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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1477

BOONE CLINTON AREA ELEMENTARY SCHOOL
6700 N. WHIPPLE STREET
NEW CONSTRUCTION
PROJECT #05000

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
312-744-3000
www.pbcchicago.com

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

JUNE 2008 (Rev.1)

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Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

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NEW CONSTRUCTION
PROJECT #05090

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

2. General Description of Scope of Work:
 - a. As further described in the detailed Technical Specifications and Drawings, a 105,536 square foot, three story masonry building, serving students from pre-K to 8th grade. Work includes but is not limited to site work, concrete foundations, envelope consisting of unit masonry, aluminum window walls and storefront, roofing (including green roof area); interior consists of gypsum and masonry walls and partitions, resilient, terrazzo and tile floors. Construction to include, but not limited to classrooms, library, gym with stage, warming kitchen and dining facilities, administrative and support area, landscaping, mechanical, electrical, plumbing, and standard elementary school finishes and amenities.
 - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$28,000,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools

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5. Project is located in Ward: 50th
6. For purposes of the project community hiring incentive "Residents of the project community" shall mean persons domiciled within the West Ridge Community Area as designated on Exhibit# 3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
8. Documents Available at: Best Imaging Solutions, 20 E. Randolph, Chicago, IL, attn: David Papadopoulos, 312-357-9050
9. Online Construction Documents Available at:
<http://www.designbidbuild.net/bestimaging?PBC>
10. Pre-Bid Meeting Date, Time, and Location: **Monday, January 5, 2009** at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. *Mandatory Technical Review Meeting for invited Pre-qualified Bidders: **Monday, January 12, 2009 at 10:00AM, room CL115**
***NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. Bid Opening Date and Time: **Thursday, January 22, 2009 at 2:00PM, room 200**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$500,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): **At the Contractor's own expense.**
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**

B. Time of Completion

Substantial Completion of the Work must be achieved no later than (455) Days after the Notice to Proceed.

C. Commission's Contingency Fund

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

D. Copies of Drawings and Specifications Furnished

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

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E. Liquidated Damages

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

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

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

F. Prevailing Wage Rates

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

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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

B. Interpretations of Addenda

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

C. Inspection of Site

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

D. Pre-Qualification of Bidders

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

E. Evidence of Continuing Qualifications of Bidder

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

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

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

F. Preparation of Bid

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

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G. Bid Deposit:

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

H. Bidder's Execution of Bid

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

I. Affidavit of Non-Collusion

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

J. MBE and WBE Commitments

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

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The apparent low bidder must provide complete **Schedule C-** Letter of Intent from 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 than the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

M. Disclosure Affidavit

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

N. Statement of Bidder's Qualifications

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

O. Disclosure of Retained Parties

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

P. Submission of Bid

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

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

Q. Withdrawal of Bids before Bid Opening

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

R. Opening of Bids

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

S. Evaluation of Bids

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

T. Basis of Award

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

U. Performance and Payment Bond and Insurance

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

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List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose

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

V. Protests

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

W. Licensing

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

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X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, February 17, 2009 and that the bid may not be withdrawn until that time.**
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1477, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1 and 2

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

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

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

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

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

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

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

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BID FORM

	AMOUNT
Work	\$ 22,368,000
Site Work Allowance	\$100,000.00
Commission's Contingency Fund	\$500,000.00
CCTV	\$200,000.00
Data Switch	\$175,000.00
TOTAL BASE BID	\$ 23,343,000

AWARD CRITERIA FIGURE

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

\$ 22,327,580

BASE CONTRACT PRICE: \$ _____

<p>SURETY: Please specify full legal name and address of Surety:</p> <p><u>Travelers Casualty and Surety Company of America</u></p> <p><u>215 Shuman Blvd.</u></p> <p><u>Naperville, IL 60563</u></p>
--

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL**SITE WORK ALLOWANCE**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Total Allowance Fund = \$100,000.00

NOTES:

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

Addendum no.1, Revised Site Work Allowance, dated January 16, 2008

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edmund Johnson
Secretary

Richard A. Oakley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Sollitt/Oakley Joint Venture
Contractor Name

790 N. Central Ave., Wood Dale, IL 60191
Address

If a Corporation:

By _____

President
Title of Signatory

ATTEST:

By _____

Secretary
Title

CORPORATE SEAL

If a Partnership:

The George Sollitt Construction Company
Partner Howard Strong

790 N. Central Ave., Wood Dale, IL 60191
Address

Oakley Construction Company, Inc.
Partner Augustine Afriyie

7815 S. Claremont Rd., Chicago, IL 60620
Address

Partner _____

Address _____

If a Sole Proprietorship:

Signature _____

NOTARY PUBLIC

County of DuPage

State of Illinois

Subscribed and sworn to before me on this 22nd day of January, 2009.

Nancy Planek
Notary Public Signature

Commission Expires: 11/28/09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

C. Corporate Resolution (if a Corporation)

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

The George Sollitt Construction Company

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on May 28, 2008, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated January 22, 2009 to the Public Building Commission of Chicago, for Contract No. 1477 of said Commission;

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

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

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

President: Howard Strong
Vice President: John Pridmore
Secretary: John Pridmore
Treasurer: Daryl Poortinga
Assistant Secretary: Nancy Planek

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 22nd day of January, 2009.



Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

C. Corporate Resolution (if a Corporation)

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

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on November 20, 2007, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated January 22, 2009 to the Public Building Commission of Chicago, for Contract No. 1477 of said Commission;

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

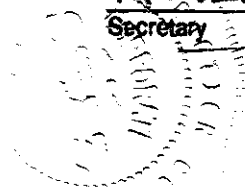
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform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

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

President: Augustine Afriyie
Vice President: Anthony Kwateng
Secretary: Anthony Kwateng
Treasurer: _____
Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 21st day of January, 2009.

Anthony Kwateng
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	See Total Base Bid On Page 15
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)	.45
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)	.05

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

Line 9.	Multiply Line 8 by Line 1 by 0.04	_____
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)	_____ .05 _____
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 15

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.

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,

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

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

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

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

5. Reporting

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

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

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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	PERCENT OF MINORITY
Carpenters	50%
Laborers	50%
Bricklayers	33%
Plumbers	33%
Electricians	25%
Sheet Workers	33%
Pipe Fitters	33%
Iron Workers	5%

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

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 570/7.

Howard Strong
(Signed)

President
(Title)

Subscribed and sworn to before me this 22nd day of January 20 09

Nancy Planeck
Office Manager
(Title)

My Commission expires: 11/28/09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture Sollitt/Oakley Joint Venture
2. Address of joint venture 790 N. Central Ave.
Wood Dale, IL 60191
3. Phone number of joint venture 630-860-7333
4. Identify the firms that comprise the joint venture
The George Sollitt Construction Company
Oakley Construction Company, Inc.
 - A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
See Joint Venture Agreement dated January 22, 2009
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
See PBC RFQ for Prequalification to bid as General Contractor dated
September 8, 2008, submitted by The George Sollitt Construction Company.
5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE?
25 %
8. Specify as to:
 - A. Profit and loss sharing _____ 25 %
 - B. Capital contributions, including equipment _____ 25 %
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
None
 - D. Describe any loan agreements between joint venturers, and identify the terms thereof.
None

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

See attached Joint Venture Agreement dated January 22, 2009.

B. Management decisions such as:

1) Estimating

See attached Joint Venture Agreement dated January 22, 2009.

2) Marketing and Sales

See attached Joint Venture Agreement dated January 22, 2009.

3) Hiring and firing of management personnel

See attached Joint Venture Agreement dated January 22, 2009.

4) Other

See attached Joint Venture Agreement dated January 22, 2009.

C. Purchasing of major items or supplies

See attached Joint Venture Agreement dated January 22, 2009.

D. Supervision of field operations

See attached Joint Venture Agreement dated January 22, 2009.

E. Supervision of office personnel

See attached Joint Venture Agreement dated January 22, 2009.

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

See attached Joint Venture Agreement dated January 22, 2009.

The George Sollitt Construction Company to provide accounting services.

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

See attached Joint Venture Agreement dated January 22, 2009.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

The George Sollitt Construction Co.
Name of Joint Venturer

Signature

Howard Strong

Name

President

Title

January 22, 2009

Date

State of Illinois County of DuPage

On this 22nd day of January, 2009

before me appeared (Name)

Howard Strong

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Nancy Planek
Notary Public

Commission expires: 11/28/09
(SEAL)

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/28/09

Oakley Construction Company, Inc.

Name of Joint Venturer

Signature

Augustine Afriyie

Name

President

Title

January 22, 2009

Date

State of Illinois County of DuPage

On this 22nd day of January, 2009

before me appeared (Name)

Augustine Afriyie

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Nancy Planek
Notary Public

Commission expires: 11/28/09
(SEAL)

OFFICIAL SEAL
NANCY PLANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/28/09

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Name of Project:
Boone Clinton Area Elementary School

Project Number: 1477

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As**

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ____ WBE ____ Non-MBE/WBE ____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Name of Project:
Boone Clinton Area Elementary School

Project Number: 1477

FROM:

Evergreen Supply Co. MBE _____ WBE
(Name of MBE or WBE)

TO:

Sollitt / Oakley JV and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

Electrical Supplies

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

\$ 340,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

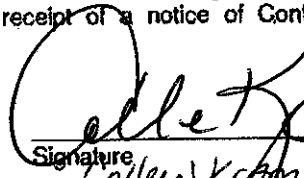
By:

Evergreen supply Co.
Name of MBE/WBE Firm (Print)

1.23.09
Date

773.3754750
Phone

Phone


Signature

Colleen Krömer
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

January 26, 2009

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

Dear Ms. Kramer:

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 **WBE** certification **until March 1, 2009**.

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

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

Distributor of Electrical Material

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

Sincerely,

for Lori Ann Lypson
Deputy Procurement Officer

LAL/bc



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Name of Project:
Boone Clinton Area Elementary School

Project Number: 1477

FROM:

SECKIT INC. MBE WBE XX
(Name of MBE or WBE)

TO:

Sollitt / Oakley JV and Public Building Commission of Chicago
(Name of General Bidder)

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

 a Sole Proprietor XX a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated SEPTEMBER 18, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

MASONRY MATERIALS

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

\$600,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

BECKIT, INC.
Name of MBE/WBE Firm (Print)
JANUARY 23, 2009
Date
815-385-2904
Phone

Rebecca Kress
Signature
REBECCA KRESS
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

September 18, 2008

Rebecca Kress, President
Beckit, Inc.
27992 W. Route 120 Unit #62
Lakemoor, Illinois 60051

Annual Certificate Expires: October 1, 2009
Vendor Number: 50678028

Dear Ms. Kress:

We are pleased to inform you that **Beckit, 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, 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:

**Supplier of Brick, Stone, and Masonry Products and Tools;
Sale of Landscape Products**

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

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

Sincerely,

Lori Ann Lydson
Deputy Procurement Officer

LAL/emc

Expansion Granted: Sale of Landscape Products



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Name of Project:
Boone Clinton Area Elementary School

Project Number: 1477

FROM:

UFP Partners dba Universal Fire Protection MBE WBE
(Name of MBE or WBE)

TO:

Sollitt / Oakley JV and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor

a Corporation / LLC

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 6, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

We will install a wet fire sprinkler system per plans and specifications by Muller and Muller Architects and Addendum #1. The sprinkler system will comply with all NFPA Pamphlet 13 and all applicable local codes.

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

\$285,000.00
Two hundred eighty-five thousand dollars

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

PARTIAL PAY ITEMS

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

NA

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

UFP Partners, LLC

Name of MBE/WBE Firm (Print)

1/29/09

Date 630-499-0803

Phone



Signature

Paul Burton

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



ILLINOIS

Rod R. Blagojevich, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

January 06, 2009

Paul Burton/Bill Burke
Ufp Partners Llc
1115 Molitor Road
Aurora, IL 60505-1117

Re: MBE Certification Approval

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

This full certification is valid for a period of three years from the date of this letter. Following this full certification, on an annual basis, at least 60 days prior to the anniversary day of your certification, you will be required to complete a No-change Affidavit form that must be submitted to BEP as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business, or other changes affecting the firm's operations, you are required to notify this office within two weeks. Failure to return the annual No-change Affidavit or notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Mayra Garcia Guzman
Deputy Director
Business Enterprise Program

(L13MBE)

160 N LaSalle St. Ste. C504, Chicago IL 60601-3103

Printed on Recycled Paper

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: BOONE CLINTON SCHOOL

Project Number: _____

FROM:

GLASS DESIGNERS INC. MBEXXXX WBE
(Name of MBE or WBE)

TO:

George Sollitt Const.Co. and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 18th, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Alu. Curtainwall, Alum. Storefront, Alum. Windows
glass and glazing.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$945,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

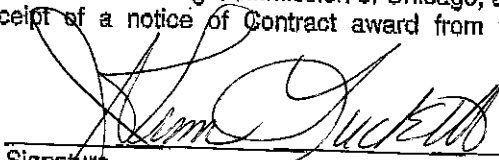
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

GLASS DESIGNERS INC.
Name of MBE/WBE Firm (Print)
1/30/09
Date
773/978-2747
Phone


Signature
John Lockett
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



August 18, 2008

John Lockett, President
Glass Designers, Inc.
10123 South Torrence Avenue
Chicago, IL 60617

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

Annual Certificate Expires: September 1, 2009
Vendor Number: 1023170

Dear Mr. Lockett:

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

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

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

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

**Glass and Glazing Contractor;
Screen and Storm Window Repair and Installation; Ornamental Iron Work;
Installation of Aluminum Storefronts, Doors, Windows and Curtainwalls**

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

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

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/mck

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Name of Project:

Boone Clinton Area Elementary School

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Joint Venture Partner

Title and duly authorized representative of

Sollitt/Oakley Joint Venture

Name of General Contractor whose address is

790 N. Central Ave.

in the City of Wood Dale, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Oakley Construction Company	25% JV Partner	\$5,835,700	\$ ---
Evergreen Supply Company	Electrical Materials	\$ ---	\$340,000
Beckit, Inc.	Masonry Materials	\$ ---	\$600,000
Glass Designers	Glass and Windows	\$945,000	\$ ---
UFP Partners LLC	Fire Protection	\$285,000	\$ ---
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$7,065,700	\$940,000
Percent of Total Base Bid		30.27%	4.03%

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

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

SUB-SUBCONTRACTING LEVELS

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

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

*See individual Schedule C's attached

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

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

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

By:

The George Sollitt Construction Co.

Name of Contractor (Print)

January 22, 2009

Date

630-860-7333

Phone

IF APPLICABLE:

By:

Oakley Construction Company, Inc.

Joint Venture Partner (Print)

January 22, 2009

Date.

773-434-1616/773-434-2134

Phone/FAX


Signature

Howard Strong

Name (Print)


Signature

Augustine Afriyie

Name (Print)

MBE x WBE Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS	
Project	Westinghouse High School	Langston High School	---	---	N/A		
Contract With	PBC	PBC	---	---	N/A		
Estimated Completion Date	5/09	7/09	---	---	N/A		
Total Contract Price	\$69,089,000	\$30,220,000	---	---	N/A		\$99,309,000
Uncompleted Dollar Value if Firm is the GC	\$15,749,714	\$22,825,990	---	---	N/A		\$38,575,704
Uncompleted Dollar Value if Firm is a Subcontractor			---	---	N/A		
TOTAL VALUE OF ALL WORK						\$38,575,704 Uncompleted 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.

	1	2	3	4	Awards Pending	TOTALS
Earthwork	---	---				
Demolition	---	---				
Sewer and Drain	---	---				
Foundation	---	---				
Painting	---	---				
Struct. Steel (Bldg Const.)	---	---				
Ornamental Steel (Bldg Construction)	---	---				
Miscellaneous Concrete	---	---				
Fireproofing	---	---				
Masonry	---	---				

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.	---	---				
Mechanical	---	---				
Electrical	---	---				
Plumbing	---	---				
Roofing & Sheet Metal	---	---				
Flooring & Tile Work	---	---				
Drywall & Plaster Work	---	---				
Ceiling Construction	---	---				
Hollow Metal & Hardware	---	---				
Glazing & Caulking	---	---				
Miscellaneous Arch. Work	---	---				
Landscaping	---	---				
Fencing	---	---				
Others (List)	---	---				
TOTALS	---	---				

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	George Sollitt	George Sollitt	---	---	N/A
Type of Work	JV Partner	JV Partner	---	---	N/A
Subcontract Price	\$58,893,691	\$24,168,851	---	---	N/A
Amount Uncompleted	\$14,096,565	\$18,145,164	---	---	N/A
Subcontractor	Oakley Const.	Oakley Const.	---	---	N/A
Type of Work	JV Partner	JV Partner	---	---	N/A
Subcontract Price	\$10,195,309	\$6,051,149	---	---	N/A
Amount Uncompleted	\$1,653,149	\$4,680,826	---	---	N/A
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

Affidavit of Uncompleted Work (continued)

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

Howard Strong
Signature

January 22, 2009
Date

Howard Strong
Name (Type or Print)

Representative
Title

Sollitt/Oakley Joint Venture
Bidder Name

790 N. Central Ave.
Address

Wood Dale IL 60191
City State Zip

Subscribed and sworn to before me
this 22nd day of January, 2009

Nancy Planeck
Notary Public



Commission expires: 11/28/09

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

Statement Of Bidder's Qualifications

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

Bidder Sollitt/Oakley Joint Venture

Submitted By Howard Strong

Title 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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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BOONE CLINTON AREA ELEMENTARY SCHOOL

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

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

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

Name	Title
_____	_____
_____	_____

If submitted by a partnership:

- (a) Firm Name
Sollitt/Oakley Joint Venture
- (b) Official Address
790 N. Central Ave., Wood Dale, IL 60191
- (c) Names of all Partners:
The George Sollitt Construction Company
Oakley Construction Company, Inc.

If submitted by an individual:

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

Howard J. [Signature]
Signature of Affiant

Subscribed and sworn to before me this 22nd day of January 2009

Nancy Planeck
Notary Public
My Commission expires: 11/28/09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY 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

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. 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.
3. "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 certifies as follows:

1. This Disclosure relates to the following transaction

: New Construction

Description of goods or services to be provided under Contract

1477 - Boone Clinton Area Elementary School

2. Name of Contractor: Sollitt/Oakley 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:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (Indicate whether paid or estimated)
See Attached			

- 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.

Boone Clinton Area Elementary School Retained Parties:

Name	Business Address	Relationship	Fees
Evergreen Supply Company	9901 S. Torrence Ave. Chicago, Illinois 60617	Supplier	\$340,000
Beckit, Inc.	27992 W. Route 20, Unit 13 Lakemoor, IL 60051	Supplier	\$600,000
Glass Designers, Inc.	10123 S. Torrence Ave. Chicago, IL 60617	Subcontractor	\$945,000
UFP Partners LLC	1115 Molitor Rd. Aurora, IL 60505	Subcontractor	\$285,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1477

BOONE CLINTON AREA ELEMENTARY SCHOOL

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


Signature

February 4, 2009

Date

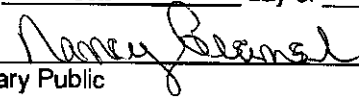
John Pridmore
Name (Type or Print)

Executive Vice President

Title

Subscribed and sworn to before me
this 4th day of February, 2009

(SEAL)


Notary Public

Commission expires: 11/28/09



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1477

PERFORMANCE AND PAYMENT BOND

Contract No. 1477

Bond No. 105166760

KNOW ALL MEN BY THESE PRESENTS, that we, Sollitt/Oakley Joint Venture,
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of
Wood Dale, State of Illinois, as _____ Corporate _____ Principal, and
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

a corporation organized and existing under the laws of the State of CT, with offices in the State of
* IL *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Twenty-Three Million Three Hundred Forty-Three
Thousand Dollars and No Cents (\$23,343,000.00) for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated February 10, 2009, for the fabrication, delivery, performance and
installation of

Boone Clinton Area Elementary School
6700 N. Whipple St, 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. 1477

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Twenty-Three Million Three Hundred Forty-Three Thousand Dollars and No Cents (\$23,343,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1477

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 2/12/2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name _____

BY _____ (Seal)
Individual Principal

Business Address _____

Individual Principal (Seal)

City _____ State _____

CORPORATE SEAL

ATTEST: _____
BY _____
~~Secretary~~ Representative
Title

Sollitt/Oakley Joint Venture
BY _____
~~President~~ Representative
Title

790 N, Central Avenue
Wood Dale, IL 60191

BY _____
One Tower Square
Hartford, CT 06183-6014
Business Address & Telephone (630)961-7002

Travelers Casualty and Surety Company of
Corporate Surety America

Attorney-In-Fact
Title
CORPORATE SEAL

FOR CLAIMS (Please Print):
Contact Name: Todd Baraniak
Business Address: 215 Shuman Blvd., Naperville, IL 60563-8458
Telephone: 630-961-7002 Fax: 866-216-5979

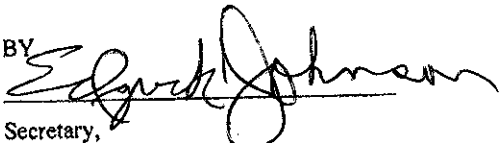
The rate of premium of this Bond is \$ 5.80 per thousand. **
Total amount of premium charged is \$ 135,389.00 **

* 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. 1477

** Must be filled in by the Corporate Surety.

BOND APPROVAL

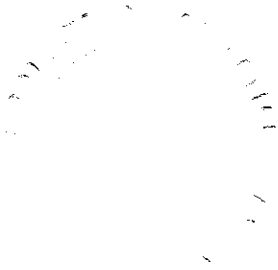
BY 
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, John Pridmore, certify that I am the Secretary ^{Representative} of Sollitt/Oakley Joint Venture, corporation named as Principal in the foregoing performance and payment bond, that Howard Strong ^{Representative} ~~President~~ who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

February
Dated this 16th day of 2009.

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. 002289305

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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

of the City of Milwaukee, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of March 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 26th day of March 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of February, 20 09

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


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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. Contractor's Bid
2. Bid Guarantee
3. Acceptance of the Bid
4. Basis of Award (Award Criteria)
5. Unit Prices (If applicable)
6. Affidavit of Non-Collusion
7. Schedule B – Affidavit of Joint Venture (if applicable)
8. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. Affidavit of Uncompleted Work
11. Proof of Ability to Provide Bond
12. Proof of Ability to Provide Insurance
13. General Contractor's License

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. Financial Statement
2. Disclosure Affidavit
3. Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1477
 BOONE CLINTON AREA ELEMENTARY SCHOOL

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

Cook County Prevailing Wage for December 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER		BLD		41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER		BLD		32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER		BLD 1		43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD 2		42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD 3		39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD 4		38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		FLT 1		47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 2		45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 3		40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT 4		33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY 1		42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 2		41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 3		39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 4		38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY 5		36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS		BLD		29.920	33.590	1.5	1.5	1.5	2.600	2.390	0.000	0.000
PILEDRIIVER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER		BLD		42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER		BLD		38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER		BLD		43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590

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SIGN HANGER	BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER	BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON	BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER	BLD		33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON	BLD		37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON	BLD		38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
TRAFFIC SAFETY WRKR	HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD		38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

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.

EXPLANATION OF CLASSES

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ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable

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through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted);

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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.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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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; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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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 crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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EXHIBIT #2 INSURANCE REQUIREMENT

Boone Clinton Area Elementary School
Contract Number 1477

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability**

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

2) **Commercial General Liability (Primary and Umbrella)**

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

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

3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 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

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Education of the City of Chicago and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

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

6) **Builders Risk**

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

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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.

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Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, Board of Education of the City of Chicago, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission and the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC
SOLLIT-1

DATE (MM/DD/YYYY)
02/11/09

PRODUCER Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle IL 60532 Phone: 630-245-4600 Fax: 630-245-4601	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Sollitt/Oakley Joint Venture c/o George Sollitt Construction Company 790 North Central Avenue Wood Dale IL 60191	INSURERS AFFORDING COVERAGE
	INSURER A: Zurich American Insurance Co	
	INSURER B: Amer. Guarantee & Liability	
	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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO937891904	06/30/08	06/30/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP937891804	06/30/08	06/30/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	AUC937890104	06/30/08	06/30/09	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC925865802	02/20/08	02/20/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		POLLUTION LIAB	CPO1957615	06/30/08	06/30/10	2,000,000	LIAB LIMIT
D		PROFESSIONAL LIAB	EOC596289801	11/14/08	11/14/09	3,000,000	LIAB LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Contract Number 1477, Boone Clinton Area Elementary School
 Primary/Noncontributory Additional Insured on General Liability, Automobile Liability & Pollution and Waiver of Subrogation on General Liability, Automobile & Workers' Compensation in favor of The Public Building Commission, Board of Education of the City of Chicago and City of Chicago

CERTIFICATE HOLDER Public Building Commission of Chicago Richard J. Daley Center Room 200 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Deborah A. Campbell
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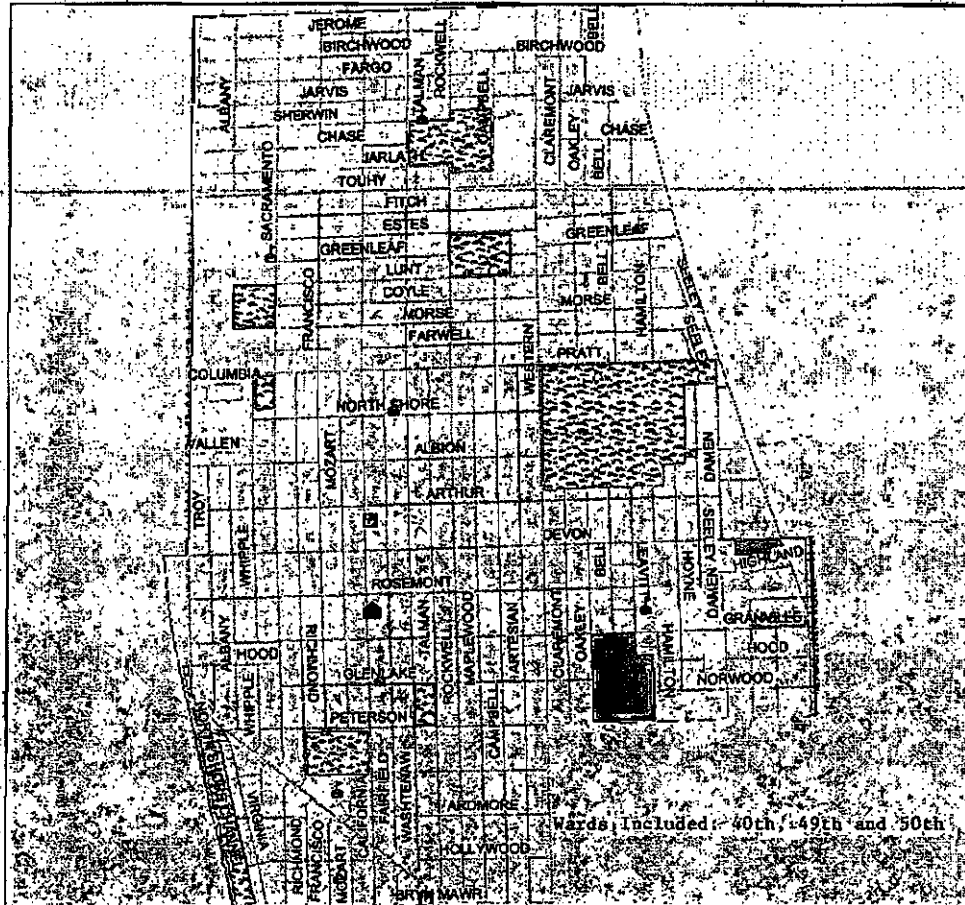
PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1477
BOONE CLINTON AREA ELEMENTARY SCHOOL

EXHIBIT #3 COMMUNITY AREA MAP

Boone Clinton Area School



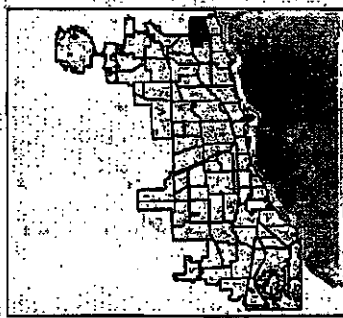
WEST RIDGE



Wards Included: 40th, 49th and 50th

Legend

	Public Buildings		411th Bus Line (Red)
	Post Office		Blue Line (Blue)
	Library		Brown Line
	Police Station		Green Line
	Fire Station		Orange Line
	U.S. Post Office		Pink, Brown, Purple, Orange Lines
	Highway		Pink, Brown, Purple, Orange, Green Lines
	Park		Orange Line
	College		Purple Line
			Red Line (Red)
			Red Line (Blue-Green)
			Red, Purple, Brown Lines
			Yellow Line



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JOINT VENTURE AGREEMENT

This Agreement made and executed this 22nd day of January, 2009, 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 OAKLEY CONSTRUCTION COMPANY, Inc., an Illinois corporation, having its principal place of business at 7815-19 S. Claremont Ave., Chicago, Illinois 60620-5812, hereinafter sometimes referred to as "OAKLEY".

WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Boone Clinton Area Elementary School – Contract No. 1477, 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 OAKLEY 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:
 1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Oakley 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 know-how 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.:

	<u>Percentages</u>
SOLLITT	75%
OAKLEY	25%

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 Oakley 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 25% of the value of the Contract shall be issued to Oakley Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Oakley Construction shall include, but is not limited by, masonry work, steel work, carpentry and miscellaneous general trades. Specific contributions of equipment to be provided by Oakley shall include, but is not limited by,

bobcat, 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. Oakley 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, Oakley will self-perform carpentry work including furnishing and installing hollow metal and wood doors. 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 OAKLEY 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 OAKLEY 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 OAKLEY 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.

(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 OAKLEY.
11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and OAKLEY, 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 OAKLEY 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

OAKLEY

Representative: Howard Strong

Representative: Augustine Afriyie

Alternate: John Pridmore

Alternate: Anthony Kwateng

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 OAKLEY 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 OAKLEY 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 OAKLEY.
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 OAKLEY 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 OAKLEY 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 OAKLEY.

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 OAKLEY 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.

(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 OAKLEY. 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 OAKLEY, 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 OAKLEY may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and OAKLEY 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:

1. If any funds remain, and both SOLLITT and OAKLEY have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
2. If both SOLLITT and OAKLEY have not contributed their required proportions of working capital, but sufficient funds are available, then such funds shall be repaid to SOLLITT and OAKLEY in the amounts contributed by each, less their respective shares of the loss.
3. If both SOLLITT and OAKLEY 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 OAKLEY 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 OAKLEY 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, OAKLEY, 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 OAKLEY 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.
22. Upon the bankruptcy or insolvency of either SOLLITT or OAKLEY 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 to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the

Contract shall thereafter be taken solely by the other party, its Representative and Alternate. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement.

23. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of the Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or permit either party to bid for or to undertake any other contracts for the other party.

24. Neither this Agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in connection with the Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Contract) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

25. All moneys contributed by the parties to this Joint Venture and all moneys received as payments under the Contract or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have


served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.

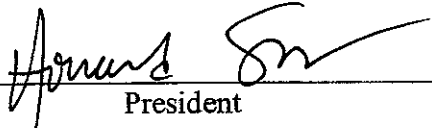
26. Subject to the provisions of Paragraph 25 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.
27. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
28. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notices of change of address is given.
29. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.
30. The business address for this Joint Venture shall be: 790 North Central Avenue, Wood Dale, Illinois, 60191.

In witness whereof the parties have fully executed this Agreement on the day and year first above written.

ATTEST:

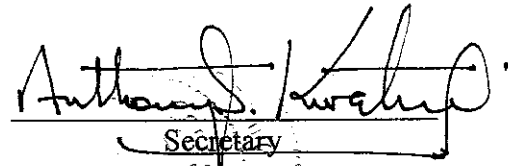
THE GEORGE SOLLITT CONSTRUCTION COMPANY


Secretary

By 
President

ATTEST:

OAKLEY CONSTRUCTION COMPANY, INC.


Secretary

By 
President

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 1 TO CONTRACT NO. 1477
FOR**

**Boone Clinton Area Elementary School
For
New Construction**

DATE: January 16, 2009

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1- Project Information, Instructions To Bidders, And Execution Documents

Change 1: In Book 1, section IV. Delete in its entirety Site Work Allowance pages 15-16 and replace with the revised attachment, Site Work Allowance, dated January 16, 2009.

CHANGES TO BOOK 2-Standard Terms and Conditions for Construction Contracts

Change 2: In Book 2, Article 9. Personnel, section 9.05 Mechanical and Electrical Coordinator, replace to read as;

The Contractor will provide a staff member or members, as necessary, who have the sole responsibility to perform mechanical and electrical coordination, as described in Book 2A – Section 01010 – 2.5 – Mechanical and Electrical Coordinator.

Change 3: In Book 2, Article 16. Payments, section 16.08.2 Release of Retainage. Change 2nd paragraph to read as;

At Substantial Completion. When the Project is Substantially Complete, the Contractor must notify the Commission Representative, in writing, that the Project will be ready for inspection and/or testing on a definite date. Such notice must be given at least **seven (7)** calendar days in advance of said date. If the Commission Representative concurs that the Project will be ready for inspection and/or testing on the date given, the Executive Director and other parties will make such inspection as is convenient for all parties, but within a reasonable period of time. The scheduling of the inspection to determine whether the Project is Substantially Complete shall not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access for the inspection. If the Executive Director finds that the Work is acceptable under the Contract Documents and has been fully and satisfactorily performed on a timely basis, Retainage will be reduced to an amount equal to one percent (1%) of the total Contract value, including any approved change orders; provided that the Contractor has furnished: a) MBE / WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE/WBE stating the final amount

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earned; b) complete certified payrolls; c) documentation of the turn over of "as-built" drawings, record shop drawings, and product data; d) spare stock of materials, spare parts, accessories, special tools, O & M manuals, guarantees, warranties; e) and all other items required by the Contract Documents or the Commission Representative.

CHANGES TO BOOK 2A- Standard Terms and Conditions Procedure Manual

Change 4: In Book 2A, Section 01025, in part 3.5 Substantial Completion Procedures, delete in its entirety subpart C.9.

Change 5: In Book 2A, Section 01400-Quality Control Procedures and Product Standards, Part 3 Execution, subpart 3.4.A delete in its entirety and replace to read as;

A. Readings: Contractor must have the surveyor described above take readings of the work and adjacent property at a minimum number of points as indicated in the schedule below. Additional monitoring points may be established as the Contractor determines to be necessary. Provide a proposed program, in writing, for settlement monitoring prior to the start of excavation or foundation work. Have readings taken weekly until the **Work** is substantially complete.

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 6: Table of Contents:

- A. Under Div 01 – Project Requirements, add: "01510 Temporary Offices", insert (2) pages.
- B. Under Div 02 – Site Requirements, add: "02920 Sod Lawn; (5) pages.
- C. Under Div 02 – Site Requirements, delete: "02930 Fire Lane Grass Seeding, (5) pages from TOC.
- D. Under Div 07 – Thermal and Moisture Protection, add: "07195 Air Barriers", insert (7) pages.
- E. Under Div 16 – Electrical, add: "16800 Electrical Heating Cables", insert (5) pages.

Change 7: Schedule of Drawings:

Revise the Schedule of Drawings as follows:

- A. Under "SITE PREP PACKAGE: FOR REFERENCE ONLY" add the following after SP4.0:
"T-2 – Plat of Topography"
"T-3 – Plat of Topography"
- B. Under "THEATER RIGGING" revise schedule of drawings as follows:
Reorder sheets "TE0.1" and "TE1.0" to follow sheet E8.0 under "ELECTRICAL"

Change 8: Section 01510 - Temporary Offices:
Insert new section in its entirety, (2) pages, attached.

Change 9: Section 02870 - Benches
A. Replace paragraph 2.02, A in its entirety with the following:

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- A. Landscape Forms VILLAGE GREEN model is the basis of design. The following manufacturers and their respective products are deemed acceptable for use where benches are shown on plans. All benches are to be surface mounted and have welded end and center arms.
1. Landscape Forms 'VILLAGE GREEN' model, 70" length, with welded end arms, center arm and a black powdercoat finish. Available from Landscape Forms, (312) 540-9370 or www.landscapeforms.com.
 2. Victor Stanley 'STEEL SITES' model RB-28, 6' length, with welded end and center arms, and a black powdercoat finish. Available from Victor Stanley, (800) 368-2573 or www.victorstanley.com.
 3. DuMor 'BENCH 93', 6' length, with welded end and center arms, and a black powdercoat finish. Available from DuMor Site Furnishings, (800) 598-4018 or www.dumor.com.

Change 10: Section 02872 - Litter Receptacle

A. Replace paragraph 2.02, A in its entirety with the following:

- A. Landscape Forms 'CHASE PARK' model is the basis of design. The following manufacturers and their respective products are deemed acceptable for use where litter receptacles are shown on plans. All models are to be surface mounted.
1. Landscape Forms 'CHASE PARK' 36 gallon model receptacle with side opening, keyed door lock and a black powdercoat finish. Available from Landscape Forms, (312) 540-9370 or www.landscapeforms.com.
 2. Victor Stanley 'STEEL SITES' model A-36, side door receptacle with lid, keyed lock and a black powdercoat finish. Available from Victor Stanley, (800) 368-2573 or www.victorstanley.com.
 3. Conceptual Site's 'URBANE' 36 gallon receptacle with rods, side opening and black powdercoat finish. Available from Conceptual Site, (616) 940-9830 or www.conceptualsite.com.

Change 11: Section 02873 - Bicycle Racks

A. Replace paragraph 2.02, A, in its entirety with the following:

- A. Saris Cycling Group Model 2213 is the basis of design. The following manufacturers and their respective products are deemed acceptable for use where bicycle racks are shown on plans. All bike racks are to be surface mounted.
1. Saris Cycling Group 'MODEL 2213' with surface mounting hardware part 6260 anchor kit and black powdercoat finish. Available from Saris Cycling Group, (800) 783-7257 or www.saris.com.
 2. Huntco 'HP BIKE RACK' model with black powdercoat finish. Available from Huntco, (800) 547-5909 or huntco.com.
 3. FairWeather Site Furnishings 'MODEL BR-3' with black powdercoat finish. Available from FairWeather Site Furnishings, (800) 323-1798 or www.fairweathersf.com.

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- Change 12:** Section 03300 – Cast-In-Place Concrete
- A. Revise paragraph 2.10, D, 1 as follows:
Change "~~no~~ air – entrainment" to "air – entrainment"
 - B. Replace paragraph 3.9,B.1 in its entirety with the following:
"Gymnasium Floors (Floating): Overall value of flatness, F (F) 50; and levelness, F(L) 35; with minimum local values of flatness, F(F) 35; and levelness, F(L) 24 for floating gymnasium floors and other specialty floor areas as required."
- Change 13:** Section 04200 - Unit Masonry:
Revise Paragraph 2.1,C and its sub-paragraphs as follows:
- B. Cast Stone: A combination of white and/or gray Portland Cement, natural sand, marble and/or quartz aggregate and natural and synthetic pigments cast to produce a minimum compressive strength of ~~4,000~~ **6,000** psi and a maximum ~~6~~ **5%** absorption, manufactured with a water repellent admixture, reinforced as required for stresses of transportation, handling and loads imposed by construction where used as lintels. Comply with ASTM C 1364
- Change 14:** Section 07195 – Air Barriers:
Insert new section in its entirety, 7-pages, attached.
- Change 15:** Section 08910 – Aluminum Window Wall:
- A. Revise paragraph 1.3, G, 3 as follows:
Water Penetration: Provide framing systems with no water penetration (excluding operable door edges) as defined in the test method when tested in accordance with ASTM E 331 at an inward test pressure differential of ~~6-24~~ **10.0** lbf. per sq. ft.
 - B. Revise paragraph 1.3, K as follows:
Perimeter Fire-resistive Joint System: Coordinate installation of perimeter fire safing as specified in section ~~07843, "Perimeter Fire Safing"~~ **07841 – Through Penetration Firestop Systems**, with the installation of the curtainwall work.
- Change 16:** Section 09644 - Wood Gymnasium Floor:
Insert the following Paragraph and sub-paragraphs after 3.1, D as follows:
- E. Concrete Substrates: Prepare according to ASTM F 710.**
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.**
 - 2. Alkalinity and Adhesion Testing: Perform tests recommended in writing by manufacturer. Proceed with installation only after substrates pass testing.**
 - 3. Moisture Testing:**
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.**
 - 1) Perform tests so that each test area does not exceed 200 sq. ft. and**

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perform not less than 2 tests in each installation area and with test areas evenly spaced in installation areas.

- b. Perform tests recommended in writing by manufacturer. Proceed with installation only after substrates pass testing.*
- 4. Subfloors shall be free of cracks, ridges, depressions, scale, and foreign deposits.*
- 5. Proceed with installation only after unsatisfactory conditions have been corrected.*
- 6. Flatness/levelness Testing:*
 - a. Two weeks prior to the installation of wood gymnasium floor perform a second F-Number measurement to affirm the results measured for the floating slab under paragraph 3.9 in section 03300 of this Specification.*
 - b. Second F-Number measurement shall include construction joints over the entire slab surface.*
 - c. Wood Gymnasium flooring installer shall be present during entire second F-Number measurement procedure.*
 - d. Areas of floating gymnasium slab that are not in conformance with requirements of paragraph 3.9.B.1 shall be corrected according to paragraph 3.12 of section 03300.*

Change 17: Section 11400 - Food Service Equipment:
Revise as follows:
In the equipment schedule revise Item #12 Exhaust Hood as follows:
add: ***"Exhaust hood to be 8'-0"x4'-6"***.

Change 18: Section 13460 - Water Storage Tank:
Insert the following Paragraphs and sub-paragraphs after 2.2,D and renumber the remaining paragraphs.

- E. Color Display with Level Controls and Datalogger with Ethernet output capability to local computer network.***
 - 1. Include Process controller (Allen Bradley Micrologix 1100 series or Equal) with custom programming by Water Harvesting Solutions, Inc. or equal.*
 - 2. Programming to provide formatted output of daily Volume per Tank, Total Volume of Water Harvested, Total Volume Water Used, Average Volume per Rain Event, Number of Rain Events.*
 - 3. Full Color HMI Model G306K with Ethernet output and custom programming by Water Harvesting Solutions, Inc. or equal.*
 - 4. Provide 2-wire pressure transmitter for each tank (Qty: Provide 2) with 0-5 PSI converted to 4-20mA. Includes stainless steel submersible assembly. Water Harvesting Solutions Model BCO-05 or equal. Ultra Sonic 2 or 3-wire level transmitter with 4-20 mA output acceptable option.*
 - 5. Provide low water shutoff to Ultra Violet Sterilizer System*
 - 6. HMI Display and Process Controller to be mounted in NEMA 4X FRP Enclosure 14" x 12" x 6".*
 - 7. Qty required is 1 total (with data for both tank).*
 - 8. Provide converter and connect to science classroom computer under base*

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contract work.

- F. Ultra Violet Sterilizer with recirculation pump**
1. **Ultra Violet Sterilizer and recirculation pump shall be rated for processing a minimum flow rate of 8 GPM.**
 2. **Qty required is 2 total (1 per tank).**
 3. **Recirculation Pumps shall have 115 VAC 1 phase TEFC motors.**
 4. **Ultra Violet Sterilizer shall be UL Listed and suitable for outdoor use.**
 5. **Ultra Violet Sterilizer shall be protected in a lockable NEMA 12 or 4 rated stainless steel enclosure. Through wall fittings for inlet and outlet shall be provided on Enclosure.**
- G. Non-Potable Water Signage**
1. **Provide 11x17' exterior signage mounted to tank near hoses that water is not for consumption.**
 2. **Qty required is 2 total (1 per tank).**

Change 19: Section 15785 - Air-to-Air Recovery Equipment:
Revise the following paragraphs as indicated.

2.1 PACKAGED ENERGY RECOVERY UNITS

E. Flat Plate Heat Exchanger

E.1: Replace the word '~~polypropylene~~' with '**aluminum**'

G. Blowers

G.2: Delete the word '~~Optional~~'

K. Face and Bypass Defrost Cycle

K.: Replace '~~Face and Bypass~~' with '**Traversing Damper**'

K.1: Replace '~~face and bypass defrost~~' with '**a traversing defrost damper**'

3.3 CONNECTIONS

A. Delete the words '~~Section "Metal Ducts."~~'

Change 20: Section 15950 - Building Automation System:
Revise the following as indicated

1.5 QUALITY ASSURANCE

Insert: "**Automated Logic**

2400 Ogden Ave., Suite 100

Lisle, IL 60532

Contact: Dan Hansen

(630)734-6537

Vendor #35461"

Change 21: Section 16140 - Wiring Devices:
Replace section 16140 – Wiring Devices in its entirety with attached Rev 2: 12/04/08

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Change 22: Section 16730 - Clock Systems:
Revise the following paragraphs as indicated.

1.2 SUMMARY

A.1 – Delete this item.

1.4 SUBMITTALS

A.1 – Delete this item.

1.7 SYSTEM DESCRIPTION

Revise 1.7,A as follows:

~~System shall perform the following functions:~~ ***Clock System is a subset of the School Intercom System (Specification Section 17723). All functions listed below shall be performed by that system.***

2.1 MANUFACTURERS

Insert: the following paragraph after 2.1,A.

“B. Coordinate selection for full functionality with Intercom System selection.”

2.2 MASTER CLOCK

Delete this article in its entirety.

Change 23: Section 16781 - CCTV System and Components:
Revise as follows:

1.2 SUMMARY

A.3, A.4, A.8: Change ~~“(Furnished by Owner, Installed by Contractor)”~~ to read ***“(Provided and Installed by Contractor)”***

Change 24: Section 16800 – Electrical Heating Cables:
Insert new section in its entirety, 7-pages, attached.

CHANGES TO DRAWINGS:

Change 25: Sheet G1.1, Index of Drawings:

Under “SITE PREP PACKAGE: FOR REFERENCE ONLY” add:

- A. “T-2 – Plat of Topography” (For Reference Only), 1-sheet 30”x42” on yellow paper, prepared by Land Surveying Services, Inc. for Rossi Construction, dated 12-12-08, attached.
- B. “T-3 – Plat of Topography” (For Reference Only), 1-sheet 30”x42” on yellow paper, prepared by Land Surveying Services, Inc. for Rossi Construction, dated 12-12-08, attached.

Change 26: Sheet G1.1, Index of Drawings:
Under “THEATER RIGGING” revise schedule of drawings as follows: Reorder sheets “TE0.1” and “TE1.0” to follow sheet E8.0 under “ELECTRICAL”

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- Change 27:** Sheet G1.1, General Notes Permit:
Revise note 6, "All fire ratings indicated..." Add the following sentence after to the end of the note. "Use only flame retardant blocking."
- Change 28:** Sheet G1.1, General Notes Permit:
A. Note 6, add sentence "Use only flame retardant blocking."
B. Add Note 9, "All gypsum board to be Type 'X' unless otherwise noted."
- Change 29:** Sheet G1.1, General Notes – Construction:
A. Add Note 18, "Sprinkler piping to be concealed in stairwells and Library unless noted otherwise."
B. Add Note 19, "ITS drawings are schematic drawings for design intent and placement of components and devices require field coordination and verification prior to placement."
- Change 30:** Sheet G1.2, Accessibility Notes:
Add note: "General note: A minimum of 5% (minimum of one per room with operable windows) of all single-hung operable windows, in rooms where operable windows are provided, shall be equipped with adjustable spring balances to achieve a maximum operational opening force of 5lbs (22.2N) max. A minimum of 5% (minimum of one per room with operable windows) of in-swing zero site line hopper window units installed in window wall shall be operable with 5lbs (22.2N) max. force. Contractor shall provide adjustable balances and operators to conform to this requirement."
- Change 31:** Sheet G1.2, Accessibility Notes:
A. Note 14: Revise reference 3/A8.5 to 2/A8.5.
B. Note 18: Revise reference ASD.1 to C5.0
- Change 32:** Sheet G1.2, Detail 8:
Chalk or Market Board and Tackboard, Revise length dimension from "See Plans (A13.1-A13.3)" to "See Plans (A8.1-A8.12)"
- Change 33:** Sheet G2.1, First Floor Fire Partition Plan:
A. Pump Room 1074, Revise 1 Hr Rating on north wall to 2 hr rating, **See ASK-01**
B. Stair 1, Revise location of 2 hr rating, **See ASK-02**
- Change 34:** Sheet G2.1, Second Floor Fire Partition Plan:
Stair 1, Revise location of 2 hr rating, **See ASK-03**
- Change 35:** Sheet G2.2, Third Floor Fire Partition Plan:
Column line E, Revise location of 2 hr rating between Fan Room 3008 and Computer Lab 3012, **See ASK-04**
- Change 36:** Sheet G2.2, Building Code Matrix,
Item 2.05, Roof Construction, Add Remark, "Class A Roof"
- Change 37:** Sheet C4.0, Utility Plan:

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- A. Water storage tank piping revised to provide a secondary direct downspout connection at each tank, **See CSK-01**
- B. The fire hydrant water main piping has been revised for each hydrant. The connections at Whipple have been eliminated. An 8" water line will exit the building at the pump room and will split to feed each hydrant along the outside of the building. **See CSK-02 & CSK-03**

Change 38:

Sheet ASD.1, Site Plan Details:

- A. Detail 6, Water Storage Tank Diagrammatic Section revised, **See ASK-41**
- B. Detail 7, Water Storage Tank Diagrammatic Plan revised, **See ASK-42**

Change 39:

Sheet A1.1, Student Locker Count – First Floor,

Replace "Total Staff Lockers (1st Floor): 159" to "Total Student Lockers (1st Floor): 159"

Change 40:

Sheet A1.1, General Notes:

Revise note 5, "See Sheet A9.0..." to "See Sheet A9.1..."

Change 41:

Sheet A1.1A, First Floor Plan "A":

- A. Column Line G, Corridor 1026, Revise Partition type "3A" to "6A", **See ASK-05**
- B. Dining Room 1038 and Tray Drop Off 1044 "6a" to "14", **See ASK-06**
- C. Stair 1, Add Note "See Dtl 18/A13.0 for Wall Pattern Coursing Diagram", Typical all floors. Dtl 18 is included as **ASK-40**
- D. Revise partition types at Stair 1 to match revised ratings, walls labeled "6" change to "6a" and walls labeled "6a" change to "6" for wall ratings, typical at Stair 1 first and second floor plans
- E. Corridor Doors, 1045A and 1045B, Revise wall between doors from Partition type "15" to type "14", Typical all floors
- F. Column line 8, Pump Room 1074, Remove Partition tag "3A". This wall should receive only tag "6A".
- G. Column A10, revise detail tag "7/A6.3 SIM" to "6/A6.8 SIM"
- H. Warming Kitchen 1034, move FEC-2 (adjacent to door 1036) east to allow for electrical panel. Add note "Contractor to coordinate location of FEC-2 with electrical panel, see elec dwgs."

Change 42:

Sheet A1.1B, First Floor Plan 'B':

- A. Pre-K/K 1048, North of Column line 7, Revise partition type "6" at Teacher's Wardrobe to partition type "7"
- B. Columns 6A, 6D, and 3A, remove partition type "1A"
- C. Stair 2, Add Note "See Dtl 18/A13.0 for Wall Pattern Coursing Diagram", Typical all floors. Dtl 18 is included as **ASK-40**
- D. Rename "Men's Toilet 2032" to "Unisex Toilet 2032"

Change 43:

Sheet A1.2A, Second Floor Plan 'A':

- A. Column E11, revise detail tag "8/A6.4 SIM" to "3/A6.5 SIM"
- B. Column D11, revise detail tag "12/A6.3 SIM" to "9/A6.3 SIM", add

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dimension to plan for clarity at D11 and D12, see **ASK-07**

- C. Column A.211, revise detail tag "6/A6.6 OPP SIM" to "6/A6.3 SIM"
- D. Column A10, revise detail tag "7/A6.3 SIM" to "6/A6.8 SIM"
- E. Dining Room 1038, Open to below, revise partition tag "6A" on the north and west walls to tag "22"
- F. Staff Room 2022, add enlarged plan tag "2/A8.9" for clarity

- Change 44:** Sheet A1.3A, Third Floor Plan 'A':
- A. Column line E, Fan Room 3008, revise partition tags "6" along east wall to "6a"
 - B. Column line E, Computer Lab 3012, revise partition tag 6a along west wall to "6"
 - C. Column D11, revise detail tag "12/A6.3 SIM" to "9/A6.3 SIM", add 1'-0" dimension to plan for clarity
 - D. Column line 12, Library 3002 and Lobby 3001, Revise partition type "12A" between Library doors 3002A and 3002B to type "24"
 - E. Column A.211, revise detail tag "6/A6.6 OPP SIM" to "6/A6.3 SIM"
- Change 45:** Sheet A1.3B, Third Floor Plan 'B':
Column 4B, revise tag "4/A6.6 SIM" to "12/A6.3 SIM"
- Change 46:** Sheet A1.4A, Roof Plan 'A':
Detail tags revised to indicate correct detail. See revised **sheet A1.4A**
- Change 47:** Sheet A1.4A, Roof Plan 'B':
- A. Detail tags revised to indicate correct detail, See revised sheet **A1.4B**
 - B. Detail 2, Roof Plan Library, Revise notes "2 layers 2" Rigid..." to "1 layer 2" Rigid" to coordinate with wall sections and details, See revised **sheet A1.4B**
- Change 48:** Sheet A2.2A, Second Floor Reflected Ceiling Plan 'A'
- A. Diffusers at Stage Platform 1023 relocated to avoid conflicts with Theater Rigging, see **MSK-XX**
 - B. Diffusers west of column line F.3 in Gymnasium 1021 relocated to avoid conflicts with Theater lighting, see **MSK-XX**
 - C. Add tag "7/A6.14" at column D11 and D12 for clarity
- Change 49:** Sheet A2.3A, Third Floor Reflected Ceiling Plan 'A':
- A. Library 3002, the northwest side of the room should have 2x2 ceiling tiles, See **ASK-08**
 - B. Add tag "7/A6.14" at column D11
- Change 50:** Sheets A3.1 – A3.3, Building Elevations
- A. Keynote Legend, 2, revise color "B2" to "B1"
 - B. Exterior Notes, Revise note 3, "At thru-wall flashing beneath stone sills at all exterior doors and windows provide cotton rope weeps @ 24" O.C. (min two per sill)." To "At thru-wall flashing beneath stone sills provide cotton rope weeps @ 24" O.C. (min two per sill). At all other conditions provide weep hole ventilators @ 24" O.C. unless noted otherwise."
 - C. Sheet A3.1, Revise downspouts and scuppers at water tanks, See **ASK-09**.

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- Change 51:** Sheet A3.3, Building Elevations:
- A. Drawing 1, revise tag "13/A3.4" to "16/A3.4"
 - B. Drawing 1, revise dimension on Yard Storage door from "7'-4" to "8'-0"
- Change 52:** Sheet A3.4, Window Elevations:
- A. Detail 2, revise tag "2/A5.3" to "2/A5.2"
 - B. Detail 2, for clarity, glazing "G2" should be hatched to indicate spandrel glazing
 - C. Detail 8, revise tag "3/A5.1" to "2/A5.4"
 - D. Detail 9, revise tag "2/A5.3 SIM" to "2/A5.2 SIM"
 - E. Delete Detail 13, Not Used
 - F. Detail 23, revise tag "3/A5.4" to "2/A5.7"
- Change 53:** Sheet A4.1 and A4.2, Building Sections
Revise tag in corridors "16/A13.0 TYP" to "17/A13.0 TYP"
- Change 54:** Sheet A4.4, Building elevations
Drawing 1, revise tag "3/A8.5" to "2/A8.5"
- Change 55:** A5.1 – A5.7, Wall Sections
- A. At all CMU parapets, provide closed cell spray insulation to the core of the CMU block above roof line.
 - B. At all metal stud parapets, provide batt insulation above roof line.
 - C. Revise "Typical Wall Construction" for all exterior masonry walls, delete "Bituminous Damproofing" and replace with "Fluid Applied Air Barrier"
- Change 56:** A5.2, Wall Sections
Drawings 1 and 2, details 8 and 9/A6.9 revised to meet permitting requirements, **See ASK-31**
- Change 57:** A5.3, Wall Sections
- A. Drawing 1, Revise T.O. Coping from "53'-8"" to "53'-8 ½""
 - B. Drawing 1, Revise tag "8/A6.16" to "6/A6.16"
- Change 58:** A5.4, Wall Sections
Drawing 1, Revise T.O. Coping from "53'-8"" to "53'-8 ½""
- Change 59:** A5.5, Wall Sections
- A. Drawing 2, details 8/A6.9 and 10/A6.12 revised to meet permitting requirements, **See ASK-31 and ASK-35**
 - B. Drawing 3, Provide additional 2'-0"H fabric panel at stage above panels shown, along full width of stage header
 - C. Drawing 3, Revise note "Stage Rigging...Section 11052" to "Stage Rigging...Section 11062"
 - D. Drawing 3, Revise note "Motorized screen...to extend to 36"..." to "Motorized screen...to extend to 30"..."
- Change 60:** A5.7, Wall Sections:

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Drawing 1, Revise dimension "7'-4" M.O." to "8'-0" M.O.", see **ASK-10**

- Change 61:** Sheets A6.1 – A.20:
- A. Revise "Typical Wall Construction" for all exterior masonry walls, delete "Bituminous Damproofing" and replace with "Fluid Applied Air Barrier"
 - B. At all curtain wall details, sealant should be relocated to behind the snap-on covers.
- Change 62:** Sheets A6.9 - A6.20:
- A. Replace Insulation Note: "2" (min R-12) Foil-Faced Rigid Polyiso Insulation" at Window Wall locations to read: "2" Thermafiber Firespan, Foil-Faced, between vertical mullions."
 - B. At all CMU parapets, provide closed cell spray insulation to the core of the CMU block above roof line.
 - C. At all metal stud parapets, provide batt insulation above roof line.
- Change 63:** Sheet A6.1, Enlarged Details:
- A. Detail 8, Revise masonry to meet fire ratings, See **ASK-11**
 - B. Detail 12, Revise masonry to meet fire ratings, See **ASK-12**
- Change 64:** Sheet A6.2, Enlarged Details:
- A. Detail 8, Revise note "5 5/8" CMU" to "7 5/8" CMU"
 - B. Detail 11 and 12, revise "CMU" to "GFCMU" at some locations, See **ASK-14**
- Change 65:** Sheet A6.3, Enlarged Details:
Detail 5, Revise masonry to meet fire ratings, See **ASK-15**
- Change 66:** Sheet A6.4, Enlarged Details:
Detail 1, 2, 5, Revise masonry to meet fire ratings, See **ASK-16, ASK-17 and ASK-18**
- Change 67:** Sheet A6.5, Enlarged Details:
- A. Detail 1 and 5, Revise masonry to meet fire ratings, See **ASK-19 and ASK-20**
 - B. Detail 6, Revise detail to show condition at west wall for clarity. All other details labeled 6/A6.5 are SIM. to revised detail. See **ASK-21**
- Change 68:** Sheet A6.6, Enlarged Details:
- A. Detail 5, Revise detail to meet fire ratings, See **ASK-22**
 - B. Delete Detail 7, Not Used
- Change 69:** Sheet A6.7, Enlarged Details:
- A. Detail 4, Revise detail to meet fire ratings, See **ASK-23**
 - B. Detail 5, provide 1 5/8" metal studs and 5/8" gyp bd on library side of SGT, See **ASK-24**
 - C. Detail 6, Revise detail to meet fire ratings, See **ASK-25**
 - D. Detail 9, Revise detail to meet fire ratings, See **ASK-26**

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E. Detail 11, show structural bracing for clarity

- Change 70:** Sheet A6.8, Enlarged Details:
- A. Detail 2, Revise detail to meet fire ratings, **See ASK-27**
 - B. Detail 4, Revise detail to coordinate with plans. Remove door jamb and extend cavity wall to the north, **See ASK-28**
 - C. Delete Detail 5, Not Used
 - D. Detail 6, Show bracing for clarity
 - E. Detail 8, Revise detail to meet fire ratings, **See ASK-29**
 - F. Detail 10, Revise detail to meet fire ratings, **See ASK-30**

- Change 71:** Sheet A6.9, Enlarged Details:
- A. Detail 8 & 9, revised to meet fire ratings, **See ASK-31**

- Change 72:** Sheet A6.10, Enlarged Details:
- A. Detail 7, No Fire Proofing required at beams supporting the roof Only
 - B. Detail 7, Revise Typical Roof Construction, "3 Metal Cellular Deck" to "1 1/2" Galv. Metal Deck"
 - C. Provide Perlite insulation in CMU blocks above roof line, typical for all CMU parapets
 - C. Detail 8, Provide spray applied fire proofing at metal bracing

- Change 73:** Sheet A6.11, Enlarged Details:
- A. Detail 1, detail cut off in bid set, **See ASK-32** for clarity. Spray applied fireproofing not required at beams supporting roof only. Provide batt insulation at metal stud parapet, typical for all metal stud parapets.
 - B. Detail 2, 3 & 4, Revise Typical Roof Construction, Revise "1 1/2" Metal Deck" to "2" Galv. Metal Deck"
 - C. Detail 6, provide thru-wall flashing and weeps at lap flashing. **See ASK-33.**
 - D. Detail 9, Provide "5/8" Type X gyp bd. above finish ceiling contin. To bottom of structure", **See ASK-34**

- Change 74:** Sheet A6.12, Enlarged Details:
- E. Detail 10, Provide "5/8" Type X gyp bd. above finish ceiling contin. To bottom of structure", Sim. to **ASK-35**

- Change 75:** Sheet A6.13, Enlarged Details:
- A. Detail 4, Revise note "CMU Bond Beam, See Structural Dwgs." to "Steel Lintel, See Structural Dwgs."
 - B. Detail 9, Revise note "1 1/2" Metal Deck" to "2" Galv. Metal Deck"

- Change 76:** Sheet A6.14, Enlarged Details:
- Detail 1, Revise note "Wall-Mounted Athletic Pad" to "Fabric Wrapped Acoustic Panel"

- Change 77:** Sheet A6.17, Enlarged Details:
- A. Detail 1 & 4, Revise center partition from 6" to 8" GFCMU, **See ASK-36 and ASK-37**

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- B. Detail 2 & 5, For clarity, Graphical show center partition as GFCMU with SGT base per finish plans

- Change 78:** Sheet A6.18, Enlarged Details:
- A. Detail 1, Revise center partition from 6" to 8" GFCMU, See **ASK-38**
 - B. Detail 2, For clarity, Graphical show center partition as GFCMU with SGT base per finish plans

- Change 79:** Sheet A7.1:
Add general note: "Handrail Clarification Note: Wall mounted handrail extension dimensions at top and bottom of all stairs, 1'-0" and 1'-11" respectively, shall be measured from edge of stair nosing to inside face of handrail return at all locations."

- Change 80:** Sheet A7.2:
- A. Add general note: "Handrail Clarification Note: Wall mounted handrail extension dimensions at top and bottom of all stairs, 1'-0" and 1'-11" respectively, shall be measured from edge of stair nosing to inside face of handrail return at all locations."
 - B. Drawings 1 & 2: For clarity, Graphically show wall mounted circular lights at 6'-0" to centerline per electrical dwgs
 - C. Add general note: "See Dtl 18/A13.0 for Wall Pattern Coursing Diagram", Typical all floors. Dtl 18 is included as **ASK-40**
 - D. Drawings 1 & 3, Stair Sections, Add note at first floor door offset "Floor Construction UL Des No U902, 2HR*, *Provide 2HR floor construction and beams at all stair offsets."

- Change 81:** Sheet A8.4:
- A. Add general note: "Handrail Clarification Note: Handrail extension dimensions at top and bottom of all stairs shall be 1'-0" and 1'-11" respectively, measured from edge of stair nosing to inside face of handrail return at each side of stair (all locations)."
 - A. At each side of stage platform, at top of stair add: "Note; provide 3'L x Width of stair applied vinyl or rubber tactile warning strip complying with ANSI A117.1 2003 similar to 7/A7.1."

- Change 82:** Sheet A8.5, detail 2:
- A. Add General note: "General note: Kitchen and Tray Drop-Off equipment is shown for reference only, refer to 'FS' series drawings and Section 11400 for additional information including, but not limited to, type, placement and number of all Food Service Equipment components."
 - B. Add note: "Contractor shall provide and install one soap dispenser and one paper towel dispenser at Kitchen 1034 sink and Served hand sinks, refer to specification for additional information."

- Change 83:** Sheet A8.9, Enlarged Elevation,
Drawing 3, Provide wall mounted cabinet above N.I.C. refrigerator. Add note:
"Contractor to coordinate upper cabinet with owner per N.I.C. refrigerator size." See

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ASK-39.

- Change 84:** Sheet A9.1, Partition Types,
- A. Provide partition type 23: 8" GFCMU w/ SGT Base, Partition has No Rating and terminates min. 4" above finished ceiling height. SGT base is (2) 3 5/8" blocks back to back.
 - B. Provide partition type 24: 6" SGT/GYP BD.: 2 HR Fire Rating UL No U906. Partition is similar to type 21 with SGT in lieu of CMU.
 - C. Delete type "1A"
 - D. Revise all "REF: NCMA TEK 7-1" to "UL No U906"
 - E. Revise Partition 8 to include SGT base w/ (2) 3 5/8" blocks back to back
 - F. Delete type "12A"
- Change 85:** Sheet A10.3
Detail 1, Floor Transition @ Stage, Revise note "Note: See Theater dwgs. for..." to "Note: See Spec Section 09648 for..."
- Change 86:** Sheet A12.1, Door Schedule:
- A. Door 3009, Add remark N17
 - B. Revise the STC rating from 55 to 30 for doors 1080, 2013A, 2013B, 3008A, 3008B, and 3009"
- Change 87:** A12.2, Door Details:
- A. At door types "B" and "B1", delete 5'-0" dimension from floor to center of round vision lite. Lower vision lite so that bottom of visible glass is at 43" AFF, and add dimension "3-7" max. from floor to bottom of visible glazing surface".
 - B. Door Types C, C1, and C2, Add note: "Glazing panel to be limited to 1256 SQ IN max."
- Change 88:** Sheet A13.0, Finish Legend & Details:
- A. Finish Legend, CT1, Revise description "...Keystone shapes color pattern #D325 – Desert Grey" to "...Keystone color patter #D014 – Desert Grey"
 - B. Finish Legend, Brick A1, Add second product description to the Basis of Design, "or Sioux City Brick, Black Hills Smooth"
 - C. Finish Legend, Brick B1, Add second product description to the Basis of Design, "or Sioux City Brick, Cinnamon Iron Spot Colonial"
 - D. Finish Legend, Brick B2, Add second product description to the Basis of Design, "or Sioux City Brick, Grand Canyon Smooth"
 - E. Add detail 18, "Stair Pattern Coursing Diagram", See ASK-40
- Change 89:** Sheet A15.1, Toilet Room General Notes:
- A. Add note: "All flush controls to be mounted on open side of w.c. per ICC/ANSI A117.1-2003 section 604.6 and 604.10.6 requirements."
 - B. Add note: "Per ANSI A117.1 section 604.7 requirements, toilet paper dispenser to be mounted with outlet of dispenser at 15" A.F.F. Maintain min.

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clearance 1 ½" below horizontal grab bar."

- C. Add note: "Per ANSI A117.1 section 604.10.7, at toilet compartments for children's use, toilet paper dispenser to be mounted 14" min – 19" max A.F.F. Maintain min. 1 ½" clearance below horizontal grab bar."
- D. Add note: "Minimum clearances maintained around water closets per ICC/ANSI A117.1 – 2003 requirements."

- Change 90:** Sheet SG.1, Signage Schedule:
General Notes, Add note 3 "Contractor to provide exit plans in each stair per code requirements."
- Change 91:** Sheet FSS, Food Service:
Under electrical schedule, item #29 dish washer, change to 120/208 volts, 48 amps, 3w+ G.
- Change 92:** See sheet **S1.1A** for the following changes:
- a. The section designation 19/S4.1 along column line G between 11.9 and 12.9 should be pointing North not South.
 - b. Section designation 19A/4.1 should be placed along column line G between 11 and 11.9 and between 12.9 and 13.5.
 - c. Section designation 20/S4.1 at the South Platform stair should be pointing North not East.
 - d. Plan B has been added.
 - e. Firetrol columns should be identified for columns B/13 from 3-R, B/14 from 2-R and C.5/14 from 3-R.
- Change 93:** See sheet **S1.2A**, The dimension from column H / 11 to the South edge of the stair number 3 opening should be changed from 10'- 0 1/8" to 10'- 0 3/4".
- Change 94:** See sheet **S1.3A** for the following changes:
- a. The dimensions and framing around stair number 3 bounded by column lines G, H, 9.5, and 11 should be revised.
 - b. The bracing along column line 13.5 between G and H should be noted as 7/S3.1
 - c. Firetrol columns should be identified in note 13.
- Change 95:** See sheet **S1.3B** for the following changes:
- a. Revise number of studs from 12 to 16 at two beams between column lines 2 and 3.
 - b. Note no. 10 should read. S1are slabs with 6 ¾" normal weight concrete with 2 layers of 6 x 6 w1.4 x w1.4 wwf. over 2 "- 18 ga. galvanized composite metal deck (8 ¾" total depth). Metal deck should be shored during construction.
 - c. The slab designation RD1 will be taken off the plan.
- Change 96:** See sheet **S1.4A** for the following changes:

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- a. At the Partial Roof Plan along column line 14, a W8 column should be indicated with its flanges parallel to column line 14 and placed 13'- 1 1/2" East of column C.5. This column comes up from the third floor and is shown on drawing S1.3A.
- b. Revise joist and beam marks to designations indicated on revised Roof Framing Plan 'A'.
- c. Add note no. 10. SP joists are to be designed for the snow drift loadings shown on sheet S0.2.

Change 97: See sheet **S1.4B** for the following changes:

- a. Revise joist and beam marks to designation indicated on revised Roof Framing Plan 'B'.
- b. Add note no. 6. Sp joists are to be designed for the snow drift loadings shown on sheet S0.2.

Change 98: See sheet **S4.1** for the following changes:

- a. There are dimensional changes for section 19A.
- b. The overall height of the stair should be changed from 2'-9 1/8" to 3'-1 1/8" on section 20
- c. Sections 17, 18 and 25 have been added.
- d. Eliminate 12" of compacted granular fill under typical footings as base contract work

Change 99: See sheet **S5.2** for the following changes:

- a. Add section 7A bubble next to 7.
- b. Take the elevation +180'-0" off section 4.

Change 100: See sheet **S5.3**, Section 2 should be revised.

Change 101: Sheet M1.1A, First Floor Ventilation Plan 'A':

1. Dining Room - humidity sensors (2) added. *See Sketch MSK-01.*
2. Keyed notes 8 - Corrected air volume KE-1 to 1,750 CFM. *See Sketch MSK-01.*
3. Stage - Thermostat added. *See Sketch MSK-10.*
4. Stage - Return duct with grilles added. *See Sketch MSK-10.*

Change 102: Sheet M1.2A, Second Floor Ventilation Plan 'A':

1. Removed CO2 sensors (2) from 2041 and 2042 classrooms. *See Sketch MSK-02.*
2. Corrected exhaust fan to EF-7 from EF-1. *See Sketch MSK-02.*
3. Gym/Stage Supply Diffusers relocated and Duct size increased from 12 to 14". *See Sketch MSK-03.*
4. Keyed Notes No 10 & 11 added. *See Sketch MSK-03.*
5. Stage ducts and diffusers relocated. *See Sketch MSK-12.*
6. Supply motorized damper added. *See Sketch MSK-12.*
7. Return duct w/ fire damper added. *See Sketch MSK-12.*

Change 103: Sheet M1.3A, Third Floor Ventilation Plan 'A':

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1. VAV 4-31; Diffuser S1 (400 CFM) moved close to window. *See Sketch MSK-4.*

- Change 104:** Sheet M2.1A, First Floor Piping Plan 'A':
1. LP Natural Gas to Kitchen removed. *See Sketch MSK-09.*
- Change 105:** Sheet M2.2A, Second Floor Piping Plan 'A':
1. Corrected riser name from 6" CHWS & R to 6" HWS & R. *See Sketch MSK-05.*
 2. Corrected pipe sizes. *See Sketch MSK-05.*
- Change 106:** Sheet M2.3A, Third Floor Piping Plan 'A':
1. Corrected HWS & R piping size from 4" to 6". *See Sketch MSK-06.*
- Change 107:** Sheet M4.0, CHW, HW, & Gas Piping Diagrams:
1. Added natural gas pressure to gas piping diagram. *See Sketch MSK-07.*
 2. Kitchen gas removed. *See Sketch MSK-07.*
- Change 108:** Sheet M5.0, Mechanical Schedule:
AHU Schedule – Remarks added. *See Sketch MSK-11.*
- Change 109:** Sheet M5.1, Mechanical Schedule:
1. Refrigeration Schedule – Compressor location added. *See Sketch MSK-08.*
 2. Refrigeration Schedule – Kitchen equipment added. *See Sketch MSK-08.*
- Change 110:** Sheet P0.0, Plumbing General Notes:
1. Added Insulation Note: *See Sketch PSK-01.*
- Change 111:** Sheet P0.2, Plumbing Details:
1. Added Triple Oil Basin: *See Sketch PSK-02.*
- Change 112:** Sheet P0.3, Plumbing Details:
1. Added Triple Oil Basin Detail: *See Sketch PSK-03.*
 2. Revised Water Service Detail: *See Sketch PSK-04.*
- Change 113:** Sheet P1.1A, First Floor Suspended Plumbing Plan 'A':
1. Added Triple Oil Basin to First Floor: *See Sketch PSK-05.*
- Change 114:** Sheet P1.3A, Third Floor Suspended Plumbing Plan 'A':
1. Added Oil Vent Piping trough Mechanical Room: *See Sketch PSK-06.*
 - 2.
- Change 115:** Sheet FP1.1A, First Floor Fire-Protection Plan 'A':
1. Addition of Fire Meter. *See Sketch FSK-01.*
- Change 116:** Sheet E1.1A, First Floor Lighting Plan 'A':
- A. Exit sign relocated per permitting comments. *See sketch ESK-10.*
- Change 117:** Sheet E2.1A, Second Floor Lighting Plan 'A':
1. Power connections and controls for motorized bleachers and backboards were removed from the Gymnasium Room 1021.
 2. Keyed note #23 added to coordinate height of TV outlet and TV power in NW corner

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of Gymnasium Room 1021 above height of adjacent door.

3. ACE enclosure in Building Engineer Room 1029 relocated for clearance.
4. Service notes for ACE enclosures in room 1029 and 1012 revised.
5. Fire alarm pull stations added/relocated per direction by CPS.
6. Motor EPP-1 moved from panel ELP2-1 to transformer TR-NC per direction by CPS.
7. All receptacles fed from panel TP1-1 (stage receptacles) were changed from duplex receptacles to quad receptacles (total of 10).
8. Updated power connections and disconnect switches to the following pieces of kitchen equipment: K-2, K-3, K-11, K-12, & K-29.
9. Added/revised keyed notes #20, #23, & #24.
10. Kitchen gas shut-off switch and connection to solenoid valve deleted, to coordinate with mechanical changes.
11. Added power connection to and conduit routing for water tank recirculation system.
12. Screen switch, mic station, and outlet relocated to coordinate with mechanical changes.

- Change 118:** Sheet E2.2A, Second Floor Power & Systems Plan 'A':
1. Fire alarm pull stations added/relocated per direction by CPS.
 2. Power and data revised per CPS direction at teaching station in room Science Lab – 12004.
- Change 119:** Sheet E2.3A, Third Floor Power & Systems Plan 'A':
1. Fire alarm pull stations added/relocated per direction by CPS. **See Sketch ESK-01.** Added De-icing Control Panel, and keyed note #12. **See Sketch ESK-02.**
- Change 120:** Sheet E2.4A, Roof Power & Systems Plan 'A':
1. Added De-icing Connections on winter downspouts, and keyed note #3. **See Sketch ESK-03.**
- Change 121:** Sheet E4.0, Electrical Riser Diagram:
1. New feeder and location of EPP-1 shown on riser.
 2. Disconnect switch to feed EPP-1 added to secondary side at TR-NC.
 3. Revised circuit breaker size in MSB-2.
 4. Revised feeder size for panel KP1-1.
- Change 122:** Sheet E5.2, Electrical Schedules:
1. Kitchen Equipment Schedule updated for equipment K-2, K-11, & K-29. Note B added at end of schedule. **See Sketch ESK-04.**
- Change 123:** Sheet E5.4, Electrical Schedules:
1. Panel ELP2-1 updated to replace motor EPP-1 with spare circuit. **See Sketch ESK-05.**
- Change 124:** Sheet E5.5, Electrical Schedules:
1. Panel KP1-1 updated to indicate changes to circuits feeding equipment K-2, K-11, and K-29. Lockable circuit breaker note added at end of schedule. **See Sketch ESK-11.**
- Change 125:** Sheet E5.6, Electrical Schedules:
1. Panel RP1-1 updated to replace motorized backboard and bleacher circuits with spare

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circuits. *See Sketch ESK-06.*

Panel RP1-1 updated to indicate added water tank recirculation system circuit. *See Sketch ESK-06.*

- Change 126:** Sheet E5.7, Electrical Schedules:
1. Panel RP3-3 updated to indicate added de-icing circuit. *See Sketch ESK-07.*
2. Panel TP1-1 updated to indicate new loads on stage receptacle circuits. *See Sketch ESK-07.*
- Change 127:** Sheet E6.2, Electrical Details – 2:
1. Detail #5 “Kitchen Hood Ansul System Wiring Schematic” updated to remove kitchen gas supply valve contactor, to coordinate with mechanical changes. *See Sketch ESK-12.*
- Change 128:** Sheet E6.9, Electrical Details – 9:
1. Detail #9 “CCTV Responsibility Matrix” updated per CPS direction. *See Sketch ESK-08.*
- Change 129:**
Sheet E7.1, Enlarged Electrical Plans:
1. Enlarged Plan #2 updated with new fire alarm pull stations per direction by CPS. *See Sketch ESK-09.*
Enlarged Plan #2 shows disconnect switch added in ATS Room 2012 for feed to EPP-1. *See Sketch ESK-09.*
- Change 130:** Sheet E8.0, Telecommunications – Device Count Schedule:
1. Add sheet E8.0. Sheet lists the telecommunications device count schedule.
- Change 131:** Sheet E8.1, Telecommunications – Device Count Detail-1:
1. Add sheet E8.1. Sheet details the quantity and location of all telecommunications devices.
- Change 132:** Sheet E8.2, Telecommunications – Device Count Detail-2:
Add Sheet E8.2. Sheet details the quantity and location of all telecommunications devices.
- Change 133:** Sheet E8.3, Telecommunications – Device Count Detail-3:
Add Sheet E8.3. Sheet details the quantity and location of all telecommunications devices.
- Change 134:** Sheet TE0.1, Auditorium Lighting:
One Line Diagram and Schedules: In Detail 12, revise House and Worklight fixture types to SV, See TSK-01.

QUESTIONS & ANSWERS:

- Q1.** I was wondering when the last day for RFI's is? I did not see anything regarding the date for RFI's in the specs.
- A1.** The PBC will accept RFIs throughout the bidding process. The PBC encourages all pre-qualified GCs to submit any RFIs as early in the process as possible to enable the PBC to

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provide answers in a timely manner.

- Q2.** Reference: Book 3, Volume 1 Table of Contents
- a. The table of contents does not include section 02920 Sod Lawn however; the specification section is included in the body of the book 3, volume 1. Please clarify.
 - b. The table of contents includes section 02930 Fire Lane Grass Seeding however the specification does not exist in the body of book3, volume 1. Please clarify.
- A2.** The TOC was revised to include section 02920 and deletes section 02930.
- Q3.** In regard to S1.3B: The slab is indicated as RD1 which represents roof deck of 3"-20 GA galvanized whereas key note 1 instructs all slabs are 3 ½" light weight concrete over 2" 18GA composite Galvanized metal deck. In terms of consistency with north half of slab, S1 in lieu of RD1 seems appropriate. Please verify which is correct.
- A3.** S1.3B states, " RD1 typical deck span direction." RD1 will be deleted and it will read " Typical deck span direction ".
- Q4.** Several site utility contractors have told us the City of Chicago installs all fire hydrants and related piping and not the contractor. Please confirm since this Project has fire hydrants located on the site.
- A4.** There are two fire hydrants located within the contract limits, an 8" water line will exit the building at the pump room and will split to feed each hydrant along the outside of the building. All work including but not limited hydrant and assorted piping shall be provided and installed by the General Contractor as specified in Bid Documents, CSK-02, and CSK -03.
- Q5.** Can you provide the quantity of stock piled top soil available on site?
- A5.** The topsoil stockpile contains approximately 650 cy of material. The final stockpile quantities shall be verified in field by the General Contractor. The General Contractor is responsible for all hauling and disposal of unused portions of stockpile material. Refer to bid documents for stockpile reuse requirements. (see sheet C0.1 and the Site Prep As-Builts).
- Q6.** I was wondering if it is still possible to submit a bid for the cast stone for this project as an alternate supplier (we are not currently listed in the specification document). Thank you.
- A6.** No Substitutions
- Q7.** Does the Contractor have to submit a letter verifying AISC certification requirement for the steel fabricator at the time of bid?
- A7.** GCs are not required to submit the certifications that have been called out in the specs at the time of their bid submission. The selected GC must present for approval to the PBC

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all sub-contractors they propose to utilize throughout the project. The certifications must be included with Request for Sub-Contractor Approval. PBC retains the right to accept or reject proposed sub-contractors.

- Q8. What is the start of construction?
A8. It is our intent to issue an NTP by 02/24/09.

ATTACHMENTS:

Book 1	Bid Form
Book 1	Site Work Allowance
Book 3, V1	01510 Temporary Offices
Book 3, V1	07195 Air Barriers
Book 3, V2	16140 Wiring Devices
Book 3, V2	16800 Electrical Heating Cables
Drawings	T-2, 1 page (24"x36" format), dated 12-12-08, FOR REFERENCE ONLY
Drawings	T-3, 1 page (24"x36" format), dated 12-12-08, FOR REFERENCE ONLY
Drawings	CSK-01, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	CSK-02, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	CSK-03, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-01, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-02, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-03, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-04, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-05, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-06, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-07, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-08, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-09, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-10, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-11, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-12, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-13, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-14, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-15, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-16, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-17, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-18, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-19, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-20, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-21, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings	ASK-22, 1-page (8-1/2"x11" format), dated 01.14.09

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Drawings ASK-23, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-24, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-25, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-26, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-27, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-28, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-29, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-30, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-31, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-32, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-33, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-34, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-35, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-36, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-37, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-38, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-39, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-40, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-41, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ASK-42, 1-page (8-1/2"x11" format), dated 01.14.09

Drawings A1.4A, 1-page (30"x42" format), dated 01.14.09
Drawings A1.4B, 1-page (30"x42" format), dated 01.14.09

Drawings S1.1A, 1-page (30"x42" format), dated 01.14.09
Drawings S1.2A, 1-page (30"x42" format), dated 01.14.09
Drawings S1.3A, 1-page (30"x42" format), dated 01.14.09
Drawings S1.3B, 1-page (30"x42" format), dated 01.14.09
Drawings S1.4A, 1-page (30"x42" format), dated 01.14.09
Drawings S1.4B, 1-page (30"x42" format), dated 01.14.09
Drawings S4.1, 1-page (30"x42" format), dated 01.14.09
Drawings S5.2, 1-page (30"x42" format), dated 01.14.09
Drawings S5.3, 1-page (30"x42" format), dated 01.14.09

Drawings MSK-1, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-2, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-3, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-4, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-5, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-6, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-7, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-8, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-9, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-10, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-11, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings MSK-12, 1-page (8-1/2"x11" format), dated 01.14.09

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Drawings PSK-1, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings PSK-2, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings PSK-3, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings PSK-4, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings PSK-5, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings PSK-6, 1-page (8-1/2"x11" format), dated 01.14.09

Drawings FSK-01, 1-page (8-1/2"x11" format), dated 01.14.09

Drawings ESK-01, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-02, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-03, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-04, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-05, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-06, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-07, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-08, 1-page (11"x17" format), dated 01.14.09
Drawings ESK-09, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-10, 1-page (8-1/2"x11" format), dated 01.14.09
Drawings ESK-11, 1-page (11"x17" format), dated 01.14.09
Drawings ESK-12, 1-page (8-1/2"x11" format), dated 01.14.09

Drawings E2.1A, 1-page (30"x42" format), dated 01.14.09
Drawings E2.2A, 1-page (30"x42" format), dated 01.14.09
Drawings E4.0, 1-page (30"x42" format), dated 01.14.09
Drawings E8.0, 1-page (30"x42" format), dated 01.14.09
Drawings E8.1, 1-page (30"x42" format), dated 01.14.09
Drawings E8.2, 1-page (30"x42" format), dated 01.14.09
Drawings E8.3, 1-page (30"x42" format), dated 01.14.09

Drawings TSK-01, 1-page (8-1/2"x11" format), dated 01.14.09

END OF ADDENDUM NO.1

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**ADDENDUM NO. 2 TO CONTRACT NO. 1477
FOR**

**Boone Clinton Area Elementary School
For
New Construction**

DATE: January 21, 2009

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 1: Table of Contents:

- A. Under Div 02 – Site Requirements, add: "02116 Underground Storage Tank Removal", insert (12) pages.

Change 2: 02116 - Underground Storage Tank Removal:
Insert new section in its entirety, (12) pages, attached.

Change 3: 09410 – Terrazzo:
Revise section 09410 as follows:
Add subparagraph 3 to 1.2,E as follows:
3. Credit MR 5.1: For products manufactured within a 500 mile radius of the project.

Revise paragraph 2.1,E as follows:
E. Finishing Grout: Epoxy resin with filler and pigments, ~~as recommended by matrix manufacturer~~ **to match color of epoxy resin terrazzo matrix.**

Revise paragraph 2.3,A and its subparagraphs as follows:
A. Crack Isolation Membrane: Two-component, 100% ~~acrylic-modified cementitious~~ **solid, flexible epoxy** membrane designed to ~~bridge cracks up to 1/8"~~ and suppress reflective cracking in epoxy terrazzo flooring. Provide primer recommended by manufacturer for concrete **substrate.**

1. Elongation: ~~545~~ **140-160%** ASTM D412
2. Tensile Strength: ~~242~~ **1200** psi ASTM D412
3. Shear Bond to Epoxy Flooring: ~~240~~ **300** psi ASTM C482
4. Hardness: ~~70-80 Shore A~~ **70-80 Shore A** ASTM D2240, **using shore A durometer**
5. **Impact Resistance: 16ft. lbs. ASTM D2794**
6. Manufacturer: Same as epoxy terrazzo.

Revise paragraph 2.3,C and its subparagraph as follows:
C. Control or Expansion Strips: ~~Double or split units, 1/8" wide, of same material and color as the divider strips. Provide 1/8" wide filler of same depth as strips, laminated between the strips.~~

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1. ~~Control Joint Filler: Black neoprene.~~

Control or expansion strips: Separate double L-type angles, positioned back to back with minimum 1/8" width between area. Fill area between strips with flexible epoxy joint filler. Match material, thickness, and color of divider strips and depth required for topping thickness indicated

Revise paragraph 3.3,C as follows:

~~C. Provide control joints where indicated, by installing angle type divider strips back to back, with neoprene rubber filler cemented between strips, flush with finish floor.~~ **Provide control joints where indicated, by installing back to back L-angle type divider strips, with flexible epoxy joint filler between strips.**

CHANGES TO DRAWINGS:

Change 4: Sheet A6.9, Enlarged Details:
Detail 7, Revised fascia detail at roof. **See ASK-01**

QUESTIONS & ANSWERS:

- Q1.** Can you tell me who is to supply the Horizontal Hose Reel and Hose noted on detail 7/ASD.1?
- A1.** Clarified and revised in Addendum 1.
- Q2.** Can you clarify if the striping in the crosswalks is thermal-plastic or just paint?
- A2.** The striping at Whipple should be paint as indicated. CDOT has reviewed and approved the plans as shown.
- Q3.** Doors #1080, 2013A, 2013B, 3008A, 3008B, & 3009 are listed to have a STC55 Rating. This rating usually requires special hardware such as cam hinges. Please confirm these are to be STC55 and advise if hardware should be changed.
- A3.** Clarified and revised in Addendum 1.
- Q4.** Which items listed on sheet A15.1 are owner supplied. Specifically are items, (D1, H1, R1, D2, D4,H2, J2, D3, J3 , H3) owner supplied. If so please provide model # for each item.
- A4.** All toilet fixtures and accessories on sheet A15.1 are G.C. supplied with the exception of toilet paper dispensers. Refer to specifications for model numbers.
- Q5.** Specification section 07515, 2.6, B calls out the use of various SBS cab sheet materials to be utilized as a roof system interply sheet. May 2-plyies of

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mopped in place type V1 fiberglass roofing felts be utilized as interplies as this is the roof system manufacturers typical 20 year roof system for work.

A5. This is acceptable.

Q6. Please provide structural details for the concrete pads which support the two (2) exterior storm storage tanks.

A6. As indicated on civil sheet C5.0.

Q7. The Specification book contains Section 02920 – Sod Lawns which does not appear in the Specification Index.

A7. Clarified and Revised in Addendum 1.

Q8. Please provide a detailed narrative description of what is included in the CCTV allowance.

A8. The CCTV allowance will be used to purchase all CCTV items designed as "Furnished by Owner", as indicated in the sketch ESK-08 (Refer to addendum 1, dated January 16th 2009. All CCTV items designated as "Furnished by Contractor" shall be included in contractors' base bid, and all CCTV items designated as "Installed by Contractor" shall be included in the contractors' base bid.

Q9. Please provide a detailed narrative description of what the Data Switch Allowance is and specifically what does it include.

A9. The Data Switch allowance is for the purchase and installation of equipment outlined to be provided by CPS on "MDF Rack Equipment" table on E6.6, and Bid Documents.

Q10. Is the Telecommunications' cable required to be in conduit?

A10. Yes. Refer to Specification 17250.

Q11. Is the contractor responsible for outside backbone cable? If so where can we locate the spec for the cable in the RFP?

A11. No. the Utility companies are responsible for their cabling feeds to the building/transformer. Refer to Sheet ES0.1.

Q12. The MMTV spec, states that all cable goes back to the MDF, What is required at the head end?

A12. Refer to Sheet E6.6, Detail 7.

Q13. Are all Concentrator boxes new?

A13. Yes.

Q14. Detail 3 on A13.6 shows colored zinc numbers inset into the terrazzo floor.

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Are these numbers and letters to be solid zinc or filled with terrazzo? Please clarify.

A14. Solid Zinc

Q15. Should Stair # 3 be precast terrazzo or traffic coating? Please clarify.

A15. Traffic coating

Q16. Is it acceptable to have a thin terrazzo divider strip at; the planets perimeter, Saturn's rings for separating colors of terrazzo, and also separating the two colors of planets such as Uranus (Front, Shadowed Back)? Please clarify.

A16. AOR worked with terrazzo manufacturer to determine constructability of the design. Divider strips are acceptable at "crisp" lines such as Saturn's rings and planet shadows. For Jupiter, it is the design intent to have the planet's discoloration "bleed" onto other terrazzo colors. At these locations, it would not be acceptable to use divider strips.

Q17. CFM and neck size schedule set-up on drawing M5.0 for supply and return diffusers does not coincide with what is shown on the drawings. They vary in a lot of places. Which one is correct? Neck and connection sizes both will change.

A17. The Register and Diffuser Schedule w/neck sizes on Sheet M5.0 are correct and should be used.

Q18. Duct sizes as laid out do not meet not #35 as listed on drawing M0.0. Return duct sizes are shown as 14"x8" on drawing M1.1A for 1920 CFM is sized for 0.9"/100 feet instead of 0.08" per note #35. Please advise as we cannot check all the duct sizes during bidding process.

A18. Duct sizes on Sheet M1.1A were corrected per CPS Guidelines. **See attached MSK-01.**

Q19. Looking at the opening schedule key notes, N6 is applied to doors with automatic operators. The doors with that key note are: D1001A, D1001B, D1001C, D1001D, and D1001E, all of which are in Vestibule 1001, for a total of 5 doors with operators. However, looking at the plans, the architect indicates automatic doors in Vestibule 1059 as well as 1043. Also note that doors D1001A thru D1001D are all EXTERIOR doors in vestibule 10001, and D1001E is a single interior door. The way the "opening" schedule has it, all four exterior doors at Vestibule 1001 will open when the push plate is activated, only to have just ONE of the four interior doors open.

A19. The following doors should have "N6" : Vestibule 1001, 1001D & 1001H, Vestibule 1046: 1046C & 1046F, Vestibule 1062: 1062C & 1062F

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- Q20.** Reference: Window Shades – the reflected ceiling plans, finish legend and plans and the building sections reference the window shades however we cannot locate specific callouts for the locations required. Please clarify.
- A20.** Manual window shades shall be provided at all Classrooms, Offices, Exam Rooms, and Administration windows. Motorized window shades shall be provided at all Gymnasium, Library, and Dining room windows.
- Q21.** Reference: building floor expansion joints – details 10, 11 and 12 on dwg A 6.19. We cannot find specific call outs for each type of joint on the floor plans. Additionally, section 15 – 15C on dwg. S 5.3 doesn't detail the slab recess required for these joints per the architectural drawings. Please clarify.
- A21.** Section 15-15C includes the note, "See architectural drawings for expansion joint details". Architectural drawings indicate that the slab depression is per the manufacturers details. Contractor should refer to finish plans and reflected ceiling plans for locations of finishes. Expansion joint details are included on sheets A6.19 and A6.20 and are labeled based on finish material.
- Q22.** Aacer Flooring, LLC (MFMA Mill #97) requests to be included in the list of pre-approved manufacturers for Boone/Clinton Elementary School Project for wood gymnasium flooring.
- A22.** No substitutions.
- Q23.** Details 3 & 4 on A7.1 indicate 42" high guardrail on the mid-level landings of stair #1. Section 1 on sheet A7.2 indicates that only one of the mid-landings is to receive a section of 42" high guardrail. Which is correct? The same question applies for stair #2. If the guardrail is only required at one location per stair, please provide the size of angles indicated to support the cast stone window sill (2/A7.2), which would replace the 42" high guardrail.
- A23.** The sections on A7.2 show the correct placement of the guardrails at the stair landings in front of the windows. The first floor window has a high sill and therefore a guardrail is not required.
- Q24.** Pages A13.6 and A13.7 describe terrazzo lettering as colored zinc numbers or letters. Are the letters and numbers to be terrazzo filled, solid zinc, or a colored metal material "anodized" red, blue, etc.?
- A24.** The lettering should be solid zinc.
- Q25.** At the library high roof, 2/A1.4B indicates the tapered insulation to be ¼" per foot slope. Roof note #1 on A1.4B says the tapered insulation should be 1/8" per foot.
- A25.** The tapered insulation should be ¼" per foot.
- Q26.** Please confirm 1/8" per foot tapered insulation is required on the entrance roof.
- A26.** The entrance roof indicates that tapered insulation should be ¼" per foot.
- Q27.** Please confirm the location, if any, of the temporary roof described in 07517-3.5.
- A27.** Not Required.

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- Q28.** Drawings 13/A3.4 and 16/A3.4 are the same frame but 13 has G4 and 16 has G3 glazing. Drawing 1/A3.3 column 14 is frame 13 but shows G3 glazing which should be frame 16. Please clarify would there be a frame 13 or 16 whichever is not used?
- A28.** Clarified in Addendum #1.
- Q29.** A12.1 Door Schedule, doors 1021A and 1021 state aluminum, 1/A3.1 has keynote 14, thermal broken hollow metal. Please clarify if this is aluminum or hollow metal.
- A29.** 1021A and 1021B should both be hollow metal doors.
- Q30.** 1/A3.1 – what marks are aluminum window wall, second frame above hollow metal doors at columns D.5 – E.1 and F3 – G?
- A30.** See wall section 1/A5.6 for clarification.
- Q31.** Door type C1/A12.2 could not be located. Please clarify.
- A31.** Door C1 is not used.
- Q32.** Can schedule 10 black pipe be used for the fire protection mains? The drawings state all schedule 40 pipe, but the specifications state schedule 10 pipe is acceptable.
- A32.** Schedule 10 black pipe CAN be used for roll-grooved mains.
- Q33.** Can extended coverage sprinkler heads be used per NFPA requirements?
- A33.** Extended coverage sprinkler heads can NOT be used.
- Q34.** Are the values of the allowance figured in M/WBE or separate?
- A34.** M/WBE are computed on the base bid amount including allowances.
- Q35.** A question about insurance has been brought up by our agent. Exhibit #2 Insurance Requirement, #2 Commercial General Liability ... it states, "Coverage must include the following: All premises and operations ... and contractual liability with no limitation endorsement." What exactly is the PBC looking for with a "no limitation endorsement"? Could you please define.
- A35.** The clause "contractual liability with no limitation endorsement" clarifies that any wording other than the existing limitations in the most recent edition of the ISO CG 0001, Commercial General Liability form are not acceptable.
- Q36.** Door 3005 on A12.1 states aluminum with aluminum frame. Elevation 1/A3.1, third floor between column D.5 – E.1 has keynote 14 hollow metal. Please clarify.
- A36.** Door 3005 should be hollow metal.

CLARIFICATIONS:

- C1.** The site was enrolled with the Illinois EPA Site Remediation Program and a "No Further Remediation" was issued in 2002. Contractor should dispose of all materials requiring removal from the site, including imported stone during site preparation work, at a licensed Subtitle D landfill. All materials removed from the site should be completed according to Section 02316. Prior to importing any materials from off-site source, the Contractor should provide analytical results of such materials in

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accordance with the requirements of Section 02318.

ATTACHMENTS:

Specifications 02116 Underground Storage Tank Removal dated 01/16/09

Drawings ASK-01 dated 01/16/09

Drawings MSK-01 dated 01/14/09

END OF ADDENDUM NO. 2

SECTION 02116

UNDERGROUND STORAGE TANK REMOVAL

PART 1 - GENERAL

1.1 Summary

- A. **Work Summary:** The work under this section consists of the removal, decommissioning, and destruction of underground storage tanks (USTs) discovered on CPS properties including but not limited to school property grounds, landscaped areas, playgrounds, ball fields, parkways, stadiums, and parking lot areas. The Contractor shall perform the work under this section in accordance with all Federal, State, County, and Local Rules and Regulations including but not limited to Illinois EPA, United States Environmental Protection Agency (USEPA), Illinois Office of the State Fire Marshal (OSFM), and Occupational Safety and Health Agency (OSHA) regulations. Appendix A, Suspect Underground Storage Tank Information, provides a list of USTs suspected of being present at the site, if any. If an underground storage tank is discovered during demolition/construction activities, the Contractor shall perform the following:
1. Submit the UST removal application to the City of Chicago Department of Environment within 48-hours of discovering the UST. The Owner's Representative will provide the Contractor with all required information to secure the UST removal permit.
 2. Coordinate the UST removal schedule with the City of Chicago Department of Environment and the Chicago Fire Department.
 3. Pump-out and dispose of product and sludge prior to removal of the UST from the site. Pump-out contaminated water and other miscellaneous liquids that may be present in the UST basin.
 4. Remove and dispose of all of the UST piping, equipment, electric conduit, and accessories related to the UST.
 5. Clean tank interior and dispose of tank washwater as special waste.
 6. Excavate and stockpile materials that may be present around the UST. The Contractor may temporarily store excavated materials at the site. Such material may not be stored on site for more than 30 days unless directed otherwise by the Owner's Representative. Regardless of the duration excavated materials are stockpiled, excavated materials shall be placed on and covered by 6-mil polyethylene visqueen. The Contractor shall also provide a 12" to 18" berm around the stockpile.
 7. Backfill the UST excavation using approved backfill material in accordance with project specifications. All backfill material imported to the site shall not exceed the parameters listed in Appendix B, Section 742, Table A: TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742. Excavated materials determined to be suitable for backfill could be used as backfill in the vicinity of the UST basin excavation. The Contractor shall refer to the Architect/Engineer specifications for definition of suitable backfill materials.
 8. If excavated material or soil requires off-site disposal, the Contractor shall collect and analyze representative soil sample for waste stream authorization. The sample shall be analyzed for the parameters required by the disposal facility. The Contractor shall secure all required permits for excavated material and soil disposal at a permitted Subtitle D Landfill site within 10 calendar days of the UST removal.
 9. The Contractor shall prepare waste manifests for the Managing Environmental Consultant's (MEC) signature prior to loading excavated materials and soils into hauling trucks. The Contractor shall provide copies of all daily reports, weight tickets,

receipts, and waste manifests for the contaminated soil removal to the Owner's Representative and the MEC within 7 days of removing excavated materials and soils from the site.

10. Backfill and compact excavation areas using approved backfill materials that do not exceed the parameter values as listed in Appendix B, Section 742, Table A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742. The Contractor shall provide documentation for each source of backfill materials certifying that backfill does not exceed parameter values as listed in Appendix B, Section 742, Table A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742.

1.2 Definitions

- A. IEPA: Illinois Environmental Protection Agency.
- B. Backfill: Granular or cohesive material that does not exceed the parameter values as listed in Appendix B, Section 742, Table A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742 utilized to backfill the UST excavation to grade prior to the replacement of the paved surface.
- C. CPS: Chicago Public Schools
- D. Connected Piping: All underground piping including valves, elbows, joints, flanges, and flexible connectors attached to the UST system through which regulated substances flow.
- E. Excavation Zone: The volume containing the tank system and backfill material bounded by the ground surface, walls, and floor of the pit and trenches into which the UST system is placed at the time of removal.
- F. Hazardous Substance UST System: An underground storage tank system that contains a hazardous substance defined in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (but not including any such substance regulated as a hazardous waste under subtitle C) or any mixture of such substances and petroleum, and which is not a petroleum UST system.
- G. Hazardous Waste: as defined by:
 1. 40 CFR Part 261;
 2. Illinois Environmental Protection Act 415 ILCS 5/3.220; and Section 809.103 of Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board.
 3. Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580,
- H. Heating Oil: Petroleum that is No. 1, No. 2, No. 4-light, No. 4-heavy, No. 5-light, No. 5-heavy, and No. 6 technical grades of fuel oil; other residual fuel oils (including Navy Special Fuel Oil and Bunker C); and other fuels when used as substitutes for one of these fuel oils. Heating oil is typically used in the operation of heating equipment, boilers, or furnaces.
- I.IDOT: Illinois Department of Transportation.
- J. Liquid Trap: Sumps, well cellars, and other traps used in association with oil and gas production, gathering, and extraction operations (including gas production plants), for the purpose of collecting oil, water, and other liquids. These liquid traps may temporarily

collect liquids or subsequent disposition or re-injection into a production or pipeline stream, or may collect and separate liquids from a gas stream.

- K. Managing Environmental Consultant (MEC): The entity that will perform environmental oversight on the behalf of the Chicago Public Schools.
- L. Manifest: Manifest means the form provided or prescribed by IEPA and used for identifying name, quality, routing, and destination of special waste during its transportation from point of generation to the point of disposal, treatment, or storage.
- M. Motor Fuel: Petroleum or a petroleum-based substance that is motor gasoline, aviation gasoline, No. 1 or No. 2 diesel fuel, or any grade of gasohol, and is typically used in the operation of a motor engine.
- N. Noncommercial Purposes: With respect to motor fuel means not for resale.
- O. Non-hazardous Special Waste: as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 809: Non Hazardous Special Waste Classifications; Subpart A: General Provisions; Section 809.103.
- P. OSHA: Occupational Safety and Health Administration.
- Q. Operator: Any person in control of, or having responsibility for, the daily operation of the UST system.
- R. Owner's Representative (OR) OR Construction Manager (CM) The person or entity designated as the official representative of the owner in connection with a project.
- S. Petroleum UST System: An underground storage tank system that contains petroleum or a mixture of petroleum with *de minimis* quantities of other regulated substances. Such systems include those containing heating oils, motor fuels, jet fuels, distillate fuel oils, residual fuel oils, lubricants, petroleum solvents, and used oils.
- T. Pipe or Piping: A hollow cylinder or tubular conduit that is constructed of non-earthen materials.
- U. Pipeline Facilities (including Gathering Lines): New and exciting pipe rights-of-way and any associated equipment, facilities, or buildings.
- V. Regulated Substance: includes but is not limited to petroleum and petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading, and finishing, such as motor fuels, jet fuels, distillate fuel oils, residual fuel oils, lubricants, petroleum solvents, and used oils. This includes:
 - 1. Any substance defined in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 (but not including any substance regulated as a hazardous waste under subtitle C), and
 - 2. Petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).
- W. Remediation Area: Remediation Area means any area on site where underground storage tanks, soils that exceed the parameters listed in Appendix B, Section 742, Table

A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742, or special waste and/or non-hazardous special waste are present.

- X. Release: Any spilling, leaking, emitting, discharging, escaping, leaching or disposing from an UST into surface/subsurface soils, groundwater or the environment.
- Y. Residential Tank: A heating oil tank located on residential property used primarily consumptive use.

1.3 Submittals

- A. The Contractor shall submit copies of the following to the OR a minimum seven (7) calendar days prior to scheduling a UST removal:
 - 1. Equipment and methods for adjacent structure protection and UST removal procedures prior to start of any Work.
 - 2. Proof of OSHA training in compliance with the Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120) for workers who will be involved in the UST and contaminated soil removal.
 - 3. Name and address of the Illinois Environmental Protection Agency certified laboratory which will be used by the Contractor to perform the analytical testing prior to starting work.
 - 4. Contractor's Site-Specific Health and Safety Plan. The plan shall comply with all OSHA requirements. The plan must be submitted to the OR within 10 calendar days of issuance of the Notice-to-Proceed (NTP). The work shall be performed under the direct supervision of a trained experienced site supervisor. The plan should at a minimum include the following:
 - a. Name key personnel and alternates responsible for site safety.
 - b. Describe the risks associated with each operation conducted.
 - c. Type of personnel training and responsibilities and to handle the specific hazardous situations they may encounter.
 - d. Describe the protective clothing and equipment to be worn by personnel during various site operations.
 - e. Describe any site specific medical surveillance requirements.
 - f. Describe the program for the periodic air monitoring, personnel monitoring, and environmental sampling if needed.
 - g. Describe the actions to be taken to mitigate existing hazards to make the work environment less hazardous.
 - h. Define site control measures including a site map.
 - i. Establish procedures for personnel and equipment and transporting trucks to ensure that impacted soils are not tracked off site on to non-impacted areas of the site.
 - j. Set forth the site Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized (i.e., decontamination procedures and respirator fit testing).
 - k. Set forth a Contingency Plan for the safe and effective response to emergencies.
 - 5. Operating licenses and permits for each special waste hauler and details of hauling routes from the site to the disposal facilities.
 - 6. Copies of all daily reports, transport manifests, disposal receipts and treatment records. Copies will be required on a weekly basis.
 - 7. Any air sampling data collected during the course of the Work, including OSHA compliance air monitoring.

8. Disposal information for any soil, product, sludge, tank washwater, and liquid removed from the site. This information should include, at a minimum, the following:
 - a. Facility name, address, and telephone Number.
 - b. Site Contact.
 - c. Permit Number.
9. Copies of UST(s) removal permit.
10. Copies of waste characterization analytical results for disposal of contaminated soil, product, sludge, tank washwater, and contaminated groundwater within one calendar day.
11. Certificate of Destruction from a steel reclamation facility within seven (7) calendar days after the tank removal.
14. Prior to backfilling, provide copies of analytical results of backfill materials verifying that the backfill does not contain contaminant values that exceed the parameters listed in APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742.

1.4 Project Conditions

- A. Conditions of USTs: Chicago Public Schools assumes no responsibility for actual condition of the storage tank to be removed. Location and conditions of existing USTs are unknown at this time.
- B. Condition of Piping and Conduit: Chicago Public Schools assumes no responsibility for actual condition of piping and conduit to be removed.
- C. Contractor is totally responsible for handling and removal of all materials associated with UST(s) removal as required by Federal, State and local regulations.
- D. Salvage Items: Reuse of items is not allowed unless specified otherwise. Storage tanks are to be rendered unusable before removing from job site.
- E. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the applicable governing agency and the OR. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.
- F. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost. Work shall be performed to the satisfaction of OR and the MEC.
- G. Utility Services: Maintain existing utilities and protect against damage during removal operations. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by OR. Provide temporary services during interruptions to existing utilities, as acceptable to the Chicago Public Schools, and the OR.

1.5 Quality Control

- A. The removal of UST system(s) is governed by local, state and federal regulations and/or guidelines, which include, but are not necessarily limited to, the following:
 1. City of Chicago Code and Regulations.

2. USEPA, 40 CFR Part 280, Vol.53 No. 185, dated September 23, 1988 or latest version.
3. Title 41: Fire Protection Chapter I: State Fire Marshal, Parts 160, 170 and 180, Subpart A, dated April 1990 or latest version
4. National Fire Protection Association Code.
5. All other USEPA, IEPA, City of Chicago, Illinois Department of Transportation (IDOT), and OSHA regulations.

1.6 Recordkeeping

- A. The Contractor shall provide documentation of labor, equipment, materials, and laboratory analysis used for the removal and disposal of soils and liquids to the O R and MEC on a weekly basis.

1.7 Coordination of Work

- A. The Contractor shall coordinate and schedule the performance of work with the least disruption as possible to the daily site activities.
- B. The Contractor shall obtain a permit to remove the tank from the site from the City of Chicago Department of Environment (CDOE) and Chicago Fire Department (CFD) within 48-hours of the discovery of any UST(s). The Contractor shall also schedule and coordinate the presence of the CFD and CDOE's representative on site the scheduled day of tank removal. The tank must not be removed from the ground without the CDOE and CFD representatives being present on site.
- C. The Contractor shall provide the OR and the MEC advance written notice (minimum 48-hours) of the anticipated removal date. The Contractor must coordinate all UST removal activities with the OR, and the MEC.
- D. The Contractor shall cooperate with and coordinate work progress with the O R, and the MEC. Soils excavated from the UST basin shall be stockpiled near the excavation or at an area deemed suitable by the OR and MEC. The OR and MEC will inspect the stockpile soil and determine if the soil will be removed from the site or used as backfill. The Contractor shall assist the MEC with the use of its machinery and operator to inspect and obtain soil samples from the open excavation beneath or adjacent to the former location of the underground tank. The Contractor shall also visually inspect the underground storage tank for his own records. The Contractor shall record or otherwise document the closure activities. The cavity will be backfilled with excavated soil and/or gravel that does not exceed the parameters listed in APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742. the same day after removal and sampling activities unless directed by the Owner's Representative to do otherwise.

1.8 Special Requirements

- A. Qualifications
 1. The UST Contractor(s) shall be fully experienced and knowledgeable in the safe work procedures and regulatory requirements for removing, cleaning and disposal of underground storage tanks in accordance with all applicable Federal, State, and Local regulations.

2. The UST Contractor(s) shall be capable of performing all work including providing necessary services, equipment, tools, labor and material for the removal, cleansing and disposal of underground storage tank and piping containing heating oil, and or petroleum, including the restoration of the site work area. The Contractor shall be capable of providing contingency services upon encountering soils or liquids that exceed the parameters listed in APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742 when so directed by the OR and/or the MEC.
3. The UST Contractor(s), Subcontractor(s) and their employees shall be thoroughly trained in the safe work practices, procedures and regulatory requirements applicable to the removal, cleaning and disposal of underground storage tank systems containing heating oil and/or petroleum. The UST Contractor(s), Subcontractor(s) and their employees will be responsible for removal, cleaning and disposal of tanks and associated soils, liquids and piping shall be properly trained and hold current certifications. The UST Contractor(s), Subcontractor(s) and their employees on site shall have received a minimum of 40 hours of health and safety instruction in accordance with OSHA 29 CFR part 1910.120(e).
4. The UST Contractor(s) must be currently registered with the Office of the Illinois State Fire Marshal as a Remover of Underground Storage Tanks (Decommissioning) in accordance with Illinois Administrative Code, Title 41: Fire Protection, Chapter 1: Office of the State Fire Marshal, Part 170: Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances, as amended.

1.9 Protection of Facilities

1. The Contractor shall protect existing structures, services and utilities against damage. Exercise care to protect any and all of the Owner's, Property Owner's and adjacent property including equipment, buildings, landscaping and fencing. Any damage shall be repaired to the satisfaction of the Owner, Property Owner or the Owner of the adjacent property at the Contractor's expense.
2. The Contractor shall, in writing, bring to the attention of the OR and the MEC any obstacles, impairments or other items that may prohibit the performance of work at least 72-hours prior to the start of work,
3. The Contractor shall take all necessary precautions to protect structures, equipment, pavement, walks, utilities, etc. against movement or settlement during the course of work.

PART 2 - PRODUCTS

2.1 Removal of Tank Contents

- A. The Contractor shall furnish all necessary materials and equipment complying with Federal, State County, and Local Rules and Regulations to fulfill the scope of work described herein.

2.2 Tank Removal

- A. The Contractor shall furnish all necessary materials and equipment complying with Federal, State County, and Local Rules and Regulations to fulfill the scope of work described herein.

2.3 Removal and Disposal of Contaminated Soils at a permitted Subtitle D Landfill Site

- B. The Contractor shall furnish all necessary means, products, tools, and equipment required to fulfill the scope of work described in the Specifications 02316 and/or 02317 as applicable for this Project.

2.4 Backfill Materials

- A. The backfill material shall be consistent of the requirement of the Architect/Engineer specifications. The backfill material shall not exceed the parameter values as listed in Appendix B, Section 742, Table A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742.

PART 3 - EXECUTION

3.1 UST Contents Removal Procedures

A. Pump out tank contents:

1. Drain product from piping back into the tank, taking care to avoid spilling product. Using only explosion proof pumps or hand pumps.
2. Pump any existing fuel into temporary aboveground storage tanks. Do not pump sludge or water into temporary aboveground storage tanks.
3. Remove petroleum products, sludge, water, and liquid wastes from the tank. The suction hose shall be maneuvered along the tank bottom so that the maximum possible quantity of liquid is stripped from the interior.
4. Liquids shall be temporarily stored in above ground IDOT-approved containers or may be pumped directly into a tank truck for immediate disposal if the determination is made in advance. Waste removal from the site shall be performed only by properly licensed waste haulers in strict accordance with IEPA guidelines, including requirements for testing, laboratory analysis and manifesting. Coordinate location of temporary storage with the OR and the MEC.
5. Residue from tanks, which may have contained leaded gasoline, shall be treated with caution. Tank residues shall be disposed of in accordance with all applicable state and federal laws and regulations. Provide documentation of the proper disposal of all tank product and wastes to the OR and the MEC.

3.2 UST Removal Procedures

A. Purge storage tanks of flammable and combustible gases:

1. Observing all required safety precautions, disconnect all piping and compounds, except for the vent pipe, which is to remain connected until purging is completed. Temporary plug all other openings so that all vapors will be forced through the vent opening. Vapors shall be purged by one of the several methods listed in API/1604-87.
2. Instrument for detecting and measuring Low Explosion Limits (LEL) and oxygen levels shall be maintained and operate continuously at the job site at all times when work is being performed in areas which are or may become hazardous. Instrument shall be properly calibrated according to the manufacturer's specifications and checked and maintained accordingly.

3. OSHA standards for confined space entry and hazardous material regulations shall be strictly followed.
 4. Disconnect and remove existing electrical lines to USTs pumps.
- B. Excavate above and around the UST(s):
1. Remove and dispose of all pavement, concrete and debris associated with the UST.
 2. The Contractor shall be responsible for locating all existing utilities, which will be encountered during removal operations. The Contractor shall protect the utilities as required to complete the work.
 3. Excavate soil above and around tanks. Excavating area shall be large enough to uncover the profile of the tank and piping to complete removal.
 4. Soils that exceed those parameters as listed in Appendix B, Section 742, Table A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742 shall be disposed of in accordance with Section 02316 and/or 02317 as applicable.
- C. Storage tank removal:
1. Check tanks for combustible gases. Purge tanks again as necessary.
 2. Remove all associated tank piping, and tank hold down components including straps and concrete dead-man.
 3. Remove tank in accordance with API recommended practice 1604.
 4. After tanks have been removed from the ground, place the tank on a stable level surface for inspection.
- D. Storage tank cleaning:
1. Cut holes in tanks using non-sparking tools to facilitate tank cleaning. Only cold cut equipment shall be used. The total surface area of all the holes shall be a minimum of 2% of the total surface area of the tank, or minimum of 9 square feet each opposite side or end. The Contractor shall have fire extinguishers on-site during cutting of tanks.
 2. Clean tanks in accordance with API recommended practice 2015.
 3. UST(s) removed from the excavation zone shall be cleaned on-site the day of removal. The tank will then be temporarily stored on-site until proper disposal arrangements are made.
- E. Disposal of tank cleaning washwater:
1. The Contractor shall submit samples of tank cleaning washwater and sludge to an independent laboratory for analysis as required by disposal facility. Submit copies of the analytical report and chain-of-custody form to the OR and the MEC.
 2. Transporter of tank cleaning washwater and sludge shall be an Illinois licensed special waste hauler. The disposal facility shall be approved by the IEPA.
 3. The Contractor shall prepare manifests required for transportation and disposal of washwaters and sludge. Submit copies of manifests to the OR and the MEC.
- F. Disposal of storage tanks:
1. All tanks will be taken to an appropriate disposal facility (e.g. scrap steel reclaimed or landfill). Tanks will not be retained by the Contractor or reused in any manner.
 2. Tanks shall be labeled with legible letters at least two inches high, as follow: TANK HAS CONTAINED (name of product)

NOT VAPOR FREE
NOT SUITABLE FOR STORAGE OF FOOD
OR LIQUIDS INTENDED FOR HUMAN
OR ANIMAL CONSUMPTION
DATE OF REMOVAL:(month/day/year)

In addition, tanks which have or may have contained leaded fuels shall be labeled as:

TANK HAS CONTAINED LEADED GASOLINE
LEAD VAPORS MAY BE RELEASED IF
HEAT IS APPLIED TO TANK SHELL

3. Tanks, piping and components shall be removed from the site on the same day the site is excavated. If transportation on the day of removal is not possible, materials shall be secured on-site until disposal agreements are made.
4. Provide a certificate of destruction signed by the Contractor and a representative of the disposal/recycling facility to the OR and the MEC.
5. The excavation must be securely fenced to prevent access by unauthorized personnel until backfilled per Specification 02318.

G. Storm Water Run-on/Run-off and Dewatering

1. The Contractor shall implement surface grading, pumping and/or combination of silt fence, sandbags, tarpaulins, plastic sheeting, and movable straw bales, as approved by the OR and the MEC, to prevent storm water runoff from entering the Tank Remediation Area.
2. Storm water that has come in contact with any portion of the contaminated soil as a result of the Contractor's failure to prevent contact with excavated soils or the excavation will be collected and disposed of at the Contractor's own expense, or as determined by the OR and the MEC.

H. Soil Removal and Disposal

1. All excavation shall be performed in accordance with OSHA requirements and guidelines.
2. The Contractor shall excavate a maximum 2 feet around the USTs basin for the UST removal. The MEC will determine the extent of soils present that exceed the parameters listed in Appendix B, Section 742, Table A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742, if present, at each UST basin. The extent of soil removal shall not extend beyond the proposed construction limit.
3. The Contractor shall collect a sufficient amount of representative soil samples for laboratory analysis to obtain a waste stream authorization from the disposal facility.
4. The Contractor shall submit the soil samples to the laboratory and pay for the cost of analyzing the constituents required by the disposal facility.
5. The MEC may collect soil samples for laboratory analysis or field Photo- ionization Detector (PID) screening. The Contractor shall provide the necessary equipment and manpower to assist the MEC in collecting soil samples at no additional cost to the Owner.

3.3 Disposal of Materials

- A. General: Remove daily from site accumulated debris, rubbish, and other materials resulting from piping and dispenser removal activities.
- B. Removal: Dispose of materials removed from site in accordance with the 35 IAC regulations. Transport and legally dispose of all materials and equipment. Comply with manifest regulations of all removed and disposed equipment and materials. Materials that shall be removed include, but are not limited to, the following:
 - 1. Underground Storage Tanks.
 - 2. Piping.
 - 3. Soils and sludges.
 - 4. Paving materials, including but not limited to concrete and asphalt.
 - 5. Product from storage tank and piping, and tank cleaning washwater.
 - 6. Free product and liquids if encountered during the USTs removal process.
 - 7. Liquids /water from excavation and dewatering operations.

3.4 Site Assessment

- A. Upon removal of the UST(s), the MEC may conduct a site assessment and collect soil samples as needed. A representative of the City of Chicago Department of Environment (CDOE) will also render an opinion as to whether a release has occurred.
- B. In the event that no release is confirmed, the Contractor shall complete removal of the tank, disposal of the tank, and backfill the excavation.
- C. In the event that a release is confirmed, the Contractor shall complete removal of the tank, dispose of the tank and excavate contaminated soil as determined by the Owner's Representative.
- D. The excavation shall remain open until the sampling is completed. The Contractor is responsible for providing fencing and access control to prevent unauthorized access to the excavation by unauthorized personnel in accordance with applicable rules and regulations.

3.5 Backfilling of the Excavation

- A. The Contractor shall not backfill excavation areas without approval of the OR and the MEC. If the Contractor backfills the excavation area without obtaining approval from the OR and the MEC, the backfill materials shall be excavated, transported and disposed of at a permitted Subtitle D Landfill, if required, at the Contractor's own expense.
- B. The UST basin shall be backfilled in accordance with the project specifications or as directed by the OR. The Contractor shall utilize on-site suitable materials or imported granular CA-6 stone consistent with Illinois DOT gradation that does not exceed the parameters as listed in APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO); 35 ILL. ADM. CODE 742. Compact backfill materials in accordance with the project specification.
- C. For each off-site source of backfill materials, the Contractor shall provide to the OR and the MEC laboratory analyses and certification that the imported materials do not contain contaminant parameter values above those in APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO); 35 ILL. ADM. CODE 742. For samples from virgin sources, one representative sample must be

analyzed for Appendix B, Section 742 Table A parameters. For samples from recycled sources, one sample per 1,000 tons of material must be analyzed for Appendix B, Section 742 Table A parameters. The date of the analytical results shall be within 60 day of importing such material to the site.

- D. Site Restoration: Restore the site according to the Architect/Engineer design plan, or as directed by the OR.

3.6 Dust Control

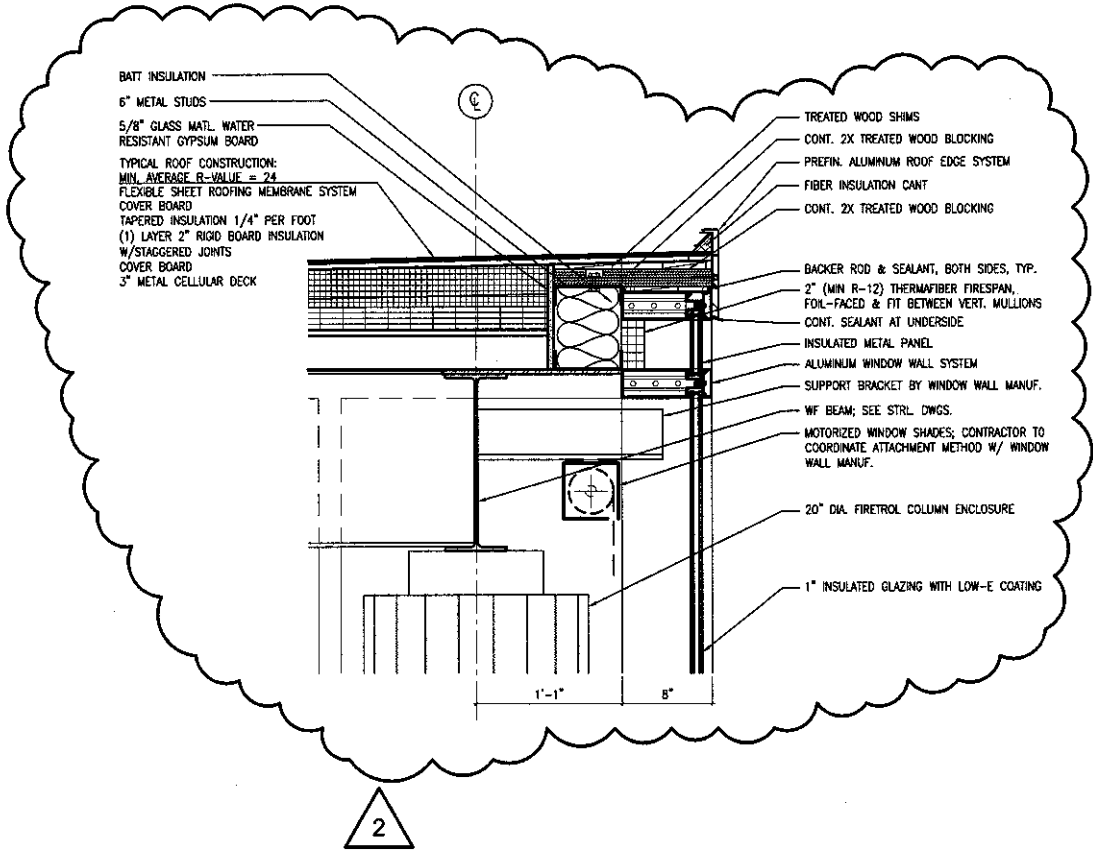
- A. The Contractor shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.

PART 4 - PAYMENT

4.1 Contract Pricing

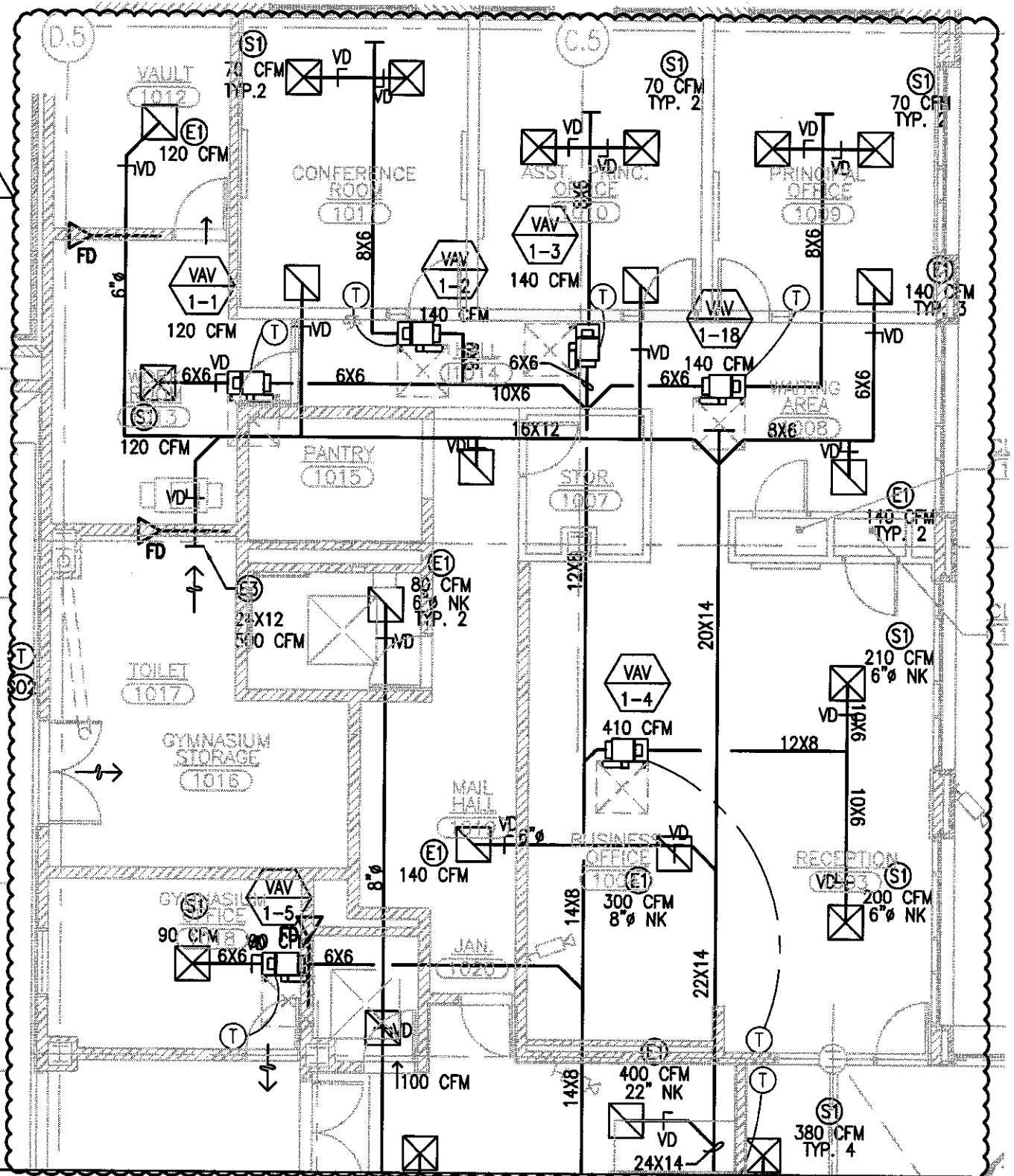
- A. Pricing shall be in accordance with the contract documents.

END SECTION



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<p>MULLER+MULLER architects</p> <p>Muller+Muller, Ltd. 700 N Sangamon St Chicago, IL 60642</p> <p>v 312.432.4180 f 312.432.4184</p>	<p>PROJECT: BOONE CLINTON AREA ELEMENTARY SCHOOL</p> <p>SMNG-A NO.: 0719</p> <p>PBC NO.: CPS 33</p> <p>CONTRACT NO.: 1477</p> <p>ISSUE: ADDENDUM 2</p> <p>TITLE: SECTION DETAIL</p> <p>COMMENTS: ADDENDUM TO DRAWING 7 ON SHEET A6.9 SCALE: 3/4" = 1'-0"</p>	<p>ISSUE DATE: 01.16.09</p> <p>ASK-01</p> <p>PAGE 1 OF 1</p>
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architects

PROJECT: BOONE CLINTON AREA ELEMENTARY SCHOOL

ISSUE DATE: 01.14.09

SMNG-A NO.: 0719

PBC NO.: CPS 33

CONTRACT NO.: 1477

ISSUE: ADDENDUM 2

TITLE: FIRST FLOOR VENTILATION

COMMENTS: ADDENDUM TO SHEET M1.1A

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