent low bidder must provide complete **Schedule C-** Letter of Intent from M/WBE 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 then 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.

Contract No.1473 South Shore Replacement High School

P. Submission of Bid

- 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.
- 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 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

- 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.

Contract No.1473
South Shore Replacement High School

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
- a) <u>Insurance To Be Provided By the Contractor</u>
 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 readvertising, 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

Contract No.1473
South Shore Replacement High School

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

- 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.

X. Award Of Contract; Rejection Of Bids

- 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, Friday, September 12, 2008 and that the bid may not be withdrawn until that time.
- 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.
- 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.

Contract No.1473
South Shore Replacement High School

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract N	n
1473 , including, but not limited to, a) Project Information, Instructions to Bidders, ar	nd
Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and 5	
Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d	l)
Plans and Drawings, and e). Addenda Nos. (None unless indicated here)	•,,
.1, 2 and 3	
	_
	_
	-

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.

BID FORM

	AMOUNT
Work	\$ 68,591,000
Site Security Allowance	\$400,000.00
Site Work Allowances	\$500,000.00
Commission's Contingency Fund	\$1,300,000.00
CCTV Allowance	\$400,000.00
Electrical Switch Allowance	\$225,000.00
TOTAL BASE BID	\$ 71,416,000

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

\$_	68	,630,	776	
		•		

BASE CONTRACT PRICE: \$ See Total Base Bid Above

SURETY: Please specify full legal name and address of Surety:	
Travelers Casualty and Surety Company of America	
215 Shuman Blvd.	
Naperville, IL 60563	

Revised BID FORM dated Aug 21, 2008

Contract No.1473
South Shore Replacement High School

SITE WORK ALLOWANCE

SITE WORK ALLOWA	4105	
_		
		Unit Price
stockpiled contaminated soil	Tons	\$30.00
Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$30.00
Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
Load, place and compact on-site fill material from stockpile	Cubic Yards	\$8.00
Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.50
Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only.	Cubic Yards	\$25.00
UST Removal (Tank < 5000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$28,100.00
UST Removal (tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$44,000.00
UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fulids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$55,000.00
UST tank sludge removal and disposal (55-gallon drum)	Drums	\$350.00
Bulk UST pump out (Liquids)	Gallons	\$0.50
Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,500.00
	Description of Work Loading, transportation and disposal of stockpiled contaminated soil Excavation, loading, transportation and disposal of contaminated soil Loading, transportation and disposal of stockpiled un-suitable soil Excavation, loading, transportation and disposal of in-place un-suitable soil Load, place and compact on-site fill material from stockpile Excavate, load, place and compact on-site fill material Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only. UST Removal (Tank < 5000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST Removal (tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fulids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST tank sludge removal and disposal (55-gallon drum) Bulk UST pump out (Liquids) Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule Obtain MWRDGC discharge permit for Bulk	Description of Work Loading, transportation and disposal of stockpiled contaminated soil Excavation, loading, transportation and disposal of contaminated soil Loading, transportation and disposal of stockpiled un-suitable soil Excavation, loading, transportation and disposal of in-place un-suitable soil Load, place and compact on-site fill material from stockpile Excavate, load, place and compact on-site fill material from stockpile Excavate, load, place and compact on-site fill material material Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only. UST Removal (Tank < 5000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST Removal (Tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade. UST tank sludge removal and disposal (55-gallon drum) Bulk UST pump out (Liquids) Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule Obtain MWRDGC discharge permit for Bulk

Contract No.1473
South Shore Replacement High School

15	Contaminated water - hauling and disposal of drums	Drums	\$300.00
16	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0 .50
17	Pumping and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.15
18	Furnish, place and compact base material CA-1	Ton	\$20.00
19	Load, place and compact on-site base material CA-1	Cubic Yards	\$12.00
20	Furnish, place and compact aggregate material CA-6	Ton	\$18.00
21	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$13.00
22	Furnish, place and compact drainage material CA-7	Ton	\$21.00
23	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
: 24	Furnish and place geotextile filter fabric	Square Yard	\$2.70
25	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
26	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	\$163.00
27	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	\$215.13

Total Allowance Fund = ___\$500,000.00

Notes:

- All work associated with the above Allowance Schedule shall be approved in writing by the Authorized Commission representative prior to proceeding.
- 2. Authorized Additional Excavation and replacement material will be paid for in accordance with the above Allowance Schedule.
- Authorized Additional Excavation means excavation below subgrade elevations as
 provided in the plans and specifications due to the presence of unsuitable soil
 materials as determined by the Authorized Commission representative.
- 4. The Unit Prices in this Allowance Schedule include all overhead and profit.
- 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.

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1473 South Shore Replacement High School

b. Acceptance of the bid	
IN WITNESS WHEREOF, the parties hereto have (2) original counterparts the day and year first above	
PUBLIC BUILDING COMMISSION OF CHICAGO Secretary Secretary	Richard Maley
CONTRACTING PARTY (Print or type names underneath all signatures)	
Sollitt/Brown & Momen Joint Venture Contractor Name	790 N. Central Ave., Wood Dale, IL 60191 Address
If a Corporation:	
By	President Title of Signatory
ATTEST: By	Secretary
CORPORATE SEAL	Title
If a Partnership:	en e
George Sollitt Construction Partner Howard Strong	790 N. Central Ave., Wood Dale, IL Address
Brown & Momen, Inc	823 E. Drexler, Chicago, IL
Partner Ernest Brown	Address
Partner	Address
If a Sole Proprietorship:	
Signature	
NOTARY PUBLIC	
County of DuPage State of State of Subscribed and sworn to before me on this 26th	
Manar Dianes	(SFAL)
Notary Public Signature	OFFICIAL SEAL
Commission Expires: 11/29/08	NANCY PLANEK NOTARY PUBLIC - STATE OF ILLINOIS
	MY COMMISSION EXPIRES:11/28/09

Contract No.1473
South Shore Replacement High School

C. Corporate Resolution (if a Corporation)

of certain preambles and re	REBY CERTIFY that the following is a complete, true and correct copy esolutions of the board of directors of
a corporation duly o	rganized and existing under the laws of the State of and authorized to do business in the State of Illinois, which
· · · · · · · · · · · · · · · · · ·	adopted at a duly called meeting of said board held on, 20_08, a quorum being present, and are set forth in the minutes
	the keeper of the corporate seal and of the minutes and records of said resolutions have not been rescinded or modified:
WHEREAS, this corporation	on submitted a bid, datedAugust 28 , 20_{08} to the
•	on of Chicago, for Contract No. 1473 of said Commission;
•	T RESOLVED: That the president or vice president and the secretary
•	this corporation be, and they are hereby, authorized and directed to on behalf of and under the name and seal of this corporation; and
	VED: That the aforesaid officers of this corporation be, and they are
	rected to execute and deliver to the Commission, for and on behalf of
	er 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 tha	at the following-named persons are the officers of this corporation duly
qualified and now acting a	s such:
President:	Howard Strong
Vice President:	John Pridmore
Secretary:	John Pridmore
Treasurer:	Daryl Poortinga
Assistant Secretary:	Nancy Planek
IN WITNESS WHEDEOF corporation, this 16th	have hereunto subscribed my name and affixed the seal of said day of August , 20 08 .
-	

JUNE 2008

Contract No.1473
South Shore Replacement High School

C. Corporate Resolution (if a Corporation)

a corporation duly Illinois	and authorized to do business in the State of Illinois, which	
resolutions were duly	y adopted at a duly called meeting of said board held on, 20, a quorum being present, and are set forth in the minutes	
of said meeting; that I a	am the keeper of the corporate seal and of the minutes and records of said	
	ne said resolutions have not been rescinded or modified:	
WHEREAS, this corpora	ration submitted a bid, dated, 20_08_ to the	
	sion of Chicago, for Contract No. 1473 of said Commission;	
	E IT RESOLVED: That the president or vice president and the secretary	
	of this corporation be, and they are hereby, authorized and directed to	
	nd on behalf of and under the name and seal of this corporation; and	
	OLVED: That the aforesaid officers of this corporation be, and they are	
	directed to execute and deliver to the Commission, for and on behalf of	
	other and all documents as may be necessary or pertinent to a contract, any and all other acts relative thereto.	
	that the following-named persons are the officers of this corporation duly	
qualified and now acting		
President:	Ernest Brown	
Vice President:	N/A	
Secretary: Katherine L. Jones		
Treasurer: Ernest Brown		
Assistant Secretary:	N/A	
NI WITHEON WASSES		
corporation, this 26th	OF, I have hereunto subscribed my name and affixed the seal of said day of August, 20_08	
corporation, this 26th		

Contract No.1473
South Shore Replacement High 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

	z. Avaid Official Officia	
Line 1.	Base Bid, in figures	See Total Base Bid on Page 13
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)	. 40
Line 3.	Multiply Line 2 by Line 1 by 0.04	
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)	.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	
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)	. 50
Line 7.	Multiply Line 6 by Line 1 by 0.01	
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	-0-
Line 9.	Multiply Line 8 by Line 1 by 0.04	

JUNE 2008

Contract No.1473
South Shore Replacement High School

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)	.10
Line 11.	Multiply Line 10 by Line 1 by 0.03	
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)	-0-
Line 13.	Multiply Line 12 by Line 1 by 0.01	
Line - 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ See Award Criteria Figure on Page 13

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

Contract No.1473
South Shore Replacement High School

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:

Line 1 x 04 100

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

For each full one (1%) percent deficiency of minority apprentices not utilized

 three cents per hundred dollars of the base bid calculated as follows:

Line 1 x 03

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

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

Line 1 x 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

Contract No.1473
South Shore Replacement High School

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.
- 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.

JUNE 2008

Contract No.1473 South Shore Replacement High School

6. **Major Trades**

Asbestos Workers Boiler Makers Bricklayers Carpenters Cement Masons Electricians

Elevator Construction **Glaziers** Mechanists **Machinery Movers** Ornamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

Sheet Metal Workers Sprinkler Fitters **Technical Engineers**

Tuck Pointers

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.

TRADE PARTICIPATION

Carpenter Laborers Bricklayers Plumbers Electricians Sheetmetal Workers Pipe Fitters Iron Workers

PERCENT OF MINORITY

50%	
50%	
 33%	
 33%	
 25%	
33%	
 33%	
 5%	

JUNE 2008 22 OF 58

Contract No.1473 South Shore Replacement High School

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

JUNE 2008

Affidavit Of Non-collusion
STATE OF ILLINOIS }
SS COUNTY OF COOK }
Howard Strong, being first duly sworn, deposes and
says that:
(1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of
The George Sollitt Construction Company 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/. (Signed) President
(Title)
Subscribed and sworn to before me this 26th day of August 20 08
Marin Blanch
Office Manager (Title) My Commission expires: 11/28/09 OFFICIAL SEAL NANCY PLANEK NOTICE PROBLEM STATE OF ILLINOIS
My Commission expires. 11/28/09

23 OF 58

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1473

South Shore Replacement High School

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affida	vit Of Non-co	llusion				
STATE	OF ILLINOIS	} }SS				
COUNT	Y OF COOK	}				
Ernes	t Brown			, being fir	st duly sworn, o	deposes and
says th	at:			<u> </u>	•	•
(1)	He/She is	esident				
(Owner	, Partner, Office	er, Representative or	Agent) of			
	& Momen, Inc		D: I			,
tne Bla	der that has sub	mitted the attached	Bid;			
(2) and of		fully informed respe umstances respectir			contents of the	e attached Bid
(3)	Such Bid is ge	nuine and is not a co	ollusive or st	nam bid;		
conspir collusiv submitt directly other B Bidder, secure	rees, or parties red, or agreed, or sham bid ted or to refrair or indirectly, so bidder, firm, or por to fix any or through any cat the Public Builted.	r nor any of its in interest, including directly or indirectly in connection with from bidding in cought by agreement berson to fix the prioverhead, profit, or collusion, conspiracy ilding Commission of	ing this affi y, with any the Contra onnection w or collusion ce or prices ost element y, connivance	ant, has in a other Bidder, act for which ith such Conforcemunity in the attache of the bid price or unlawfu	try way colluction, or personal the attached tract, or has incation or conferred bid or in the ce of any other agreement a	ded, connived, on to submit a bid has been a any manner, rence with any at of any other Bidder, or to any advantage
(5) any col its ager	llusion, conspira	rices quoted in the a acy, connivance, or a eves, owners, employ	unlawful agr	eement on th	e part of the Bi	idder or any of
(6) 720 JL(IL(9) 5: (Signed Presi	CS 5/33E-3 (Bio 70/0.01 th/bugh	not barred from bidd I-rigging), 720 ILCS 570/7.	ing as a resi 5/33E-4 (Bi 	ult of having vertical distribution of the dis	iolated <i>Illinois</i> (the <i>Prevailing</i>	Criminal Code, Wage Act, 30
(Title)						
Subscri	ibed and sworn	to before me this	26th da	y of <u>August</u>	E	20 _08
1600	al and					
	e Manager		\$		CAL CEAL	~~ 3
(Title) My Cor	nmission expire	s: 11/28/09		NAN(CIAL SEAL DY PLANEK C - STATE OF ILLING IGN EXPIRES 11/28/0	

JUNE 2008

Contract No.1473 South Shore Replacement High 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.

	Na	ame of joint venture	Sollitt/Brown & Momen Joint Venture	
2.	Ad	ddress of joint venture	790 N. Central Ave. Wood Dale, IL 60191	
3.	. Phone number of joint venture		630-860-7333	
4,	T	entify the firms that comprise the joint ver he George Sollitt Construction Com rown & Momen, Inc.		
	A.	Describe the role(s) of the MBE/WBE defined portion of work" must here be s firm.) See Joint Venture Agreement date	firm(s) in the joint venture. (Note that a "clearly shown as under the responsibility of the MBE/WBE	
	В.	Describe very briefly the experience and business qualifications of each non-MBE/W joint venturer. See PBC RFQ for Prequalification to bid as General Contractor dated		
			e George Sollitt Construction Company.	
5.	Na	ture of joint venture's business		
5.6.7.	Pro	Ovide a copy of the joint venture agreement overship: What percentage of the joint	ent. venture is claimed to be owned by MBE/WBE?	
6. 7.	Pro	ovide a copy of the joint venture agreeme vnership: What percentage of the joint		
6.	Pro Ov Sp	Ovide a copy of the joint venture agreement overship: What percentage of the joint		
6. 7.	Pro Ov Sp	ovide a copy of the joint venture agreeme vnership: What percentage of the joint 20_% ecify as to: Profit and loss sharing	venture is claimed to be owned by MBE/WBE?	
6. 7.	Ow Sp A. B.	ovide a copy of the joint venture agreement venture. What percentage of the joint venture agreement venture agreement venture. What percentage of the joint venture agreement venture	venture is claimed to be owned by MBE/WBE?	

JUNE 2008

Gontract No.1473 South Shore Replacement High School

SCHEDULE B - Joint Venture Affidavit (2 of 3)

٦.		nancial decisions ne attached Joint Venture Agreement dated August 28, 2008
B.	Ma	anagement decisions such as:
1	l)	Estimating See attached Joint Venture Agreement dated August 28, 2008
2	2)	Marketing and Sales See attached Joint Venture Agreement dated August 28, 2008
(3)	Hiring and firing of management personnel See attached Joint Venture Agreement dated August 28, 2008
4	4)	Other See attached Joint Venture Agreement dated August 28, 2008
C.	Pu	archasing of major items or supplies See attached Joint Venture Agreement dated August 28, 2008
D.	Q.,	and the of field and entire
	Su	Ipervision of field operations See attached Joint Venture Agreement dated August 28, 2008
		See attached Joint Venture Agreement dated August 28, 2008 Ipervision of office personnel See attached Joint Venture Agreement dated August 28, 2008
E. F.	Su De est ext	See attached Joint Venture Agreement dated August 28, 2008 Upervision of office personnel See attached Joint Venture Agreement dated August 28, 2008 Describe the financial controls of the joint venture, e.g., will a separate cost center by tablished; which venturer will be responsible for keeping the books; how will the pense therefor be reimbursed; the authority of each joint venturer to commit or obligate other. Describe the estimated contract cash flow for each joint venturer.
E.	De est exp the	See attached Joint Venture Agreement dated August 28, 2008 Ipervision of office personnel See attached Joint Venture Agreement dated August 28, 2008 escribe the financial controls of the joint venture, e.g., will a separate cost center be tablished; which venturer will be responsible for keeping the books; how will the pense therefor be reimbursed; the authority of each joint venturer to commit or obligate.
F .	Su Dee est ext the	See attached Joint Venture Agreement dated August 28, 2008 Upervision of office personnel See attached Joint Venture Agreement dated August 28, 2008 Describe the financial controls of the joint venture, e.g., will a separate cost center be tablished; which venturer will be responsible for keeping the books; how will the pense therefor be reimbursed; the authority of each joint venturer to commit or obligate other. Describe the estimated contract cash flow for each joint venturer.
F .	Dee est exp the	See attached Joint Venture Agreement dated August 28, 2008 spervision of office personnel See attached Joint Venture Agreement dated August 28, 2008 escribe the financial controls of the joint venture, e.g., will a separate cost center be tablished; which venturer will be responsible for keeping the books; how will the pense therefor be reimbursed; the authority of each joint venturer to commit or obligate other. Describe the estimated contract cash flow for each joint venturer. Attached Joint Venture Agreement dated August 28, 2008. The George attached Joint Venture agreement dated August 28, 2008. The George attached provide accounting services.

Contract No.1473
South Shore Replacement High 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.

contractor in the joint venture is a subcontractor	·
The George Sollitt Construction Co.	Brown & Momen Inc.
Name of joint Venturer	Name of Joint Vanturer
thurs >	
Signature	Signature
oignating (/	Ognature
Howard Strong	Ernest Brown
Name _	Name President
President Title	Title
August 28, 2008	August 28, 2008
Date	Date
State ofIllinoisCounty of DuPage	State of Illinois County of DuPage
On this 28th day of August , 20 08	On this 28th day of August , 20 08
before me appeared (Name)	before me appeared (Name)
Howard Strong	Ernest Brown
to me personally known, who, being duly swom,	to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
Sollitt/Brown & Momen Joint Venture	Sollitt/Brown & Momen Joint Venture
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her
free act and deed.	free act and deed
Manzia Dormah	Manage (Blance)
Notary Public X	Moraly Public
	OFFICIAL SEAL
Commission expires: 11/28 OFFICIAL SEAL NANCY PLANEK	Upitimission expires: ±1/20/09 NANCY DIANER
(SEAL) STATE OF ILLINOI	S (SEAL) STATE OF ILLINOI
MY COMMISSION EXPIRES. 1 1720/05	MY COMMISSION EXPIRES:11/26/08
JUNE 2008	>

Contract No.1473
South Shore Replacement High School

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

Name of Project: South Shore Replacement High School		
Project Number: 1473		
FROM:		
Fulleron November SUPUL	<u>v.</u> mbe <u>×</u>	WBE
то:	•	
Sollitt/Brown & Momen Joint Venture and (Name of General Bidder)	d Public Building Cor	mmission of Chicago
The undersigned intends to perform work in conformation (check one):	nection with the abo	ove-referenced project as
a Sole Proprietor	\times	_ a Corporation
a Partnership		_ a Joint Venture
The MBE/WBE status of the undersigned is confidated In addit Joint Venture with a non-MBE/WBE firm, a Schedul	irmed by the attachion, in the case who e B, Joint Venture Al	ed Letter of Certification, ere the undersigned is a fidavit, is provided.
The undersigned is prepared to provide the following described goods in connection with the above-name	ng described service ad project.	es or supply the following
mechanical materials		
The above-described services or goods are offered as stipulated in the Contract Documents.	for the following price	ce, with terms of payment
\$ 600,000 -		
,		

Contract No.1473
South Shore Replacement High 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 subcontract dollar amount:	pay items, specifically describe the work and
If more space is needed to fully describe the payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/W	BE subcontract will be sublet to non-MBE/WBE
contractors.	WBE subcontract will be sublet to MBE/WBE
If MBE/WBE subcontractor will not be sub-s Schedule, a zero (0) must be filled in each blan the MBE/WBE subcontractor's scope of work w	ubcontracting any of the work described in this ik above. If more than 10% percent of the value of till be sublet, a brief explanation and description of
conditioned upon its execution of a contract wit	ment for the above work with the General Bidder th the Public Building Commission of Chicago, and receipt of a notice of Contract award from the
Commission. By:	
Fulction Industrial Supply Inc. Name of MBEWBE Firm (Print)	Signature
Date 773-575-3003	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	-



City of Chicago Richard M. Daley, Mayor

Denartment 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:

June 1, 2009 308470

Vendor Number:

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,

Łori Ann Lypsøfi

Deputy Procurement Officer

Expansion Granted for WBE

LAL/cc

IL UCP HOST: City of Chicago





Contract No.1473 South Shore Replacement High School

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

Name of Project: South Shore Replacement High School
South Shore Replacement high School
Project Number: 1473
FROM:
Reflection Window Company LLC MBE XX WBE (Name of MBE or WBE)
TO:
Sollitt/Brown & Momen Joint Venture and Public Building Commission of Chicago (Name of General Bidder)
The undersigned intends to perform work in connection with the above-referenced project (check one):
a Sole Proprietor XX a Corporation
a Partnershipa Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated June 30, 2008. In addition, in the case where the undersigned is 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 follow described goods in connection with the above-named project.
Windows + Glass
The above-described services or goods are offered for the following price, with terms of payme as stipulated in the Contract Documents.
\$2,280,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1473

South Shore Replacement High 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 payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or	
contractors. Window Wall Erect O % of the dollar value of the MBE contractors. If MBEWBE subcontractor will not be subsechedule, a zero (0) must be filled in each blanthe MBEWBE subcontractor's scope of work with work to be sublet must be provided. The undersigned will enter into a formal agree conditioned upon its execution of a contract will will do so within five (5) working days of the contractors.	BE subcontract will be sublet to non-MBE/WBE \(^\O\O\O\) WBE subcontract will be sublet to MBE/WBE ubcontracting any of the work described in this above. If more than 10% percent of the value of the sublet, a brief explanation and description of the Public Building Commission of Chicago, and receipt of a notice of Contract award from the	
Commission. By:		
Reflection Window Company LLC		
Name of MBE/WBE Firm (Print)	Signature Rodrigo d'Escoto	
9-2-08 Date 773-342-8910	Name (Print)	
Phone		
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 30, 2008

Rodrigo D'Escoto, President
ReflectionWindow Company, LLC
2525 North Elston Avenue, C-200
Chicago, Illinois 60647

Dear Mr. D'Escoto:

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 October 1, 2008.

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):

Project Management; Sale and Installation of Windows, Window Guards and Curtainwall

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

Sincerely

Lori Ann Lypson

Deputy Progurement Officer

LAL/ymj





Contract No.1473
South Shore Replacement High School

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

Name of Project: South Shore Replacement High School		
Project Number: 1473		
FROM:		
BECKIT INC. (Name of MBE or WBE)	MBE	W ВЕ <u>х</u>
TO:		
Sollitt/Brown & Momen Joint Venture (Name of General Bidder)	and Public Building	Commission of Chicago
The undersigned intends to perform work in (check one):	connection with the	above-referenced project as
a Sole Proprietor	X	a Corporation
a Partnership		a Joint Venture
The MBE/WBE status of the undersigned is dated <u>APRIL 19, 2007</u> . In a Joint Venture with a non-MBE/WBE firm, a Sche	ddition, in the case	where the undersigned is a
The undersigned is prepared to provide the foli described goods in connection with the above-ne MASONRY MATERIALS		ervices or supply the following
The above-described services or goods are offer as stipulated in the Contract Documents. \$1,500,000	ered for the following	g price, with terms of payment

Contract No.1473
South Shore Replacement High School

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

subcontract dollar amount:	
If more space is needed to fully descrit payment schedule, attach additional she	be the MBE/WBE firm's proposed scope of work and/oet(s).
SUB-SUBCONTRACTING LEVELS	
	ABE/WBE subcontract will be subjet to non-MBE/WB
contractors. O % of the dollar value of the	MBE/WBE subcontract will be sublet to MBE/WB
contractors.	
	sub-subcontracting any of the work described in th
Schedule, a zero (0) must be filled in each	ch blank above. If more than 10% percent of the value
the work to be sublet must be provided.	work will be sublet, a brief explanation and description
hie statuto ne anniat impat na biatimant	and the second s
The undersigned will enter into a formal	agreement for the above work with the General Bidds
conditioned upon its execution of a conti	ract with the Public Building Commission of Chicago, ar
conditioned upon its execution of a conti will do so within five (5) working day	ract with the Public Building Commission of Chicago, ar
conditioned upon its execution of a contr will do so within five (5) working day Commission.	I agreement for the above work with the General Bidder ract with the Public Building Commission of Chicago, are so of receipt of a notice of Contract award from the contract
conditioned upon its execution of a contr will do so within five (5) working day Commission. By:	ract with the Public Building Commission of Chicago, are ys of receipt of a notice of Contract award from the
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC.	ract with the Public Building Commission of Chicago, are as of receipt of a notice of Contract award from the succession of Chicago, and the contract award from the succession of Chicago, and the contract award from the succession of Chicago, and the contract award from
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print)	ract with the Public Building Commission of Chicago, are so receipt of a notice of Contract award from the Signature
conditioned upon its execution of a control will do so within five (5) working day Commission. BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008	ract with the Public Building Commission of Chicago, are as of receipt of a notice of Contract award from the second seco
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date 815-385-2904	ract with the Public Building Commission of Chicago, are yes of receipt of a notice of Contract award from the Signature REBECCA KRESS Name (Print)
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date 815-385-2904	ract with the Public Building Commission of Chicago, are so receipt of a notice of Contract award from the Signature REBECCA KRESS Name (Print)
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date 815-385-2904 Phone	ract with the Public Building Commission of Chicago, are yes of receipt of a notice of Contract award from the Signature REBECCA KRESS Name (Print)
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date 815-385-2904 Phone IF APPLICABLE:	ract with the Public Building Commission of Chicago, are yes of receipt of a notice of Contract award from the Signature REBECCA KRESS Name (Print)
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date 815-385-2904 Phone IF APPLICABLE:	ract with the Public Building Commission of Chicago, are yes of receipt of a notice of Contract award from the Signature REBECCA KRESS Name (Print)
conditioned upon its execution of a control will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date 815-385-2904 Phone IF APPLICABLE: By:	ract with the Public Building Commission of Chicago, are so receipt of a notice of Contract award from the Signature REBECCA KRESS Name (Print)
conditioned upon its execution of a conti will do so within five (5) working day Commission. By: BECKIT INC. Name of MBE/WBE Firm (Print) AUGUST 29, 2008 Date	ract with the Public Building Commission of Chicago, and so of receipt of a notice of Contract award from the signature REBECCA KRESS Name (Print)



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Barbara A. Lumpkin 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 19, 2007

Rebecca Kress, President Beckit, Inc. 27992 W. Route 120 Unit #13 Lakemoor, Illinois 60051

Annual Certificate Expires: Vendor Number:

October 1, 2008 50678028

Dear Ms. Kress:

We are pleased to inform you that **Becklt, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by <u>October 1, 2008</u>.

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:

Supplier of Brick, Stone, and Masonry Products and Tools

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.

Deputy Procurement Officer

LAL/emc

NEIGHBORHUDIS GIRARIA



Contract No.1473
South Shore Replacement High School

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

Name of Project: South Shore Replacement High School			
Project Number:1473	-		
FROM:			
Evergreen Supply (Name of MBE or WBE)	MBE	WBE	<u>x</u>
TO:		·	
Sollitt/Brown & Momen Joint Venture (Name of General Bidder)	and Public Building	Commission o	f Chicago
The undersigned intends to perform work in a (check one):	connection with the	above-referen	ced project as
a Sole Proprietor	<u>x</u>	a Corpor	ation
a Partnership		a Joint V	enture
The MBE/WBE status of the undersigned is of dated October 2008. In a Joint Venture with a non-MBE/WBE firm, a School The undersigned is prepared to provide the foldescribed goods in connection with the above-n	ddition, in the case edule B, Joint Ventur lowing described se	where the un e Affidavit, is p	dersigned is a rovided.
Electrical	Materials		
The above-described services or goods are offer as stipulated in the Contract Documents.	ered for the following	price, with ten	ms of payment
\$1,380,000.	00		

Contract No.1473
South Shore Replacement High 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 subcontract dollar amount:	pay items, specifically describe the work and
If more space is needed to fully describe the payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/W contractors.	BE subcontract will be sublet to non-MBE/WBE
% of the dollar value of the MBE	WBE subcontract will be sublet to MBE/WBE
Schedule, a zero (0) must be filled in each blan the MBE/WBE subcontractor's scope of work v	subcontracting any of the work described in this above. If more than 10% percent of the value of will be sublet, a brief explanation and description of
conditioned upon its execution of a contract will do so within five (5) working days of	ement for the above work with the General Bidder, the Public Building Commission of Chicago, and receipt of a notice of Contract award from the
Commission.	
By:	Fatrice acurrend
Name of MREANE Firm (Print)	Signature Patricia a Cunninghor
Date 7733154150	Name (Print)
Phone	•
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



City of Chicago Richard M. Daiey, Mayor

Department of Procurement Services

Barbara A. Lumpkin 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

August 30, 2007

Colleen Kramer, President Evergreen Supply Co. 9901 S. Torrence Avenue Chicago, IL 60617

Annual Certificate Expires: Vendor Number:

October 1, 2008 1008119

Dear Ms. Kramer.

We are pleased to inform you that Evergreen Supply Company, Inc. has been certified as a WBE by the City of Chicago. This WBE certification is valid until October 1, 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by October 1, 2008.

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 firms 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 Electrical Material

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.

Sincerei

Lori Ann Lynson Deputy Procurement Officer

LAL/bk

IL UCP HOST: IDOT





Contract No.1473
South Shore Replacement High School

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

Name of Project:	Calca - 1		
South Shore Replacement High	School		
STATE OF ILLINOIS }			
} \$\$			
COUNTY OF COOK }			
In connection with the above-capti	oned contract, I HEREBY DEC	LARE AND AFF	IRM that I am
Joint Venture Partner			<u>_</u>
Title and duly authorized re	epresentative of		
Sollitt/Brown & Momen Joi	nt Venture		
Name of General Contract 790 N. Central Ave.	or whose address is		
in the City of Wood Dale	, State ofIllino	is	
and that I have personally reviewe	d the material and facts submitte	ed with the attac	hed Schedules
of MBE/WBE participation in the a	bove-referenced Contract, inclu-	ding Schedule C	and Schedule
B (if applicable), and the followin participate in this Contract if award	g is a statement of the extent ed to this firm as the Contractor	for the Project.	AADE IIIIII2 AAIII
participate in this Contract if award	od to this him as the serialists		
		Dollar Credit To	ward MBE/WBE
Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Go	als
	Accordance with concusts o	MBE	WBĘ
Brown & Momen, Inc.	20% JV Partner	\$14,783,200	\$
FullERTOL	WELLHEAL METERIALS	\$ 600,000	\$
Ocal	1. In a diagram	#72PA	

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.

Percent of Total Base Bid

imiasonary ing temple

ELECTRICAL METERIALS

\$

24

Total Net MBE/WBE Credit \$ 17,163, 200

\$ 500,000

\$ 1,380,000

\$ 2,880,000

Contract No.1473
South Shore Replacement High 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: The George Sollitt Construction Company Name of Contractor (Print) Howard Strong August 28, 2008 Name (Print) Date 630-860-7333 Phone IF APPLICABLE: By: Brown & Momen, Inc. Signature Joint Venture Partner (Print)

Zrnest Brown

MBE X WBE ____ Non-MBE/WBE _

Name (Print)

August 28, 2008

630-860-7333/630-860-7347

Date

Phone/FAX



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

March 27, 2008

Max Jones
Brown & Momen, Inc.
823 East Drexel Square
Chicago, Illinois 60615

Annual Certificate Expires: Vendor Number:

April 1, 2009 1034709

Dear Mr. Jones:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE 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:

Carpentry Services; Home Repair; Construction Management

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.

Sincerefy

Lori Ann Lypson

Deputy Proculement Officer

LAL/mck

IL UCP HOST: City of Chicago





Contract No.1473
South Shore Replacement High School

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date:	
Public Richai 50 W.	avin Cabonargi, Executive Director Building Commission of Chicago rd J. Daley Center Washington Street, Room 200 go, IL 60602
Dear I	Mrs. Cabonargi:
RE:	Contract No.
	Project Title:
from t been work Minor consi:	cordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform in this project, that such efforts have not been successful, and that it/we cannot meet the ity/Women Business Enterprise contract goal. These efforts are described below and are stent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in 24.01.10 as follows:
	mentation attached: yes no
Base	d on the information provided above, we request consideration of this waiver request.
Since	erely,
Signa	ature
Print	Name
Title	
Nam	e of Firm

JUNE 2008

Contract No.1473 South Shore Replacement High 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 portlon 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
Drainat	Belmont Cra	gin			N/A	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Project	Elementary	School				
Contract With	PBC				N/A	
Estimated Completion Date	7/09				N/A	
Total Contract Price	27,082,000				N/A	27,082,000
Uncompleted Dollar Value if Firm is the GC	25,207,823				N/A	25,207,823
Uncompleted Dollar Value if Firm is a Subcontractor					N/A	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TOTAL V	ALUE OF A	LL WORK	Uncomplete

work

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.

done by the blader. If he	1	2	3	4	Awards Pending	TOTALS
Earthwork	-044 SHE -194					
Demolition		~~~				AT 1 Case and the publishment of pub
Sewer and Drain			Und was April			
Foundation						A CANADA DA PARAMA
Painting						
Struct. Steel (Bldg Const.)						Product in trape of 190
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete	00 TT 00					
Fireproofing						

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1473 South Shore Replacement High School

	1	2	3	4	Awards Pending	TOTALS
Masonry						
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)						
TOTALS						

Contract No.1473 South Shore Replacement High 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	George Sollitt				N/A
Type of Work	JV Partner				N/A
Subcontract Price	21,665,600				N/A
Amount Uncompleted	19,949,816				N/A
Subcontractor	Brown & Momen				N/A
Type of Work	JV Partner				N/A
Subcontract Price	5,416,400				N/A
Amount Uncompleted	5,258,007	* = =			N/A
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted			Manadase supposes,		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					<u> </u>
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted			a undisense		
TOTAL Uncompleted					

Contract No.1473
South Shore Replacement High School

Affidavit of Uncompleted Work (continued)

ALL uncompleted co	ontracts of the ontract work,	e undersianed for	davit is a true and correct statement relating to Federal, State, County, City, and private work bids not yet awarded or rejected, and ALL
Signature	<u> </u>		Date /
Howard Strong			Joint Venture Representative
Name (Type or Prin		t Vantura	Title
Bidder Name 790 N. Central A		-	
Address Wood Dale	II,	60191	
City	State	Zip	
Subscribed and sw this 26th Notary Public Commission expire	lay ofA	ugust	(SEAL) OFFICIAL SEAL NANCY PLANEK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/28/09

Contract No.1473
South Shore Replacement High 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	sollitt/Brown & Momen Joint Venture
Submitted By	Howard Strong
Fitle	Joint Venture Representative
Permanent Main Office Address	790 N. Central Ave.
Local Address	Wood Dale, IL 60191
	-
Local Telephone No. and FAX No.	630-860-7333/630-860-7347
manani dalahiri da kacamatan da	

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.				

 $\bar{\nu}^{3}$

Contract No.1473 South Shore Replacement High 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											
	If incorporated in another state, is firm authorized to do business in the State of Illinois? Yes No Name and address of registered agent in Illinois											
(e)	Names and titles of officers authorized to sign contracts											
	Name	Name Title										
	Name	Title										
If subm	itted by a partnership:											
(a)	Firm Name sollitt/Brown & Momen Join	t Venture										
(b)	Official Address 790 N. Central Ave., Wood											
(c)	Names of all Partners: The George Sollitt Constru	ction Company										
	Brown & Momen, Inc											
If subm	nitted by an individual:											
(a)	Firm Name											
(b)	The Owner											
(c)	Official Address											
Signatu	House of Affiant											
Subscr	ribed and sworn to before me this26th	day of	August	20 <u>08</u>								
My Coa	Public 11/28/09 mmission expires: 11/28/09	(SEAL) OFFICIAL NANCY PI NOTARY PUBLIC ST MY HAMISSION E	ANEK Z									
JUNE 20	008	(m	₩ ₩ ₩ ₹ ₹ ₹	37 OF 58								

Contract No.1473 South Shore Replacement High School

Disclosure Of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1st low and the apparent 2nd low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1st and 2nd low bidders.

A. Definitions and Disclosure Requirements

- As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
- "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby cert	ifies as	follows:
------------------------	----------	----------

Co	ntractor hereby certifies as follows:
1.	This Disclosure relates to the following transaction: New Construction
	Description of goods or services to be provided under Contract 1473 - South Shore Replacement High School
2.	Name of Contractor: Sollitt/Brown & Momen Joint Venture
3.	EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
	Check here if no such persons have been retained or are anticipated to be retained

38 OF 58

JUNE 2008

Contract No.1473
South Shore Replacement High School

Retained Parties:

Name

Business Address
Relationship (Lobbylsts, etc.)

See Attached

Fees (indicate whether paid or estimated)

- 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.

Retained Parties:

Name	Business Address	Relationship	Fees
Fullerton Industrial Supply, Inc.	1456 W. Fullerton Chicago, IL 60614	Supplier	\$600,000
Evergreen Supply Company	9901 S. Torrence Ave. Chicago, IL 60617	Supplier	\$1,380,000
Reflection Window Company, LLC	2525 N. Elston Ave., C-200 Chicago, IL 60647	Subcontractor	\$2,280,000
Beckit, Inc.	27992 W. Route 120, Unit 13 Lakemoor, IL 60051	Supplier	\$1,500,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1473
South Shore Replacement High School

Jan Wal	August 29, 2008
Signature	Date
John Pridmore	Representative
Name (Type or Print)	Title
Subscribed and sworn to before me this 29th day of August Notary Public	, 20 <u>08</u> (SEAL)
Commission expires: 11/28/09	OFFICIAL SEAL NANCY PLANEK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/28/09

Contract No. 1473

PERFORMANCE AND PAYMENT BOND

Contract No. 1473

Bond No. 105166746

KNOW ALL MEN BY THESE Page 2 corporation organized and existing		tt/Browen Momen Joint Venture. State of Illinois, with offices in the <u>Town of</u>
Woodale, State of Illinois, as	Corporate	Principal, and
Travelers Casualty a	nd Surety Compa	my of America
* IL *, as Surety, are he hereinafter called "Commission" Thousand Dollars and No Cents (eld and firmly bound unto ", in the penal sum of (\$71,416,000.00) for the p	State of <u>CT</u> , with offices in the State of to the Public Building Commission of Chicago Seventy One Million Four Hundred Sixtee payment of which sum well and truly to be mad and successors, jointly and severally, firmly be
-		e Principal entered into a certain Contract, here <u>8</u> , for the fabrication, delivery, performance as

South Shore Replacement High School 1955 East 75th Street, 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. 1473

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 <u>Seventy One Million Four Hundred Sixteen Thousand Dollars and No Cents (\$71.416,000.00)</u>, 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.

Contract No. 1473

IN WITNESS WHEREOF, the above bounden particles $\frac{9/10/2008}{}$, the name and corporate $\frac{9}{}$	orate seal of each corporate party being hereto affixed
and these presents duly signed by its undersigned re	representative pursuant to authority of its governing
body.	
WITNESS:	
	BY . (Seeil)
Name	Individual Principal (Seat)
Business Address	Individual Principal (Seal)
	•
City State	
CORPORATE SEAL	
12.0	
ATTEST	Sollitt/Brown Momen Joint Venture
	Corporate Principal
ВУ	BY HOUNE
Secretary	Representative
Title	Title
790 N. Central Avenue	
Wood Dale, IL 60191	Travelers Casualty and
X	Surery Company of America
BY	Corporate Surety
215 Shugan Blvd.	Myr. Color
<u>Nape√ville, IL 60563-8458</u> Business Address & Telephone (630)961-7002	Title Amy /E. Callahan, Attorney-In-
	COM ONATE SEAL
FOR CLAIMS (Please Print):	
Contact Name: Mr. Todd Baraniak	
Business Address: 215 Shuman Blvd., Nap	perville, IL 60563-8458
Telephone: 630-961-7002 Fax	k: 866-216-5979
The rate of premium of this Bond is \$ 5.80	per thousand, **
total amount of premium charged is \$ $\frac{414,213.0}{}$	0 **

^{*} 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. 1473

** Must be filled in by the Corporate Surety.

BOND APPROVAL

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

, John Pridmore	certi	fy that I am the	Secretary of
Sollitt/Brown Momen Joint Ve			
payment bond, that Howard			
then <u>President</u> of	said corporation;	that I know this person's sign:	ature, and the signature is
genuine; and that the Bond wa			
authority of its governing body.			
Dated this 11thday of Septem	ber 2008.		
~			
CORPORATE SEAL			



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.

219810

Certificate No. 002289226

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 Maryland, that Fidelity and Guaranty Insurance 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

Amy E. Callahan, Peter S. Forker of Arlington Heights, Illinois; Becky A. Heaston, Bradley S. Babcock, and Margaret M. Sylvester

	.				55 7'				
of the City of each in their s			s named above.	, State of to sign, execute,	Wisconsin seal and acknowl	edge any and all b		e and lawful Atte ces, conditional t	•
other writings	obligatory in the	e nature thereof o	n behalf of the	Companies in th	eir business of gr	uaranteeing the fic	delity of persons,		
contracts and	executing or guar	ranteeing bonds ai	nd undertakings	required or pern	inted in any actio	ns or proceedings	allowed by law.		
								-	
IN WITNESS	SWHEREOF 11	ne Companies hav	e caused this in	etrument to he ci	aned and their co	rnorate seals to be	hereto affixed th	26	ōth
day of	arch	2008 ,	. «	Saturicité de si	gired and their co	rporate seals to be	Hereto arrixed, ti		**
-						»		_	
			Casualty Comp Guaranty Insu	pany rance Company			iardian Insurance ercury Insurance		
		Fidelity and	Guaranty Insu	rance Underwr			Casualty and Sur		· A
			rety Company and Marine Ir	surance Comp	any		Casualty and Sur tes Fidelity and (
				معالقاتين			_		_
1932	1977	MCORPORATED TO THE PARTY OF THE	1927	THE CONTRACTOR OF THE CONTRACT	SEAL S	SEAL S	HARTFORD, CONN.	HARTFORD S	MCDETONICE PER 1896
State of Conne City of Hartfo					Ву:	Georg	Legy Walt	nior Vice President	
City of Hartio	, id 33.				•	7 000.6	, O Thompson, C		
On this the	26th	day of Ma	rch	. 2	2008 before me p	ersonally appeared	i George W. Thom	ipson, who ackno	wledged himself
to be the Seni				uny, Fidelity and	d Guaranty Insura	ance Company, Fi	idelity and Guara	nty Insurance Ur	iderwriters, Inc.,
						surance Company States Fidelity ar			
authorized so	to do, executed th	e foregoing instru	ment for the pur	rposes therein co	ntained by signing	g on behalf of the	corporations by hi	mself as a duly au	ıthorized officer.
In Witness W	horant I hereum	to set my hand an	d official seal	SUDTARIA		Y	Marie	c. Jit	regult

My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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, and Vi 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 10th day of September

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.

Contract No.1473
South Shore Replacement High 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:

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
Curre	nt 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 Co	ntractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.
Di	sclosure of Retained Parties (The apparent low and the apparent 2 nd low bidder must submit cuted Disclosure of Retained Parties within 5 days after bid opening).

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE ACORD_ OPID DO SOLLI-2 08/27/08 PRODUCER 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 **Weible & Cahill** ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 2300 Cabot Drive, Suite 100 Lisle IL 60532 Fax: 630-245-4601 Phone: 630-245-4600 **INSURERS AFFORDING COVERAGE** NAIC# INSURED INSURER A Zurich American Insurance Co INSURER 8: Amer. Guarantee & Limbility Sollitt/Brown & Momen Joint Venture 790 North Central Avenue Wood Dale IL 60191 INSURER C: Lexington Insurance Company INSURER D Steadfast Insurance Company 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. POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) **POLICY NUMBER** TYPE OF INSURANCE \$1,000,000 GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurence) X COMMERCIAL GENERAL LIABILITY GL0937891904 06/30/08 06/30/09 \$100,000 CLAIMS MADE X OCCUR \$5,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Es accident) \$1,000,000 06/30/09 06/30/08 BAP937891804 X ANY AUTO ALLOWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS X HIRED AUTOS BODILY INJURY (Per accident) X NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT GARAGE LIABILITY EA ACC 3 ANY AUTO OTHER THAN AUTO ONLY: AGG \$4,000,000 EACH OCCURRENCE EXCESS/UMBRELLA LIABILITY 06/30/09 **AGGREGATE** \$4,000,000 06/30/08 **CLAIMS MADE** AUC937890104 В OCCUR s DEDUCTIBLE s RETENTION X WC STATU-WORKERS COMPENSATION AND **EMPLOYERS' LIABILITY** \$500,000 06/13/08 06/13/09 E.L. EACH ACCIDENT WC0967177200 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ 500,000 If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$500,000 OTHER 06/30/09 2,000,000 Limit 06/30/08 CPO1957615 Pollution 3,000,000 Limit Professional EOC596289800 11/14/07 D DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Re: Bid for Contract No. 1473, South Shore Replacement High School Primary/Noncontributory Additional Insured on General Liability, Automobile and Pollution and Waiver of Subrogation on General Liability, Automobile and Workers' Compensation in favor of The Public Building Commission, Board of Education of the City of Chicago, and City of Chicago CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION PUBLI-2 DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 Public Building Commission NOTICE TO, THE GERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL of Chicago IMPOSE NO OPLIGATION OR LIABILITY OF ANY KIND UPON THE INSIGRER, ITS AGENTS OR Richard J. Daley Center REPRESENTATIVES Chicago IL 60602 AUTHORIZED REP

Campbell

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

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:

THE GEORGE SOLLITT CONSTRUCTION CO 790 N CENTRAL AVE WOOD DALE IL 60191

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04311

CERTIFICATE NUMBER: GC04311-5

FEE:

\$ 2000

DATE ISSUED:

03/25/2008

DATE EXPIRES:

04/21/2009

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.

Bull many

Richard M. Daley Mayor 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:

BROWN & MOMEN, INCORPORATED 823 EAST DREXEL SQUARE CHICAGO, IL,60615

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC041416

CERTIFICATE NUMBER: GC041416-4

FEE:

\$ 2000

DATE ISSUED:

10/15/2007

DATE EXPIRES:

11/16/2008

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 OBSEREVE 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.

July mode

Richard M Daley Mayor Jamiaje Donald

Jamia McDonald
Acting Commissioner

Contract No.1473 South Shore Replacement High School

EXHIBIT # 1: Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

Cook County Prevailing Wage for August 2008

Trade Name RG TYP C Base FRMAN *M-F>8 OSA OSH H/W Pensn Vac Trng												
Trade Name										Pensn	Vac	Trng
======± == =========	==		=					===		====		0 070
ASBESTOS ABT-GEN		ALL			35.250					6.170		
ASBESTOS ABT-MEC		BLD			27.930					6.410		
BOILERMAKER		BLD			43.000					8.490		
BRICK MASON		\mathtt{BLD}			41.830					9.970		
CARPENTER		\mathtt{ALL}			39.770					6.910		
CEMENT MASON		\mathtt{ALL}			43.850					7.410		
CERAMIC TILE FNSHER		\mathtt{BLD}		32.150	0.000					7.370		
COMM. ELECT.		\mathtt{BLD}			37.940					7.660		
ELECTRIC PWR EQMT OP		ALL			44.970					11.34		
ELECTRIC PWR GRNDMAN		\mathtt{ALL}		30.110	44.970	1.5				8.850		
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5				11.34		
ELECTRICIAN		ALL		39.400	42.000	1.5				8.740		
ELEVATOR CONSTRUCTOR		\mathtt{BLD}		43.925	49.420	2.0				6.960		
FENCE ERECTOR		ALL		28.640	30.140	1.5				5.970		
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.690
HT/FROST INSULATOR		\mathtt{BLD}		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
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		BLD		37.770	39.770	1.5				6.910		
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			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		1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER			1		47.800		2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER					47.800					6.550		
OPERATING ENGINEER					47.800					6.550		
OPERATING ENGINEER					47.800					6.550		
OPERATING ENGINEER					47.250					5.600		
OPERATING ENGINEER					47.250		1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER					47.250					5.600		
OPERATING ENGINEER					47.250					5.600		
OPERATING ENGINEER					46.000		1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER					46.000					6.550		
OPERATING ENGINEER					46.000					6.550		
OPERATING ENGINEER					46.000					6.550		
OPERATING ENGINEER					46.000					6.550		
ORNAMNTL IRON WORKER		ALL			41.300					13.19		
PAINTER	•	ALL			41.510					8.400		
PAINTER SIGNS		BLD			32.520					2.310		
PILEDRIVER		ALL			39.770					6.910		
PIPEFITTER		BLD			42.000					7.550		
		BLD			40.390					8.440		
PLASTERER		BLD			43.000					5.560		
PLUMBER					38.000					3.870		
ROOFER		BLD		35.000	30.000	1.5	1.5	2.0	0.000	5.070	0.000	0.550

Contract No.1473 South Shore Replacement High School

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	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		\mathtt{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	M	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
TUCKPOINTER		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)

H/W (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.

Contract No.1473 South Shore Replacement High School

EXPLANATION OF CLASSES

£-4

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

JUNE 2008 48 OF 58

Contract No.1473 South Shore Replacement High School

service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other 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 mateiral 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 installatin 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 experiors 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 experior which sare 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

JUNE 2008 49 OF 58

Contract No.1473
South Shore Replacement High School

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; 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.

JUNE 2008 50 OF 58

Contract No.1473
South Shore Replacement High School

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; Crete 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 Engineer; 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; Rotory 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

JUNE 2008 51 OF 58

Contract No.1473 South Shore Replacement High School

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 "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 Turnatrailers 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 Turnatrailers 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

JUNE 2008 52 OF 58

Contract No.1473 South Shore Replacement High School

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:

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.

JUNE 2008

53 OF 58

Contract No.1473 South Shore Replacement High School

Exhibit #2: INSURANCE REQUIREMENTS

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) <u>Commercial General Liability</u> (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 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.

JUNE 2008 54 OF 58

Contract No.1473 South Shore Replacement High School

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

5) <u>Professional/Environmental Liability</u>

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) <u>Builders Risk</u>

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.

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.

JUNE 2008

ACORD. CERTIFICATE OF LIA	BILITY INSURANCE	
Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle IL 60532	THIS CERTIFICATE IS ISSUED AS A MATTER OF I ONLY AND CONFERS NO RIGHTS UPON THE CEI HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER THE COVERAGE AFFORDED BY THE POL	RTIFICATE
Phone: 630-245-4600 Fax: 630-245-4601	INSURERS AFFORDING COVERAGE	NAIC#
,	INSURER A: Zurich American Insurance Co	
Sollitt/Brown & Momen Joint Venture 790 North Central Avenue Wood Dale II 60191	INSURER B: Amer. Guarantee & Liability	
	INSURER C: Lexington Insurance Company	
	INSURER D: Steadfast Insurance Company	
COVERAGES	INSURER E:	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMMAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIM	HENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR	
ASR ADD'L	DOI INV CHAPPASTOR I BALLYON TO THE CONTROL OF THE	

TYPE OF INSURANCE POLICY NUMBER DATE (MM/DD/YY)

DATE (MM/DD/YY) LIMITS GENERAL LIABILITY EACH OCCURRENCE \$1,000,000 X X COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurence) GL0937891904 06/30/08 06/30/09 \$100,000 CLAIMS MADE X OCCUR MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG \$2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Es accident) A X X **ANY AUTO** BAP937891804 06/30/08 \$1,000,000 06/30/09 ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS X HIRED AUTOS BODILY INJURY (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT **ANY AUTO** EA ACC OTHER THAN AUTO ONLY: AGG EXCESSIONBRELLA LIABILITY EACH OCCURRENCE \$ 4,000,000 B X OCCUR CLAIMS MADE AUC937890104 06/30/08 06/30/09 **AGGREGATE** \$4,000,000 DEDUCTIBLE RETENTION **\$0** WORKERS COMPENSATION AND X TORY LIMITS EMPLOYERS' LIABILITY WC0967177200 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 06/13/08 06/13/09 E.L. EACH ACCIDENT \$ 500,000 lf yes, describe under SPECIAL PROVISIONS below EL DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT | \$ 500,000 OTHER C Pollution CPO1957615 06/30/08 06/30/09 2,000,000 Limit D Professional EOC596289800 11/14/07 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS <u>11/14/08</u> 3,000,000 Limit Re: Contract No. 1473, South Shore Replacement High School Primary/Noncontributory Additional Insured on General Liability, Automobile and Pollution and Waiver of Subrogation on General Liability, Automobile and

Workers' Compensation in favor of The Public Building Commission, Board of Education of the City of Chicago, and City of Chicago

CERTIFICATE HOLDER

CANCELLATION PUBLI-2

Public Building Commission of Chicago Richard J. Daley Center Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED REFORE 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR

© ACORD CORPORATION

ACORD 25 (2001/08)

CERTIFICATE OF LIABILITY INSURANCE <u>ACORD</u> DATE (MIM/DD/YYYY) OP ID DO PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION <u>09/11/08</u> ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Weible & Cahill HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR 2300 Cabot Drive, Suite 100 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Lisle IL 60532 Phone: 630-245-4600 Fax: 630-245-4601 INSURERS AFFORDING COVERAGE NAIC # INSURER A: Zurich American Insurance Co Sollitt/Brown & Momen Joint Venture 790 North Central Aver Wood Dale IL 60191 INSURER B: Amer. Guarantee & Liability INSURER C: Lexington Insurance Company Avenue INSURER D: Steadfast Insurance Company 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. USR ADD'U LTR INSRD TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) GENERAL LIABILITY **EACH OCCURRENCE** A X X COMMERCIAL GENERAL LIABILITY \$1,000,000 GL0937891904 PREMISES (Ea occurence) 06/30/08 06/30/09 s 100,000 CLAIMS MADE X OCCUR MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY A X X ANY AUTO COMBINED SINGLE LIMIT (Ea accident) BAP937891804 06/30/08 \$1,000,000 06/30/09 ALL OWNED AUTOS SCHEDULED AUTOS BODILY INJURY (Per person) X HIRED AUTOS X NON-OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO EAACC OTHER THAN AUTO ONLY: EXCESS/UMBRELLA LIABILITY В EACH OCCURRENCE X OCCUR \$4,000,000 CLAIMS MADE AUC937890104 06/30/08 06/30/09 AGGREGATE \$4,000,000 DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X TORY LIMITS A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? WC0967177200 06/13/08 06/13/09 E.L. EACH ACCIDENT \$500,000 lf yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 OTHER C Pollution CPO1957615 06/30/08 06/30/09 2,000,000 ם Professional Limit EOC596289800 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS 11/14/08 3,000,000 Limit

Re: Contract No. 1473, South Shore Replacement High School
Primary/Noncontributory Additional Insured on General Liability, Automobile
and Pollution and Waiver of Subrogation on General Liability, Automobile and
Workers' Compensation in favor of The Public Building Commission, Board of
Education of the City of Chicago, and City of Chicago

CERTIFICATE HOLDER

of Chicago

Chicago IL 60602

Public Building Commission

Richard J. Daley Center

CANCELLATION

PUBLI-2

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

AU MORDE REPRESENTATIV

eborah A. Campbell

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

Contract No.1473
South Shore Replacement High School

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/or subcontractor under the Contract. All Contractor and subcontractor insurance are 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.

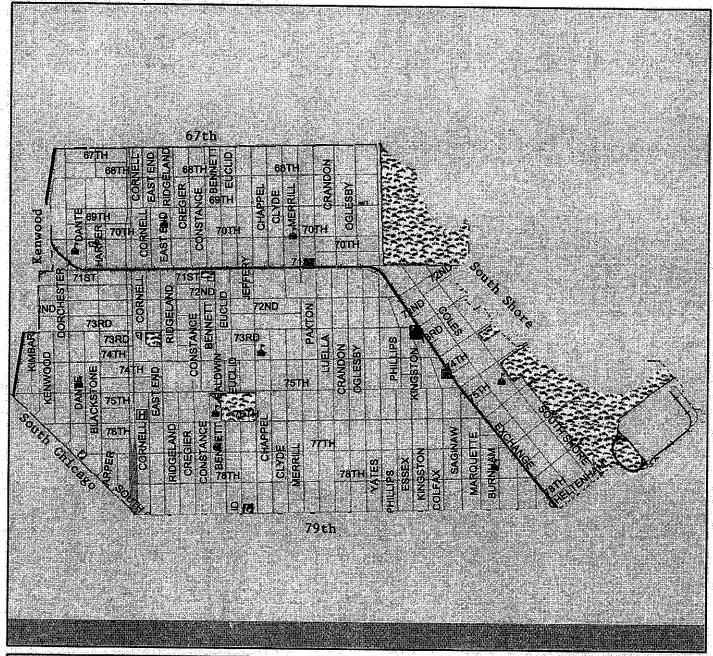
The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

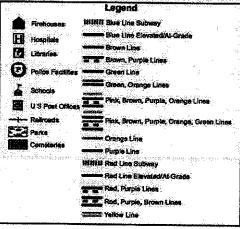
If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

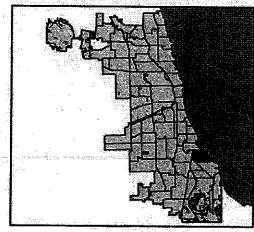
The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.



EXHIBIT#3 SOUTH SHORE







Copyright @ October 2007, City of Chicago

JOINT VENTURE AGREEMENT

This Agreement made and executed this 7th day of August, 2008, by and between THE GEORGE SOLLITT CONSTRUCTION COMPANY, an Illinois corporation, having its principal place of business at 790 N. Central Ave., Wood Dale, Illinois 60191, hereinafter sometimes referred to as "SOLLITT" and BROWN & MOMEN, INC., an Illinois corporation, having its principal place of business at 823 E. Drexel Square Drive, Chicago, Illinois 60615, hereinafter sometimes referred to as "BROWN & MOMEN".

WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the South Shore Replacement High School Contract No. 1473, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the "Contract", and the project and work there under is hereinafter referred to as the "Project", and
- B. SOLLITT and BROWN & MOMEN intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:
 - The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Brown & Momen Joint Venture", but is in this Agreement referred to as the "Joint Venture". The sole and exclusive

purpose of the Joint Venture shall be to submit a bid for the performance of the Contract and if the Contract is awarded to the Joint Venture, to perform the Contract. The Joint Venture and this Agreement shall terminate (a) if the parties do not agree on the terms of the bid; or (b) if the Contract is not awarded to the Joint Venture; or (c) when the Contract has been fully completed including completion of Contract guarantees and the accounts are settled between the parties in accordance with the terms hereof. This Agreement shall not limit either party from engaging in other business for its own account, but each party will have no responsibility for contracts or business entered into by the other party for its own account and not a part of this Joint Venture.

- 2. The parties shall prepare, execute and submit a bid for the performance of the Contract in an amount and on terms mutually agreed upon prior to its submission. The bids shall be made in the joint names of the parties. No bid shall be filed in the joint names of the parties unless: (a) the necessary commitments for Performance and Payment Bonds have been obtained in advance of the bid; (b) proper arrangements have been made for submission of a Bid Bond in accordance with bidding requirements including any additives, the same to be filed with the bid as required by the bidding documents; and (c) the prices to be inserted in the bidding documents have been agreed upon by the parties.
- 3. At any time prior to the actual submission of the bid either party upon giving prior written notice to the other may withdraw from the Joint Venture and be under no further obligation hereunder. In such event either party may submit a bid alone or with others without any obligation to the withdrawing or other party.

- 4. Any negotiations between the parties and the Public Building Commission of Chicago, or between the parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.
- 5. All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the Project.
- 6. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following Paragraphs 8 to 30.
- 7. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and knowhow so far as practicable.
- 8. Each party shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance thereof (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as between themselves in connection with the Contract and with respect to

any and all liabilities, costs and expenses in connection therewith, shall be in the following proportions, viz.:

Percentages

SOLLITT

80%

BROWN & MOMEN

20%

Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture until and unless Paragraph 22 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.

It is agreed by both parties that Sollitt and Brown & Momen are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 20% of the value of the Contract shall be issued to Brown & Momen, Inc. for general work under the Contract. Serving as a General Contractor, the general work to be performed by Brown & Momen, Inc. shall include, but is not limited by, site work plumbing, concrete work, steel and other general work. Specific contributions of equipment to be provided by Brown & Momen, Inc. shall include, but is

not limited by, gang boxes, power tools, rubbish boxes, and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Brown & Momen shall provide personnel to supervise, manage and control its Contract scope of work by providing the services of a project superintendent and assistant project manager, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Brown & Momen will self-perform carpentry work including furnishing and installing hollow metal doors and frames. Like wise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to The George Sollitt Construction Company. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

- 9. (a) All necessary working capital, when and as required for the prosecution of the Contract, shall be furnished by SOLLITT and BROWN & MOMEN in proportion to its equity share. A bank account shall be opened in such bank and under such names as the parties may determine, in which all the funds advanced hereunder for the performance of the Contract as well as the funds received on account thereof shall be deposited. Withdrawals shall be made from such bank account in such manner and in such form as SOLLITT and BROWN & MOMEN from time to time direct and by signatories designated by them.
 - (b) Within five days after the award of the Contract to the Joint Venture, SOLLITT and BROWN & MOMEN shall proportionally advance and pay into such bank account the initial sum of (\$5,000.00). All additional capital required under the Contract for the Project shall be determined as follows: Within ten days after both of the parties

determine that any additional sums are required for the performance of the Contract, both parties shall deposit in such bank account such proportional amounts as shall be designated by the parties.

中心

- (c) In the event either party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other party may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is one percent (1%) above the prime rate of interest charged from time to time by the Fifth-Third Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or accounts prior to any sums being paid to the non-advancing member of the Joint Venture. The interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share its proportionate share of the loss in the Joint Venture as set forth in Paragraph 8.
- (d) Except as provided in Paragraph 11 for the repayment of excess funds advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the party or parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in

a manner jointly approved by the parties.

10. Neither party shall have the right to borrow money on behalf of the other party, or to use

the credit of the other party for any purpose nor shall money be borrowed in the name of

the Joint Venture except as may be authorized jointly by SOLLITT and BROWN &

MOMEN.

11. To facilitate handling of all matters and questions in connection with the performance of

the Contract by SOLLITT and BROWN & MOMEN, each of the parties appoints the

following Representatives and Alternates to act on its behalf in relation to any and all

matters or things in connection with, arising out of, or relative to the Joint Venture and in

relation to any matters or things involving the performance of the Contract and the

Project, including but not limited to those of a contractual nature with the Public Building

Commission of Chicago, Chicago, Illinois, and any of its departments, or with third

persons. Actions and decisions of the SOLLITT and BROWN & MOMEN

Representatives shall be by unanimous vote whenever possible. Otherwise, actions and

decisions shall be made by vote with each representative's vote equal to its firms

proportional share in the management of the Joint Venture in accordance with Paragraph

8.

The following are appointed the initial and alternate Representative of the parties:

SOLLITT

BROWN & MOMEN

Representative: Howard Strong

Representative: Ernest Brown

Alternate: John Pridmore

Alternate:

Katie Jones

Either party may at any time and from time to time change its Representative or appoint a successor Representative by filing with the other a written notice and duly executed appointment of a new representative or Alternate. If a Representative at any time resigns or is unable to act (temporarily or permanently) his Alternate shall act in his place and stead with the same authority as such Representative and the Alternate's action shall be binding upon the party who appointed him.

- 12. Each party shall have a voice equal to its proportional share in the management of the Joint Venture. The Representatives of SOLLITT and BROWN & MOMEN shall meet from time to time as required to act on necessary matters pertaining to the Project. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Project shall be mutually agreed upon by such Representatives. No Representative shall be liable to the parties by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.
- 13. The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the general charge and control of a Project Management Team who shall be subject only to the joint control and direction of the Representatives. The Project Management Team shall be given such specific powers as the parties may from time to time delegate. The Project Management Team shall be appointed by the Representatives of SOLLITT and BROWN & MOMEN and shall serve as such during their pleasure; the members of the Project Management Team at the time of appointment may be an employee of SOLLITT or BROWN & MOMEN.

- 14. Subject to the joint control and direction of the Representatives the supervision of accounting, finances, and taxes of the Project shall be under the general charge and control of a Project Controller. The Project Controller shall be nominated by the Representatives of SOLLITT and BROWN & MOMEN and shall serve as Project Controller during their pleasure; the Project Controller at the time of appointment shall be an employee of SOLLITT.
- 15. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at the Project office of the Joint Venture. All records of the Joint Venture shall be open for inspection by SOLLITT or BROWN & MOMEN at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion basis for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and as to the financial condition of the Joint Venture as requested. At the completion of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.
 - (b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the

Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

- (c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by SOLLITT and BROWN & MOMEN.
- 16. Cost of construction shall consist of the costs of all subcontracts labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees, except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

If approved by the SOLLITT and BROWN & MOMEN Representatives, either party may be reimbursed upon presentation of supporting records for costs directly associated with the Project as follows:

(a) Wages paid for labor in the direct employ of the party but engaged directly in the performance of the work of the Project under applicable collective bargaining

agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such welfare or other benefits, if any, as may be payable with respect thereto.

- (b) Salaries of personnel of either party when temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment, shall be considered as stationed at the Project office) and their salaries shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.
- (c) Cost of contributions, assessments, or taxes for such items as unemployment compensation, social security, and union fringe benefit funds, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).
 - (a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.
 - (b) Cost of premiums for all types of bonds and insurance which the Joint Venture is required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most economical price for said insurance through an insurance broker or brokers agreed upon by the parties.
- 17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such

property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

r inte

- (b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venturer furnishing such plant and equipment, and the other Joint Venturer shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.
- (c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner

shall fully insure the equipment at its cost and the Joint Venture shall not be responsible for the loss of or any damage to the equipment while it is in the custody or control of the Joint Venture.

- (d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.
- 18. Upon the completion of the Project, after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of the Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the parties or which the parties may reasonably anticipate will be brought against them; and (e) reserves for contingencies, if any, including Contract guarantees that shall be determined by the parties in their discretion to be necessary, and after repaying all sums advanced by the parties for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided equal to its proportional share between SOLLITT and BROWN & MOMEN. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed. It is the intent of this Joint Venture Agreement that before termination and the final distribution of funds is made to SOLLITT and BROWN & MOMEN, all costs and charges incurred in the performance of the contract be satisfied.
- 19. (a) If the performance of the Contract results in a loss, the parties shall be obligated in accordance with Paragraph 8 for any such loss (irrespective of the fact that SOLLITT or BROWN & MOMEN may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and BROWN & MOMEN for the

bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing done within their authority in connection with the performance of the Contract.

(b) In the event of loss:

- If any funds remain, and both SOLLITT and BROWN & MOMEN have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and BROWN & MOMEN in the amounts contributed by each, less their respective shares of the loss.
- 2. If both SOLLITT and BROWN & MOMEN have not contributed their required proportions of working capital, but sufficient funds are available, then such funds shall be repaid to SOLLITT and BROWN & MOMEN in the amounts contributed by each, less their respective shares of the loss.
- 3. If both SOLLITT and BROWN & MOMEN have not contributed their required proportions of working capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make up the deficit in its account. Upon its failure to do so the indemnity provisions of Paragraph 8 of this Agreement shall be come operative, so as to insure that the non-defaulting party shall bear no more than its proportionate share of the loss.

- 4. If both SOLLITT and BROWN & MOMEN have not contributed their required proportions of working capital, and no funds remain or some liabilities are unsatisfied, then the indemnity provisions of Paragraph 8 of this Agreement shall become operative, so as to insure that neither party shall bear more than its proportionate share of the loss.
- 20. In connection with any matter arising under the Contract, in no event shall either SOLLITT or BROWN & MOMEN be liable to the other, or the Joint Venture, for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate of the Joint Venture or any member of the Joint Venture management team be liable to SOLLITT, BROWN & MOMEN, or the Joint Venture, except for direct (but no consequential) damages resulting from actual fraudulent or dishonest conduct.
- 21. In no event shall either SOLLITT or BROWN & MOMEN be liable to the other or the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages, except as otherwise provided in this Agreement.
- 22. Upon the bankruptcy or insolvency of either SOLLITT or BROWN & MOMEN or should either party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the "insolvent party") and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement



Richard J. Daley Center 50 W. Washington Street Room 200 Chicago, Illinois 60602 (312) 744-3090 Fax: (312) 744-8005 www.pbcchicago.com

BOARD OF COMMISSIONERS

Chairman RICHARD M. DALEY Mayor City of Chicago

Treasurer BISHOP ARTHUR BRAZIER Pastor Apostolic Church of God

ADELA CEPEDA President A.C. Advisory, Inc.

GERY J. CHICO President Chicago Park District

DR. ROBERT B. DONALDSON II Forest Preserve District of Cook County

BENJAMIN REYES President DSR Group, Inc.

CYNTHIA M. SANTOS Commissioner Metropolitan Water Reclamation District

SAMUEL WM. SAX Chairman Financial Relations, Inc.

TODD H. STROGER President Board of Commissioners of Cook County

GERALD M. SULLIVAN City of Chicago

RUFUS WILLIAMS President Chicago Board of Education

Executive Director ERIN LAVIN CABONARGI

Assistant Treasurer JOHN E. WILSON John E. Wilson, Ltd. Certified Public Accountants

Secretary EDGRICK C. JOHNSON

Assistant Secretary PATRICK J. HARNEY September 9, 2008

John Pridmore Sollitt/Brown & Momen Joint Venture 790 North Central Avenue Wood Dale, IL 60191

RE: Notice of Award

Contract No.: 1473

Type of Work: New Construction

Project :

South Shore Replacement High School

Project #

5130

Dear Mr. Pridmore:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on September 9, 2008 the Commission awarded to your company Contract No. 1473 in the amount of \$ 71,416,000.00.

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 September 15, 2008, 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: M. Lindstrom

C. Kelly

K. Holt

E. Manning

R. Giderof

ADDENDUM NO. 1 TO CONTRACT NO. 1473 FOR

SOUTH SHORE REPLACEMENT HIGH SCHOOL 1955 EAST 75TH STREET NEW CONSTRUCTION 5130

DATE: Thursday, July 31, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Change 1:

See attached spreadsheet listing changes to the Contract Documents, per discipline. This information is supplemental to the revisions shown on the drawings. Refer to drawings for complete changes.

END OF ADDENDUM NO.1

ADDENDUM 1-SOUTH SHORE REPLACEMENT HIGH SCHOOL

	ICOUED	DESCRIPTION OF CHANGE
DWG NO./ SPEC NO.	ISSUED	DESCRIPTION OF CHANGE
SPECIFICATIONS		
		1. Revise the order of the manufacturer list in Paragraph 2.1 D. as follows and insert the color selection of the Wausau Tile
02515 Architectural Precast	N - note only	pavers: 1. Type Five Ground Pavers, custom mix number 08-D-090, Div Wausau Tile, Inc. (Basis of Design).
Concrete Pavers	id - note only	Prest Pavers, Hanover Architectural Products.
		3. Roof Pavers, Stepstone, Inc.
07131 Self Adhering Sheet	N - note only	Add the following new Subparagraph 1.1.A.2.: "2. Vertical application on building walls."
Waterproofing	,	
08110 Steel Doors and Frames	Υ	Added requirements for composite metal panel facings on stair exterior doors.
08332 Overhead Coiling Fire	Υ	Added thermal performance and weatherseal requirements.
Doors		
09820 Sound Isolation Pad	N - note only	Delete the phrase "Penthouse Mechanical Room and" in Subparagraph 1.1.A.1.
		A A A A A A A A A A A A A A A A A A A
		Add the following new Paragraph to Article 3.7 EXTERIOR PAINT SCHEDULE: "E. Concrete:
		Water-based, multi-component concrete stain.
09900 Finish Painting	N - note only	One or two coats of concrete stain, as recommended by stain manufacturer. Description By the State Contract of the C
		a. Renovatio, Butterfield Color. b. Nox-Carb, Nox-Crete.
		c. Tintura Stain, L.M. Scofield Co."
		the following the following the following the second section of the second section of the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section is a second section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section in the section is a section in the sectio
11010 Fall Protection		Delete the phrase "all new canopies" at the end of Paragraph 1.1.A. and insert the following "roofs as indicated on Drawings" Delete the phrase "Attach horizontal lifeline to canopy structure " in the first sentence of Subparagraph 2.02.B.4. and insert the
Equipment	N - note only	following "Attach horizontal lifeline to roof structure ".
	_	Toliching / medit not activities of the control of
	N	1. Subparagraph 1.05.A.4.d.; Change the phone number for SECOA to be (800) 328-5519.
11062 Stage Rigging	N-note only	Delete Subparagraph 2.10.A.4 in its entirety.
15083	Y	Omitted mineral wool on cold pipe and equipment
15221	Υ	Added PVDF pipe for above ground acid waste and vent
15410	Y	Added TMV-5
		Revised title for centrifugal pumps. Modified pumps.
15441	Y	Deleted sections 3.2 E and 3.4 G
15626	Υ	Deleted Carrier, added Y delta starter, omitted chiller sequencing panel, training to be one 8 hr class session
		Added Innovent and Annexair to acceptable air handlers, Added Colmac to heat pipes, Added Annexair to plate type HX, deleted
15725	Υ	ISO 9002 reference, 4" double wall for AHU-1,2,3,4, RF-1,2 and 2" double wall for AHU-5 and AHU-6. Maxiumum of 4 supply or
10720	[return fans for AHU-1,2,3,4 and RF-1,2. Access doors to allow fan removal.
15761	Y	Omitted moisture eliminators
15763	N - note only	This section is deleted from the project.
15815	Y	Omited double wall duct
15965	Y	Added elec consumption for VFD
19909	1	
		Changed discharge air temperature reset schedule for AHU-1 and AHU-2. Changed CO@ reference to room, space, zone to return. Added sequence for VAV box with radiant ceiling panel. Changed sequence for dishwasher and drier exhaust fans.
15958	Y	Deleted sequence for tertiary fin tube pump.
	<u> </u>	
CIVIL		
NO CHANGES		
	<u> </u>	
LANDSCAPE		
	 	1) Revise General Note #3 to: PLANTING INSTALLATION ESTABLISHMENT, INCLUDING MAINTAINING FINISHED GRADES.
LS 200	N - note only	11) Revise General Note #3 to: PLANTING INSTALLATION ESTABLISHMENT, INCLUDING MAINTAINING TWICKES STOLES.
		1) Additional Note to Planting Notes: Contractor to verify plant quantities. Provide plants per spacing indicated on drawings LS 400
LS 401	N - note only	1) Additional Note to Planting Notes: Contractor to verify plant quantities. Provide plants per spacing illustrated on drawings 13 400 and LS 401.
	 	
	-	
ARCHITECTURAL		
A1.02a	N - note only	Partition types at the library entry have been revised per RFI
A1.02b	N - note only	
	1	

ADDENDUM 1-SOUTH SHORE REPLACEMENT HIGH SCHOOL

ADDENDUM 1-SOUTH SHORE REPLACEMENT HIGH SCHOOL		
DWG NO./ SPEC NO.	ISSUED	DESCRIPTION OF CHANGE
A1.03a	N - note only	Partition types at RM 203 and 232 have been revised per RFI
A1.03b	N - note only	Partition types at RM 207 and 224 have been revised per RFI
A1.04a	N - note only	Partition types at RM 303, 332 and stair A have been revised. Partition type change at 3rd floor stair A from U3 to G3
A1.04b	N - note only	Partition types at RM 307 and 324 have been revised per RFI
A1.12a	Y	Return and Supply diffusers have been added for stair D and E
A1.12c	Y	Ceiling recessed CUH have been added for stair K and L, Note has been added for climbing rope
A1.13a	Y	Supply diffusers have been added for stair A
	Y	Return and Supply diffusers have been added for stair A
A1.14a	Y	Supply diffusers have been added for stair C
A1.14b	 '	Revisions to mechanical system at stair A
A2.11		
A2.11a	Y	Revisions to mechanical system at stair A
A2.12	Y	Radiant heating panels have been added at stair B to coordinate with MEP
A3.08	Y	Updated sections 5 and 7 per structural coordination.
A3.12	Y	Extended foundation insulation at wall sections 5 and 6 to bottom of foundation wall.
A3.16	Υ	Added insulation at parapet of wall sections 2,4, and 6. Added corrugated panel to exterior door to match exterior wall material.
A4.02	Y	Note for climbing stall has been added
A5.01	Υ	Updated Room Finish Schedule.
A2.11, A2.11a, A2.12, A2.13, A2.14, A2.15, A2.19	N - note only	All interior stair handrails and brackets shall be powder-coated steel. (Stair A,B,C,D,E,F,G,J,K,L)
OTDUOTUDA!		
STRUCTURAL	Y	Wall footings along line 16 and 19
S1.01a	Y	Clarification to line 16. Additional section added.
S1.02a	Y	
S1.03c		Line 20 framing revised (coordination).
S1.05a	Y	Stair A roof framing revised.
\$2.02	Y	Bracing elevation 2 revised due to MEP changes.
\$3.02	Υ	Clarify section 22A.
S3.04	Y	Section 6 revised, footing coordination.
S3.10	Y	Added section 14. Section 11 clarification.
S4.03	Y	Stair A 3rd floor and roof framing revised due architectural changes. Added sections 11 and 12.
MECHANICAL		
		Added fire dampers. Deleted chaust grille at Ef-1/2. Added cleanouts in KE riser. Added filter tags
M0.02	Y	
M0.03	Y	Added filter tags. Added pipe sizes to flue drains
M0.04	Y	Added reheat coils and cabinet unit heaters
M0.05	Y	Added M&V meters
M0.06	Y	Modified AHU-6 exhaust flow
M0.07	Y	Modified chem lab exhaust flows
M1.01a	Y	Added general note on turning vanes and fire dampers. Added supply to laundry room.
M1.01b	Y	Added general note on turning vanes and fire dampers. Modifed crawl space supply air
M1.01c	Y	Added general note on turning vanes and fire dampers
M1.02a	Υ	Added general note on turning vanes and fire dampers. Modified CUH-10.
M1.02b	Y	Added general note on turning vanes and fire dampers, Added KE cleanouts, Added VAV boxes at Stair C
M1.02c	Y	Added general note on access provisions.
M1.03a	Y	Added general note on turning varies and fire dampers. Added VAV to stair A.
M1.03b	 	Added general note on turning vanes and fire dampers. Added supply to stair C.
	<u>'</u>	Added general note on turning vanes and fire dampers. Added supply and return to stair A.
M1.04a	' 'Y	Added general note on turning vanes and fire dampers. Added supply to stair C.
M1.04b	 	
M2.01c	Y	Moved AC-3. Added heat to storage and mech room
M2.02a	Y	Added general note on radiant temp sensor. Added heat at various locations.
M2.02b	Y	Added general note on radiant temp sensor. Added heat at varoius locations.
M2.02c	ΥΥ	Added general note on radiant temp sensor. Added heat at varoius locations.
M2.03a	Υ .	Added general note on radiant temp sensor. Added fintube FT-3 tag at art wing. Added heat at various locations
M2.03b	Y	Added general note on radiant temp sensor. Added heat at varoius locations.

ADDENDUM 1-SOUTH SHORE REPLACEMENT HIGH SCHOOL

WG NO./ SPEC NO.	ISSUED	DESCRIPTION OF CHANGE
12.04a	Y	Added general note on radiant temp sensor. Added fintube FT-3 tag at art wing. Added heat at various locations
12.04b	Υ	Added general note on radiant temp sensor.
12.05c	Y	Added general note on radiant temp sensor. Moved Cu-3.
13.02	Y	Modified AHU,coil, chiller, and ERV schedules
f3.03	Υ	Modified Boiler, pump, fintube, pressure fill and CUH schedules
13.04	Y	Modified air outlet, fan and sound attenuator schedules
13.05	Y	Added VAV boxes 158 to 162
/3.06	Y	Modified filter and louver schedule
M4.01	Y	Omitted Detail 4 and 9. Omitted bypass on lab fan.
л4,02	Y	Omitted Detail 6 and 8. Modified Emergency generator details.
M4.03	Y	Modified hot water radiantion details
v14.04	Y	Added side stream filter. Modifed inline pump detail.
v14.08	Y	Omitted Detail 9. Modified fintube detail
M5.03	Y	Moved AC unit
M5.05	Y	Modifed section at classroom diffuser
M6,10	Y	Added 2nd prefilter.
M6.11	Y	Deleted tertiary fin tube radiation w/ pump. Added schema for VAV box with radiant ceiling panel. Added note "A". Deleted tertiary pump CSR. Added supply air temperature sensors.
M6.12	Y	Deleted monitoring of UH, CUH, and wall prop exh fan. Added status points to driers and dish washers.
ELECTRICAL		
E0.02	Y	Added third manufacturer to fixture types that did not have 3.
E0.03	Y	Added third manufacturer to fixture types that did not have 3.
E4.01	Y	Revised metering for CX Commetns.
E4.02	Y	Revised metering for CX Commetns.
E4.03	Y	Revised metering for CX Commetns.
E4.04	Y	Revised metering for CX Commetns.
E2.03A	Y	Added audible fire alarm devices in classrooms.
E2,03B	Y	Added audible fire alarm devices in classrooms.
E2.04A	Y	Added audible fire alarm devices in classrooms.
E2.04B	Y	Added audible fire alarm devices in classrooms.
PLUMBING		
P1.01a	Y	Added cold water supply and water meter for HVAC Added water meter for swimming pool
P1.01b	Y	Added piping for floor drain
P1.02b	Y	Added floor drain and piping in fin-tube trench. Added water meter for kitchen water supply
P4.01	Y	Renamed expansion tank to compression tank. Added FD-8 to schedule
		Added flexible connection to hot water recirculating pump

ADDENDUM NO. 2 TO CONTRACT NO. <u>1473</u> FOR

SOUTH SHORE REPLACEMENT HIGH SCHOOL 1955 East 75TH ST. NEW CONSTRUCTION 5130

DATE: Thursday, August 21, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

Change 1:

Reschedule Bid Opening date and time: Thursday, August 28, 2008 at 2:00PM

Change 2:

Change 3:

In Book 1, Article IV. Proposal and Execution Documents, BID FORM section, CCTV Allowance, delete \$200,000 and replace it to read as \$400,000. Revised BID FORM dated Aug 21, 2008 is attached.

In Book 1, Article II. Project Information, section A. General Information, add item 19 to read as:

The Site Security Allowance will be used to pay for security guards required to meet the site security provisions included in the Bid Documents. The allowance assumes full time site security coverage. The guard services must be approved in advance by the Authorized Commission Representative and will cover guard services only. Site fencing, security structures, vehicles, and all other site security measures will be included in the Contractors base bid amount. Non-expended funds will be credited to the PBC in the form of a deductive contract modification.

CHANGES TO TECHNICAL SPECIFICATIONS AND DRAWINGS

Change 4:

Specification Section 16781: Delete Paragraph 1.2.A. in its entirety and insert the following new Paragraph 1.2.A. in lieu thereof:

- 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 for 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 (Furnished by Owner, Installed by Contractor)
 - 4. Power Supply & Control Insertion Devices for UTP System (Furnished by Owner, 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 (Furnished by Owner, 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) (Furnished by Owner, Installed by Contractor)

Change 5:

In all drawings, wherever "POLYSTYRENE INSULATION" is called for in the masonry cavity wall sections and details, replace it with "POLYISOCYANURATE INSULATION".

Change 6:

Specification Section 04200: Delete Paragraph 2.1.J. in its entirety and insert the following new Paragraph 2.1.K.:

"K. Cavity Wall Insulation:

- 1. Foil-faced, Polyisocyanurate Board Insulation: ASTM C 1289, Type I, Class 2 or having the R-value stamped on the board faces manufactured by one of the following:
 - a. Atlas.
 - b. Celotex/Dow.
 - c. Firestone.
 - d. Johns Manville.
 - e. R-Max."

Change 7:

 All new underground utility work as shown on C3.01 including complete storm detention system shall be included in the bid.

Work to Remain in Site Preparation Job Order Contract

- Termination of existing water lines.
- Relocation of site irrigation as required by Park District including relocation of water vault near 75th Street and Euclid.
- Demolition of Park District buildings and removal and capping of associated utilities.
- Relocation/ Demolition of any undocumented utilities encountered on the site.
- · Relocation of Bus Shelter
- Building Footprint excavation and backfill, as indicated on soil excavation drawing SE-1.

Change 8:

Soil Excavation Drawing SE-1 from the Site Preparation package is revised and Issued for Reference Only

Change 9:

Clarifications of Contract Responsibilities for Earth Retention System

- Drawings ER-DE-1-TEMP and ER-DE-2-TEMP have been provided For Reference Only to show proposed earth retention system.
- The Earth Retention System (ERS) will be completely installed prior to the start of the General Contractor's (G.C.) work during site preparation activities. The G.C. will be responsible for maintaining the ERS for the duration of the project. The G.C. will coordinate and facilitate any future revision to the system required by the construction plan as part of their contract. The

G.C will be responsible for the removal or abandonment of the retention components after completing all related construction activities where system was utilized.

Change 10:

Clarifications of Contract Responsibilities for De-watering System

- Drawing DW-1 is provided For Reference Only to show proposed de-watering well points.
- The dewatering System, including dewatering or settling tank, and flow meters will be installed
 by the site preparation contractor. The system will be operational prior the start of the General
 Contractor's work. The G.C. will be responsible for the uninterrupted maintenance and
 operation of the entire system, and for rental payment of the settling box as part of their
 contract.
- The PBCC will coordinate the issuance of the permit for water discharge to the MWRDGC facility. The PBCC environmental contractor will perform required testing prior to discharging water into the sewer system.
- G.C. shall be responsible for complete removal of the de-watering equipment after completion of work related activities. Contract shall include all cost associated with the installation of dewatering box, connection of dewatering system to dewatering box, installation of flow meter and all other related equipment to discharge the water into the storm sewer, maintenance and continuous operation of the de-watering system, and removal/abandonment of the system after completion of construction activities. The PBCC has requested payment waiver form MWRDGC. If MWRDGC approved the payment waiver, no payment will be required for discharging the water into the sewer system. Otherwise, the contractor will be responsible for payment of discharged water in accordance with the Unit Price Schedule provided in the Contract Document.
- PBCC's Environmental Consultant will perform all required testing for permit and water discharge into the sewer system, and will perform monitoring to ensure compliance with permit requirements.

Change 11:

See attached spreadsheet listing changes to the Contract Documents per discipline. This information is supplemental to the revisions shown on the drawings. Refer to drawings for complete changes.

Questions & Answers

- Q1: Drawing SP-6 shows a pump pit and surge tank for the pool equipment
 This below grade concrete structure is not detailed or even shown on the structural drawings
 Please provide design details for this structure
- A1: Structural drawings have been updated to include this information and have been issued with this Addendum.
- Q2: Will the Architect be providing a terrazzo formula as they did on PBC Kelly Curie Gage Park High School? If not, will there be any exotic colors in the terrazzo for this project? Please clarify.
- A2: Provide terrazzo mix to match architect's exterior paver sample as provided by Wausau mix 08-D-090. This mix consists of:

'Janesville' pea gravel aggregate 3/8" 200# Kiel concrete sand 150# LaFarge Grey Cement 100#

Q3: Are the exterior lintels to be painted?

A3: Yes.

- Q4: Please advice if there is any demolition work involved in this project.
- A4: No.
- Q5: In the Technical Review Meeting the PBC indicated that a well-point dewatering system would be installed under the Site Preparation Package and turned over to the successful GC upon NTP. Please confirm this will be the case and indicate the approximate number of well points that will be turned over.
- A5: Refer to Change #9.
- As discussed in the Technical Review Meeting, the Plumbing, Architectural, Structural, and Swimming Pool drawings are not coordinated regarding the sump pump basin, sewage ejector basin, settling basin and the pump pit. These items will require major excavation and earth retention beyond the pool outline. Please provide coordinated drawings. Also, please ensure the structural drawings show the design of the reinforced concrete basins.
- A6: Refer to drawings issued with Addendum 2.
- Q7: Which General Contractor is performing the Site Preparation Package for South Shore Replacement High School?
- A7: Rossi
- Q8: As discussed in the Technical Review Meeting, please issue a drawing showing the extent of the sheet piling to be installed under the site preparation contract.
- A8: Refer to Change #8.
- Q9: Drawing A5.06 shows sign types and a requirement for approx. (16) signs from the column headed "QTY". Is that the total extent of the interior ADA signage for this project?
- A9: All signs must comply with ADA (ADAAG) 4-30, IAC 400.310(u) and CBC 2008 18-11-703 (see 17/G0.03). The signage schedule on sheet A5.06 provides a guideline for signage types and locations (one at each door as a minimum). The assumption of (16) signs is inaccurate. Signage package will be reviewed and approved by CPS during construction. GC is responsible for quantities.
- Q10: No information pertaining to the mix design for terrazzo 1 can be found in the specifications, or drawings. We will proceed with pricing Wausau mix 08-D-090 consisting of: Janesville pea gravel aggregate 3/8" 200# Kiel concrete sand 150# Lafarge Grey Cement 100# which was provided for Kelly Curie, unless specified otherwise. Please confirm.
- A10: See A2

San & San David .

- Q11: Just as we discovered with the Kelly Curie project, there is no Specification Section for the Audio/Video Systems. Will there be a specification section especially for the sound system?
- A11: Refer to specification section 11130 for required AV equipment and Systems.
- Q12: Just as we discovered with Kelly Curie project, there are no electric strikes showing at the doors getting the Aiphone System Door Stations.
- A12: Door release wiring shall be provided in contractor's submittal. Provide electric strikes at these doors.
- Q13: Is CPS totally responsible for furnishing and installing all of the Cisco Data Switches.
- A13: No, CPS will furnish the switches and the Contractor will install them.
- Q14: Is CPS totally responsible for furnishing and installing the CCTV System Cameras and the Rapid Eye DVR's?

Mayor Richard M. Daley, Chairman ADDENDUM NO. 2 SOUTH SHORE REPL HS Erin Lavin Cabonargi, Executive Director DATE: 8/21/2008

- A14: No, the CCTV system cameras will be provided by CPS. The installation of the cameras and all associated conduits, wiring, back boxes, etc., is part of this contract.
- Q15: We would appreciate your clarification of the following items at your earliest convenience.
 - Drawing SE-1 indicates the elevations that the site preparation contractor will be leaving the site. Due
 to the significant difference in adjacent elevations, please clarify how the site preparation contractor
 plans to excavate for the basement (i.e. open cutting, earth retention system, etc.).
 - If an earth retention system is to be utilized by the site preparation contractor, please indicate the
 location(s) that we can expect to find the earth retention. If open-cutting is to be used, please indicate
 where the open-cut is to begin. If a combination is to be used, please provide adequate information
 regarding both so that we can accurately bid the project.
 - Note 2b on drawing SE-1 indicates that the site preparation contracto is to excavate and stockpile soil below IEPA's Taco Tier 1 SROs at the site for potential re-use as backfill. Please clarify if we can expect stockpiled backfill on the site for our use under this contract. If so, please provide a quantity that we can use for our bid.
 - Page 18 of the geotechnical report indicates that a temporary dewatering system consisting of well
 points will be required to lower water table and control water seepage during construction activities of
 the lower basement and swimming pool areas. We assume that the site preparation contractor will
 establish a site dewatering system. Please clarify and also explain how this site dewatering system will
 be passed from the site preparation contractor to the general contractor.
- A15: See #8, #9, and #10.
- Q16: Both drawings C2.01SP and C2.01 show in bold the removal and replacement of the curb and gutter along the property perimeter. Please confirm this work is not part of the Site Preparation package and is to be completed under this contract.
- A16: Removal and replacement of the curb and gutter along the property perimeter is to be completed under this contract.
- Q17: Drawing C3.01 has a note indicating that the medium pressure gas line is to connect to the existing main at a location approximately 320' west of the project boundary line. The drawings do not indicate that sidewalk and/or curb and gutter are to be replaced beyond the project boundary line. Please confirm that the associated sidewalk and/or curb and gutter are to be replaced for the entire 320' length of this gas line.
- Peoples Gas will install the gas line from their point of connection to the gas meter within the building. This work will be under a separate contract with the PBC. Backfill and sidewalk replacement beyond the Construction Limit Line is also under a separate contract with the PBC. Sidewalk replacement and site finishes within the Construction Limit Line are to remain in the Building Contract
- Q18: How are fire dampers to be accessed through the displacement diffusers? If they cannot be accessed through displacement diffusers, where do we place architectural access panels to service fire dampers?

 Reference drawing M0.02
- A18: The diffusers are to be installed with flexible duct at each connection per revised drawing M5.05. This will allow diffuser to be pulled out far enough for the ducts to be disconnected, thereby allowing access to all risers behind the diffuser. In locations where additional access is required, architect to approve styles and locations for access panels.
- Q19: Fan EF-9 for dishwasher per plan shows aluminum, however the specification calls for welded stainless steel. Which is correct? Reference section 15815; 2.7; B; 1
- A19: Refer to the specification use welded stainless steel.

- Q20: The Natatorium ducts show aluminum for supply air, return air, outside air intake and none for exhaust air. Should supply air, return air, and exhaust air ducts be aluminum and outside air intake duct be galvanized? Reference drawing M1.01c and M1.02c 4. The specification calls for the natatorium duct to be welded seams and flanged joints. Is the round to be rolled and welded or is the spiral duct acceptable? Reference section 15815; 2.7; B; 5 5. Specification section 15083 page 23, section 3.15 calls for concealed return duct to be insulated. Is all return to be insulated based on the schedule in section 3.16/B on page 24, which includes only return ducts below the roof?
- A20: See A21 and A22
- Q21: The Natatorium ducts show aluminum for supply air, return air, outside air intake and none for exhaust air. Should supply air, return air, and exhaust air ducts be aluminum and outside air intake duct be galvanized? Reference drawing M1.01c and M1.02c
- A21: This is acceptable outside air duct can be galvanized, all other natatorium unit ductwork shall be aluminum.
- Q22: The specification calls for the natatorium duct to be welded seams and flanged joints. Is the round to be rolled and welded or is the spiral duct acceptable? Reference section 15815; 2.7; B; 5 5.
- A22: So long as it is aluminum, spiral duct is acceptable for round ductwork in the natatorium.
- Specification section 15083 page 23, section 3.15 calls for concealed return duct to be insulated. Is all return to be insulated based on the schedule in section 3.16/B on page 24, which includes only return ducts below the roof?
- A23: Concealed return ductwork that is not adjacent to exterior partitions (such as the roof) does not need to be insulated, unless designated to be insulated, lagged, etc. on the plans. Several areas require insulation, lagging, etc. for acoustic reasons, this must not be eliminated.
- Q24: Please confirm that the Food Service Equipment is to be furnished and installed as part of this contract.
- A24: Yes.
- Q25: Specification 12348 lists numerous items and sheet A4.20 shows many of these items but does not identify everything shown. Some items shown are not listed in the specifications. Please provide a listing of items to be included as part of the specification section.
- A25: Sheet 4.20 shows all the items keyed in plans and elevations. All items indicated in sheet A4.20/Section 12348 are part of this contract. Furniture, refrigerator/freezer unit, dishwasher and mobile charging cart to be furnished and installed by Owner. GC to provide infrastructure per drawings.
- Q26: Sheets A1.03a and A4.23 shows 3 wood frame with glass door and shelf display cases which are about 5' wide by 11.5' tall. Specification Section 10101 Visual Display Units describe the display cases as 16' wide by 4' tall. Please clarify what is required as it pertains to the display cases.
- A26: Display cases shown on A4.23 are to be custom sizes as shown. Hardware notes are included in this sheet in the Bid documents. This hardware should also be used at the display cases adjacent to the library entry. Refer to sheet A7.03 for typical detailing of these custom cases.
- Q27: Sheets A1.01a and A4.07 show a 30'-5" wide by 4'-8" tall display case on the lower level. Please clarify what is required. Also, are these prefabricated units or custom millwork units?
- A27: These are prefabricated units. Provide 2 (two) units according to section 10101; each cabinet to be one 16'-0" wide x 4'-0".
- Q28: Sheet A4.20 and A7.01 refer to science casework finishes as PL-1. Please clarify whether the casework is plastic laminate or wood.

- A28: The science casework to be wood veneer plywood. Semi-exposed surfaces (cabinet interiors) to be PL-2: chemical resistant plastic laminate.
- Q29: Is the same specification to be used for the corridor lockers and the athletic lockers?
- A29: Yes. The same specification is to be used for all lockers.
- Q30: Please provide a breakdown of the locker count.
- A30: A breakdown of the locker count is provided on sheets A4.05 and A4.06 of the Bid documents.
- Q31: Please specify if the sheet metal (for spec section 07620) can be self-fabricated, or if it needs to be preformed.
- A31: All exposed sheet metal will be pre-formed. All non-exposed sheet metal can be self-fabricated.
- Q32: Specification section 11010 Fall Protection Equipment calls for a cable system for full length of the new canopies. No new canopies are shown for this project. Please indicate the locations of the new fall protection system.
- A32: Specification should have stated "roofs" in lieu of "canopies"
- Q33: Specification 11062 described the Stage Rigging. Paragraph 2.10.A.4 states that the electric Stage Winch Machines are to have a capacity of 1000 pounds at 12 feet per minute. Drawing TR1.01 includes the Electric Motor Schedule which lists the lighting Pipes with a capacity of 2000 pounds at 20 feet per minute. Please advise which is to take precedence.
- A33: The drawing speed and capacity are correct. Paragraph 2.10-A-4 from section 11062 to be deleted. The values on the drawing govern.
- Q34: The doors of STC ratings given did not match with the spec provided. The STC door assemblies referenced in the spec are over kill to what is actually noted on the door schedule. Also the hardware required for those openings does not reference sound control materials. Please clarify.
- A34: Specification section 13085 is applicable to doors 251A, 251B, 252A, and 252B only. These doors show an STC rating of 45, but they should be revised to an STC rating of 52.

 All doors with STC ratings of 30 or 40 are to be provided by the door manufacturers listed in specification section 8110 and 8211. Sound seals and thresholds, although not included in individual hardware sets, are to be provided as specified in section 8710.2.11 Thresholds, Weather Seals, Rain Drips, and Sound Seals.
- Q35: Specification section 09965 calls for "Graffiti Resistant Coatings", however we cannot find this called for anywhere in the drawings. Unless informed otherwise we will not include "Graffiti Resistant Coatings" with our bid.
 - A35: Provide graffiti resistant coating as specified in section 09965 at pre-finished CMU walls designated BR-1 and BR-2 and at stone surfaces designated ST-1 at main building entry and at planter walls. This coating is not required on the glazed brick walls.
 - Q36: Drawing A5.01 Finish Schedule shows EP-1 in Room 111. EP-1 is not listed on the Finish Legend. Who is the manufacturer?
 - A36: Provide RES-6 in Room 111.
 - Q37: Sheet A2.04, Elevation 2, Main Level shows a note labeled "Maple Veneer Transom" that points above the door this same note is shown on the blow-up of this area, 9/A4.12, and points to adjacent window section. Please clarify where the Maple Veneer Transom is required and please provide additional information/details of what is required.

- A37: Enlarged elevation 9/A4.12 has been revised with this Addendum. Transom area above door should be glass.
- Q38: On A5.02 door 184A/184B listed as doorframe Stainless Steel referring to type 25. See25/A5.05 door elevation indicates Aluminum. Which is correct?
- A38: Aluminum is correct. A5.02 of the Bid documents shows MTL-5 (not stainless steel) under door frame.
- Q39: On coiling doors 118B, 127C, and 144B indicate hollow metal frames. 035B does not show hollow metal frame. Is this correct?
- A39: These should all be painted steel frames from the coiling door manufacturer. It is not intended that these be cased hollow metal openings
- Q40: On A4.18a detail 12 borrowed lites above lockers are not indicated on the floor plan. The section shows shading, what is intended? How many are required, the size, location, material, stc rating, please clarify.
- A40: Refer to corridor elevation on sheets A2.04 and A2.05 which show continuous glass lites above lockers. Refer to Reflected Ceiling Plans on sheets A1.13a and b and A1.14a and b for vertical mullion locations. Note that no single lite of glass can exceed 9sf. Glass to be GL-1 (wire glass) typical and GL-2 (back-painted wire glass) at locations where glass is covering shaft.
- Q41: 1/A2.01, 3rd floor, col 13.4 mark P. Per window schedule A5.05, 2'-8" wide, per floor plan A1.04a 3'-4" wide. Also, floor plan detailed like door not casement wow. Please clarify.
- A41: Window P is 3'-4" wide.
- Q42: It is the understanding of Walsh that specification 08340 Overhead Heavy duty Roll up Fire Dorr applies to the 40x30 door covering the stage on sheet A4.04a, and that specification 08331 Overhead Coiling Counter doors applies to door number 111B because it is a non-fire rated shutter. Walsh will proceed using these assumptions. Please confirm.
- A42: It is correct that Section 08340 applies to the door at the stage. It is also correct that Section 08331 applies to door number 111B, even though it is a non-fire rated counter door.
- Q43: Door number 035B and 144B are fire shutters and not doors according to the drawings. Door number 127C is an exterior door, which is typically insulated. There is no specification relating to these three doors. Walsh will proceed with pricing a door similar to Wayne Dalton Corporation Model Number 823C for door 127C and will also proceed pricing doors similar to Wayne Dalton Corporation Model Number 540 for doors 035B and 144B. Please confirm that this is acceptable.
- A43: Section 08331 applies to door number 035B and 144B. Section 08332 applies to door number 127C. Provide doors in accordance with the applicable sections. Submit Substitution Form to PBC for use of Wayne Dalton products
- Q44: The RFS on A5.01 show room 100 vestibule ceiling to be TECT-1, but detail 11 on A4.11 shows it to be ST-1. Which is correct?
- A44: ST-1 is correct per sheet A5.01 issued with Addendum 1
- Q45: The RFS on A5.01 shows room 114 Servery ceiling to be ACT-2, but A1.12B shows a 2'x2' ceiling grid. Is Room 114 to be ACT-2 ceiling (a2'x4' ceiling)?
- A45: At this location (room 114) provide ACT-2 in 2'x2' tiles.
- Q46: THE RFS on A5.01 shows room 260 Vestibule ceiling to be TECT-1, but A1.13A shows a 2'x2' ceiling grid. Is room 260 to be TECT-1 ceiling?
- A46: Room 260 is to be ACT-1 ceiling per sheet A5.01 issued with Addendum 1

- The RFS on A5.01 shows no ceiling schedule for Rom 261 Hall, but A1.13a shows TECT-1 pattern. What is Q47: the ceiling type for this area? Room 261 is to be TECT-1 ceiling per sheet A5.01 issued with Addendum 1 A47: The RFS on A5.01 shows room 259 Vestibule ceiling to TECT-2, but A1.13a shows the ceiling heights at Q48: 10'-0". Is this area supposed to receive TECT-1? Room 259 is to be TECT-1 ceiling per sheet A5.01 issued with Addendum 1 A48: The RFS on A5.01 shows no ceiling schedule for room 309 Preparation Room, but A1.14b shows a TECT-Q49: 1/TECT-2 pattern. What is the ceiling type for this area? Room 309 is to be TECT-1 ceiling per sheet A5.01 issued with Addendum 1 A49: Details 1, 2, 3, 6 and 13 on A2.23 show the face of the grid exposed. The specifications call for concealed Q50: grid with beveled edges on tectum panels. Please verify that ceiling grid support for TECT-1 ceilings is to be concealed grid. All ceiling grid supports for the TECT-1 ceiling should use the concealed spline system with A50: beveled edges on teh tectum panels. Shower room 134 shows the wall type as C2. Is this gyp board or masonry? Please clarify. Q51: Masonry is incorrect. All walls at room 134 should be gypsum board. A51: In the Library at door TAG180A, there are partitions with wall type K3. There is no K3 wall partition on sheet Q52: A5.03 partition types. Please clarify. Wall type is incorrect. It should be A3 A52: Drawing A1.03a room 232 on the shaft wall at the door is not indicated. Please provide a wall type. Q53: Wall type is incorrect. It should be G3 A53: Room 203 the shaft wall near the duct work is indicated as type G3, the architectural symbols shows it as Q54: masonry. Please clarify. Wall type is incorrect. It should be G3 A54: Drawing A1.03b room 224 & 207 and A1.04b room 307 and 324 there is a wall type P1 and the duct shaft Q55: near the column. Is this wall gyp board or masonry? Rlease clarify. th Strage Buckleting to the Wall type is incorrect. It should be K1 TAME EXHIPT Drawing A1.04a room 303 shows the wall type as G3 with a masonry symbol. Is this wall gyp board or Q56: masonry? Please clarify. Wall type is incorrect. It should be G3 A56: The finish schedule on A5.01 lists Vestibules 067, 068 and 069, but we cannot find these room numbers Q57: noted on the drawings. Can you ask if they do exist? We need to determine the cove base needed if they do exist. These numbers have been removed from the room finish schedule in the revised A5.01 issued A57:
 - Mayor Richard M. Daley, Chairman ADDENDUM NO. 2 SOUTH SHORE REPL HS

with Addendum 1

Q58:

11 Acres

THE PARTY

aggregate type and percentages that should be used for pricing.

On sheet A5.01 the finish schedule lists TERR-1 for corridors and toilet rooms. No specification description

of the aggregates or percentages is provided on the schedule or in the specifications. Please clarify

- A58: See A2
- Q59: Sheet A4.18 shows typical classroom reflected ceiling plans. The plan shows Tectum 1 soffits and Tectum 2 ceiling on details 8 and 9. There is not detail showing whether drywall will be installed behind the Tectum panels. We will proceed under the assumption that the panels are secured to the underside of the slab and no drywall will be required. Please confirm that this is acceptable.
- A59: Gypsum board is not required behind the TECT-1 soffit panels at the 2nd floor. The TECT-2 panels at the second floor are attached directly to the underside of the precast per detail 10/A2.23.
- Q60: Sheet A2.19 detail 2 shows drywall under the stringers as typical. Please clarify which floors and stairwells are to receive drywall under the stringers.
- A60: Provide drywall at the underside of all stair stringers exposed to useable space below
- Q61: Sheet A1.11c the reflected ceiling plan shows cement plaster ceilings in room 32, 33, 47 and 51. Sheet A5.01 the room finish schedule shows ACT-1 which is acoustical ceiling panels. Walsh will proceed with pricing the ceilings as ACT-1 using the finish schedule. Please confirm that this is acceptable.
- A61: Sheet A1.11c information is correct. A5.01 is incorrect.
- Where on the drawings is specification section 09842 "Abuse-Resistant Acoustic Wall Panels" shown? The only thing shown on the room finish schedule is FP-1, which seems to be called out in specification section 09841.
- A62: There are no "Abuse-Resistant Acoustic Wall Panels" currently in the project.
- Q63: On sheet A5.01 the room finish schedule shows two rooms 241 Instrumental and 246 Storage and in the remarks column it says "Acoustical treatment", what is this referring to? Please clarify material, specification section, etc.
- A63: Refer to the interior elevations for room 241 for location of fabric wall panels ("Acoustical treatment"). Room 246 Storage does not required "acoustical treatment"
- Q64: Are Landscape Soils defined on Site Preparation drawing LS-300, Landscape Soil Plan, part of Site Preparation Package? Including structural soil, green roof system and permeable paving?
- A64: Drawing LS-300 was issued for reference only with the Site Preparation package. It was included in the Issued for Bid documents dated 7/25/08 and all soils indicated are part of the Building Contract. Green-roofing materials and all paving materials are also part of the Building Contract.
- Q65: Detail 2 and 6 on sheet P5.03 call for a mud basin and a triple oil basin respectively. There are no dimensions, capacity, G.P.M. (gallons per minute), flow rate, specifications, etc. for these items. Please provide the missing information.
- A65: The Mud basin will be 24-inches diameter and 5-feet deep. The Triple Oil Basin will be a Chicago Standard Triple Oil Basin. The basins will be 18-inches in diameter and 5-feet, 1-inches deep
- Q66: Keynote 6 at column lines "6" & "F" on sheet P1.02b indicates two water meters feeding the Servery Area. P1.02b calls these lines a 2", 140 degree HW and an unknown size CW. Drawing P3.02 for the same area shows pipe sizes to be 1-1/4", 140 degree HW and 1-1/4" CW. What are the correct sizes for these pipes?
- A66: The water line shall be 2-inches.
- Q67: Refer to P1.02b key note # 1: this will take up quite a bit of ceiling space, plus not indicated on P3.02 it is needed there also. Is this really necessary?

- A67: Install drip pan below all waste, vent, acid waste, acid vent and storm piping per Keyed Note #1. P3.02 shows water piping and does not require drip pans below.
- Q68: TRACO is working currently with DeStefano Partners to accept a Bid using the TR740 and TR780. A meeting was held the 14th of August to present the TR700 wall system. TRACO is currently providing, information, details and samples. We will proceed under the assumption that the TRACO TR700 window wall system is an acceptable manufacturer. Please confirm.
- A68: No. TRACO TR700 window wall system is not an acceptable at this time. All substitutions to specified products or manufacturers must be submitted during construction following the procedures indicated under 01300 Submittals (Book 2A) of the Bid documents.
- Q69: On A5.01 under Corridor 040 the wall material is noted SGT-1A/SGT-3E, yet on A4.07 Elevations 33, 5 & 4 note that SGT-1B is to be used? The lower level finish plan denotes SGT-3E on the south corridor and the north wall is not noted. Please clarify proper materials to use on corridor 040 walls.
- A69: The north corridor including the recessed door areas into the Gym are to be SGT-1A. Sheet A6.01c will be updated for the Issued for Construction Set.
- Q70: A5.01 under Pool 056, pool base finish, has noted SGT-3E, yet it is not on the elevations on sheets A4.08 & A4.09 nor noted on the finish plan A6.01c. Please clarify wall and base for the Pool 0056.
- A70: Wall finishes as indicated on A6.01c Finish Plan are correct. All bases at SGT walls are to be cove units.

For SGT-1A the base color is to be SGT-1A.
For SGT-3G the base color is to be SGT-3G.
For SGT-3H the base color is to be SGT-3H.
Wall material BR-2 extends to floor level without a base

- Q71: The Vestibule, Room 061, on plan sheet A1.01c, denotes C-4 & C-5 (Concrete Masonry Units), yet the finish Schedule A5.01, Room 061 denotes SGT- 1A. Please clarify the wall materials for Room 061.
- A71: Provide SGT-1A as shown on A-501 Room Finish Schedule and A6.01c Finish Plan. Partition types in this room are updated on sheet A1.01c and issued with this addendum.
- Q72: Elevation 10, Sheet A4.12 denotes a Brick-1 above the masonry piers in the dining room, yet the Section 5/A3.06 (see also Section 9/A3.23) denotes a 5/8" Gypsum board soffit? What material is to be provided above the piers in the dining area east wall?
- A72: Provide a gypsum board soffit as shown on A3.06. Sheet A4.12 updated with this Addendum.
- Q73: In regards to Detail 14/S5.01, where does this detail apply? As noted "rebars see archt'l dwg's", we do not find vertical reinforcing noted or detailed on the Architectural drawings. Since this is to affect the precast slabs, we assume the pc contractor will install any bars to be imbedded/grouted in the precast.
- A73: The referenced detail occurs at CMU and SGT walls bearing on precast concrete planks. The detail occurs at reinforcing locations, but the reinforcing does not extend into the slab. Per the detail, only the anchor for the angle extends into the slab. The G.C. is to coordinate which subcontractor is to provide this work.

For additional clarification, vertical reinforcing is to be provided at interior partitions as follows:

- Interior partitions as indicated in the Masonry Notes on sheet S5.01.
- Interior partition types where indicated on sheet A5.03.
- At each side of openings in SGT walls as shown on plan details on sheet A5.03
- At each side of openings in CMU walls as shown on elevation 4/S5.02. As further clarification, provide reinforcing as follows:
 - o For openings less than 5'-0" in width, provide 1-#5 in one grouted cell

- o For openings from 5'-0" to 7'-0" in width, provide 2-#5 in two grouted cells
- o For openings from 7'-0" to 10'-0" in width, provide 2-#5 in second cell of three total grouted cells for 8" CMU wall only
- o For openings from 10'-0" to 15'-0" in width, provide 2-#6 in second cell of three total grouted cells for 8" CMU wall only
- Masonry piers as detailed on sheets A3.41 and A3.42. Assume rebar size of #6.
- Q74: Sheet ES0.01 has notes that 4" conduits for AT&T, Comcast and Future use are to be laid "to property line", but the drawing shows the conduits crossing the street to a utility pole. Please confirm the work under this contract is only to the property line.
- A74: G.C. shall bring conduits from the MDF room to the property line. AT&T/Comcast will bring conduits from the pole to the property line.
- Please reference sheet A0.04 which reference planting strip detail 1/A0.06. Please note that detail 1/A0.06 designates a custom ½" x 18" stainless steel planter strip. This item will weigh 62.5 pounds per linear foot of material. Providing this custom fabricated item, in stainless steel, will result in an exorbitant cost value. Please confirm this detail is correct.
- A75: Revised stainless steel edge to be 1/4"x18".
- Q76: Sheet A1.01c, CPD Desk/Ticket room 039 indicates a blow-up detail 9/A5.09. Sheet A5.09, detail 9 indicates "NOT USED". Please clarify.
- A76: This key should read 3/A5.12. Dimensional information will be added to this detail with the Issued for Construction set.
- Q77: Sheet A4.01, details 5 & 6 indicate what appears to be a stainless steel angle. Detail 5 provides a size for an angle, detail 6 indicates it to be a "trim" piece. Is it correct to assume the stainless steel acts as a trim piece and not a structural member in both details?
- A77: Yes, the stainless steel angle is a trim piece only.
- Q78: Sheet M2.01c has a note that reads, "Gas piping main. See civil dwg. for continuation." Civil drawing C3.01 shows the gas piping exiting the building, continuing west and then turning south to 76th street.

 Please confirm that the gas line piping from the building through the west side of the site to the project boundary line is part of this contract and will not be handled by People's Gas.
- Peoples Gas will install the gas line from their point of connection to the gas meter within the building. This work will be under a separate contract with the PBC. Backfill and sidewalk replacement beyond the Construction Limit Line is also under a separate contract with the PBC. Sidewalk replacement and site finishes within the Construction Limit Line are to remain in the Building Contract.
 - Q79: Sheet A4.04a details 3 and 4 show four ceiling reflectors contained within the stage area between column lines 19 and 20. To the south of column line 19 two additional ceiling reflectors are shown with no notation or any suspension system shown. The gym and stage reflected ceiling plan on sheet A1.12c the shows no such reflectors in front of the stage. We will proceed under the assumption that the reflectors will only be required in the stage area, and are excluded in the gym south of column line 19. Please confirm.
 - A79: Provide the 2 additional ceiling reflectors south of column line 19 and 20 as shown on sheet A4.04a as part of building contract. Construction and suspension of the reflectors should match construction noted for the four reflectors above the stage. Refer to the RCP on sheet A1.12c for length of reflectors (these are shown dotted on the plan, but are not properly noted as reflectors.
 - Q80: Drawing P1.02c shows a 6" storm up to roof drain (and also for overflow drain) at each location. Drawing P1.03c shows roof drains and overflow roof drains to be 4".

- 1. Should the roof drains and the overflow roof drains be 4" or 6"?
- 2. Should the piping on the main level (P1.02c) be 6" with 4" rise pieces to the 4" drains?
- A80: The piping on the main level (P1.02c) shall be 6" with 4" rise to the 4" roof drains.
- Q81: P4.01 calls for an elevated vacuum breakers on SK-4's and HB-2's. No part number was found in the specs. Please provide a spec. manufacturer and a part / model number.
- A81: Specification and manufacturer for vacuum breaker can be found on Section 15145. Model number shall be equal to Chicago Faucet model 892-CP
- Q82: The pump schedule on sheet P4.01 calls for the HP-1 booster pump to have each pump be rated at 225 G.P.M., and 7.5H.P. Is this correct?
 - 1. What is the total G.P.M. for both pumps?
 - 2. What is the required in / out header size?
 - 3. Is 7.5 H.P. for each pump correct?
 - 4. Are constant speed bypass starters & pressure reducing valves required?
- A82: Yes, each pump shall be rated at 225 GPM and 7.5 HP.
 - 1. The total GPM is 450 for both pumps.
 - 2. The required in/out header size is 6"
 - 3. Yes, 7.5HP for each pump is correct
 - 4. Constant speed bypass starters and pressure reducing valves are required per CPS standard.
- Q83: Drawing P4.01, under specialty fixtures, lists a TMV-4. No TMV-4 was found on the drawings. Under lavatory / sinks (LAV-1), a TMV-2 is called for. TMV-2 is called to be located at emergency showers.
 - 1. Should L-1 read, "Provide TMV-4?"
- A83: Yes, L-1 shall be provided with TMV-4.
- Sheet ES0.01 indicates underground feeders for Comcast and AT&T being stubbed out into South Jeffery Blvd It also shows these feeders extending to a utility pole across South Jeffery Blvd.

 What is the scope of work as it pertains to these feeders that is to be included as part of this contract? Same question applies to the ComEd service feeder stub/cap into South Jeffery Blvd.?
- A84: The contractors shall bring conduits from the MDF room to the property line, AT&T/Comcast will bring conduits from the pole to the property line. Contractor shall coordinate with ComEd where their feeders run in the street of Jeffery Blvd. E.C. shall provide concrete encased feeders from the ComEd vault out to the street. Refer to A74 for related info.
- Q85: Sheet ES1.01 lists keynotes E1 thru E18. What drawing do these keynotes appear on?

 Several of the notes list Phase 1, Phase 2 & Phase 3 please clarify the phased work, who is responsible?
- A85: Disregard keynotes.
- Q86: On sheet A5.01 Library 180 says it is to receive FP 1 wall panels. However sheet A4.16 shows interior elevations of Library 180, but shows no FP 1. Please provide sketch or direction as to which walls will receive FP 1 in Library 180.
- A86: Fabric wrapped panels not required at Library
- Q87: On sheet A4.18 DTL. 6&8 show FP 1, but which side of the line is the FP 1? There is a 7' 1" area and then a smaller area to the left of that. Please clarify.
- A87: At all classroom elevations, provide fabric wrapped panels each side of tack board/chalkboard continuous to corner. Panel widths can be modified to meet mfr standard dimensions if necessary.
- Q88: On sheet A4.18 DTL. 11 shows FP 1 on the right side, are we to assume the left side is also FP 1?
- A88: Yes.

- Q89: On sheet A4.22 DTL. 6 show FP 1. Does the FP 1 go on the entire wall around the tack boards, marker board, and doors. Please clarify.
- A89: Fabric wrapped panel not required at art room 240
- Q90: On sheet A5.01 rooms 241 & 246 call for acoustical treatment. What is this material and where is it shown on the drawings?
- A90: See A63
- Q91: On sheet A5.01 rooms 242 & 254 call for FP 1 at wall. Where is this shown on the drawings? Please provide more information.
- A91: Fabric wrapped panels not required in these rooms.
- Q92: Please reference drawing A4.05. Detail 1 at column lines 18 and 17 and between rows E and F show a total of four "coiling shutter gate typ." No specification section is provided for coiling shutter gate, and no door is referenced on the schedule. Please, provide clarification.
- A92: These four doors should be called Folding Security Gates. Provide gates according to specification section 10610.
- Q93: Drawings TR.01 and TR.02 show Orchestra Shell Towers. This item is not found in the Stage Rigging specifications. Should this item be excluded, or is there a specification for this item?
- A93: Specification Section 11063 Orchestra Enclosure has been issued with this Addendum.
- Q94: Sheet A5.01 calls out CT-1A, and CT-1B, CT 2, and CT3 by American Olean. American Olean is stating that tile colors A-76, A93, A98, R21, and R31 will be discontinued in the next month. This will discontinue these particular tiles. We will proceed with pricing the specified material under the assumption that an alternate material will be reselected at the current price. Please confirm that this is acceptable.
- A94: This is acceptable.

798 2 18 TT

- Q95: The material designations on sheet A5.01 specify CPT-4 as "TBD". CPT-4 is called out in rooms 182, 198, and 190. Please provide us with the selection or a unit cost that should be carried for this carpet.
- A95: CPT-4 to be equivalent to CPT-1. Color to be selected from manufacture's color selection.
- Q96: Is site Concrete defined on Site Preparation Package drawing C2.01SP and High School drawings C2.01 part of Site Preparation Package or High School contract?
- A96: All site finish materials including concrete walks are part of the Building Contract.
 - Q97: What finish elevation will Site Preparation contractor leave site at?
 - A97: Elevations are shown on drawings SE-1 which is part of the Addendum.
 - Q98: Detail 7 on A3.33 shows anodized aluminum vertical solar shades attached directly to the window wall/ curtainwall mullions; however there are no specification for these shades. Please provide a manufacturer or further information on these solar shades.
 - A98: Solar shade to be ½" thick x length shown anodized aluminum plate. Engineering and attachment detail to be by curtainwall manufacturer.
 - Q99: Is all of the waterproofing being provided at the sub-grade foundation walls of occupied spaces to be covered by 2" of polyisocyanurate insulation, or will it only be necessary to insulate 4'-0" down from the surfaces as shown on various wall sections? Example detail 5 on A3.01.

- A99: Yes, provide insulation continuous to top of footing at foundation walls of occupied spaces. All wall sections to be updated with Issued for Construction set. Note that foundation insulation is extruded polystyrene as specified in section 07210.
- Q100: Are all the interior handrails to be powder coated and all the exterior handrails to be stainless steel just like the Kelly Curie Gage Park High School? The drawings indicate stainless steel and powder coated handrails for the interior.
- A100: Yes, powder-coated interior handrails and stainless steel exterior rails. This revision was noted on the Addendum 1 Drawing Description.
- Q101: Does the Site Work Allowance of \$500,000 as defined in Section IV. Proposal and Execution Documents-for pages 13 thru 15 include all excavation for building not covered in Site Preparation Package, or is he site work allowance only Authorized Additional Excavation (see note 2 on page 15)?
- A101: The site work allowance as indicated in Section IV is for additional work above and beyond the excavation and backfill limits shown on the contract documents, as part of this contract. Any and all additional excavation and backfill work, requires the Commission's written authorization prior to commencement of work.

All work covered under the site prep package is defined in drawing SE-1. The work covered under the site prep package is not part of the General Contractors contract.

List of Attachments; Revised Drawing List Revised BID FORM dated Aug 21, 2008

The second second of the second

A THE RESIDENCE OF THE PROPERTY OF THE PROPERT

END OF ADDENDUM NO.2

	AMOUNT	
Work	\$	- Later later
Site Security Allowance	\$400,000.00	- British day of the second
Site Work Allowances	\$500,000.00 \$1,300,000.00	
Commission's Contingency Fund		
CCTV Allowance	\$400,000.00	N. W.
Electrical Switch Allowance	\$225,000.00	
TOTAL BASE BID	\$	

	-··- <u>.</u>		
ASE CONTRACT PRICE	E: \$		
SURETY: Please specify full le	egal name and a	ddress of Surety:	
		· · · .	

Revised BID FORM dated Aug 21, 2008

SOUTH SHORE REPLACEMENT HIGH SCHOOL

DWG NO./ SPEC NO. SPECIFICATIONS 00010 Table of Contents 02315 Soil Managment and Handling	ISSUED	DESCRIPTION OF CHANGE
00010 Table of Contents 02315 Soil Managment and Handling		
02315 Soil Managment and Handling		
Handling	N - note only	Added new specification Section 02315, Soil Managment and Handling, Section 11063, Orchestra Enclosure and Section 11480, Aquatic Scoreboard.
	Y	Added new specification section.
07142 Hot Fluid-Applied Rubberized Asphalt Waterproofing	N - note only	Added the following product to Subparagraph 2.1.A.1.: "g. STRATASEAL HR, Cetco Building Materials Group."
09510 Acoustical Ceiling	Y	Revised/clarified the Acoustical Panel and Metal Suspension Systems requirements. Articles 2 and 2.3.
09965 Graffiti Resistant Coatings	N - note only	Deleted reference to "glazed face brick" and added reference to "dimension stone cladding" in Paragraph 1.1.A. Added related section to Paragraph 1.1.B.: "2. Stone cladding: Section 04851."
11062 Stage Rigging	N - note only	Subparagraph 1.05.A.4.d.: Change the phone number for SECOA to be (800) 328-5519. Delete Subparagraph 2.10.A.4 in its entirety.
11063 Orchestra Enclosure	Y	Added new specification section.
11480 Aquatic Scoreboard	Y	Added new specification section.
CIVIL	<u>.</u>	
C0.02	Y	Show termination of existing water service lines along Jeffery, 75th Street and vacated Euclid Avenue. Work to be performed as part of site preparation contract. Show pavement removal associated with installation of sewer and water service connections.
C0.03	Y	Indicate inlet protection for proposed catchbasins and trench drains
C2.01	Y	Revise grading at plaza area and ADA ramps. Indicate trench drains in plaza areas. Remove reference to Structural Drawings for loading dock driveway.
C2.02	Y	Provide enlarged details for ADA ramps
C3.01	٧	Delete notes indicating that utilities shown in half tone are to be installed during site preparation construction and requiring testing of water lines installed by others. Show all utilities as full tone indicating installation as part of this contract. Add trench drains to plaza areas along Jeffery at 75th and 76th Street. Indicate sidewalk and pavement removal and replacement to be provided as part of utility line installation.
C4.01	Y	Revise detail for permeable concrete pavers in parking lot
C5.01	Υ	Remove NIC from details previously referencing work performed as part of site preparation contract.
LANDSCAPE		
LS 1001 78 15 17 18	Υ	Updated tree removal along Jeffrey Avenue.
LS 200	Υ	Removed two trees to avoid conflict with gas lines and street lights. Changed tree spacing to 25' on center between trees.
LS 400	Υ	Removed two trees to avoid conflict with gas lines and street lights. Changed tree spaceing to 25' on center between trees.
LS 401	Υ	Revised Plant List and Perennial Matrix Layout Notes
ARCHITECTURAL		
A1.01c	Y	Wall section tag 6/A3.04 has been relocated and a new wall section tag 6/A3.17 has been added. Partition types near stair L and pool mechanical have been revised to coordinate with structure. Revised partition type at vestibule (RM 061).
A1.11a,	γ	Removed drywall soffit at athletics storage and revised toilet head of detail.
A1.11c	Y	Added gym door head detail.
A1.12a,	Y	Revised ceiling construction at RM 108. Removed drywall soffit at computer laboratory. Revised beam drywall enclosure detail at library.
A1.12b	Y	Relocated ceiling radiant panels at offices along east exterior wall and revised soffit details. Removed radiant panels at store room

SOUTH SHORE REPLACEMENT HIGH SCHOOL

WG NO./ SPEC NO.	ISSUED	DESCRIPTION OF CHANGE
1.12c	Y	Updated diffuser location between corridor and ADA seating area and added soffit details.
1.13a, A1.13b, A1.14a, 1.14b	Υ	Updated beam drywall enclosure at student commons. Replaced cement plaster ceiling to drywall ceiling at toilet entries. Added soffit details.
2.01, A2.02, A2.03, A2.03a, 2.03b	N - note only	Add general note " 3. Provide attachment details for all lighting, speakers and security devices mounted at exterior walls to architect / engineer's review.
2.04	N - note only	Note for maple veneer transon to be revised to glass transom on 2/A2.04. Remove detail tag 9/A4.12 on 2/A2.04
2.06	ν -	Add note "2-HR rated wall" on 1st floor wall at column line F at 2/A2.06, Note on insulated low E glass in 1/A2.06
2.11	N - note only	Delete detectable warning at bottom landing on 3/A2.11 and relocate note " Provide detectable warning at top of all open stairs per CBC 18-11-1109-9.2.1" to top landing on 3/A2.11
2.14	 	Add dimensions and note for Stairs at mechanical room 251, See attached 7/A2.14.
2.15	· ·	Lower level plan and section 3 have been revised to coordinate with structure and mep.
12.17	Y	General note "1. 4-HR rated unit battery for standby emergency illumination in the elevator car will be provided by elevator vendor as per elevator specs. Constructor must ensure that the unit battery is wired to the same branch as the cabin lights. " has been added. Section 6 and 8 have been revised.
A2.21	Y	Note has been revised on 3,4/A2.21 and General notes have been added.
A2.23, A2.24	Y	General: Located projection screens, diffusers, lighting fixtures, sprinklers in soffit details. Revised soffit size per mechanical and structural coordination. Added soffit and head details.
A3.04	Y	Detail #6: Redefine extent of 10" CMU wall.
		Detail #7: Redefine extent of concrete footing. Extend exterior foundation insulation down to footing, add new note.
	† — · · · · · · · · · · · · · · · · · ·	Detail #8: Redefine extent of 10" CMU wall. Redefine slab edge condition.
		Detail #9: Redefine extent of 10" CMU wall. Add structural beam at floor slab.
		Add elevation #2. Add Plan cuts #4, & 5, Add Detail #8.1.
A3.05	Y	Detail #7 & #8: Redefine roof deck condition at exterior wall. Add new notes.
A3.07	Ÿ	Add additional elevation to #2. Add Plan cut #3. Add Detail #6
		Detail #4: Redefine second floor condition. Add new notes.
		Detail #5: Complete wall section information. Add new notes.
A3.13	Υ	Detail #6 & #7: Redefine roof deck condition at exterior wall. Add new notes.
A3.14	Y	Detail #3 & #4: Redefine second floor deck condition at exterior wall. Add new notes.
		Detail #5: Add new notes.
A3.17	Y	Detail #6: Add new wall section.
A3.21	Y	Add New Note in Note box, "X-out removed for all details".
A3.22	Y	Add New enlarged detail #6 & 7.
A3.33	Y	Details #8,9,10: Enlarged view port window to complete detail.
. 4. A4.01	N - note only	Replace note " Glass guardrail w/stainless steel shoe secure to resist lateral force req'd by CBC" to " Glass guardrail w/stainless steel shoe, see notes #1 & #2 this sheet" at detail 5/A4.01. Add general note "1. All glass railings shall comply with CBC code section 16(3-52-100) and with more stringent requirements specified in section 5721 which require the guardrails and handrails to withstand the following loads: A) Concenterated load of 200lbs at any point and any direction. B) Uniform load of 50lbs per lineal foor applied horizontally and concurrently with uniform load of 100lbs per lineal foot applied vertically downward. 2. Glass infili panels to withstand a concenterated load of 200lbs applied to any 1sf point in the system."
A4.10	N - note only	200lbs at any point and any direction. B) Uniform load of 50lbs per lineal foor applied horizontally and concurrently with uniform of 100lbs per lineal foot applied vertically downward. 12. Glass infill panels to withstand a concenterated load of 200lbs applied to any 1st point in the system."
A4.12	Y	Dimension has been revised at 15/A4.12. General note 10 has been added.
A4.15	Y	37/A4.15 and 1/A4.15 have been revised. General note 10 has been added.
A4.21	N - note only	Add general note " 10. All glazing below 2'-0" A.F.F. must be safety glazing."
A4.22	Y	1,2,4 and 5/A4.22 have been revised.
	N - note only	Add general note " 7. All glazing below 2'-0" A.F.F. must be safety glazing."
A5.05	14 - (1000 0111)	The general little train grants and a second

SOUTH SHORE REPLACEMENT HIGH SCHOOL

DWG NO./ SPEC NO.		DESCRIPTION OF CHANGE
S1.01a	' k	Mechanical basin added. Surge tank area redesign. Top of footing along line B changed. Coordination with Archt'l and MEP drawings.
S1.01c	Y	Mechanical basin added. Surge tank area redesign. Coordination with Archt'l and MEP drawings.
S1.02a	Y	Revised area stair E per Archt'l drawings.
S1.02c	Y	Column G.2/11 moved. Revised cantilever slab edge between lines 16 and 16.3. Coordination with Archt'l and MEP drawing
S1.02L	Y	Coordination with Archt'l and MEP drawings.
S1.05a	Y	Elevator A area revised per architectural drawings.
\$3.05	Y	Section 10 was revised. Coordination with Archt'l and Civil drawings.
S3.11	V 1	Details 5, 6 and 7 added. Coordination with Archt1 and MEP drawings.
S4.02	Y	Coordination with Archt'l and MEP drawings. No topping at mechanical area at stairs F and G.
S4.07		Section 10 for Elevator A area was added.
04.61	 	
MECHANICAL		
MECHANICAL M1.02a	N - note only	Louver at column line G between 19 and 20, to be changed to 7'-0" wide by 7'-4" tall. Portion to be blocked off by architectubrick, remaining free area to be at least 15.5 square feet.
ELECTRICAL		
NO CHANGE		
PLUMBING		The state of the s
PLUMBING	 	
P1.00a	Y	Revised SE-1, SE-2, SP-1 and SP-2 locations
P1.00c	Y	Revised SP-3 location Revised EWC in Pool to EWC-2
P1.01a	Y	Revised SE-1, SE-2, SP-1, Water Heater (WH-1, WH-2, WH-3), Booster Pump (HP-1) and Water Meter locations
P1.01c	Y	Revised SP-3 location, Revised EWC-1 in pool into EWC-2
P4.01		Revised SP-1 to a submersible pump
TECHNOLOGY		
T0.01	Υ	Added ICC master and ICC remote to symbol list.
T0.05	Y	In detail #4, stated that the L.V.E.C. will provide all equipment noted in Item #9.Indicated additional conduit to be used for A Comcast and future.
T0.06	Y	Added second UTP Jack for MMTV.
T0.07	 v	Added detail 1, Intrusion Detection Schematic Riser Diagram and Detail 2, Roof Antenna Riser Diagram
T0.13	 	New drawing, T0.13, Communication Riser Diagram
T1-01, T1.01a	Y	At the service entrance location indicated location of pull box in Mechanical Room to be used for distribution of conduit up t MDF.
T1.02, T1.02a, T1.02b	→ ▼	Moved location of ICC master to vault room 158 and ICC remote to vault room 154 and acceptable to
T2.01, T2.01C,T2.02, T2.026 T2.02b	, Y	Added note at alphone intercom locations, provide pull string with additional 5 ft. of cable to be coiled up in ceiling for future reader.
THEATRICAL		
TR1.01	N - note only	Detail E1 Curtain Schedule: Change length of Set 5 and Set 6 Acoustic Curtain to 53'-0"
TR1.02	N - note only	Detail A1 Section: Change length of Acoustic Curtain to 53'-0" Detail A1 Section: Change length of Acoustic Curtain to 53'-0"
		THESE DRAWINGS ISSUED FOR REFERENCE ONLY
SITE PREPARATION		Drawings bound separately and issued with separate cover sheet.
SE-1	Y	Revised Soil Excavation drawing (previously issued with Site Preparation package)
ER-DE-1-TEMP	Y	New Earth Retention System drawings issued for reference.
ER-DE-2-TEMP		

ADDENDUM NO. 3 TO CONTRACT NO. 1473 FOR

SOUTH SHORE REPLACEMENT HIGH SCHOOL 1955 East 75TH ST. NEW CONSTRUCTION 5130

DATE: Wednesday, August 27, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Change 1:

Delete in its entirety drawing S1.01c issued in Addendum 2, replace with the attached revised

drawing S1.01c (addendum 3, dated August 27, 2008).

List of Attachments: S1.01c (addendum 3, dated August 27, 2008)

END OF ADDENDUM 3

