

PRC

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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. 1479**

**POWELL REPLACEMENT ELEMENTARY SCHOOL  
7511 S. SHORE DRIVE  
NEW CONSTRUCTION  
PROJECT #05070**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

Room 200  
 Richard J. Daley Center  
 50 West Washington Street  
 Chicago, Illinois 60602  
 312-744-3090  
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**JUN 10 RECD**

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

**JUNE 2008 (Rev.1)**

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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:

**POWELL REPLACEMENT ELEMENTARY SCHOOL  
7511 S. SHORE DRIVE  
NEW CONSTRUCTION  
PROJECT #05070**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, construction of a new 104,958 sf building, with the capacity for 900 students. Powell Replacement Elementary School will implement the "C" shaped prototype building with three floors and will consist of traditional classrooms as well as art and music classrooms, computer lab, a gymnasium, library, kitchen, dining room and various support spaces. The site includes new underground utility work, and site development.
  - 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: \$23,883,056.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 7<sup>th</sup> Ward, Alderman, Sandi Jackson

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6. For purposes of the project community hiring requirement and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the South Shore community areas 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](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Documents Available at: Cushing Co, 420 W. Huron Street, Chicago, IL, attn: Carolyn Clark, tel: 312-266-8228.
9. Online Construction Documents Available at: <http://dfs.cushingco.com/pbc.htm>
10. Pre-Bid Meeting Date, Time, and Location: **Tuesday, March 17, 2009** at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. \*Mandatory Technical Review Meeting for invited Pre-qualified Bidders: **Tuesday, March 24, 2009 at 10:00AM, in room CL115**  
**\*NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. Bid Opening Date and Time: **Wednesday, April 8, 2009 at 2:00PM**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$500,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**

**B. Time of Completion**

Substantial Completion of the Work must be achieved no later than **(443)** 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.

**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

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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](http://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](mailto: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 2<sup>nd</sup> 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

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

#### **Q. Withdrawal of Bids before Bid Opening**

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

#### **R. Opening of Bids**

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

#### **S. Evaluation of Bids**

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.

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

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**W. Licensing**

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

**X. Award Of Contract; Rejection Of Bids**

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, April 21, 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. 1479, 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, 2, 3, 4 and 5

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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.

PUBLIC BUILDING COMMISSION OF CHICAGO  
 Contract No. 1479  
 POWELL REPLACEMENT ELEMENTARY SCHOOL

**BID FORM**

	AMOUNT
Work	\$ 23,675,000
Site Work Allowance	\$2,000,000.00
Commission's Contingency Fund	\$500,000.00
CCTV	\$200,000.00
DATA SWITCH	\$225,000.00
<b>TOTAL BASE BID</b>	<b>\$ 26,600,000</b>

**AWARD CRITERIA FIGURE**

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

\$ 24,869,000

**BASE CONTRACT PRICE:** \$ \_\_\_\_\_

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p>Travelers Casualty and Surety Company of America</p> <hr/> <p>215 Shuman Blvd.</p> <hr/> <p>Naperville, IL 60126</p> <hr/>
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**ADDENDUM NO. 5, BID FORM, REVISED MAY 6, 2009**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No 1479

POWELL REPLACEMENT ELEMENTARY SCHOOL

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil in a Subtitle "D" landfill.	Tons	\$38.00
2	Excavation, loading, transportation and disposal of contaminated soil in a Subtitle "D" landfill.	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil in a Subtitle "D" landfill.	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil and underground concrete footings, foundations and remnants in a Subtitle "D" landfill.	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, foundations and remnants to a recycling facility.	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), in accordance with Section 02116.	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal, transportation and disposal (55-gallon drum)	Drums	\$450
14	Bulk UST pump out (Liquids), including transportation and disposal.	Gallons	\$0.70
15	Waste characterization sample collection and analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,300.00
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	Monthly MWRDGC sample analysis	Each	\$750.00
19	Contaminated water pumping, transportation and disposal of drums	Drums	\$200.00
20	Pumping, transportation and disposal of non-hazardous contaminated water and free product - bulk disposal	Gallons	\$0.60
21	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
22	Furnish, place and compact base material CA-1 Stone.	Ton	\$20.00

REVISED SITE WORK ALLOWANCE SCHEDULE May 4, 2009

1 of 2



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No 1479

**POWELL REPLACEMENT ELEMENTARY SCHOOL**

23	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
24	Furnish, place and compact aggregate material CA-6.	Ton	\$24.00
25	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00
26	Furnish, place and compact drainage material CA-7	Tons	\$16.00
27	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
28	Furnish and place geotextile filter fabric	Square Yard	\$7.00
29	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
30	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
31	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
32	De-Contaminate all underground concrete footings and remnants.	Cubic Yards	\$15.00
33	Excavation, loading, transportation, and disposal of Hazardous Waste Soil/Material.	Ton	\$175.00
34	Pumping, transportation, and disposal of Hazardous water and free product - bulk disposal.	Gallons	\$2.00

**Total Allowance Fund = \$2,000,000.00**

**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.
6. Work shall be performed in accordance with applicable specifications.

**REVISED SITE WORK ALLOWANCE SCHEDULE May 4, 2009**

2 of 2

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No 1479  
POWELL REPLACEMENT 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. Daley  
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Sollitt/Brown & Momen Joint Venture  
Contractor Name

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

If a Corporation:

By \_\_\_\_\_

President  
Title of Signatory

ATTEST:

By \_\_\_\_\_

Secretary  
Title

CORPORATE SEAL

If a Partnership:

The George Sollitt Construction Company

Howard Strong  
Partner  
Brown & Momen Ind.

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

Ernest Brown  
Partner

823 E. Drexel Sq., Chicago, IL  
Address

Partner \_\_\_\_\_

Address \_\_\_\_\_

If a Sole Proprietorship:

Signature \_\_\_\_\_

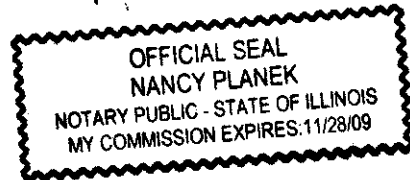
NOTARY PUBLIC

County of DuPage State of Illinois

Subscribed and sworn to before me on this 13th day of May, 2009

Nancy Planeck  
Notary Public Signature  
Commission Expires: 11/28/09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No1479

POWELL REPLACEMENT 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 May 13, 2009 to the Public Building Commission of Chicago, for Contract No. 1479 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 13th day of May, 2009.

  
Secretary

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No 1479  
**POWELL REPLACEMENT 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

Brown & Momen 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 \_\_\_\_\_, 20\_\_\_\_, 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 May 23, 2008 to the Public Building Commission of Chicago, for Contract No. 1479 of said Commission;

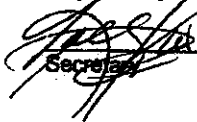
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

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: Ernest Brown  
Vice President: N/A  
Secretary: Kathryn L. Jones  
Treasurer: Ernest Brown  
Assistant Secretary: N/A

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 13th day of May, 2009.

  
Secretary



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No1479  
**POWELL REPLACEMENT 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 14

**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, 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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No 1479

**POWELL REPLACEMENT ELEMENTARY SCHOOL**

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.

**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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**POWELL REPLACEMENT ELEMENTARY SCHOOL**

and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**6. Major Trades**

Asbestos Workers  
Boiler Makers  
Bricklayers  
Carpenters  
Cement Masons  
Electricians  
Elevator Construction  
Glaziers  
Mechanists  
Machinery Movers  
Ornamental Iron Workers  
Lathers

Operating Engineers  
Painters  
Pile Driver Mechanics  
Pipe Fitters/Steam Fitters  
Plasterers  
Plumbers  
Roofers  
Sheet Metal Workers  
Sprinkler Fitters  
Technical Engineers  
Tuck Pointers

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

**7. Trade Participation - For Information Only**

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

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

<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
<u>Carpenters</u>	<u>50%</u>
<u>Laborers</u>	<u>50%</u>
<u>Bricklayers</u>	<u>33%</u>
<u>Plumbers</u>	<u>33%</u>
<u>Electricians</u>	<u>25%</u>
<u>Sheetmetal Workers</u>	<u>33%</u>
<u>Pipe Fitters</u>	<u>33%</u>
<u>Iron Workers</u>	<u>5%</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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POWELL REPLACEMENT ELEMENTARY SCHOOL

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

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.

(Signed) [Signature]
President

(Title)
Subscribed and sworn to before me this 13th day of May 20 09

[Signature]
Office Manager
(My Commission expires: 11/28/09)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No 1479

POWELL REPLACEMENT ELEMENTARY SCHOOL

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

Ernest Brown, being first duly sworn, deposes and says that:

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

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

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

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

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

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

(Signed) [Signature]

President (Title)

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

[Signature]

Office Manager (Title)

My Commission expires: 11/28/09



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No1479  
**POWELL REPLACEMENT 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/Brown & Momen 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  
Brown & Momen 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 Attached Joint Venture Agreement dated May 13, 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 George Sollitt Construction.
5. Nature of joint venture's business  
General Contractor
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE?  
25 %
8. Specify as to:
  - A. Profit and loss sharing 25 %
  - B. Capital contributions, including equipment 25 %
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
None
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
None

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No1479  
**POWELL REPLACEMENT ELEMENTARY SCHOOL**

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 May 13, 2009

B. Management decisions such as:

1) Estimating

See Attached Joint Venture Agreement dated May 13, 2009

2) Marketing and Sales

See Attached Joint Venture Agreement dated May 13, 2009

3) Hiring and firing of management personnel

See Attached Joint Venture Agreement dated May 13, 2009

4) Other

See Attached Joint Venture Agreement dated May 13, 2009

C. Purchasing of major items or supplies

See Attached Joint Venture Agreement dated May 13, 2009

D. Supervision of field operations

See Attached Joint Venture Agreement dated May 13, 2009

E. Supervision of office personnel

See Attached Joint Venture Agreement dated May 13, 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 May 13, 2009. The George

Sollitt Construction Co. 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.


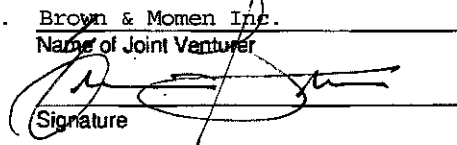
See Attached Joint Venture Agreement dated May 13, 2009

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 No1479  
**POWELL REPLACEMENT 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.

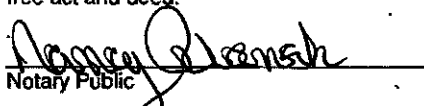
Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the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

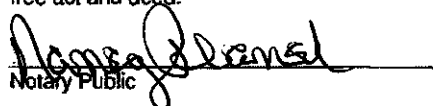
<u>The George Sollitt Construction Co.</u> Name of Joint Venturer	<u>Brown &amp; Momen Inc.</u> Name of Joint Venturer
 Signature	 Signature
<u>Howard Strong</u> Name	<u>Ernest Brown</u> Name
<u>President</u> Title	<u>President</u> Title
<u>May 13, 2009</u> Date	<u>May 13, 2009</u> Date

State of Illinois County of DuPage

On this 13th day of May, 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/Brown & Momen Joint Venture  
to execute the affidavit and did so as his or her

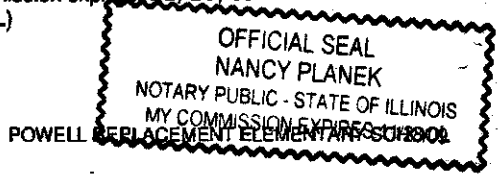
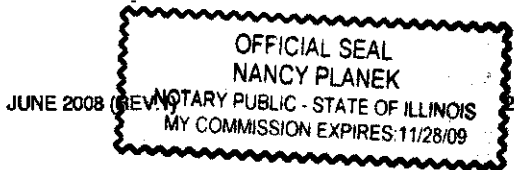
On this 13th day of May, 2009  
before me appeared (Name)  
Ernest Brown  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)  
Sollitt/Brown & Momen Joint Venture  
to execute the affidavit and did so as his or her

free act and deed.  
  
Notary Public

free act and deed.  
  
Notary Public

Commission expires: 11/28/09  
(SEAL)

Commission expires: 11/28/09  
(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No 1479

POWELL REPLACEMENT 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:

Powell Replacement Elementary School

Project Number: 1479

FROM:

BECKETT INC MBE        WBE XX  
(Name of MBE or WBE)

TO:

Sollitt/Brown & Momen Joint Venture and Public Building Commission of Chicago  
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project 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.

\$700,000.00  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No 1479  
POWELL REPLACEMENT 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)  
MAY 15, 2009  
Date  
815-385-2904  
Phone

Rebecca H. Kress  
Signature  
REBECCA H. 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 Lybson  
Deputy Procurement Officer

LAL/emc

***Expansion Granted: Sale of Landscape Products***





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No1479  
POWELL REPLACEMENT 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:

~~Electrical Materials \$ 340,000~~

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:

Evergreen Supply Co.

Name of MBE/WBE Firm (Print)

5/15/09

Date

773-375-4750

Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

Colleen Kramer

Signature

Colleen Kramer

Name (Print)

\_\_\_\_\_  
Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

February 19, 2009

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

**Annual Certificate Expires: October 1, 2009**  
**Vendor Number: 1008119**

Dear Ms. Kramer:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 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:

**Distributor of Electrical Material**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/bc

**IL UCP HOST: IDOT**



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No1479  
**POWELL REPLACEMENT ELEMENTARY SCHOOL**  
**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation**  
 (1 of 2)

Name of Project:  
Powell Replacement 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/Brown & Momen 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
Brown & Momen Inc.	25% JV Partner	\$ 6,500,000	\$ —
Beckit Inc.	Masonry Materials	\$ —	\$ 700,000
Evergreen Supply	Electrical Materials	\$ —	\$ 340,000
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ 6,500,000	\$ 1,040,000
<b>Percent of Total Base Bid</b>		25 %	4 %

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 No1479  
**POWELL REPLACEMENT 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)  
May 13, 2009  
Date  
630-860-7333  
Phone

  
\_\_\_\_\_  
Signature  
Howard Strong  
Name (Print)

**IF APPLICABLE:**

By:

Brown & Momen Inc.  
Joint Venture Partner (Print)  
May 13, 2009  
Date  
630-860-7333/630-860-7347  
Phone/FAX

  
\_\_\_\_\_  
Signature  
Ernest Brown  
Name (Print)

MBE     \* WBE     Non-MBE/WBE

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No1479  
**POWELL REPLACEMENT 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 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. 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 23.01.7 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 No1479

**POWELL REPLACEMENT 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	Belmont Cragin Elementary School	South Shore High School	---	---	N/A	
Contract With	PBC	PBC	---	---	N/A	
Estimated Completion Date	7/09	12/10	---	---	N/A	
Total Contract Price	27,082,000	71,416,000	---	---	N/A	98,498,000
Uncompleted Dollar Value if Firm is the GC	12,182,264	65,348,918	---	---	N/A	77,531,182
Uncompleted Dollar Value if Firm is a Subcontractor	---					---
<b>TOTAL VALUE OF ALL WORK</b>						77,531,182 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 No1479**  
**POWELL REPLACEMENT 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)	---	---	---			
<b>TOTALS</b>						

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No1479  
**POWELL REPLACEMENT 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	21,638,550	57,132,800	---	---	N/A
Amount Uncompleted	10,517,983	51,759,514	---	---	N/A
Subcontractor	Brown & Momen	Brown & Momen	---	---	N/A
Type of Work	JV Partner	JV Partner	---	---	N/A
Subcontract Price	5,443,450	14,283,200	---	---	N/A
Amount Uncompleted	1,664,281	13,589,404	---	---	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					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No1479  
POWELL REPLACEMENT 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

May 13, 2009  
Date

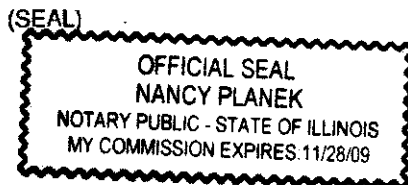
Howard Strong  
Name (Type or Print)

Joint Venture Representative  
Title

Sollitt/Brown & Momen Joint Venture  
Bidder Name  
790 N. Central Ave.  
Address  
Wood Dale IL 60191  
City State Zip

Subscribed and sworn to before me  
this 13th day of May, 2009

Nancy Planeck  
Notary Public



Commission expires: 11/28/09

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No1479  
**POWELL REPLACEMENT 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/Brown & Momen 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**  
Contract No1479  
**POWELL REPLACEMENT 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/Brown & Momen Joint Venture
- (b) Official Address  
790 N. Central Ave. Wood Dale, IL 60191
- (c) Names of all Partners:  
The George Sollitt Construction Company  
Brown & Momen Inc.

If submitted by an individual:

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

  
Signature of Affiant

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

  
Notary Public  
My Commission expires: 11/28/09



## 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, all Bidders are required to submit a fully executed Disclosure of Retained Parties with their respective bid.

### 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  
1479 - Powell Replacement Elementary School

---

2. Name of Contractor: Sollitt/Brown & Momen Joint Venture
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained:  
\_\_\_\_\_

**Retained Parties:**

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Brown & Momen Inc.	823 E. Drexel Square Chicago, IL 60615	Subcontractor	25% JV Partner
The George Sollitt Construction Company	790 N. Central Ave Wood Dale, IL 60191	Subcontractor	75% JV Partner

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.

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

John Pridmore  
Name (Type or Print)

May 13, 2009

Date

Representative

Title

Subscribed and sworn to before me  
this 13th day of May, 2009

(SEAL)

Nancy Planek  
Notary Public

Commission expires: 11/28/09



Contract No. 1479  
Powell Replacement Elementary School  
Addendum No. 1 Revised, Disclosure of Retained Parties, dated March 25, 2009

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1479

**PERFORMANCE AND PAYMENT BOND**

Contract No. 1479

Bond No. 105290971

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KNOW ALL MEN BY THESE PRESENTS, that we, Sollitt/Brown & Momen 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

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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-Six Million Dollars and No Cents  
(\$26,000,000.00) 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 June 9, 2009, for the fabrication, delivery, performance and  
installation of

Powell Replacement Elementary School  
7511 South Shore Drive, Chicago, IL.  
New Construction

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. 1479

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-Six Million and No Cents (\$26,000,000.00), 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. 1479

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this June 11, 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:

Sollitt/Brown & Momen Joint Venture  
Corporate Principal

BY [Signature]  
Secretary  
Title

BY [Signature]  
President John P. [Signature]  
Title Representative

790 N. Central Avenue  
Wood Dale, IL 60191

Travelers Casualty and Surety Company of America  
Corporate Surety

BY [Signature]  
215 Shuman Blvd.  
Naperville, IL 60563-8458  
Business Address & Telephone 630-961-7002

[Signature]  
Title Amy E. Callahan, Attorney-In-Fact  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Mr. 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 \$ 150,800.00 \*\*

\* 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. 1479

\*\* Must be filled in by the Corporate Surety.

**BOND APPROVAL**

BY   
Secretary  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Nancy Planek, certify that I am the Assistant Secretary of Sollitt/Brown & Momen Joint Venture corporation named as Principal in the foregoing performance and payment bond, that John Pridmore who signed on behalf of the Principal was then Exec. V.P. of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 11 day of June 2009.

**CORPORATE SEAL**

NEW YORK  
JUN 11 2009  
RECEIVED  
CHICAGO



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. 215923

Certificate No. 001386958

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

Amy E. Callahan, Peter S. Forker, and Becky A. Heaston of Arlington Heights, Illinois

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 1st day of May, 2006.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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 11th day of June, 2009

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

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.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 No1479  
**POWELL REPLACEMENT 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.  Disclosure of Retained Parties

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No1479  
**POWELL REPLACEMENT 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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No1479  
**POWELL REPLACEMENT ELEMENTARY SCHOOL**

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No1479  
**POWELL REPLACEMENT ELEMENTARY SCHOOL**

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

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**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); 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,

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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**

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

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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.

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

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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:**

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

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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 REQUIREMENTS**

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract.

The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

**INSURANCE TO BE PROVIDED**

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

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

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

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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.

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.



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Contract No1479

**POWELL REPLACEMENT ELEMENTARY SCHOOL**

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  
SOLLI-2

DATE (MM/DD/YYYY)  
06/12/09

**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/Brown & Momen  
Joint Venture  
790 North Central Avenue  
Wood Dale IL 60191

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Zurich American Insurance Co  
INSURER B: Amer. Guarantee & Liability  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

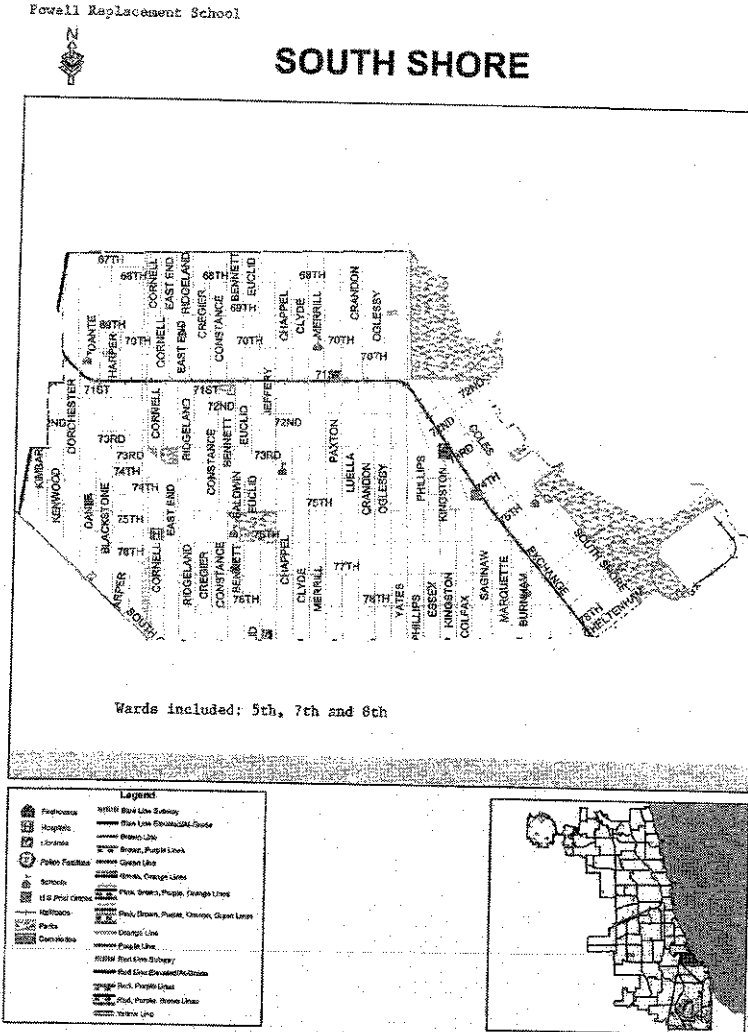
INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0937891904	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	<b>AUTOMOBILE LIABILITY</b> <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) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <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 \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0967177201	06/13/09	06/13/10	<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
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: Powell Replacement Elementary School, Contract #1479**  
 Primary/Noncontributory Additional Insured on General Liability & Automobile Liability & Waiver of Subrogation on General Liability, Automobile & Workers' Compensation in favor of The Public Building Commission; Board of Education of the City of Chicago; City of Chicago

CERTIFICATE HOLDER	CANCELLATION
PUBLIC-2  Public Building Commission of Chicago Richard J. Daley Center Chicago IL 60602	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 ISSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Deborah A. Campbell</i> Deborah A. Campbell

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No 1479  
**POWELL REPLACEMENT ELEMENTARY SCHOOL**

**EXHIBIT #3- COMMUNITY AREA MAP**



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**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

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

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04311

CERTIFICATE NUMBER: GC04311-6

FEE: \$ 2000

DATE ISSUED: 03/18/2009

DATE EXPIRES: 04/21/2010

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Richard M. Daley.

Richard M. Daley  
Mayor

Handwritten signature of Richard J. Monocchio.

Richard J. Monocchio  
Commissioner

**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

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

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC041416

CERTIFICATE NUMBER: GC041416-5

FEE: \$ 2000

DATE ISSUED: 11/18/2008

DATE EXPIRES: 11/16/2009

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

A handwritten signature in black ink, appearing to read "Richard M. Daley".

Richard M. Daley  
Mayor

A handwritten signature in black ink, appearing to read "R. L. Rodriguez".

R. L. Rodriguez  
Commissioner



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

April 29, 2009

Ernest Brown, President  
**Brown & Momen, Inc.**  
823 East Drexel Square  
Chicago, Illinois 60615

Dear Mr. Jones:

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

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

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

**Carpentry Services; Home Repair; Construction Management**

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/emc

NEIGHBORHOODS  
*Alive!*  
BUILDING CHICAGO TOGETHER



## JOINT VENTURE AGREEMENT

This Agreement made and executed this 13th day of May, 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 BROWN & MOMEN, INC., an Illinois corporation, having its principal place of business at 823 E. Drexel Square Drive, Chicago, Illinois 60615, hereinafter sometimes referred to as "BROWN & MOMEN".

WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Powell Replacement Elementary School – Contract No. 1479, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the "Contract", and the project and work there under is hereinafter referred to as the "Project", and
- B. SOLLITT and BROWN & MOMEN intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:
  1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Brown & Momen Joint Venture", but is in this Agreement referred to as the "Joint Venture". The sole and exclusive

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

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



4. Any negotiations between the parties and the Public Building Commission of Chicago, or between the parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.
5. All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the Project.
6. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following Paragraphs 8 to 30.
7. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and 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.:

Percentages

SOLLITT	75%
BROWN & MOMEN	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 Brown & Momen are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 25% of the value of the Contract shall be issued to Brown & Momen, Inc. for general work under the Contract. Serving as a General Contractor, the general work to be performed by Brown & Momen, Inc. shall include, but is not limited by, site work plumbing, concrete work, steel and other general work. Specific contributions of equipment to be provided by Brown & Momen, Inc. shall include, but is

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

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

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

(c) In the event either party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other party may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is one percent (1%) above the prime rate of interest charged from time to time by the Fifth-Third Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or accounts prior to any sums being paid to the non-advancing member of the Joint Venture. The interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share its proportionate share of the loss in the Joint Venture as set forth in Paragraph 8.

(d) Except as provided in Paragraph 11 for the repayment of excess funds advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the party or parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in a manner jointly approved by the parties.

10. Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose nor shall money be borrowed in the name of the Joint Venture except as may be authorized jointly by SOLLITT and BROWN & MOMEN.

11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and BROWN & MOMEN, each of the parties appoints the following Representatives and Alternates to act on its behalf in relation to any and all matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Contract and the Project, including but not limited to those of a contractual nature with the Public Building Commission of Chicago, Chicago, Illinois, and any of its departments, or with third persons. Actions and decisions of the SOLLITT and BROWN & MOMEN Representatives shall be by unanimous vote whenever possible. Otherwise, actions and decisions shall be made by vote with each representative's vote equal to its firms proportional share in the management of the Joint Venture in accordance with Paragraph 8.

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

**SOLLITT**

**BROWN & MOMEN**

Representative: Howard Strong

Representative: Ernest Brown

Alternate: John Pridmore      Alternate: Katie Jones

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

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

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

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

(c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by SOLLITT and BROWN & MOMEN.

16. Cost of construction shall consist of the costs of all subcontracts labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees, except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

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

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



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

(b) Salaries of personnel of either party when temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment, shall be considered as stationed at the Project office) and their salaries shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.

(c) Cost of contributions, assessments, or taxes for such items as unemployment compensation, social security, and union fringe benefit funds, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).

(a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.

(b) Cost of premiums for all types of bonds and insurance which the Joint Venture is required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most economical price for said insurance through an insurance broker or brokers agreed upon by the parties.

17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such

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

(b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venturer furnishing such plant and equipment, and the other Joint Venturer shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner

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

(d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.

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

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

(b) In the event of loss:

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

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

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

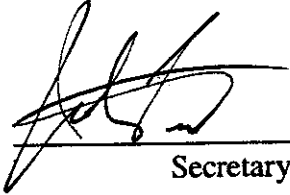
the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. 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.

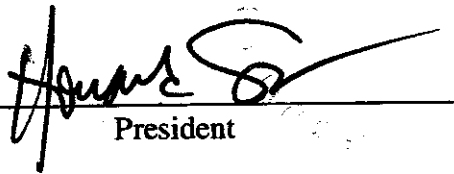
26. Subject to the provisions of Paragraph 25 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.
27. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
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:

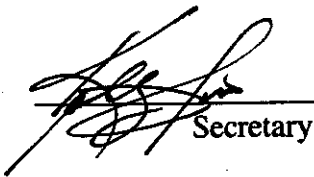
THE GEORGE SOLLITT CONSTRUCTION COMPANY

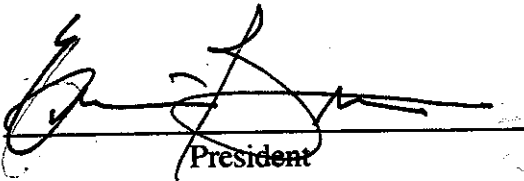
  
Secretary

By   
President

ATTEST:

BROWN & MOMEN, INC.

  
Secretary

By   
President



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO. 01 TO CONTRACT NO. 1479  
For  
**POWELL REPLACEMENT ELEMENTARY SCHOOL  
NEW CONSTRUCTION****

**DATE:** Wednesday, March 25, 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: Article III. Instructions for Bidders, replace section O. Disclosure of Retained Parties to read as:
- O. Disclosure of Retained Parties**
- All Bidders must submit a fully executed Disclosure of Retained Parties pursuant to the instructions on the document.
- Change 2: Article VI. Additional Documents to be Executed, delete in its entirety the Disclosure of Retained Parties and replace with the revised attachment, Disclosure of Retained Parties, dated March 25, 2009
- Change 3: Delete in its entirety Exhibit # 2 Insurance Requirements and replace with the revised attachment, Exhibit #2 Insurance Requirements, dated March 25, 2009
- Change 4: The second to last sentence of Subparagraph 2 to Paragraph A, "Basis of Award," in Section V, "Proposal Support Documents," of Book 1 has been changed to read, in its entirety, as follows (changes in bold and underlined):
- "Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the teamsters."**
- Change 5: The second to last sentence of Subparagraph 5 to Paragraph A, "Basis of Award," in Section V, "Proposal Support Documents," of Book 1 has been changed to read, in its entirety, as follows (changes in bold and underlined):
- "All Subcontractors, including, without limitation, steel fabrication Subcontractors, shall be listed on the Contractor's Recapitulation Form whether active or not."**
- Change 6: The table in Subparagraph 6 to Paragraph A, "Basis of Award," in Section V, "Proposal Support Documents," of Book 1 has been changed by inserting "Steel Fabricators" between "Sprinkler Fitters" and "Technical Engineers."

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

### **Changes to Book 2 STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS**

Change 7: The first sentence of Section 21.03.1.b of Book 2 has been changed to read, in its entirety, as follows (changes in bold and underlined):

"The Contractor agrees to ensure that the aggregated hours of Work to be performed by the Contractor, Site Work Subcontractors **and steel fabrication subcontractors** under this contract will be performed such that at least 50% of the on-Site **and steel fabrication** **Work** is performed by actual residents of the City of Chicago."

Change 8: Section 21.03.1.c.2 of Book 2 has been changed to read, in its entirety, as follows (changes in bold and underlined):

"The Contractor also agrees that **7.5%** of the aggregated hours of Work to be performed by the Contractor, Site Work subcontractors **and steel fabrication subcontractors** under this Contract will be performed by 'residents of the project community.'"

Change 9: The second sentence of Section 21.03.3.a of Book 2 has been changed to read, in its entirety, as follows (changes in bold and underlined):

"The Contractor (and Subcontractors, **including steel fabricators**) will maintain copies of personnel documents supportive of every Chicago employee's record of actual residence."

### **Changes to Book 3: TECHNICAL SPECIFICATIONS**

Change 10: Book 3, Volumes 1 and 2, change cover pages to read as: Contract No. 1479

### **List of Attachments:**

Revised Disclosure of Retained Parties (2 pages)

Revised Insurance Requirements (3 pages)

**END OF ADDENDUM NO.1**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO. 02 TO CONTRACT NO. 1479  
For  
POWELL REPLACEMENT ELEMENTARY SCHOOL  
7511 SOUTH SHORE DRIVE  
NEW CONSTRUCTION**

**DATE:** Friday, April 3, 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: Reschedule Bid opening date for: Wednesday, April 29, 2009 at 2:00PM

**END OF ADDENDUM NO.2**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

ADDENDUM NO. 3 TO CONTRACT NO. 1479  
POWELL REPLACEMENT ELEMENTARY SCHOOL  
7511 South Shore Drive  
For  
New Construction

DATE: Tuesday, April 24, 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:**

- Add 1: Rescheduled Bid Open Date and Time: ~~Wednesday, May 13, 2009 at 2:00PM~~ *Tuesday*
- Change 1: Mandatory Technical Review Meeting regarding the inclusion of the Site Preparation into the general construction contract will be held ~~Wednesday, May 5<sup>th</sup>, 2009 at 10:00AM~~, in room CL115, Richard J. Daley Center, Public Building Commission of Chicago, 50 West Washington Street, Chicago, IL 60602 (Addendum-4 to be issued, May 1<sup>st</sup>, 2009 and will include Site Preparation drawings and specifications)
- Change 2: Section II Project Information, B. Time of Completion should read as:  
  
Substantial Completion of the Work must be achieved no later than (490) Days after the Notice to Proceed.
- Change 3: In Book 1, Section III. Instructions for Bidders, Sub-Section X. Award of Contract; Rejection of Bids, Paragraph number 2, delete that paragraph and replace to read as follows:  
  
The Bidder agrees that its bid shall be in effect until midnight, Friday, June 19, 2009 and that the bid may not be withdrawn until that time.

**CLARIFICATIONS**

- Clarification 1: Sheets S1.1A and S1.1B (the following notes appear) (change identified in *italics*) see attached:
- *General Contractor (G.C.) can expect to receive site as described in the site preparation package. G.C. will be responsible to verify compaction of the site (for new building structures and pavements) meets the geotechnical engineer's requirements identified in the geotechnical report and subsequent clarifications. GC is also responsible for backfill adjacent to new building foundations and the installation acceptable fill and 6" of CA-7 below the building's slab on grade as per the project's geotechnical requirements.*
  - *Sub-grade preparation at dropped foundations for utilities is the responsibility of the G.C. The foundations have been prepared to typical B/FTG level at utilities. See Site Prep drawings for details.*

## CHANGES TO SPECIFICATIONS

**Change 1:** 01352 LEED Requirements, add LEED SSc3 Brownfield Redevelopment to the "yes" category of the Checklist.

**Change 2:** Not Used

**Change 3:** Unit Masonry – 04200 (change identified in *italics*):

- Section 1.01, A, added (change identified in *italics*):
  - a. Brick Type A
    - 3) *Iron Spot, Washington Velour, Type 8, by Watsonville Brick Co*
  - b. Brick Type B
    - 3) *Summitville Red (#10) wire cut, Flashed Blend, by Summitville Brick Co.*
- Revised Section 2.01, B, 4 to read (change identified in *italics*):
  4. Ground-Face CMU: Conform to requirements for hollow or solid CMU, except provide units with exposed faces (one or both as required) matching Architect's selections for color and texture to Architect's satisfaction.
    - a. *Trenwyth Trenstone Plus.*
    - b. *Premier Block Company*
    - c. *Van Poppelen Bros*

**Change 4:** Aluminum Windows - 08520

Added 2.06, B (change identified in *italics*):

*B. Contractor Option: The sunshade and light shelf may be mounted by steel bracket back to the CMU masonry wall backup within the exterior wall cavity. The structural design of this bracket will be by the Contractor if this is the anchorage option chosen. The bracket that passes through the exterior brick will be no larger in vertical height than the side arm bracket of the device anchored. Provide soft joints around all steel penetrations through the masonry that stop the flow of water into the cavity. The CMU backup will need to have reinforcement and solidly grouted cells at the opening and anchorage points to transfer the load into the wall. The steel bracket will be a moment connection and distribute the load over an area that minimizes the potential for any masonry cracking. Steel shall be painted with a exterior high performance coating completely prior to installation to avoid potential for rusting within the wall cavity. All connections will be designed and provided by the Contractor.*

**Change 5:** Aluminum Window Wall - 08910 Revised 2.05m A to read (change identified in *italics*):

- A. Fixed sunshades shall be integral to the aluminum windows (Section 08520). Provide Tubelight MaxBlock Sunshades "Airfoil" Blade Design with 30inch outriggers (Exterior) or a similar configuration product made by another manufacturer. Finish to match the finish of the exterior face of the aluminum windows. Provide light shelf in the configuration as shown on the drawings (Interior). Finish of the light shelf shall be white (flouropolymer coating). Other manufacturer's products will be considered subject to meeting the performance criteria specified herein and the requirements indicated on the Drawings. Blade and fascia framing sections to be of 0.090 inch minimum wall thickness. Outriggers are cut from 0.25 inch aluminum plate. Include all screws, bolts and all other accessories are compatible with the aluminum.
  1. Window wall manufacturer shall provide these components to the aluminum window

manufacturer and general contractor for installation.

- Change 6:** Resilient Tile Flooring – Section 09650, 2.02 Resilient Tile, A, 4. (change identified in *italics*):  
Revise to read *Size: 16-by16 inches.*
- Change 7:** Replace Rigging, Curtains and Tracks – Section 11052. See attached.
- Change 8:** Delete Stage Rigging – Section 11062. See attached.
- Change 9:** Food Service Equipment - Section 11400 (change identified in *italics*):
- ITEM NO. 11 ROLL-IN CONVECTION OVEN  
Same as originally specified except change model number to *Zephaire E-double (electric).*
  - ITEM NO. 15 HOT FOOD SERVING COUNTER  
Same as originally specified except change model numbers to:  

<i>Delfield</i>	<i>Randall</i>	<i>Mod-U-Serve</i>
<i>Model #SC-74</i>	<i>Model #RAN-ST-6S</i>	<i>Model #MCT-FT5</i>
- Add: *"No counter protectors or double-deck display stands are required."*
- ITEM NO. 21 FLOOR TROUGHS  
Delete *"egg crate"* reference
  - ITEM NO. 29 DISHWASHER  
Same as originally specified, except add: *"Verify incoming hot water temperature and adjust booster accordingly to provide 180 degree water."*
- Change 10:** Basic Mechanical Materials and Methods - Section 15050 (change identified in *italics*):
- *Section 1.4.D: Coordination Drawings: Detail critical sections in 1/4" scale involving all elements, components, and systems of mechanical equipment and materials in relationship with other systems, installations, and building components. Show space requirements for installation and access. Indicate if sequence and coordination of installations are important to efficient flow of the Work. If required modify duct dimensions, duct routing, piping dimension, piping routing, in coordination with electrical components after consulting the AOR. Include the following:*
    1. *Finished floor elevations, bottom of the ceiling elevations, bottom of the joists, beams, girders and bracing, top of the light fixtures, bottom of the FP and plumbing pipes, and elevations of the electrical components.*
    2. *Planned piping layout, including valve and valve-stem movement.*
- Change 11:** Miscellaneous Equipment and Work - Section 15051 (change identified in *italics*):
- Add Section 3.7 *Commissioning – See commissioning specs.*
- Change 12:** Vibration Controls for HVAC Piping and Equipment - Section 15074 (change identified in *italics*):
- Add section 2.2.E: *Contractor shall employ a vibration specialist, if required, to verify and eliminate any transfer of vibration through rigid steel structure that creates resonance in the adjacent spaces.*
  - Add Section 2.3 *NEOPRENE MOUNTINGS: Neoprene mountings shall have a minimum static deflection of 0.35". All metal surfaces shall be neoprene covered and have friction pads both top and bottom. Bolt holes shall be provided on the bottom and a tapped hole and cap screw on top. Steel rails shall be used above the mountings under equipment such as small vent sets to compensate for the overhang. Mountings shall be type ND or rails type DNR as manufactured by Mason Industries, Inc.*

Re-number following sections accordingly.

**Change 13:** Valves - Section 15110  
Add Section 2.12 CHAINWHEEL ACTUATORS  
A. Description: Valve actuation assembly with sprocket rim, brackets, and chain.  
1. Sprocket Rim with Chain Guides: Ductile iron, of type and size required for valve.  
2. Brackets: Type, number, size, and fasteners required to mount actuator on valve.  
3. Chain: Hot-dip, galvanized steel, of size required to fit sprocket rim.

**Change 14:** Replace Natural Gas Piping - Section 15195. See attached.

**Change 15:** Replace Plumbing Fixtures - Section 15410 (change identified in *italics*):  
Section 2.1.D Sink Faucets: add Moen as acceptable manufacturer  
Section 2.1.E Flushometers: add Moen as acceptable manufacturer

**Change 16:** Metal Ducts - Section 15815 (change identified in *italics*):  
Add Section 1.7 WARRANTY  
A. Minimum one year warranty on all material and labor from substantial completion date.

**Change 17:** Building Automation System (BAS) General - Section 15950 (change identified in *italics*):

- Section 1.5.A: replace paragraph with the following:  
*Installer's Qualifications: Only the following contractors that were approved as part of the Board of Education's Pre-qualification process, No. 07-250002 AND whose name is listed as approved on document # 07-0725-PR4, "Approve Entering Into Agreements With Various Contractors To Provide Building Automation System And Integration (Temperature Control)" July 25, 2007, AND have executed the Board's Master Agreement, will be considered qualified to bid this work. The following is the list as it appears in the Board Report;*
- Section 1.12.F: replace paragraph a) with the following:  
*Browser-based access: A remote user, connecting via the CPS WAN and using a standard browser shall be able access all control system facilities and graphics with proper password. The following paradigms are acceptable for browser-based access:  
User interfaces that, via a standard browser, use a freely distributed and automatically downloaded and installed plug-in or "thick" client that presents the user interface across the CPS intra-web.*
- Section 3.9.A: change sentence from "Exhibits A through D attached" to "Exhibits A through F attached."

**Change 18:** Replace Security System - Section 16720. See attached.

**Change 19:** Replace Assisted Listening Device Systems - Section 16750. See attached.

**Change 20:** CCTV System and Components - Section 16781, Part 1, 1.2 Summary, A, 14. (change identified in *italics*):

- 14. Final adjustments and system check out (*Provided and installed by Contractor*)

#### CHANGES TO DRAWINGS

**Change 21:** ASK-001: Sheet G1.1 See attached.  
Revised Existing Zoning

- Change 22:** ASK-002: Sheet G2.1 See attached.  
Revised Code Matrix - Zoning District
- Change 23:** ASK-003/004: Sheets G2.2, G2.3 See attached.  
Revised; location of area of rescue assistance in stair 1, floors 2 and 3.
- Change 24:** Sheet C1.0 See attached.
- Construction and silt fence installed under the Site Preparation scope of work is shown to be maintained by G.C.
  - The legend has been modified accordingly.
- Change 25:** Sheet C2.0  
Revise parking signage to include a 2<sup>nd</sup> Low Emitting and Fuel Efficient Vehicle Parking stall. Note: total number of parking spaces does not change.
- Change 26:** Sheet C5.1 See attached.
- Detail #7 notes added to protect the permeable paver aggregate base and sub-base, and the existing sub-grade during building construction.
  - Detail #8 notes added to protection of the infiltration trench aggregate, and the existing sub-grade.
  - Sheets 7&8/C5.1, note added: contractor to protect the CA-1 and CA-7 from sediment and contamination during the course of construction.
- Change 27:** Sheet C5.3 See attached.  
A construction fence detail added for maintenance of the construction fence installed under the Site Preparation scope of work.
- Change 28:** ASK-005: Sheet AS.1 See attached.  
Revise parking signage to include a 2<sup>nd</sup> Low Emitting and Fuel Efficient Vehicle Parking stall. Note: total number of parking spaces does not change. Added dimension for flagpole lighting.
- Change 29:** ASK-006: Sheet A1.2 See attached.  
Revised detail bubble 1/A1.10.
- Change 30:** ASK-007/ 027: Sheets A1.3, A1.4 and A8.1 See attached.  
Added mullion at vestibule window to coordinate with elevation on sheets A1.3 and A8.1  
Added partition type above vestibule doors on sheet A1.3 and A1.4
- Change 31:** ASK-010: Sheet A2.3 See attached.  
Detail 13 added for ceiling at perimeter wall.
- Change 32:** ASK-011: Sheet A2.4 See attached.  
Revised reflected ceiling height at exterior canopies and Vestibule 1018.
- Change 33:** ASK-012: Sheets A2.7, TL1.1 and TL2.1 See attached.  
Revised location of gymnasium ductwork; added diffuser to coordinate with mechanical drawings.



- Change 34:** Sheet A3.1 See attached.  
Detail 5 windows revised to remove wide horizontal mullion. Detail 1, poche added for glass at entry doors. Poche corrected in material legend. Detail 2: revised north elevation, moved accessible window to the east.
- Change 35:** A3 Series Drawings See attached A3.1.  
Material Legend (Elevations), revised poche in legend.
- Change 36:** ASK-013: Detail 1/A3.2 See attached.  
Revised Signage.
- Change 37:** Sheet A3.3 See attached.  
Detail 1: revised, north elevation, moved accessible window to the east. Detail 2, poche adjusted.
- Change 38:** Sheet A3.4 See attached.  
Note added re: blank-off panel at louver. Poche added for glass at entry doors.
- Change 39:** ASK-014: Sheet A3.5 See attached.  
Poche adjusted.
- Change 40:** ASK-015/016: Sheet A4.1A See attached.  
Detail 2, added detail bubble reading 1/A4.7 to the enlarged detail bubble. Revised location of gymnasium ductwork to coordinate with mechanical drawings. Detail 3, revised location of gymnasium ductwork and added diffuser to coordinate with mechanical drawings revised signage.
- Change 41:** ASK-017/019/020/021/022: Sheets A4.4, A4.6, A4.7 and A4.8 See attached.  
Revised header above vestibule doors to gypsum board.
- Change 42:** ASK-018: Detail 2/A4.5 See attached.  
Revised Signage.
- Change 43:** ASK-021/022: Sheet A4.8 See attached.  
Details 1 and 2, revised location of gymnasium ductwork; added diffuser to coordinate with mechanical drawings. Detail 2, revised signage.
- Change 44:** A5 Series Drawings See attached.  
Beam/exterior wall connection revised to match structural drawings. Slab on grade revised to match structural drawings.
- Change 45:** Sheet A5.1 See attached.  
Detail 2, window note revised.
- Change 46:** Sheet A5.2 See attached.  
Detail 2, dimension added for slope of metal panel sill. Top of canopy elevation tag corrected.
- Change 47:** Sheet A5.4 See attached.  
Roof elevation tag moved.

- Change 48:** Sheet A5.5 See attached.  
Detail tag corrected. Horizontal channel for mechanical screen wall rotated to match structural drawings. Note for exterior plaster ceiling revised. Note for spray insulation revised.
- Change 49:** Sheet A5.9 See attached.  
Note for louver frame revised. Horizontal channel for mechanical screen wall rotated to match structural drawings.
- Change 50:** Sheet A5.10 See attached.  
Structural connection revised to match structural drawings.
- Change 51:** Sheet A5.11 See attached.  
Beam revised at second floor level column line 16.
- Change 52:** Sheet A6.1 See attached.  
Detail 1, slab on grade revised to match structural drawings. Details 3 and 4, revised to show window guard. Detail 7, slab on grade revised to match structural drawings. Notes and dimension added for curb material. Detail 9, note for clip angles added. Detail 10, notes corrected to remove "ptd", limestone sill profile revised, exterior wall connection revised to match structural drawings and note revised. Detail 13, connection revised to match structural drawings. Detail 15, note for weep holes added. Detail 4 only, note regarding galvanized painted lintel, typical. Detail 11 and 14, dimensions added.
- Change 53:** Sheet A6.2 See attached.  
Detail 1, shelf angle connection revised to match structural drawings. Detail 2, note added for membrane flashing/sill receptor. Note revised for galvanization. Note added for open joint for ventilation. Detail 3, note added for mounting substrate for shade assembly, ceiling revised to show suspended ceiling to match RCP. Detail 4, additional arrow added for wall flashing. Detail 5, note added for membrane flashing/sill receptor, additional insulation added to top of slab, notes for curb added. Detail 7, dimension added.
- Change 54:** Sheet A6.3 See attached.  
Detail 1, note revised to set threshold in sealant. Detail 2, dimensions added, UL# added, note for insulation revised to add foil face. Detail 6, dimensions added. Detail 7, dimensions added, UL# added, note for insulation revised to add foil face. Detail 12, bond beam added below louver sill. Detail 7, dimension added. Detail 14, Horizontal channel for mechanical screen wall rotated to match structural drawings. Detail 17 added to show door head condition.
- Change 55:** ASK-024/025: Sheet A6.4 See attached.  
Details 3 and 7, exterior wall connection revised to match structural drawings.
- Change 56:** Sheet A6.11 See attached.  
Rotated Chanel to match structural
- Change 57:** Sheet A6.12 See attached.  
Details 5, 6, and 7 added.
- Change 58:** Sheet A7.1 See attached.  
Incorrect detail number corrected. Location of stand pipes in stairs further coordinated with fire protection drawings.

- Change 59:** ASK-026: Detail 11/A7.5 See attached.  
Coordinated Terrazzo and hatch patterns
- Change 60:** ASK-028: Sheet A8.3 See attached.  
Detail 2: revised to reposition accessible window to the east.
- Change 61:** ASK-029/030/031/032: Sheets A8.4 and A8.4A See attached.  
Revised location of gymnasium ductwork and added diffuser to coordinate with mechanical drawings revised signage.
- Change 62:** ASK-033: Detail 4/A8.9 See attached.  
Clarified elevation.
- Change 63:** ASK-034: Details 7 and 14/A8.11 See attached.  
Revised header above vestibule doors to gypsum board, plus added vertical dimension.
- Change 64:** ASK-035: Details 23, 21 and 20/A8.13  
Coordinated grab bar location in shower.
- Change 65:** Detail 12/A10.1  
Section deleted, not in project.
- Change 66:** Detail 10/A12.1 See attached.  
Revised sill detail.
- Change 67:** ASK-036: Sheet A12.2 See attached.  
Added Poche to window type 24.
- Change 68:** ASK-037: Sheet A13.1 See attached.
- Paint color 11 – changed the word rail to rails.
  - CT-1 - Revised color to: American Olean 2x2 A89 Cocoa
  - CT-2 – Revised color to: American Olean 2x2 A09 Sapphire Sky Speckled
  - CP-1 – Provide alternate price for Designweave I0112 – Assembly, 12929 – Herd to be installed in lieu of the specified carpet.
- Change 69:** ASK-038: Sheet A13.5 See attached.  
Revised ceramic wall tile terminations. Typical for all Boy's and Girl's toilet rooms.
- Change 70:** ASK-039: Details 6, 7 & 8/A13.10 See attached.  
Revised ceramic tile selections.
- Change 71:** Sheet S1.1A See attached.  
Clarified extent of site prep package
- Change 72:** Sheet S1.1B See attached.  
Clarified extent of site prep package

- Change 73:** Sheet S1.2A See attached.  
Beam sizes revised at exterior wall at Stair 1 and Stair 2. Framing revised between B-16 and C-16.  
Section marks added at handrail details.
- Change 74:** Sheet S1.2B See attached.  
Beam sizes revised at exterior wall at Stair 3.
- Change 75:** Sheet S1.3A See attached.  
Beam sizes revised at exterior wall at Stair 1 and Stair 2. Framing detail and beam sizes revised at exterior wall at gymnasium, gridlines G and 18. Floor framing revised between gridlines E-10 and F-13.
- Change 76:** Sheet S1.3B See attached.  
Beam sizes revised at exterior wall at Stair 3.
- Change 77:** Sheet S1.4A See attached.  
Floor framing revised between gridline E-15 and G14.5. Number of required 38.studs on cellular beams added to plan
- Change 78:** Sheet S3.0 See attached.  
Detail 5 revised for pipe location
- Change 79:** Sheet S3.1 See attached.  
Details 11 and 12 added for handrails
- Change 80:** Sheet S3.4 See attached.  
Detail 1 revised to show angles and stiffener plate at canopy
- Change 81:** Sheet S5.1 See attached.  
Detail 7 added for section at gymnasium exterior wall
- Change 82:** Sheet S5.2 See attached.  
Detail 7 added for partial south elevation at vestibule
- Change 83:** TSK-001: Sheet TL1.1 See attached.  
Revised duct location as associated devices.
- Change 84:** TSK-002: Sheet TL1.2 See attached.  
Revised duct location as associated devices.
- Change 85:** Sheet M1.3 See attached.  
Revise AHU-4 return duct size and routing.
- Change 86:** Sheet M1.5 See attached.  
Revise VAV box location and duct routing to correspond to beam and truss openings.

- Change 87:** Sheet M1.9 See attached.  
Gas piping connections to the convection ovens-deleted.
- Change 88:** Sheet M4.2 See attached.  
A. Revise OA intake louver callouts to match scheduled tags  
B. Revise AHU-5 dimensions. Slightly re-route piping and duct to accommodate new dimensions.
- Change 89:** Sheet M5.4 See attached.  
Main Pipe Flow removed.
- Change 90:** Sheet M5.5 See attached.  
A. Revised gas pipe size to boilers to 6"  
B. Revised notes at gas pressure boosters to note 4" WC inlet, 14" WC outlet  
C. Delete gas piping connecting to the convection ovens from gas riser diagram
- Change 91:** Sheet M5.7 See attached.  
Hot water pump flows at AHU-1, 2, 4 & 5 were revised.
- Change 92:** Sheet M6.1 See attached.  
Natural Gas Booster Pump Schedule: Changed gas performance outlet from 14 PSI to 14"WC  
Relief/Intake Vent Schedule: Revised IH-1 capacity and size. Boiler Schedules- Boiler maximum working pressure from 30 to 125ps. Pressure Fill System Schedules- Model changed to B&G GMU60; tank capacity added. Schedule for Air Separators added. Expansion Tank Schedule completed.
- Change 93:** Sheet E0.0 (change identified in *italics*):  
A. Replace General note 16 "*SEE SPECIFICATIONS*"  
B. Replace Project note 1 "*SEE SPECIFICATIONS*"  
C. Delete Project note 2
- Change 94:** Sheet E0.2 See attached.  
Detail Fire Alarm Riser Diagram; add Ansul system in the third floor.
- Change 95:** Sheet E1.0 See attached.  
Delete the Floodlight fixture Mounting and concrete base pull-box detail "NOT USED"  
Add detail "Flog pole fixture mounting and concrete base."
- Change 96:** Sheet E1.2 See attached.  
At sheet storage room 1066, revise the location of the clock.
- Change 97:** Sheet E1.3 See attached.  
A. At the Gymnasium room 2010, delete all motorized backboards "NOT UESD".  
B. At Classroom 2 room 2020, revise the location of the receptacles and data.  
C. At Classroom 2019, add CCTV remote enclosure and IG quad receptacle.
- Change 98:** Sheet E1.4 See attached.  
At Classroom 10 room 2033, revise the location of the receptacles and data

- Change 99:** Sheet E1.5 See attached.  
A. At Classroom 14 room 3013A, revise the location of the receptacles and data  
B. At Classroom 3017, add CCTV remote enclosure and IG quad receptacle.
- Change 100:** Sheet E1.6 See attached.  
At Classroom 22 room 3031, revise the location of the receptacles and data
- Change 101:** Sheet E2.1 See attached.  
At the Dining Room 1032, revise light fixture F6 to instead be light F6b
- Change 102:** Sheets E2.2, E2.3, E2.4 and E2.5 Sheet E2.6 See attached.  
Add switch to classrooms.
- Change 103:** Sheet E2.5 See attached.  
Revise location of switches at Fan Room.
- Change 104:** Sheet E2.6 See attached.  
Revise exit sign at corridor 3002.
- Change 105:** Sheet E4.1 See attached.  
Update the food service equipment schedule. At warming kitchen, add dishwasher Add new circuit number 7 to the survey room 1032. At storage room 1035, add CCTV remote enclosure and IG quad receptacle.
- Change 106:** Sheet E7.2 See attached.  
Add new fixture F6b
- Change 107:** Sheet E8.2 See attached.  
  - Update Panel TP1-B
  - Update panel TP2-B
  - Update panel TP3-B
- Change 108:** Sheet E8.3 See attached.  
  - Update Panel RP2-B
  - Update panel ELP3-A.
- Change 109:** Sheet E8.4 See attached.  
Update panel RP1-C
- Change 110:** Sheet PU1.1 See attached.  
Add 3" sanitary line for dishwasher and dish table.
- Change 111:** Sheet P1.1 See attached.  
Modify vent size from kitchen from 2" to 3". Add hot water and drain connections to food service item 24 – dishwasher. Add hot and cold water and drain connections to food service item 25 – dish table.
- Change 112:** Sheet P1.3 See attached.  
Add overflow drain to canopy roof

- Change 113:** Sheet P2.1 See attached.  
Modify vent size from kitchen from 2" to 3". Add hot water and drain connections to food service item 24 – dishwasher. Add hot and cold water and drain connections to food service item 25 – dish table.
- Change 114:** Sheet P4.1 See attached.  
Add dishwasher and dish table to sanitary riser diagram.
- Change 115:** Sheet P4.2 See attached.  
Add dishwasher and dish table to water riser diagram.
- Change 116:** Sheet C-SP-2.0 Site Preparation information. See attached.
- The stockpile area and associated note have been revised.
  - The Excavation and Backfill Procedure, Legend, and associated notes have been revised for clarity.

### REFERENCE DRAWINGS

**Reference 1:** Added Site Prep Package Drawings and Specification Yellow Paper - For Reference Only

### QUESTIONS & ANSWERS:

- Q1.** The CCTV indoor fixed cameras are ceiling mounted. The CPS security supervisors have always wanted them wall mounted.
- A1.** CCTV indoor fixed cameras layout has been reviewed and approved by CPS.
- Q2.** There are no CRE enclosures showing on the drawings. CPS uses CRE's due to the CAT 6 cable distance limitations to each camera.
- A2.** Added to Addendum No 3.
- Q3.** Project Note 2 on Drawing E0.0 says that "all CCTV and Security Camera, equipment, wiring, and devices are to be provided by CPS." This has not been the case in previous projects. The CPS Security Dept. wants CPS to only provide for our installation the cameras and mounts and the DVR's. We provide the CRE's, cables, and Nitek UTP control devices. General Note 16 includes CCTV Equipment.
- A3.** General note has been revised, included in Addendum No. 3.
- Q4.** Spec. Section 16720 line 1.1A says empty conduit only-separate contract from Security Subcontractor. This type of bid always included the security system subcontractor's bid.
- A4.** Specification has been updated, included in Addendum No. 3.
- Q5.** Project Note 1 on Drawing E0.0 states that "All public Address system devices and wiring within the gym are to be provided by CPS." This also has not been the case previously. The PA System is actually the Intercom and Clock System, which includes all rooms. If you mean the Gym Sound System, Spec. Section 16726 has always dictated that equipment for the Gym and the Cafeteria Sound Systems, which are then linked to the Intercom System. These sound systems are usually part of this project bid.
- A5.** General note has been revised, included in Addendum No. 3.
- Q6.** Spec. Section 16751 is not the correct section for assistive Listening. The ADA consultant for CPS does not want an "IR" System; he wants the "RF" System from either Williams Sound or Listen Technologies, etc.
- A6.** Specification has been updated, included in Addendum No. 3.

- Q7. Will the Materials testing requirements for the Powell Replacement School be provided by the General Contractor?
- A7. Materials testing to be provided as required by project specification. If there is a specific testing question, please submit additional information to clarify your question.
- Q8. Is there irrigation on this job?
- A8. There is no permanent irrigation.
- Q9. Drawing A2.7 indicates the gym will have exposed structural steel, metal deck, conduits and ductwork, Please verify this area to receive Tnemec 10-99 or equal primer per the specifications, with an SP-2 finish per the manufacturer. If this is not the finish required, and steel to be left exposed, please identify.
- A9. See G2.1 Code Matrix, Beams supporting roof only are not rated. Exposed structure in Gymnasium should be painted as per note on A13.6 and specification section 09910.
- Q10. During the technical prebid, the gentleman from Farnsworth specifically noted that all enhanced commissioning must be complete prior to substantial completion. According to LEED version 2.2, enhanced commissioning requires an evaluation POST substantial completion, within 10 months. I assume that Farnsworth's post substantial requirements will not impact the General Contractor from obtaining said substantial completion?
- A10: The requirements noted during the meeting for completion of commissioning tasks prior to substantial completion were in reference to functional performance testing only. Items and responsibilities related to warranty review and seasonal testing will not be required to be complete prior to substantial completion. In addition, execution of the training program can be completed after substantial completion, but must be fully executed and approved prior to final completion. All other items noted within the commissioning sections are to be completed prior to substantial completion as are all items noted specifically noted under PBC general conditions for project closeout.
- Q11. Is there a specific topsoil composition/testing requirement for imported topsoil/planter bed material?
- A11. Yes, see specification sections 02316, 02318, 02900, 02901, 02903 and 02910.
- Q12. Will the perimeter fence be installed in the site work prep package and turned over to the GC to maintain?
- A12. Yes.
- Q13. At what point can we stop settlement monitoring?
- A13. See Book 2A, Section 01400, Part 3.4 Settlement Monitoring.
- Q14. Bid Note BN-3 on sheet S0.0 calls for:
1. 10 cubic yards of normal weight concrete
  2. 5 cubic yards of lightweight concrete
  3. 1.0 tons of reinforcement bars- sizes #4 through #9
  4. 0.5 tons of reinforcement bars – sizes #10 & #11
- Bid Note BN-4 on sheet S0.0 calls for:
1. 2 tons of members weighting 50 pounds per linear foot and greater
  2. 2 tons of members weighting less than 50 pounds per linear foot
  3. 20 beam web penetrations and reinforcement as indicated on the on the typical
- A14. Those quantities listed are to be included in the bid price. Per BN-1, "The contractor's and all subcontractor's bids shall include add/deduct unit process for each of the items listed. The cost for any unused portion of the listed quantities shall be credited to the owner."



- Q15.** My questions is that I need to know were exactly the anchoring [sic] points for the curtain walls are for Powell Elementary. If there is a specific print page that I could go to please let me know or email me the information so I can get this information back to my fabricator asap. Thanks
- A15.** Anchoring requirements of the Aluminum Window Wall system are performance specification based. Successful bidder will be required to submit information and data via shop drawings to demonstrate specification compliance.
- Q16.** Will the aluminum composite panels shown on the canopy need to be insulated panels?
- A16.** Insulation Panels are detailed on A6.8  
Non-Insulation Panels are detailed on A6.9.
- Q17.** Is the "beveled" sash required for these windows per detail 2.A6.12?
- A17.** The window system shall be as described in the specifications and from the list of acceptable manufacturers. The detail referred t was based on a specific manufacturer' system that has a bevel. While not expressly required, the bevel provides more appealing sightlines and sheds water better than one without a bevel.
- Q18.** Where do we start and stop wall tile at boys and girls restrooms?
- A18.** Clarified in ASK-028.
- Q19.** Do any of the staff, admin, kitchen, or kindergarten rooms get tile base?
- A19.** A13.1 Finish Legend, Wall Base Material  
Octagon reading CTC/1 should read CT/1.  
All rooms should have CT cove base to match floor.
- Q20.** Are floors to be install with thinset or mud bed?
- A20.** See 09300. 2.03, A and 3.05B
- Q21.** Not Used
- A21.** Not Used
- Q22.** Do we figure epoxy grout or standard?
- A22.** Floors 09300, 3.06, A  
Walls 09300, 3.04, A
- Q23.** According to the door schedule for the Project, certain openings are indicated to receive "C" fire-labeled wood doors having a sound transmission rating of either STC 30 or STC 30 (See Exhibit A attached). In addition, the Interior Wood Door Specification section 08211/1.01 B. indicated LEED Silver certification based on LEED for schools 2007 requirements. LEED for Schools 2007/EQ Prerequisite 3 indicates a requirement to meet ANSI S12.60-2002 criteria. ANSI S12.60-2002/4/5/5 indicates that wood doors such as those identified above are to have laboratory STC ratings of 30 or more in their operable condition (see Exhibit B attached).  
Many wood door manufacturers make an ordinary "C" fire-labeled wood door using standard construction methods and cost is predictable. However, this type of wood door with standard construction does not have a true STC rating, In the industry, there is a idea that such a wood door with standard construction along with extra Sounds Seal hardware would equate to about an STC 28 or 29 level of performance if it were truly STC rated.  
In order o make a true STC wood door that is certified to achieve a sound transmission rating of STC 30 or higher, a wood door manufacturer uses special construction methods and materials to meet stringent laboratory measurements. As a result, a fire-labeled wood door with a STC rating of 30 or higher is available but at a premium price as compared to fire-labeled wood doors made whit standard construction.

Incidentally, on this project there is an STC-related requirement that is identified in the Door Hardware specification at Section 8710-9/2.11 B.1 & B.2 (see Exhibit C attached).

This Section provides for Sound Seals (gasketing) to be furnished in conjunction with any STC 30 and STC 40 wood doors on the Project presumably to maintain the respective sound transmission quality level for the total opening.

Given the above referenced idea regarding the acoustical performance of fire-labeled wood doors of standard construction coupled with the Sound Seal hardware indicated for those openings in the Hardware Specification, there are differing interpretations in the industry as to whether or not a true STC rated wood door is required. In other words, some are interpreting the documents to mean that a) a fire-labeled wood door with standard construction is acceptable since it gets you close on the sound transmission aspect and is accompanied by the sound seal hardware while others are interpreting the document to mean that b) only a true STC fire-labeled wood door with special construction is acceptable. Which interpretation is correct "a" or "b"?

A clarification on this issue is essential for the PBC and the bidders due to public health as well as the significant price difference between wood doors with standard versus special construction. We respectfully request and interpretation in the form of a written addendum to the Contract Documents. As this Project bids in the near future, your immediate attention to this request will be most appreciated. Please feel free to contact me with any questions. Thank you.

- A23.** It is incumbent upon the contractor to provide and install materials that satisfy the requirements of the project. The contractor is also required to provide the USGBC with acceptable documentation to confirm compliance with the prerequisite requirements as well as achieving all required fire ratings.
- Q24.** Sections 11062 – Stage Rigging & 11052 – Rigging, Curtains and Track both describe the same products. Can one of these sections be deleted?
- A24.** Delete Section 11062, see revised Section 11052, attached.
- Q25.** On Sheet A5.9, Wall Sections 5 and 6 – Is the Prefinished Metal Coping at the top of the Masonry provided by others? What about the Prefinished Metal Coping at the top of the Louvered Screen Wall?
- A25.** This is a coordination issue between G.C. and Sub-contractor; this Prefinished Metal Coping is to be provided.
- Q26.** On Sheet A5.9, Plan Details 2 and 4 – These Details call for Mullion Free Mitered Corners, are 45 degree miters that are NOT welded Acceptable? This joint could be caulked if required. Please clarify if 45 degree is acceptable and whether or not caulk would be required for the joint.
- A26.** These are to be solid welded corners.
- Q27.** On Sheet A3.1, North and East Elevations show Miscellaneous Louvers just below the 2nd Floor Slab, are these louvers to be Model ELF 375X by Ruskin or Equal? Continuation to the question, the Specification 10200, Item 2.04 describes a louver that is not Model ELF 375X or Equal...please clarify the performance criteria in the specification so there is not a contradiction.
- A27.** Smaller openings are to receive louver described in specification section 10200. Large opening to receive ELF375x by Ruskin or approved equal
- Q28.** Specification 10200, Item 2.04, 8 and 2.05, E call for Class I Clear Anodic Coating. Item 2.08 calls for a two (2) coat fluoropolymer finish – Please clarify what finish is required for Miscellaneous Louvers and the Acoustical Louvers. PLEASE NOTE THAT THE MISC. LOUVERS AND THE ACOUSTIC LOUVERS ARE MADE FROM DIFFERENT ALLOYS OF ALUMINUM AND WILL ANODIZE DIFFERENTLY. TO ENSURE COLOR UNIFORMITY, WE SUGGEST USING A PAINTED FLUOROPOLYMER FINISH. MOST SUPPLIERS HAVE A CLEAR ANODIZED COLOR MATCH IN A FLUOROPOLYMER FINISH.
- A28.** Louvers to receive Class I Clear Anodic Coating.

Mayor Richard M. Daley, Chairman

ADDENDUM NO. 3

Page 15 of 18

Erin Lavin Cabonargi, Executive Director

DATE: 4/24/2009

- Q29.** Specification 10200, Item 1.02, B, 1 call for Structural Calculations. Are these Calculations to be Signed and Sealed by a License Engineer in the State of Illinois?
- A29.** Yes
- Q30.** There is a discrepancy in item #1 of the food service spec. The shelving specifies both 3 tier and 4 tier. Which is required?
- A30.** 3 tiers
- Q31.** Single hung window types 2, 3, and 7 are detailed on page A12.2 with exterior sunshades and interior light bars. Section cut 3 on page A6.1 shows the attachment of these sunshades and light bars directly to the windows. This attachment detail is not possible due to the fact that these windows will not provide adequate support for the sunshades / light bars. The addition of perimeter 2" x 4 1/2" Tubelite T1400 (or similar) framing would allow for the direct attachment of the sunshades at the exterior and the light bars on the interior. Will the addition of this perimeter framing be acceptable?
- A31.** The specification says requires reinforcement of the window framing. The solution described above is one way of achieving it. The spec also gives the GC the option of anchoring the sunshades, etc to the cmu back up. They have multiple options to do this as per the spec.

**List of Attachments:**

- Specification Section 11052 Rigging, Curtains and Tracks, complete section. (8 1/2"x11" format)
- Specification Section 15195 Natural Gas Piping, complete section. (8 1/2"x11" format)
- Specification Section 16720 Security System, complete section. (8 1/2"x11" format)
- Specification Section 16750 Assisted Listening Device Systems, complete section. (8 1/2"x11" format)
- ASK-001, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-002, 1 page (~~8 1/2"x11" format~~), dated 4-16-09 *11x17*
- ASK-003, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-004, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-005, 1 page (11"x17" format), dated 4-16-09
- ASK-006, 1 page (11"x17" format), dated 4-16-09
- ASK-007, 1 page (11"x17" format), dated 4-16-09
- ASK-008, 1 page (11"x17" format), dated 4-16-09
- ASK-009, 1 page (11"x17" format), dated 4-16-09
- ASK-010, 1 page (11"x17" format), dated 4-16-09
- ASK-011, 1 page (11"x17" format), dated 4-16-09
- ASK-012, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-013, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-014, 1 page (11"x17" format), dated 4-16-09
- ASK-015, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-016, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-017, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-018, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-019, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-020, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-021, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-022, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-023, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-024, 1 page (8 1/2"x11" format), dated 4-16-09
- ASK-025, 1 page (8 1/2"x11" format), dated 4-16-09

ASK-026, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-027, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-028, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-029, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-030, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-031, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-032, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-033, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-034, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-035, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-036, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-037, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-038, 1 page (8 1/2"x11" format), dated 4-16-09  
ASK-039, 1 page (8 1/2"x11" format), dated 4-16-09  
TSK-001, 1 page (8 1/2"x11" format), dated 4-16-09  
TSK-002, 1 page (8 1/2"x11" format), dated 4-16-09  
C1.0, 1 page (30X42" format), dated 4-16-09  
C5.1, 1 page (30X42" format), dated 4-16-09  
C5.3, 1 page (30X42" format), dated 4-16-09  
A3.1, 1 page (30X42" format), dated 4-16-09  
A3.3, 1 page (30X42" format), dated 4-16-09  
A3.4, 1 page (30X42" format), dated 4-16-09  
A5.1, 1 page (30X42" format), dated 4-16-09  
A5.2, 1 page (30X42" format), dated 4-16-09  
A5.3, 1 page (30X42" format), dated 4-16-09  
A5.4, 1 page (30X42" format), dated 4-16-09  
A5.5, 1 page (30X42" format), dated 4-16-09  
A5.6, 1 page (30X42" format), dated 4-16-09  
A5.7, 1 page (30X42" format), dated 4-16-09  
A5.8, 1 page (30X42" format), dated 4-16-09  
A5.9, 1 page (30X42" format), dated 4-16-09  
A5.11, 1 page (30X42" format), dated 4-16-09  
A6.1, 1 page (30X42" format), dated 4-16-09  
A6.2, 1 page (30X42" format), dated 4-16-09  
A6.3, 1 page (30X42" format), dated 4-16-09  
A6.4, 1 page (30X42" format), dated 4-16-09  
A6.11, 1 page (30X42" format), dated 4-16-09  
A6.12, 1 page (30X42" format), dated 4-16-09  
A7.1, 1 page (30X42" format), dated 4-16-09  
A12.1, 1 page (30X42" format), dated 4-16-09  
S1.1A, 1 page (30X42" format), dated 4-16-09  
S1.1B, 1 page (30X42" format), dated 4-16-09  
S 1.2A, 1 page (30X42" format), dated 4-16-09  
S1.2B, 1 page (30X42" format), dated 4-16-09  
S1.3A, 1 page (30X42" format), dated 4-16-09  
S1.3B, 1 page (30X42" format), dated 4-16-09  
S1.4A, 1 page (30X42" format), dated 4-16-09  
S3.0, 1 page (30X42" format), dated 4-16-09  
S3.1, 1 page (30X42" format), dated 4-16-09  
S3.4, 1 page (30X42" format), dated 4-16-09  
S5.1, 1 page (30X42" format), dated 4-16-09

Mayor Richard M. Daley, Chairman

ADDENDUM NO. 3

Erin Lavin Cabonargi, Executive Director

DATE: 4/24/2009

S5.2, 1 page (30X42" format), dated 4-16-09  
M1.3, 1 page (30X42" format), dated 4-16-09  
M1.5, 1 page (30X42" format), dated 4-16-09  
M1.9, 1 page (30X42" format), dated 4-16-09  
M4.2, 1 page (30X42" format), dated 4-16-09  
M5.4, 1 page (30X42" format), dated 4-16-09  
M5.5, 1 page (30X42" format), dated 4-16-09  
M5.7, 1 page (30X42" format), dated 4-16-09  
M6.1, 1 page (30X42" format), dated 4-16-09  
E0.2, 1 page (30X42" format), dated 4-16-09  
E1.0, 1 page (30X42" format), dated 4-16-09  
E1.2, 1 page (30X42" format), dated 4-16-09  
E1.3, 1 page (30X42" format), dated 4-16-09  
E1.4, 1 page (30X42" format), dated 4-16-09  
E1.5, 1 page (30X42" format), dated 4-16-09  
E1.6, 1 page (30X42" format), dated 4-16-09  
E2.1, 1 page (30X42" format), dated 4-16-09  
E2.2, 1 page (30X42" format), dated 4-16-09  
E2.3, 1 page (30X42" format), dated 4-16-09  
E2.4, 1 page (30X42" format), dated 4-16-09  
E2.5, 1 page (30X42" format), dated 4-16-09  
E2.6, 1 page (30X42" format), dated 4-16-09  
E4.1, 1 page (30X42" format), dated 4-16-09  
E7.2, 1 page (30X42" format), dated 4-16-09  
E8.2, 1 page (30X42" format), dated 4-16-09  
E8.3, 1 page (30X42" format), dated 4-16-09  
E8.4, 1 page (30X42" format), dated 4-16-09  
PU1.1, 1 page (30X42" format), dated 4-16-09  
P1.1, 1 page (30X42" format), dated 4-16-09  
P1.3, 1 page (30X42" format), dated 4-16-09  
P2.1, 1 page (30X42" format), dated 4-16-09  
P4.1, 1 page (30X42" format), dated 4-16-09  
P4.2, 1 page (30X42" format), dated 4-16-09

**ADDENDUM NO. 4 TO CONTRACT NO. 1479**

**Powell Replacement Elementary School  
7511 South Shore Drive  
For  
New Construction**

**DATE:** Monday, May 4, 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:** Replace Site Work Allowance Schedule with Revised Site Work Allowance Schedule May 1, 2009. See attached.

**CHANGES TO SPECIFICATIONS**

**Change 1:** Geotechnical Report, add the attached letters from GEC, Ground Engineering Consultants, Inc., to Sharon Sears dated 2-26-09, 4-27-09 and 4-30-09. See attached

**Change 2:** Cast-In-Place Concrete - Section 03300 (change identified in *italics*):  
2.12 CONCRETE MIXES  
D. Footings and Foundation Walls: Proportion normal-weight concrete mix as follows unless otherwise indicated:  
1. Compressive Strength (28 Days): *5000 psi (34.5 MPa)* with a maximum water cementitious material ratio of *0.40* (non air-entrained).  
2. Maximum Slump at point of placement: 4 inches (100 mm).  
3. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches (200 mm) after admixture is added to concrete with 2- to 4-inch (50- to 100-mm) slump.

**Change 3:** In Book 1, Section III. Instructions for Bidders, Sub-Section X. Award of Contract; Rejection of Bids, Paragraph number 2, delete that paragraph and replace to read as follows;

"Bidder shall assume that no building Work (e.g. foundations) will begin prior to 90 days after Notice to Proceed."

**CHANGES TO DRAWINGS**

**Change 3:** Sheets C0.0, C3.0 and C5.1  
Drawings revised to coordinate with site environmental requirements.

**Change 4:** Sheet L1.1  
Landscape Plan revised to show new trees in locations where existing trees are being removed.

Mayor Richard M. Daley, Chairman  
ADDENDUM NO. 4

Erin Lavin Cabonargi, Executive Director  
DATE: 5/4/2009

- Revised Existing Parkway Tree schedule
- Change 5:** Sheet L2.1  
Revised schedules
- Change 6:** Sheet L2.2  
Added sheet with site environmental requirements
- Change 7:** Sheet AS.1  
Site Plan revised to show new trees in locations where existing trees are being removed.
- Change 8:** ASK-040 Sheet A9.1 See attached.  
Revised Partition Schedule to include partition type G3
- Change 9:** Sheet A13.1  
CT-2 - Revised color to: American Olean 2x2 A89 Cocoa
- Change 10:** SSK-001 Sheet S1.2 See attached.  
Revision to beam penetration on B-line
- Change 11:** SSK-002 Sheet S3.1 See attached.  
Revision to beam penetration schedule
- Change 12:** SSK-003 Sheet S2.1 see attached.  
Revision to reinforcing at transformer enclosure

### **NEW DRAWINGS**

- Change 13:** Added Site Preparation Package
- Project Specification
  - G1.0
  - C-SP-0.0
  - C-SP-1.0
  - C-SP-2.0
  - SE.1

### **QUESTIONS & ANSWERS:**

- Q1.** What is the scale on drawing E1.0 (Electrical Site Plan)? We need a scale to do an accurate takeoff.  
**A1.** Refer to Civil drawings sheet C2.0 for exact scale.
- Q2.** Which fixtures are DIMMED in the Library Rm 3003?  
**A2.** Only fixtures type F6a.
- Q3.** What does the PP symbol denote in each of the classrooms, is this the Mini Z Daylight Management System?  
**A3.** Occupancy Sensor Power Pack

- Q4.** On sheet E6.10, top right hand side, there is a schematic for classrooms with double doors and with single doors. Each schematic has a Mini-Z Daylight Management System with two separate key notes coming in the bottom, one and two respectively. Where are these coming from? Also, there is a key note going out of the top, three and one respectively. Where is this going? Also on that same drawing you have a key note # 7 listed on the schematic but not under the key notes.  
Please clarify what this is.
- A4.** The key notes #2 coming in from the bottom of the Mini-Z is the control power for the Mini-Z (shown below as the black wire which draws 2 amps) & key note #1 is the line feed to the relay inside the Mini-Z (labeled as the blue wire, relay 1, line). The blue wire labeled as the relay1, load is what is shown going out of the top of the Mini-Z. This is labeled as key note #3 & key note #1. Also, I have attached cut-sheet for clarification.  
Key note #7 should be (3) wire #18 AWG stranded to the occupancy sensor.
- Q5.** Ref. P0.1, fixture schedule, under lavatory/sinks, the spec for the WB-1 calls for a (1<sup>st</sup> listed manuf.) Acorn model # 3703; the "type" description calls for a solid surface model; the spec'd. model number (#3703) is a stainless steel washbasin. The cost difference is approx. \$2,100.00 more per unit for the S.S. ones, and there are 12 units. Thor this fixture, I felt and RFI should be submitted Please advise if we are to follow the description "type" spec, or the spec's model number.
- A5.** Provide solid surface washbasin similar to Acorn model 3773. All specified option and accessories shall remain the same.
- Q6.** Please check with contractor on panel finish. The spec calls out only one- Clear Anodized finish, but the drawings show a finish #1, and finish #2. Can you please get this clarified?
- A6.** Color A is clear anodized aluminum, color B is dark brown anodized aluminum.
- Q7.** S0.0 designs call out 5000 psi footings and foundations whereas spec section 03300-8 shows 4000psi, 25% fly ash, and a 0.44 water/ cement ratio. A 4000 psi, 0.44 mix can reach 5000 psi but we need to know if that was the intent or not for pricing.
- A7.** Specification 03300 has been revised to clarify your question.

**List of Attachments:**

Site Work Allowance Schedule - Revised May 1, 2009  
 Geotechnical letter dated 2-26-09, 1 page. (8 1/2"x11" format), **Yellow Paper- For Reference Only**  
 Geotechnical letter dated 4-27-09, 1 page. (8 1/2"x11" format), **Yellow Paper- For Reference Only**  
 Geotechnical letter dated 4-30-09, 1 page. (8 1/2"x11" format), **Yellow Paper- For Reference Only**  
 ASK-040, 1 page (8 1/2"x11" format), dated 5-1-09  
 SSK-001, 1 page (8 1/2"x11" format), dated 5-1-09  
 SSK-002, 1 page (8 1/2"x11" format), dated 5-1-09  
 SSK-003, 1 page (8 1/2"x11" format), dated 5-1-09  
 C0.0, 1 page (30X42" format), dated 5-1-09  
 C3.0, 1 page (30X42" format), dated 5-1-09  
 C5.1, 1 page (30X42" format), dated 5-1-09  
 L1.1, 1 page (30X42" format), dated 5-1-09  
 L2.1, 1 page (30X42" format), dated 5-1-09  
 L2.2, 1 page (30X42" format), dated 5-1-09  
 AS.1, 1 page (30X42" format), dated 5-1-09

Site Preparation Package

Mayor Richard M. Daley, Chairman  
 ADDENDUM NO. 4

Erin Lavin Cabonargi, Executive Director  
 DATE: 5/4/2009



Project Specification, (8 ½"x11" format), dated 5-1-09  
G1.0, 1 page (30X42" format), dated 5-1-09  
C-SP-0.0, 1 page (30X42" format), dated 5-1-09  
C-SP-1.0, 1 page (30X42" format), dated 5-1-09  
C-SP-2.0, 1 page (30X42" format), dated 5-1-09  
SE.1, 1 page (30X42" format), dated 5-1-09

**ADDENDUM NO. 5 TO CONTRACT NO. 1479**

**Powell Replacement Elementary School  
7511 South Shore Drive  
For  
New Construction**

DATE: Monday, May 11, 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: Reschedule Bid Open Date and Time: Thursday, May 14, 2009 at 2:00PM (Board)

Change 2: Replace: Bid Form with revised Bid Form dated: May 6, 2009 (see attached)

**CHANGES TO SPECIFICATIONS**

Change 1: Added Section 02119 Liquids Removal / Disposal

Change 2: Section 15950, 1.5, A  
Replace paragraph with the following:  
*The following companies are acceptable provided the BAS system shall be web based and shall meet all the requirements stated in the specification.*

Change 3: Replace Assistive Listening Device Systems – Section 16750 with attached.

**CHANGES TO DRAWINGS**

Change 3: Sheets C0.0  
Utility Notes:  
Delete note number 9 in its entirety.

Change 4: MSK-001 Sheet M1.9 See attached.  
Separate 2½" gas piping to water heater added to reflect riser diagram. Gas piping to Teacher's Demonstration Desk in Science Classroom taken from gas piping to water heater. Gas piping size to boilers changed to 6" to reflect riser diagram.

Change 5: MSK-002 Sheet M1.13 See attached.  
Separate 2½" gas piping to water heater added to reflect riser diagram. Gas piping size to boilers changed to 6" to reflect riser diagram. Revised heating water pipe size to gymnasium VAV boxes.

Mayor Richard M. Daley, Chairman  
ADDENDUM NO. 5

Erin Lavin Cabonargi, Executive Director  
DATE: 5/5/2009

**Change 6:** MSK-003 and MSK-004 Sheet M4.2 See attached.  
Separate 2½" gas piping to water heater added to reflect riser diagram. Gas piping size to boilers changed to 6" to reflect riser diagram. Revised heating water pipe size to gymnasium VAV boxes to 2".

**Change 7:** MSK-005 Sheet M5.5 See attached.  
Gas piping to Teacher's Demonstration Desk in Science Classroom taken from gas piping to water heater.

**QUESTIONS & ANSWERS:**

- Q1.** We are request more information on plate closure at masonry openings, section 12/A6.10 and 15, 16/A9.2. wide flange beams exterior wall penetration and (visible) interior beam penetration's.  
1) Is this for fireproofing or cosmetic appearance only?  
2) Is this necessary with structural steel receiving a coat of fireproof coating?  
3) If required would this only be in the gym, generator room and fan room on 3rd floor only?  
4) In order to Insure proper alignment with masonry walls, Plates will have to installed in field do to allowable masonry tolerance's. Please provide a field weld and structural detail material sizes?
- A1.** **The plates are to complete the building enclosure and for cosmetic purposes. This condition occurs in locations beyond the third floor of the building. Refer to the Code Matrix, Sheet G2.1 for fireproofing requirements. The plates are to be 3/16" plate with a 3/16" weld.**
- Q2.** In Addendum 3, Sheet M1.9 shows (3) 4" gas lines running from the gas booster pumps up through the ceiling to the 2nd floor. Sheet M1.13 from the original bid documents shows (2) 4" gas lines coming up into the 3rd floor...one for the generator and one for the mechanical room. Should the gas line from the booster to the Science Classroom gas cock really be 4"?Also, it seems the Gas Riser Diagram on Sheet M5.5 of the Addendum doesn't coincide with the piping layout shown on the plans. There is not 2-1/2" nor 6" gas piping shown on the plans. Plus, according to the plans, the gas water heaters AND boilers share service from the same 4" gas pipe that splits within the mechanical room. Please clarify the design intent of the gas piping for this project with revised piping plans and/or Gas Riser Diagram.
- A2.** **Drawings M1.9, M1.13, M4.2 and M5.5 have been revised to address riser diagram: (1) 6" line to boilers, (1) 4" line to the generator, (1) 2-1/2" line to the water heaters. Gas line to the Science Class room is ¾", gas cock is line size.**
- Q3.** Bid Note BN-1 states that all bids should include add/deduct unit prices. This has been further noted in answer 14 in addendum #3. There is no location in the bid form to include these unit prices. Please clarify how these unit prices are to be submitted with our bid.
- A3.** **Not to be included unless it is a PBC requirement.**
- Q4a.** It is our understanding from the site prep technical review meeting that there is water currently on site considered "hazardous". The site prep drawings and specifications do not seem to indicated any hazardous materials on site.
- A4a.** **As stated during the meeting, testing to-date has identified no hazardous waste (soil or water) at the site.**
- Q4b.** Please confirm that the water within the pool is considered "hazardous". If this water is considered "hazardous" please issue requirements for disposal of this water.

- A4b. As stated during the meeting, testing to-date has identified no hazardous waste (soil or water) at the site.
- Q4c. Please confirm that all costs associated with removal of this water is to be by the contractor.
- A4c. Yes – the Contractor is responsible for the costs.
- Q4d. Please confirm that none of the soil is considered "hazardous", but only "non-special-non-hazardous" waste.
- A4d. This is correct.  
**Polynuclear aromatic hydrocarbons (PNAs) were detected at concentrations above TACO Tier 1 residential objectives in soils. Specifications 02316 and 02119 cover removal of the soil and liquid, respectively, from the site.**
- Q5. I reviewed the 4 addenda issued to date and don't see where the following question was addressed: Sheet E1.3, in the middle of the Gymnasium there are 3 Notes listed Notes 2 & 3 indicate that the sound system equipment and the assisted listening devices are to be provided (furnished & installed) by the CPS Keynote 1 on the same sheet indicates we provide concealed raceway & backboxes for sound system which seems to confirm Note 2 You issued a revised spec section 16750 - Assisted Listening Device System in Addendum 3 which seem to contradict Note 3; similar notes are listed in the Dining Room on sheet E1.1 Please clarify what this contract is responsible for as it pertains to the Gymnasium & Dining Room sound system and assisted listening system
- A5. **Specification Section 16750 Assisted Listening Device Systems has been revised to address your question.**
- Q6. Now that the site prep package has been rolled into our contract will the completion time be adjusted to reflect this additional work?
- A6. **No, the duration time has already been adjusted to reflect the additional work.**
- Q7. I understand that the IEPA permit is the issue behind the statement in addendum 3, "Bidder shall assume that no building Work (e.g. foundations) will begin prior to 90 days after Notice to Proceed". If this is worst case it could be a 3 month delay to start the site prep package plus the time to perform the site prep work. Typically our completion time starts from that point. Please clarify.
- A7. **The General Contractor (GC) will be able to start site prep on the date in which the Notice to Proceed is issued. Building work (e.g. foundations) may commence after 90 days from the Notice to Proceed.**
- Q8. What additional insurance issues will need to be addressed by the general contractors now that the site prep package is within our scope of work? Is there a specification for that work to which we can refer to?
- A8. **See Exhibit 2 Book 1**
- Q9. Please provide a copy of the meeting notes which were being taken by the PBC.
- A9. **Formally written questions handed in at the end of the Tech-review will be addressed in this addendum.**
- Q10. Please confirm the exact estimated depth of petroleum impacted soil to be removed. The excavation note on sheet SE.1 states a range of 8 to 12 feet. We will figure 8 feet unless notified otherwise.
- A10. **Soil from grade to 8 feet below can be re-used in the excavation below 3'-0" of depth. Oil impacted soil from 8 feet to 12 feet is to be removed for disposal at an opened approved Subtitle D landfill.**

**Q11.** Please review drawing SE.1 note 4.H. This note is in conflict with the comments made by the Consultants at the Tech. Meeting and is contrary to the GEC Site Preparation recommendation letter dated 4/30/2009.

**A11.** There is not a conflict – the design specifications require CA-6 or CA-7 as subgrade beneath these areas. Even if impacted soil remains beneath these areas, the required subgrade material must be placed.

**Q12.** Is existing topsoil suitable for reuse?

**A12.** Existing topsoil in the PNA impacted area is not suitable for re-use. All else is re-usable. The on-site testing agency can direct if the remaining soil can be amended to match the specifications and geotechnical report requirements that would be suitable for planting mix use or backfill use.

**Q13.** Please provide the quantity of petroleum contaminated water to be removed.

**A13.** Scope of Work for Installation and Removal of Temporary Sheet Piling for Excavation Shoring and Bracing:

1. Temporary sheet pile installation is required to provide groundwater cut-off and excavation support for the removal of petroleum-impacted groundwater, soil, concrete, brick and general construction debris in contact with the groundwater and soil within the approximate 50 ft x 60 ft area as shown on Drawing SE.1 (Soil Excavation Plan) and described in Drawing SE.1 Legend and Notes. Depth of excavation of impacted soil and debris is estimated at approximately 12 ft. Both area and depth is approximate, based on project soil borings and trench excavations.
2. Temporary sheet pile shall be installed minimum 15 ft from the estimated excavation area, i.e., in an approximate 80 ft x 90 ft rectangle area and driven to bedrock estimated at minimum 28.5 ft below grade based on project soil borings.
3. Temporary sheet pile installation and removal shall be in accordance with Project Specification Section 02300.
4. Demolition and removal of utilities, foundations and structures, if located within the sheet pile installation alignment will be performed by the General Contractor.
5. Contractor shall submit installation plan identifying proposed alignment, sheetpile type, and any construction requirements for permitting purposes. Removal shall not take place until excavation and backfilling of impacted soil and debris area is complete, unless otherwise approved by the Commission. Alignment initial survey shall be provided by the General Contractor.
6. Temporary sheeting around the excavation as a cutoff wall, is anticipated to involve handling approximately 1.1 million gallons of water, estimated at a rate of approximately 50 GPM for 2 weeks. 150,000 gallons are to be estimated as petroleum impacted; the remainder is to be estimated as water that can be disposed as un-impacted water.

**Q14.** Please provide an electronic copy of the test pit / trench photos referred to in the GEC report.

**A14.** See attached.

**Q15.** What is the definition of structural soil backfill as indicated in detail 2 on drawing L2.1? Is the intent to utilize CU Structural soil backfill?

Mayor Richard M. Daley, Chairman

ADDENDUM NO. 5

Page 4 of 5

Erin Lavin Cabonargi, Executive Director

DATE: 5/5/2009

**A15. Yes the intent is to use CU Structural soil.**

**Q16. Per our discussion at the technical review meeting on 5-5-09, please provide an allowance for contaminated water removal per drawing SE.1 (defined estimate quantity), with any additional contaminated water being removed or paid for on a unit price basis?**

**A16. See answer to A13.**

**List of Attachments:**

Bid Form, dated 5-6-09

Test Pit / Trenching Photos .zip file

Specification Section 02119 Liquids Removal / Disposal (8 1/2"x11" format)

Specification Section 16750 Assistive Listening Device Systems, complete section. (8 1/2"x11" format)

MSK-001, 1 page (11"x17" format), dated 5-5-09

MSK-002, 1 page (11"x17" format), dated 5-5-09

MSK-003, 1 page (11"x17" format), dated 5-5-09

MSK-004, 1 page (11"x17" format), dated 5-5-09

MSK-005, 1 page (11"x17" format), dated 5-5-09



June 9, 2009

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Assistant Secretary  
PATRICK J. HARNEY

RE: **Notice of Award**

Contract No.: 1479

Type of Work: New Construction

Project : Powell Replacement Elementary School

Project # : 05070

Dear Mr. Strong:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on June 9, 2009 the Commission awarded to your company Contract No. 1479 in the amount of \$26,000,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than June 15, 2009, to the attention of Janice Meeks.

A copy of the fully executed Contract will be released and sent to your office once all requirements have been met.

Sincerely,

Erin Lavin Cabonargi  
Executive Director

cc: D. Kelly, S. Sears, C. Kelly, B. Quinn, R. Giderof, L. Ketterl, Procurement