

PRC

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 Address: 790 N. Central Ave.  
 City/State/Zip: Wood Dale, IL 60191  
 Phone Number: 630-860-7333  
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**TO BE EXECUTED IN DUPLICATE**

BOOK 1:

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

CONTRACT NO. 1496

LITTLE VILLAGE BRANCH LIBRARY  
 2311 SOUTH KEDZIE AVENUE  
 NEW CONSTRUCTION  
 PROJECT #08030

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

Room 200  
 Richard J. Daley Center  
 50 West Washington Street  
 Chicago, Illinois 60602  
 312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

Public Building Commission of Chicago		
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Copy To:		
01 PBC:		
02 PMO:		
03 UAP:		
04 PROJECT No:	08030	
REC'D MAR 04 2010		
Authority 01-		
Controls 02-		
Procure 03-	08-12-01	
Plan/Spec 04-		
Construct 05-		
FFE 06-		
CloseOut 07-		

CN\_KAR\_1496 Little Village Branch Library - 080304

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 Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.

AUGUST 2009 (Rev. 1)

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**EXHIBITS**

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

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**I. INTRODUCTION**

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

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

**II. PROJECT INFORMATION**

**A. General Information**

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

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**NEW CONSTRUCTION**  
**PROJECT #08030**

**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, one-story 16,300 SF full service branch library, steel frame with masonry exterior and will seek LEED silver certification. Site development includes surface parking for 17 vehicles, reading garden and landscaping and fencing to conform to the standards of the City Landscape Ordinance.
  - 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: \$6,647,670.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Library
5. Project is located in Ward: 24<sup>th</sup>
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the North and South Lawndale 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

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8. Documents Available at: Cushing Color, 420 W. Huron Street, Chicago, IL
9. Online Construction Documents Available at: <http://dfs.cushingco.com/pbc.htm>
10. Pre-Bid Meeting Date, Time, and Location: Wednesday, October 14, 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: Thursday, October 15, 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: Thursday, November 5, 2009 at 2:00PM
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contingency Fund: \$200,000.00
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
18. Source of Funding: City of Chicago

**B. Time of Completion**

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

**C. Commission's Contingency Fund**

1. The Commission's Contingency Fund for this project is: \$200,000.00
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 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/dol/CM/countym.htm](http://www.state.il.us/agency/dol/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 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

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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 MWBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

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

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**K. Local Business Subcontracting Participation and Community Hiring**

In order to ensure that local businesses that provide subcontracting work to general contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

1. **Local Subcontracting Requirement**
  - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - b. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
2. **Community Residents Requirements.** At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
  - a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
  - b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

**L. 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.

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**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. Submission of Bid**

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

**R. 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.

**S. Opening of Bids**

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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.

**T. 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.

**U. 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.

**V. Performance and Payment Bond and Insurance**

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

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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.

#### X. 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.

#### Y. 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.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1496  
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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. 1496, 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

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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.

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BID FORM

	AMOUNT
Work	\$ 5,294,000
Site Work Allowance	\$200,000.00
Commission's Contingency Fund	\$200,000.00
<b>TOTAL BASE BID</b>	<b>\$ 5,694,000</b>

AWARD CRITERIA FIGURE

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

\$ 5,457,699

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

Travelers Casualty and Surety Company of America

215 Shuman Blvd.

Naperville, IL 60126

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**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$16.00
24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00



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

Total Allowance Fund =           \$200,000.00          

**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.

PUBLIC BUILDING COMMISSION OF CHICAGO  
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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edmund Johnson  
Secretary

Richard A. Daley  
Chairman

CONTRACTING PARTY  
(Print or type names underneath all signatures)

Sollitt/Oakley Joint Venture  
Contractor Name

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

If a Corporation:

By \_\_\_\_\_

President  
Title of Signatory

ATTEST:  
By \_\_\_\_\_

Secretary  
Title

CORPORATE SEAL

If a Partnership:  
Augustine Afriyee  
Oakley Construction Company, Inc.

7815 S. Claremont Ave.  
Chicago, IL 60620  
Address

Partner

Howard Strong  
Partner  
Howard Strong  
The George Sollitt Const. Co.

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

Partner

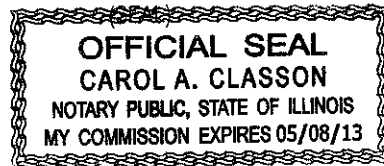
If a Sole Proprietorship:

Signature \_\_\_\_\_

NOTARY PUBLIC

County of DuPage State of IL  
Subscribed and sworn to before me on this 5th day of November, 2009.

Carol G. Classon  
Notary Public Signature  
Commission Expires: ~~11/20/09~~ 05/08/13



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C. Corporate Resolution (if a Corporation)

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

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

WHEREAS, this corporation submitted a bid, dated November 5, 2009 to the Public Building Commission of Chicago, for Contract No. 1496 of said Commission;

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

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

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

President: Augustine Afriyie  
Vice President: Anthony Kwateng  
Secretary: Anthony Kwateng  
Treasurer: \_\_\_\_\_  
Assistant Secretary: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 5th day of November, 2009.

Anthony Kwateng  
Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO  
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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, 20 09, 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 November 5, 20 09 to the Public Building Commission of Chicago, for Contract No. 1496 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 5th day of November, 20 09.

  
Secretary

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**V. PROPOSAL SUPPORT DOCUMENTS**

**A. Basis of Award (Award Criteria)**

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

**1. Instructions**

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the truck drivers. Watchmen and custodial workers are not creditable in the formula.

**2. Award Criteria Formula**

		See Total Base Bid on Page 14
Line 1.	Base Bid, in figures	<u>                    </u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>                    .45                    </u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>                    </u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>                    .50                    </u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>                    </u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>                    .50                    </u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>                    </u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>                    - 0 -                    </u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>                    </u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	<u>                    .10                    </u>

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(Maximum figure 0.10)

- Line 11. Multiply Line 10 by Line 1 by 0.03 \_\_\_\_\_
- Line 12. Percentage of the total Laborer hours that the Contractor proposes  
 to be worked by female Laborers during construction of the project.  
 (Maximum figure 0.10) 0.05 HMS
- 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 journeymen, 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 journeymen, 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.6., 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 Journeymen, apprentices, and laborers respectively, the following shall apply.

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

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

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

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

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

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

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

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

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

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

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

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication 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.

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- 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.



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**6. Major Trades**

- |                         |  |
|-------------------------|--|
| Asbestos Workers        | Operating Engineers                    |
| Boiler Makers           | Painters                               |
| Bricklayers             | Pile Driver Mechanics                  |
| Carpenters              | Pipe Fitters/Steam Fitters             |
| Cement Masons           | Plasterers                             |
| Electricians            | Plumbers                               |
| Elevator Construction   | Roofers                                |
| Glaziers                | Sheet Metal Workers                    |
| Mechanists              | Sprinkler Fitters                      |
| Machinery Movers        | Steel Fabricators (in shop or on-site) |
| Ornamental Iron Workers | Technical Engineers                    |
| Lathers                 | Tuck Pointers                          |

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

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

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
<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>





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SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

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

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

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

A. Financial decisions

See attached Joint Venture Agreement dated November 5, 2009

B. Management decisions such as:

1) Estimating

See attached Joint Venture Agreement dated November 5, 2009

2) Marketing and Sales

See attached Joint Venture Agreement dated November 5, 2009

3) Hiring and firing of management personnel

See attached Joint Venture Agreement dated November 5, 2009

4) Other

See attached Joint Venture Agreement dated November 5, 2009

C. Purchasing of major items or supplies

See attached Joint Venture Agreement dated November 5, 2009

D. Supervision of field operations

See attached Joint Venture Agreement dated November 5, 2009

E. Supervision of office personnel

See attached Joint Venture Agreement dated November 5, 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 November 5, 2009

The George Sollitt Construction Company to provide accounting services.

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

See attached Joint Venture Agreement dated November 5, 2009

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

\_\_\_\_\_  
\_\_\_\_\_

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SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

The George Sollitt Const. Co.

Name of Joint Venturer

Howard Strong  
Signature

Howard Strong

Name

President

Title

November 5, 2009

Date

State of IL County of DuPage

On this 5th day of November, 2009

before me appeared (Name)

Howard Strong

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

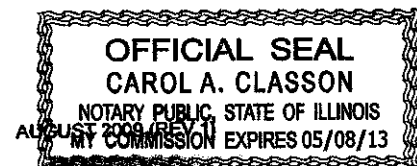
Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Carol A. Clason  
Notary Public

Commission expires: ~~11/28/09~~  
(SEAL) 05/08/13



Oakley Construction Company, Inc.

Name of Joint Venturer

Augustine Afriyie  
Signature

Augustine Afriyie

Name

President

Title

November 5, 2009

Date

State of IL County of DuPage

On this 5th day of October, 2009

before me appeared (Name)

Augustine Afriyie

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt/Oakley Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Carol A. Clason  
Notary Public

Commission expires: ~~11/28/09~~ 05/08/13  
(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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

Name of Project: Little Village Branch Library

Project Number: 1496

FROM:  
Evergreen Supply Co MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:  
Sollitt/Oakley 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                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/23/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Materials

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

\$ 180,000

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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:

Evergreen Supply Co  
Name of MBE/WBE Firm (Print)  
11/6/09  
Date  
773-375-4750  
Phone

Colleen Kramer  
Signature  
Colleen Kramer  
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

Jamie L. Rhee  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-0010 (FAX)  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

September 23, 2009

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

**Annual Certificate Expires: October 1, 2010**  
**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, 2010**.

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**









City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Hall, Room 403  
North LaSalle Street  
Chicago, Illinois 60602  
Phone: 744-4900  
Fax: 744-2949 (TTY)

<http://www.cityofchicago.org>

July 23, 2010

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

**Annual Certificate Expires: October 1, 2010**  
**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, 2010.**

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; Construction Materials**

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/emc  
*Expansion Granted: Construction Materials*

**IL UCP HOST: CITY OF CHICAGO**





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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 Const. Co.

Name of Contractor (Print)

11/5/09

Date

Phone

IF APPLICABLE:

By:

Oakley Construction Company, Inc.

Joint Venture Partner (Print)

November 5, 2009

Date

773-434-1616/773-434-2134

~~630-860-7333/630-860-7347~~

Phone/FAX

Signature  
Howard Strong

Name (Print)

Signature  
Augustine Afriyie

Name (Print)

MBE  WBE  Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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 No. 1496  
**LITTLE VILLAGE BRANCH LIBRARY**

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

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

	1	2	3	4	Awards Pending	TOTALS
Project	Westinghouse	Langston Hughes	Boone Clinton			
Contract With	PBC	PBC	PBC			
Estimated Completion Date	8/2009	8/2009	8/2010			
Total Contract Price	\$70,250,854	\$30,220,000	\$23,343,000			\$123,813,854
Uncompleted Dollar Value if Firm is the GC	\$644,731	\$1,025,964	\$18,840,512			\$20,511,207
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						\$20,511,207

Uncompleted Work as of 9/30/09

**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	TO NUMEROUS TO LIST					
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1496  
**LITTLE VILLAGE BRANCH LIBRARY**

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.	TO NUMEROUS TO LIST					
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 No. 1496  
**LITTLE VILLAGE BRANCH LIBRARY**

**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	TO NUMEROUS TO LIST				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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

November 5, 2009

Date

Howard Strong  
Name (Type or Print)

Representative

Title

Sollitt/Oakley Joint Venture  
Bidder Name

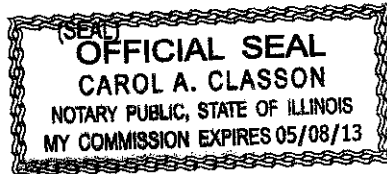
790 N. Central Ave.  
Address

Wood Dale                      IL      60191  
City                                      State                      Zip

Subscribed and sworn to before me  
this 5th day of November, 2009

*Carol A. Classon*  
Notary Public

Commission expires: ~~11/20/09~~  
05/08/13



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No. 1496**  
**LITTLE VILLAGE BRANCH LIBRARY**

**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 The George Sollitt Construction Company  
 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? \_\_\_\_\_

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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

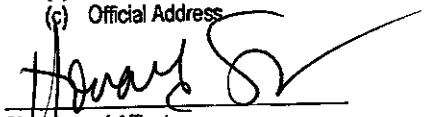
_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

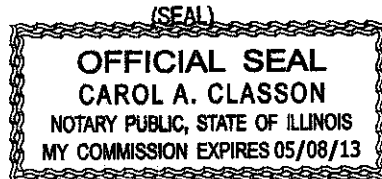
- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

  
Signature of Affiant

Subscribed and sworn to before me this 5th day of November 20 09

Carol G. Classon  
Notary Public

My Commission expires: ~~11/28/09~~  
05/08/13



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1496  
**LITTLE VILLAGE BRANCH LIBRARY**

**Disclosure Of Retained Parties**

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

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: New Construction

Description of goods or services to be provided under Contract  
1496 - Little Village Branch Library

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1496  
**LITTLE VILLAGE BRANCH LIBRARY**

Retained Parties:

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

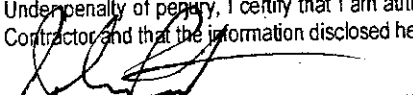
4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information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

Little Village Branch Library			
Name	Business Address	Relationship	Fees
Evergreen Supply Company	9901 S. Torrence Ave. Chicago, IL 60617	Supplier	\$180,000
Beckit, Inc.	27992 W. Route 20, Unit 13 Lakemoor, IL 60051	Supplier	\$50,000



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1496  
LITTLE VILLAGE BRANCH LIBRARY

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.

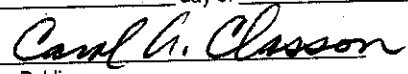
  
\_\_\_\_\_  
Signature

John Pridmore  
\_\_\_\_\_  
Name (Type or Print)

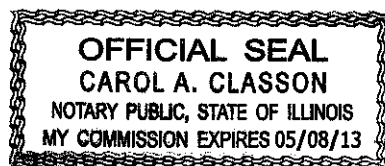
November 6, 2009  
\_\_\_\_\_  
Date

Representative  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this 6th day of November, 2009 (SEAL)

  
\_\_\_\_\_  
Notary Public

Commission expires: 05/08/13



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1496

**PERFORMANCE AND PAYMENT BOND**

Contract No. 1496

Bond No. 105290986

---

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

---

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 Five Million Six Hundred Ninety-Four Thousand  
Dollars and No Cents (\$5,694,000.00) 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 November 10, 2009, for the fabrication, delivery, performance and  
installation of

Little Village Branch Library  
2311 S. Kedzie Avenue, 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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1496

arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations 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 Five Million Six Hundred Ninety-Four Thousand Dollars and No Cents (\$5,694,000.00) 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.

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IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 11/12/09, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Anthony J. Kuchip  
Name

790 N. Central  
Business Address

Wood Dale IL  
City State

CORPORATE SEAL

ATTEST:

BY \_\_\_\_\_

Secretary  
Title

790 N. Central Avenue  
Wood Dale, IL 60191

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

BY Howard Sw (Seal)  
Individual Principal J/V Representative

[Signature] (Seal)  
Individual Principal

Solid Oakley Joint Venture

Corporate Principal

BY Howard Sw

President Representative  
Title

Travelers Casualty and Surety Company  
Corporate Surety of America

[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 \$ 7.11 per thousand. \*\*  
Total amount of premium charged is \$ 40,499.00 \*\*

\* 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.

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

**BOND APPROVAL**

BY   
Secretary,  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of ~~Somerset Development~~ corporation named as Principal in the foregoing performance and payment bond, that \_\_\_\_\_ who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**CORPORATE SEAL**



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 219810

Certificate No. 003131166

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

On this the 26th day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., 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

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**Document Submittal Checklist**

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

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

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

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

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

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

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

**Cook County Prevailing Wage for October 2009**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
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		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	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		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		FLT 1		49.800	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		FLT 2		48.300	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		FLT 3		43.000	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		FLT 4		35.750	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER		BLD		38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030



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ROOFER	BLD	37.000	40.000	1.5	1.5	2.0	7.250	5.270	0.000	0.330
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD	27.360	28.210	1.5	1.5	2.0	4.350	2.530	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	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
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	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

**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.

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If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

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

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

**CERAMIC TILE FINISHER**

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

**COMMUNICATIONS ELECTRICIAN** - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and

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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.

**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;

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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, 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.

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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 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);

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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 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;

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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 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 217-782-1710 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 \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to waiver of its Kotecki rights

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 and the 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, including the two year completed operations periods.

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 and the 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,



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must have an extended reporting period of two (2) years. The Public Building Commission and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after Substantial Completion. 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 and the City of Chicago must be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission and/or City of Chicago 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 from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

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The Commission reserves the right to obtain copies of insurance policies and records

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission and the City of Chicago will 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.

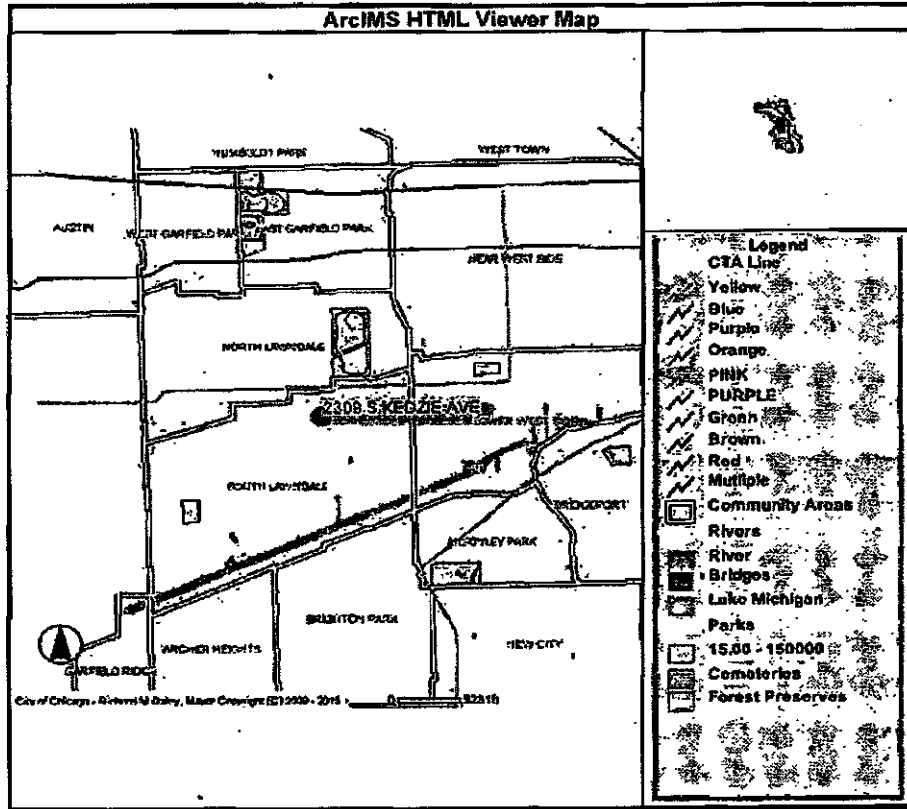
The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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.

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EXHIBIT # 3 COMMUNITY AREA MAP  
 NORTH AND SOUTH LAWNSDALE



## JOINT VENTURE AGREEMENT

This Agreement made and executed this 5th day of November, 2009, by and between THE GEORGE SOLLITT CONSTRUCTION COMPANY, an Illinois corporation, having its principal place of business at 790 N. Central Ave., Wood Dale, Illinois 60191, hereinafter sometimes referred to as "SOLLITT" and OAKLEY CONSTRUCTION COMPANY, Inc., an Illinois corporation, having its principal place of business at 7815-19 S. Claremont Ave., Chicago, Illinois 60620-5812, hereinafter sometimes referred to as "OAKLEY".

### WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Little Village Branch Library – Contract No. 1496, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the "Contract", and the project and work there under is hereinafter referred to as the "Project", and
- B. SOLLITT and OAKLEY intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:
  1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "Sollitt/Oakley Joint Venture", but is in this Agreement referred to as the "Joint Venture". The sole and exclusive purpose of the

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

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

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

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

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

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

It is agreed by both parties that Sollitt and Oakley are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 25% of the value of the Contract shall be issued to Oakley Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Oakley Construction shall include, but is not limited by, masonry work, carpentry and miscellaneous general trades. Specific contributions of equipment to be provided by Oakley 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. Oakley shall provide personnel to supervise, manage and control its Contract scope of work by providing the services of a project superintendent and assistant project manager, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Oakley will self-perform carpentry work including furnishing and installing hollow metal and wood doors. Like wise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to The George Sollitt Construction Company. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

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



deposit in such bank account such proportional amounts as shall be designated by the parties.

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

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

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

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

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

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

**SOLLITT**

Representative: Howard Strong

Alternate: John Pridmore

**OAKLEY**

Representative: Augustine Afriyie

Alternate: Anthony Kwateng

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

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

control of a Project Controller. The Project Controller shall be nominated by the Representatives of SOLLITT and OAKLEY and shall serve as Project Controller during their pleasure; the Project Controller at the time of appointment shall be an employee of SOLLITT.

15. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at the Project office of the Joint Venture. All records of the Joint Venture shall be open for inspection by SOLLITT or OAKLEY at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion basis for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and as to the financial condition of the Joint Venture as requested. At the completion of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.

(b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

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

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

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

(a) Wages paid for labor in the direct employ of the party but engaged directly in the performance of the work of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such welfare or other benefits, if any, as may be payable with respect thereto.

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

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

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

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

17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to

agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

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

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner shall fully insure the equipment at its cost and the Joint Venture shall not be responsible

for the loss of or any damage to the equipment while it is in the custody or control of the Joint Venture.

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

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

19. (a) If the performance of the Contract results in a loss, the parties shall be obligated in accordance with Paragraph 8 for any such loss (irrespective of the fact that SOLLITT or OAKLEY may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and OAKLEY for the bearing of losses shall continue with respect to any claims which at any time, either before or after the



completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing done within their authority in connection with the performance of the Contract.

(b) In the event of loss:

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

unsatisfied, then the indemnity provisions of Paragraph 8 of this Agreement shall become operative, so as to insure that neither party shall bear more than its proportionate share of the loss.

20. In connection with any matter arising under the Contract, in no event shall either SOLLITT or OAKLEY be liable to the other, or the Joint Venture, for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate of the Joint Venture or any member of the Joint Venture management team be liable to SOLLITT, OAKLEY, or the Joint Venture, except for direct (but no consequential) damages resulting from actual fraudulent or dishonest conduct.

21. In no event shall either SOLLITT or OAKLEY be liable to the other or the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages.

22. Upon the bankruptcy or insolvency of either SOLLITT or OAKLEY or should either party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the "insolvent party") and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the

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

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

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

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

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

26. Subject to the provisions of Paragraph 25 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

27. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

28. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notices of change of address is given.

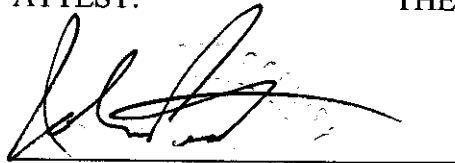
29. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.

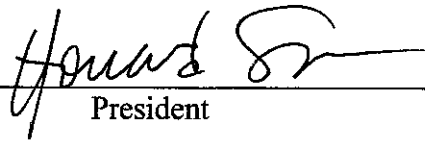
30. The business address for this Joint Venture shall be: 790 North Central Avenue, Wood Dale, Illinois, 60191.

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

ATTEST:

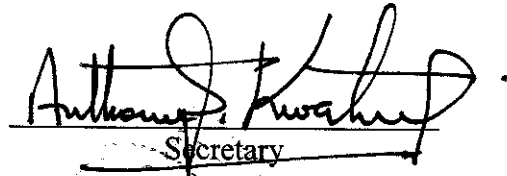
THE GEORGE SOLLITT CONSTRUCTION COMPANY

  
Secretary

By   
President

ATTEST:

OAKLEY CONSTRUCTION COMPANY, INC.

  
Secretary

By   
President

**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 :

OAKLEY CONSTRUCTION CO, INC  
7815 S. CLAREMONT AVENUE  
CHICAGO IL 60620

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04283

CERTIFICATE NUMBER: GC04283-6

FEE: \$ 2000

DATE ISSUED: 04/27/2009

DATE EXPIRES: 04/16/2010

**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  
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>

August 21, 2009

Augustine Afriye, President  
Oakley Construction Company, Inc.  
7815 South Claremont Avenue  
Chicago, Illinois 60620

Annual Certificate Expires: June 1, 2010  
Vendor Number: 1000277

Dear Mr. Afriye:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until June 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by June 1, 2010.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit 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:

**General Contractor; Commercial and Institutional Building Construction;  
Project Management Services; Construction Management Services**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

**IL UCP Host: CTA**





**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO.01 TO CONTRACT NO. 1496**

**For  
LITTLE VILLAGE BRANCH LIBRARY  
2311 SOUTH KEDZIE  
NEW CONSTRUCTION  
PROJECT# 08030**

**DATE:** October 28, 2009

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

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

Change 1: Add the following Specification Sections, Provided by PBC and Mactec Engineering and Consulting Inc.

02116	Underground Storage Tank Removal.....	02116 1-4
02119	Special Nonhazardous Special, and Hazardous..... Waste Liquids Removal and Disposal	02119 1-10
02316	Soil, Fill, Backfill, CU Structural Soil, & Construction .....	02316 1-10
	And Demolition Debris Removal	
02318	Acceptance of Backfill, Topsoil & CU Structural Soil .....	02318 1-5

Change 2: Delete Spec Section 02870, Part 2.1 A 1 b. And add: 48" bench, backless and no arms.

Change 3: Delete Spec Section 02870, Part 2.1 A 1 d. And add: Imbedded mounting on 8" deep poured in place concrete pad per manufacturer's specifications.

Change 4: Delete Project Spec Section 02900, Part 1.1 B.13. And add: Final Acceptance

Change 5: Delete Project Spec Section 02900, Part 1.2 C. And add: Submit two copies of Landscape Maintenance Binder at Final Acceptance. Include copies of original nursery invoices, edge, gravel sources, copy of as-landscape built drawing, written maintenance instructions for care of installed plants on a 4 season basis, Contractor contact information, other pertinent information related to care of specified installation.

Change 6: Delete Project Spec Section 02900, Part 1.2.E.13. And add: Submit copies of test analysis indicating pH, cation exchange capacity (CEC) percentages of gravel, sand, silt, clay, organic matter, and major micronutrient groups in the analysis for imported topsoil and topsoil from site (if any).

Change 7: Delete Project Spec Section 02900, Part 1.2.H. And add: Plant Protection Record: Provide adequate plant protection, including protection from overhead construction activities, for all existing plantings to remain, and all new planting installations through the Final Acceptance. Provide photo record of existing plantings to remain, note condition and size. Review proposed

**Mayor Richard M. Daley, Chairman**

**Erin Lavin Cabonargi, Executive Director**

## PUBLIC BUILDING COMMISSION OF CHICAGO

method of protection with Owner's Representative prior to start of work, and install prior to Demolition.

- Change 8: Add to Spec Section 02900 Part 1.3 D.1  
a. Trees shall be tagged on the north side of the tree so that it will be marked for correct placement at the site. See 3.2 F.1.a., in this specification section. Plant materials transported to the site without proper nursery tagging will not be accepted for installation.
- Change 9: Add to Spec Section 02900 Part 1.3  
J. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.
- Change 10: Delete Project Spec Section 02900, Part 1.5 E.4. And add: Protect landscaped areas with approved temporary fencing through Final Acceptance, or through period directed by Owner's Representative.
- Change 11: Delete Project Spec Section 02900, Part 2.1 A.2. And add: Deliver fresh nursery material to site in a healthy state. Request Owner's Representative inspection at time of delivery. Provide copies of delivery ticket. Maintain plants in healthy condition through Final Acceptance and Warranty Period (See 1.4 B 5.a).
- Change 12: Delete Project Spec Section 02900, Part 3.2 B.9. And add: Provide maintenance of finished grades and landscaping through Final Acceptance and Warranty period. Repair grades and landscaping as needed due to erosion, disturbance caused by Contractor activity.
- Change 13: Delete Project Spec Section 02900, Part 3.2 C.9. And add: Excavate circular pits with vertical side for plants, except for ground cover or other bedding type plant material. Scarify edges of tree pits.
- Change 14: Delete Project Spec Section 02900, Part 3.2 F.1.a. And add: Set balled and burlapped stock on layer of hand-compacted soil, plumb and in proper alignment, with top of ball and basal flare approximately 3" above adjacent finished landscape grades. Adjust tree to have its north side (as marked at the nursery) so it will have the same orientation at the new site. Remove burlap, twine, and pins from top half of rootball, retain on bottoms. Remove top 1/3 of wire basket. When plant is set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately two thirds full, fill excavation with water and let drain before placing remainder of backfill. Construct 4" to 6" height earthen watering saucer at perimeter of ball, firmed to resist erosion, and water completed planting thoroughly.
- Change 15: Add Spec Section 02900, Part 3.2 M: Stakes and Guys  
a. As directed by Owner's Representative, provide stakes and deadmen of sound new hardwood, free of knotholes and other defects. Provide wire ties and guys of two strand, twisted, pliable galvanized iron wire, not lighter than 12-gauge (2.68 mm) with zinc coated turnbuckles. Provide not less than 1/2-inch (13 mm) diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires. Each wire and stake must be flagged with strands of brightly colored ribbon for visibility.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 16: Delete Project Spec Section 02900, Part 3.5 B. And add: Upon completion of planting, remove excess soil, stones, trash, and debris and dispose of off-site in legal manner.
- Change 17: Delete Project Spec Section 02900, Part 3.5 B. And add: Upon completion of planting, remove excess soil, stones, trash, and debris and dispose of off-site in legal manner.
- Change 18: Delete Project Spec Section 02900, Part 3.6 A. And add: Maintain plant material until landscape operations have received Final Acceptance for the project.
- Change 19: Delete Project Spec Section 02900, Part 3.6 C. And add: Remove trash in beds and parkways, and in all plant material as part of work.
- Change 20: Delete Project Spec Section 02900, Part 3.6 D. And add: Maintain perennial beds, including parkways, for the duration of the growing season during which they were installed, through Final Acceptance.
- Change 21: Delete Project Spec Section 02900, Part 3.6 F. And add: Contractor must continue to provide continued maintenance to tree, shrub, and groundcover plantings following completion of all Contract Work, and for 24 months from the date of substantial completion.
- Change 22: Delete Project Spec Section 02900, Part 3.6 H.2. And add: Provide watering, including provision of gator bags, if needed to assist in woody plant establishment through the second year following Final Acceptance. This includes review of plantings with the Owner's Representative in May of the second year.
- Change 23: Delete Project Spec Section 02900, Part 3.6 I. And add: Perennial, Forb, Grasses, Bulb Seasonal Maintenance: (Note: this work is included in the contract as part of the Final Acceptance and Warranty Period scope)
- Change 24: Delete Project Spec Section 02900, Part 3.7 Title "PROJECT ACCEPTANCE". And add: FINAL ACCEPTANCE
- Change 25: Delete Spec Section 02900, Part 3.7 A. And add: Final Acceptance: Upon substantial completion of the project, the Owner's Representative will inspect landscape work for acceptance.
- Change 26: Delete Spec Section 02900, Part 3.7 E. And add: Following Final Acceptance, the Owner will take over responsibility of removal of trash and weeds within planting beds, cultivation of mulch, and notification of Owner's Representative of defects in the installation, general monitoring of plant materials, and coordinating with the Contractor related to protection of landscape items.
- Change 27: Delete Spec Section 02900, Part 3.8 A. And add: The Warranty Period begins upon Final Acceptance of the plant material and written notification of Final Acceptance by the Owner. Warranty period will require warranty and maintenance of all plant material for one (1) year from the date of Final Acceptance.
- Change 28: Delete Spec Section 02900, Part 3.8 B. And add: During Warranty Period, Contractor must provide deep watering at beginning of Spring, and seasonal watering of trees, woody plants,

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

perennial and grass beds after Final Acceptance and through the end of the Warranty Period to prevent plants from going into dormancy in periods of drought or low rain, as part of this work.

- Change 29: Delete Spec Section 02900, Part 3.8 D. And add: Contractor must Warranty for period of one year from the date of Final Acceptance, replacement of plant which had died, or is in dying condition, or which has failed to flourish in such manner that its usefulness or appearance has been impaired. Remove dead plants within 4 weeks of verification by Owner's Representative, and replace within appropriate planting season. Replace any tree with dead main leader or crown which is 25% or more dead. Contractor to provide an extended Warranty for replaced plants, one year from the day of planting, and provide necessary maintenance for establishment.
- Change 30: Add to Spec Section 04270 2.2 A.: 5: Stonecast Products, Inc
- Change 31: Delete Spec Section 04810, Part 2.4 C 9  
Add Spec Section 04810, Part 3.4 C9:  
9. Color and Texture:  
a. Endicott: Color 1- Desert Ironspot Dark Smooth; Color 2- Golden Buff Velour  
b. Taylor: Color 1 - #1-09 N Pink Smooth Ironspot; Color 2 - #1-01B Buff Smooth Ironspot  
c. Interstate: Color 1 - Ochre Buff L-4 Matte; Color 2 - Desert Sand L-4 Matte  
d. Sioux City: Monterey Ironspot Smooth; Color 2 - Clear Buff Velour
- Change 32: Delete Spec Section 08520 2.3 C, D, G., and I. NO corresponding additions
- Change 33: Delete Spec Section 08520 B.1.a. and add: a. Basic Wind Speed 70 MPH
- Change 34: Delete Spec Section 08520 2.3 B 1. And add: 1. Performance Glass and Grade: AW 65
- Change 35: Add to Spec Section 08520 1.3  
E. Air-Infiltration Rate for Operating Units: Not more than 0.3 cfm/sq. ft. (2.06 cu. m/h per m) of operable sash joint for an inward test pressure of 6.24 lbf/sq. ft. (299 Pa).  
F. Air-Infiltration Rate for Fixed Windows: Not more than 0.15 cfm/ft. (2.74 cu. m/h per m) of area for an inward test pressure of 6.24 lbs/sq. ft. (299 Pa).  
G. Uniform Load Deflection: No deflection in excess of 1/175 of any member's span during the imposed load, for a positive (inward) and negative (outward) test pressure of 60 lbf/sq. ft. (2873 Pa).  
H. Structural Performance: No failure or permanent deflection in excess of 0.4 percent of any member's span after removing the imposed load, for a positive (inward) and negative (outward) test pressure of 30 lbf/sq. ft. (1437 Pa).  
I. Condensation Resistance: Where window units are indicated to be "thermally improved," provide units tested for thermal performance according to AAMA 1503.1 showing a condensation resistance factor (CRF) of 45.
- Change 36: Add the following Reports, Provided by the Public Building Commission for Information Only  
Phase 1 Environmental Assessment - May 2008  
Phase 2 Environmental Site Assessment - April 6, 2009  
Phase 2 Environmental Site Assessment - June 26, 2009

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## QUESTIONS & ANSWERS:

Q1: I'm interested in bidding on the telephone system and any wireless internet access equipment. Can you tell me if those items are included in the bid packages or will they be procured separately?

A1: **They are not included in the bid packages.**

Q2: follow-up to my previous questions regarding millwork tops on metal shelving units  
Sheet A16.2, shelving unit S7C indicates a wood top  
Sheet A16.1 shows keynote 1 on shelving units S7D, S2B and S7A  
None of these shelving units (S7D, S2B and S7A) have a note indicating a wood top on A16.2  
In fact, I cannot locate S7C shelving units anywhere on A16.1

A2: **See Detail elevations. S7C located near Column 3C**

Q3: Keynote 7 on A1.1 points to only (4) shelving locations  
"Typical" does not appear next to the keynote on the floor plan or the legend  
Keynote 1 on A16.1 point to different shelving units than keynote 7 on A1.1  
Please clarify exactly which metal shelving units are to receive the millwork tops

A3: **Keynotes are tailored for each individual sheet.**

Q4: Solid Surface tops

1. The specs indicate stainless steel tops with integral bows. This item is not indicated on the drawings. Please clarify.

2. The men's and women's restrooms are spec'd for Alkemi. There appears to be no color selection. Please specify.

3. On page A11.2 detail 3, the community room indicates a quartz top and a 1'-6" back splash. A13.3 detail 5 indicates an Alkemi top with a 4" backsplash. Please verify.

Doors/Frames/hardware

1. The door schedule identifies door #113A with hardware set#19. It appears that #4 or #4A would be accurate. Please verify.

2. The Door schedule identifies door #102A calls for hardware set #5. It appears that #20 would be accurate. Please verify.

A4: **1 we cannot find the reference to Stainless steel tops**

**2 See Section 06402 -2.2 J for color selections**

**3. Alkemi**

**Doors and Frames**

**1-This appears to be correct.**

**2 This appears to be correct.**

Q5: Furniture/Millwork

A16.1, Keynote 1 indicates millwork top for "all shelving lower than 48" H"

There is a set of type S7B shelving along column line "D" that do not have a keynote 1 attached to them

Please clarify if these shelves require a millwork top

Electrical Service

Sheet C4.0 shows a concrete encased ductbank from the building to the Property Line

Sheet ES0.1 shows a concrete encased ductbank from the building to a pull box at the Property Line but also shows a line extending to "ComEd Xmf"

This extension is not shown

Sheet E5.1 shows a "ComEd Primary Feeder" (similar to ES0.1) but does not show the distance of the feed

Is the ComEd Primary Feeder part of this contract?

If so, please provide routing of this line

A5: **They do require a millwork top**

**The Library contractor shall provide a concrete encased ductbank between the building and pull box located at the property line. The Fire Station contractor shall provide the pull box and concreted encased ductbank**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

between the pull box and pad mounted utility transformer. Additionally, the Library contractor to provide all cabling from the secondary side of the pad mounted transformer. Transformer is located on Fire Station portion of site and is approximately 100ft from pull box. Refer to sheet E1.1 in the Engine Company 109 Fire Station Bid Package for feeder routing between pull box and pad mounted transformer.

Q6: Please clarify on drawing ESO.1 lengths of secondary cable.

-From property line 165ft or full lengths 165' from building to point of Com-Ed utility pole

A6: Refer to response provided for Question 5

Q7: According to the Electrical Riser Diagram on drawing E5.1, secondary feeder is to be provided from the Com-Ed transformer to the CT Cabinet including full lengths of conduit and wire. Plan note on drawing ESO.1 requires only empty conduits from CT Cabinet to pull box. Please clarify.

A7: Refer to response provided for Question 5

Q8: The geothermal well depth of 650', specified in the above mentioned projects far exceeds the Manufacturer's warranty for the well piping.

The pipe is rated as follows:

A) SDR 11, maximum of 160 p.s.i.

B) SDR 9, maximum of 200 p.s.i.

You have specified SDR11, the p.s.i. at 650' depth exceeds 280 p.s.i., and that is without operating pressure which will add another 40-60 p.s.i.

Installing either SDR11 or SDR 9 to 650' will void the 50 year manufacturer's warranty.

I am sure you will come across certain people who will tell you that there is outside ground water pressure acting on the pipe reducing the interior pressure. Although there is ground water pressure on the pipe it is **IMMEASURABLE**, and even if it were, I can guarantee that it would not negate the problem to bring it back into warranty. I have spoken with ISCO and Centennial Pipe, two of the largest manufacturers of geothermal pipe, and they have confirmed that the warranty will be void.

RFI, Will the City of Chicago not require a warranty for all of the above projects, with regards to the geothermal well fields? As these projects are designed to exceed the pipe manufacturers warranty, and the operating parameters of the pipe.

A8: The work described is actually not included in the contract documents.

### CHANGES TO DRAWINGS (All drawings dated 10/12/09)

#### ARCHITECTURAL Drawings

Change 1: Reference AS1.0, Site Plan Key  
Reference for a sign was added to the key. Detail is shown on ASK-5 attached

Change 2: Reference A1.1 Detail 1  
Additional detail reference at Column 1D was added. Detail is shown on ASK-1 attached. See attached A1.1

Change 3: Reference A1.1 Detail 1 and A2.1 Detail 1  
Gypsum Board control joints were added to plans. Detail is shown on ASK-4, attached. See attached A1.1 and A2.1

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Change 4: Reference A1.1 Notes  
Add: Note: All dimension listed with M.O. are masonry openings, the actual width is 3/8" wider.  
All masonry dimensions not listed with M.O., the actual dimension is 3/8" less.

Change 5: Reference A1.2 Delete Roof Keynotes 1 through 18  
Add below listed keynotes.

### ROOF KEYNOTES:

1. EDGE OF BUILDING WALL BELOW UPPER ROOF
2. EDGE OF LOW ROOF
3. EDGE OF UPPER ROOF
4. 5" DEEP EXTENSIVE VEGETATIVE ROOF - SEE DETAIL 10/A6.1
5. 3" DEEP EXTENSIVE VEGETATIVE ROOF - SEE DETAIL 10/A6.1
6. ROOF ACCESS HATCH-SEE DETAIL 6/A6.1
7. POUR IN PLACE (PIP) OR PRE-CAST CONC CURB "SOIL STOP" FOR VEGETATIVE ROOF
8. INTERNAL ROOF DRAIN WITH OVERFLOW BACKUP DRAIN - SEE DETAIL 31A6.1 & PLUMBING DIAGRAMS FOR LOCATIONS
9. 30" WIDE LADDER TO UPPER ROOF - SEE 2/A5.3
10. ROOF PENETRATION WITH CONC CURB "SOIL STOP" - CONFIRM SIZE & LOCATION WITH MEP DRAWINGS. SEE DETAIL 1/A6.1
11. SPLASH AREA FOR UPPER ROOF OVERFLOW SPOUTS
12. EXHAUST FANS - SEE MECHANICAL FOR SIZING AND SPECIFIC LOCATION. SEE DETAIL 6/A6.1 FOR SIMILAR EDGE REQUIRMENTS
13. NOT USED
14. 18" X 18" PRECAST CONCRETE ROOF PAVERS - SEE DETAIL 4/A6.1
15. EDGE OF BUILDING WALL BELOW LOWER ROOF
16. INTERNAL ROOF DRAIN - SEE PLUMBING DIAGRAMS FOR LOCATIONS. SEE DETAIL 7/A6.1
17. 1/8 INCH PER FOOT SLOPED CAST IN PLACE SADDLES BELOW ROOF WATERPROOFING
18. COMBUSTION AIR INTAKE

NOTE: RETRACTABLE LIFE LINE FOR FALL RESTRAINT SYSTEM TO BE PROVIDED BY OTHERS

Change 6: Reference A1.3  
Delete Roof Keynotes 1 through 10  
Add below listed keynotes.

### ROOF KEYNOTES:

1. EDGE OF WALL BELOW UPPER ROOF
2. EDGE OF LOW ROOF - BELOW
3. EDGE OF UPPER ROOF
4. EDGE OF WALL BELOW LOW ROOF
5. 18" X 18" PRECAST CONCRETE ROOF PAVERS
6. ROOF DRAIN - SEE DETAIL 11/A5.3
7. LADDER TO OPENING - SEE DETAIL 21/A5.3
8. OVERFLOW 1" X 1" X 1/4" COATED ALUMINUM ANGLES. APPLY TO SURFACE OF SLOPED OVERHANG WITH SILICONE SEALANT. ISNTALL SPLASH BLCOKS BELOW.
9. 1/8 INCH PERFOOT CAST SADDLES BELOW ROOFING
10. WHITE BALLASTED ROOFING

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- Change 7: Reference A series sheets: Delete: T.O. FINISH FLOOR Add in its place: T.O. SLAB:
- Change 8: Reference A2.1 Detail 1  
Movable partition track was detailed. Detail 2 added to sheet. See attached Sheet A2.1
- Change 9: Ref A4.1 Details 2 and 4.  
Delete Phrase: "Proposed Mural Location"  
Add Phrase: "Provide Stencil as shown ion Sheet A13.2, details 1, 2 and 3.
- Change 10: Reference A6.4 Details 1, 2 AND 3  
Additional insulation added at window jambs. Revised details are shown on ASK-2, ASK-3 and ASK-6 attached
- Change 11: Reference "Updated Remediation Plan" – prepared by Mac Tec, dated 10-20-09  
Additional sheet as listed above, was added to the contract.
- Change 12: Reference "SP-As -Built" – prepared by Public Building Commission, dated 10-20-09  
Additional sheet as listed above, was added to the contract documents, For information only.
- Change 13: Reference Detail 3/A5.1: Delete "BTM OF HIGH SUNSADE = 6'-6" AFF" and add in its place:  
"BTM OF HIGH SUNSADE = 6'-6" AFF"
- Change 14: Sheet ES0.1 – ELECTRICAL SITE PLAN -Revised per attachment. Refer to attachment ES0.1.
- Change 15: Sheet E1.1 – ELECTRICAL FLOOR PLAN - Addition of keyed note 18 and man lift charging station. Refer to attachment E1.1.
- Change 16: Sheet E3.1 – ELECTRICAL AUXILIARY SYSTEMS FLOOR PLAN - Revised location of City Tie Box and Manual Pull Station. Refer to attachment E3.1.
- Change 17: Sheet E5.1 – ELECTRICAL RISER DIAGRAMS - Detail 1: Revised per attachment. Refer to attachment E5.1.
- Change 18: Sheet E6.2 – ELECTRICAL SCHEDULES - Revised panel RP-1. Refer to attachment E6.2.
- Change 19: Sheet E7.5 – ELECTRICAL DETAILS - Detail 1: Revised BAS connection. Refer to attachment E7.5.
- Change 20: Sheet P0.0 – PLUMBING SCHEDULES - Revised drain schedule—roof drains shall include cast iron domes. Refer to attachment P0.0. Revised plumbing fixture schedule—revised faucet for MB- Refer to attachment P0.0

### List of Attachments:

Reports Phase 1 Environmental Assessment – May 2008; Phase 2 Environmental Site Assessment – April 6, 2009; Phase 2 Environmental Site Assessment – June 26, 2009

ASK-1, ASK-2, ASK-3, ASK-4, ASK-5 and ASK-6, all dated 10/23/09 and prepared by Harley Ellis Devereaux  
Sheets AS1.0, A1.1, and A2.1 all dated 10/23/09 and prepared by Harley Ellis Devereaux

Sheets ES0.1, E1.1, E3.1, E5.1, E6.2, E7.5, P0.0, all dated 10/23/09 and prepared by Primera Engineers Limited.

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Specification Sections: 02116, 02119, 02316 and 02318

Reference "SP-As -Built" – prepared by Public Building Commission, dated 10-20-09

Reference "Updated Remediation Plan" – prepared by Mac Tec, dated 10-20-09

**END OF ADDENDUM NO. 1**

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**ADDENDUM NO.02 TO CONTRACT NO. 1496**

**For  
Little Village Branch Library  
2311 South Kedzie  
NEW CONSTRUCTION**

**DATE:** November 3, 2009

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**Changes to Book 3A and 3B: TECHNICAL SPECIFICATIONS:**

- Change 1:** Delete the following specification sections in their entirety: 01320; 01510; 01700; 01770; 01781; 1782; 01820,
- Change 2:** Delete the following specification sections in their entirety: 17110, 17115, 17120, 17125, 17130, 17135, 17140, 17145, 17148, 17150, 17155, 17160, and 17165. These changes are related to Changes in the BAS system.
- Change 3:** Add the Below Listed specification Sections:
1. Section 17800 – Integrated Automation Systems (IAS) General
  2. Section 17810 – Common Work Results for System Integrator
  3. Section 17815 – Common Work Results for Network Integrator
  4. Section 17820 – Commissioning of Integrated Systems
  5. Section 17825 – Commissioning of Integrated Automation
  6. Section 17830 – Integrated Automation Materials, I/O Devices, and Sensors
  7. Section 17835 – Integrated Automation Network Electronics
  8. Section 17840 – Third Party Interfaces for Integrated Automation
  9. Section 17850 – IAS Field Panels
  10. Section 17855 – IAS Network Panels
  11. Section 17860 – IAS Software and Programming
  12. Section 17865 – IAS Network Software and Programming
  13. Section 17870 – System Operation and Maintenance Manuals
  14. Section 17875 – IAS Network Operation and Maintenance Manuals
  15. Section 17885 – Integrated Automation Training Requirements
  16. Section 17890 – Sequence of Operation for Integrated Automation
- These changes are related to Changes in the BAS/IAS system.
- Change 4:** Delete Specification Sections; 01100; 01310; 01400; 01500; 01600; and 01732 marked "Project Rev E\_10/12/09" and add Specification Sections 01100; 01310; 01400; 01500; 01600; and 01732 marked "Project Rev F\_10/30/09" and attached below.
- Change 5:** Reference Specification Section 01352: Delete Specification Section 01352 and "LEED –BDC (NC) Version 3 -2009 Registered Score Card, dated 8/14/09, and add revised Specification Section "LEED –BDC (NC) Version 3 -2009 Registered Score Card, dated 10/30/09, copies attached.,

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- Change 6: Add to Spec Section 01810 3.3 C:
18. Maintain hard copy of PFC checklists completed by subcontractors on-site for CA review during periodic site visits.
  19. With Subcontractors, submit copies of the pre-functional checklists to the CA for review periodically during the equipment/systems installations to allow the CA to track the progress of the PFC completion. The "in-progress" PFC checklists shall be submitted to the CA via e-mail in electronic format (scanned Adobe PDF file of the hard copy PFC checklist kept on-site by the GC).
- Change 7: Add to Spec Section 01810 3.3 D:
16. With GC, submit copies of the pre-functional checklists to the CA for review periodically during the equipment/systems installations to allow the CA to track the progress of the PFC completion. The "in-progress" PFC checklists shall be submitted to the CA via e-mail in electronic format (scanned Adobe PDF file of the hard copy PFC checklist kept on-site by the GC).
  17. Provide necessary personnel to assist CA (e.g. remove FCU covers, open electrical panel covers, etc.) with sample verification of subcontractor completed pre-functional checklists.
- Change 8: Add to Spec Section 01810 3.3 E:
13. With GC, submit copies of the pre-functional checklists to the CA for review periodically during the equipment/systems installations to allow the CA to track the progress of the PFC completion. The "in-progress" PFC checklists shall be submitted to the CA via e-mail in electronic format (scanned Adobe PDF file of the hard copy PFC checklist kept on-site by the GC).
- Change 9: Add to Spec Section 01810 3.6:
- H. The GC will maintain a single "master" hard copy of the PFC checklists executed by the subcontractors on-site for CA review during periodic site visits.
  - I. The GC/Sub-contractors shall submit copies of the pre-functional checklists to the CA for review periodically during the equipment/systems installations to allow the CA to track the progress of the PFC completion by the sub-contractors. The "in-progress" PFC checklists shall be submitted to the CA via e-mail in electronic format (scanned Adobe PDF file of the hard copy PFC checklist kept on-site by the GC). The "in-progress" PFC checklists will be submitted to the CA per the following schedule:
    1. The initial in-progress PFC checklist will be submitted when the equipment is installed or set in place.
    2. Subsequent in-progress PFC checklist submittals will be made monthly and will include the updated PFC checklists as well as any new PFC checklists added in that timeframe.
    3. Submittal frequency will increase to bi-weekly or weekly as directed by the CA when equipment start-up begins.
- Change 10: Add to Specification Section 02513 the following subparagraph 3.9F
- 3.9F Planter Curb: Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
- Change 11: Delete Spec Section 04810, Part 2.4 C 9  
Add Spec Section 04810, Part 2.4 C9:
9. Color and Texture (contingent upon complying with all other aspects of the contract):
    - a. Taylor: Color 1 - #1-09 N Pink Smooth Iron spot; Color 2 - #1-01B Buff Smooth Iron spot

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- b. Interstate: Color 1 – Ochre Buff L-4 Matte; Color 2 – Desert Sand L-4 Matte
- c. Sioux City: Color 1 - Monterey Iron spot Smooth; Color 2 – Clear Buff Velour
- d. Glen-Gery: Color 1 – Tuscan Series Porte Liberte Smooth; Color 2 – Tuscan Series Golden Dawn Smooth

- Change 12: Delete Specification Section 07191 1.6 A.1. and add the following: 1. Quantity: Furnish an additional four (4) one-gallon containers of Graffiti Removal Product, delivered in properly labeled containers, stored where directed by Owner.
- Change 13: Delete Specification Section 08716 2.4 A. and add the following: A. Standard: Comply with BHMA A156.19.
- Change 14: Delete Specification Section 09652 2.2 e. in its entirety.
- Change 15: Reference Specification Section 09652, add the following to subsection 2.1 A.: 3. Rubberflex.
- Change 16: Delete Specification Section 10265 2.4 in its entirety
- Change 17: Delete Specification Section 10265 3.3B in its entirety
- Change 18: Reference Specification Section 10200: Delete the phrase "(and Seismic)" from subparagraphs 1.4E
- Change 19: Delete Specification Section 10350, sub paragraph 2.2 b and replace with: B. Exposed Height: See drawings.
- Change 20: Delete Specification Section 10650 F.1. in its entirety
- Change 21: Reference Specification Section 12494. Delete all references to double roller shades.
- Change 22: Reference Specification Section 07561 Add the following to 1.1B: 7. Division 2 Section "Extensive Green Roof System" for items installed with work in this section and warranted under this section.
- Change 23: Reference Specification Section 02300: Subparagraph 1.4.H.1.a. "Settlement Monitoring". was added. Entire specification section is included in this addendum
- Change 24: Delete Spec Section 02350 2.1 A. Add: Paver shall be Eco-Priora as manufactured by Unilock (1-800-864-5625) or approved equal. Color to be Chardonnay Tan; finish to be Series 3000.
- Change 25: Delete Spec Section 02350 2.3. Add: Aggregate Base Course: IDOT approved CA-7 stone. Drainage Layer: IDOT approved CA-1 stone. Bedding Aggregate and Permeable Paver Infill: IDOT approved granite chips, size ASTM #8 stone. It shall be free of organics, soluble salts, or other contaminants likely to cause efflorescence.
- Change 26: Delete Spec Section 02930 3.5 E. Add: Contractor must continue to provide continued maintenance to plantings following completion of all Contract Work, and for two years from the date of the Project Acceptance.
- Change 27: Delete Spec Section 02930 3.7 A, B, C, D, E, F, G, H, I, J. Add: See Specification 07561 Section 1.7 for Green Roof Warranty.
- Change 28: Delete Spec Section 02930 3.8 A. Add: Plants which die or require replacement for other reasons during two-year warranty period must be replaced as soon as possible during following acceptable planting seasons:

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- Change 29: Delete Spec Section 02930 3.8 B. Add: Roof soil that does not conform to the environmental standards as detailed in specification Section 02930 Section B must be excavated and replaced with green roof soil that does at Contractor's expense.
- Change 30: Delete Spec Section 02901 2.1 B. Add: CU Soil must be prepared by Midwest Trading Horticultural Supplies, Inc., P.O. Box 1005, St. Charles, Illinois 60174, (847) 742-1840 or equal bearing similar soil manufacturing capability and licensed by Cornell University. Please contact Brian Kalter at Amereq for additional licensed distributors: (800) 832-8788.

### Changes to Book 3C : INFORMATIONAL DOCUMENTS

- Change 1: Add the following to TOC -1: Geotechnical field reports covering the time of the site preparation work can be downloaded from the Cushing and Company Website.

### QUESTIONS & ANSWERS:

Q1: The following clarifications are needed:

- Section 10265 specifies rub strips, corner guards, & impact-resistant wall covering. The only reference to any locations is a note on A13.1, which states "For walls, corners without millwork or furniture, apply corner guards and wall bumpers." Does this note apply to every room in the building? If not, please clarify the rooms where these products occur.
- The note on A13.1 refers to a wall bumper. Is this the specified rub strip? If not, please verify the model required at wall bumper locations, and verify rub strip locations.
- No locations are indicated for the specified impact-resistant wall covering. Is this product required, and if so where?

A1: **Corner guards are only required at gypsum board walls. Wall bumpers are to be installed at the Book Truck area only, see Detail 10/A16.3. There is no impact resistant wall covering required for this project.**

- Q2:
1. Spec section 10200 Louvers and Vents, 1.4 submittals, E calls to provide delegated design submittal indicated to comply with seismic performance requirements. However no seismic performance requirement information is found on the specification. Please confirm.
  2. Spec section 10350 Flagpoles, 2.2 flagpoles, B calls the exposed height to be 35 feet above base. Drawing AS4.1 detail 3 shows flag pole height to be 25 feet. Also, spec section 10350, 2.6, A.,1 calls for stain finish while same detail on the drawing calls for clear anodized one. Please confirm the height and finish of flag pole.
  3. Spec section 10651 Operable partition, 1.4 submittals, F calls to provide delegated design submittal for seismic restraints. No seismic performance requirement information is found on the specification. Please confirm.
  4. Spec section 12494 roller shades calls for manual roller shades and double roller shades. However, drawing A2.1 reflected ceiling plan and related section detail 1/A5.2 shows only single shade. Please confirm the existence of double roller shades and locations.
  5. Section 10265 specifies rub strips, corner guards, & impact-resistant wall covering. The only reference to any locations is a note on A13.1, which states "For walls, corners without millwork or furniture, apply corner

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- guards and wall bumpers." Does this note apply to every room in the building? If not, please clarify the rooms where these products occur.
6. The note on A13.1 refers to a wall bumper. Is this the specified rub strip? If not, please verify the model required at wall bumper locations, and verify rub strip locations
- A2:** No seismic performance is required for any of the subject items. Flagpoles are to be 25' high with a natural satin finish to be approved by the architect. No double roller shades are required. See response to question 11 for the wall protection clarifications.
- Q3:** The Door Schedule on page A12.1 of the Drawings shows all of the wood doors to receive wood frames. Details H6 and J6 on this same page calls for all of the wood doors to be pre-hung doors in wood frames. None of the manufacturers listed in the wood door spec manufacturer pre-hung wood doors and frames. Is it acceptable to provide wood door leafs separate from the wood frames and field assemble these openings?
- A3:** See Specification Section 08211, subsection 3.2. Job fitted doors are allowed.
- Q4:** The geothermal well depth of 650', specified in the above mentioned projects far exceeds the Manufacturer's warranty for the well piping. The pipe is rated as follows:  
A) SDR 11, maximum of 160 p.s.i.  
B) SDR 9, maximum of 200 p.s.i.  
You have specified SDR11, the p.s.i. at 650' depth exceeds 280 p.s.i., and that is without operating pressure which will add another 40-60 p.s.i. Installing either SDR11 or SDR 9 to 650' will void the 50 year manufacturer's warranty.
- I am sure you will come across certain people who will tell you that there is outside ground water pressure acting on the pipe reducing the interior pressure. Although there is ground water pressure on the pipe it is **IMMEASURABLE**, and even if it were, I can guarantee that it would not negate the problem to bring it back into warranty. I have spoken with ISCO and Centennial Pipe, two of the largest manufacturers of geothermal pipe, and they have confirmed that the warranty will be void. RFI, Will the City of Chicago not require a warranty for all of the above projects, with regards to the geothermal well fields? As these projects are designed to exceed the pipe manufacturers warranty, and the operating parameters of the pipe.
- A4:** This question does not apply to this project.
- Q5:** Ornamental Metal Fence w/ Logo Panel Detail 7 on Drawing L2.4 calls for "All logo panels to be placed at areas adjacent entry and parking lots on the west building and parking lots"; however Detail 6 on Sheet L2.5 of the drawings states "All logo panels to be placed at areas adjacent to parking on the south and east side of parking lots." Landscape Site Plan L1.2 does not differentiate the locations of logo fence panels and non-logo fence panels. There will be a huge cost difference in these two fence types therefore it is very important that it is clear to all bidders where logo and non-logo fence panels are to be utilized. Please provide clarification as to where exactly we are to place logo fence panels, and where we are to use non-logo panels.
- A5:** Refer to Landscape drawings.
- Q6:** Please refer to specification section 09652 - Recycled Rubber Flooring, page 4. Part 2.1 E, says to provide sound deadening underlayment in all other areas. Are we to provide sound deadening underlayment under all of the rubber flooring except Circulation Desk 103 with is to receive the 1/2" anti - fatigue underlayment? If so please provide more information (i.e., MFR, size, product, etc).
- A6:** The sound deadening underlayment is not to be used.

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- Q7:** 1. At the technical review, it was mentioned that the existing elevation of the ground is approximately 4 feet below which is the top of the caissons and bottom of the pile cap grade beam. The existing elevations shown are approximately 13.5± on sheets CS.0, THRU C3.0 with a proposed finish floor of 14.65. These drawings do not reflect that statement that the true existing grade of approximately 10.65 is correct. Please clarify. The site work contractors need to be able to calculate the correct amount of fill to import.
2. Is crushed concrete CA-6 and acceptable engineered fill or select material?
- A7:** 1. As noted on sheet C0.0 "General Notes" number 1, the topographic survey used as a background and for design of civil works "does not represent recent site demolition and preparation scope of works." Please refer to site preparation as-builts, bottom and top of fill surveys.
2. No, crushed concrete is not acceptable.
- Q8:** 1. Details 1, 2, & 3 on sheet A6.1 call for, "galvanized shelf angle bolted into grouted CMU – see structurals for sizing and location." The structural drawings do not indicate any shelf angles. What size is the shelf angle, where is it required, and how often is it required?
2. Detail 4 on sheet A6.4 calls for, "¼" aluminum column cover – finish same as all interior column covers." Detail 4 also references detail 8 on sheet A6.4 which indicates painted fiberglass reinforced gypsum column covers. Which is correct? If aluminum column covers are required, please provide locations.
3. Detail 2 on sheet A11.1 calls for a steel angle lintel at the literature rack & tack board in Lobby 101. Detail 2 on A11.1 also references detail 13 on A10.1, which shows a cast stone lintel. Are we to provide a cast stone lintel or a steel lintel at the literature rack?
4. Detail 9 on sheet A6.3 indicates, "structural steel tube and steel angles – see structural." The structural drawings do indicate the HSS16x8x5/16" tube at the clerestory, but there is no indication of a steel angle attached to the tube to support the light gauge overhang framing. Is this angle required? If so, what size is the angle?
5. Section 2 on sheet A5.1 is taken between columns 5 and 6 on the West elevation. Detail 2 indicates a steel grillage beam in wall cavity. The structural drawings do not indicate this beam. Is this detail correct?
6. There is no indication of a ladder for the roof hatch located in Janitor 126, is one required? If so, please provide details.
7. Detail 13 on sheet S3.1 shows the typical sunshade mounting detail: PL1/2x5x11" + HSS3-1/2"x2-1/2"x1/4". Sunshade detail 2 on A6.4 indicates only painted angles to support the sunshades. Which is required?
8. Details H1 and H2 on sheet A12.1 indicate steel lintels at the exterior doors. The structural drawings only indicate stone lintels over the exterior doors (see lintel schedule on S3.1). Are steel lintels and stone lintels required at the doors? Please clarify.
9. Detail 16 on sheet A11.1 calls for 2x2x1/4" steel tube vertical bracing at the decorative glass divider panels at the Circulation Desk and the Registration Desk. What is the spacing required for these tubes?
- A8:** 1. Omit galvanized shelf angle on details 1, 2 and 3 for sheet A6.1 – Drawing Change No 37
2. Column Cover in question is at windows, it is to match the window finish – Drawing Change No 14
3. Steel lintel is required at magazine rack - Drawing Change No 22
4. A galvanized 8x6x1/2 angle is included at the HSS16x8x5/16 tube at the clerestory - Drawing Change No 7

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5. See detail 5/S3.1 for grillage beam detail and "GB1" on S1.2 Main Roof Framing Plan
6. A floor supported ladder is required - Drawing Change No 3.
7. The structural Detail 3/S3.1 is required.
8. Cast Stone lintels are required - Drawing Change No 35.
9. 2'0" O.C.

- Q9: Please refer to details 8&10/A8.1; both details say to paint the columns. If you refer details 2 & 3/A13.3 it says to apply WC - 2 to the columns. Which is correct. Please clarify.
- A9: WC-2 is to be used. Drawing Change No's 18 & 19.
- Q10: Solid Surface tops
1. The men's and women's restrooms are spec'd for Alkemi. There appears to be no color selection. Please specify.
  2. On page A11.2 detail 3, the community room indicates a quartz top and a 1'-6" back splash. A13.3 detail 5 indicates an Alkemi top with a 4" back splash. Please verify.
- Doors/Frames/hardware
1. The door schedule identifies door #113A with hardware set#19. It appears that #4 or #4A would be accurate. Please verify.
  2. The Door schedule identifies door #102A calls for hardware set #5. It appears that #20 would be accurate. Please verify.
- A10: Solid Surface Tops
1. See Section 06402 -2.2 J for color selections
  2. Alkemi - Drawing Change No 24.
- Doors /Frames/Hardware
- 1 Refer to Drawing Change No 25
  - 2 Refer to Drawing Change No 25.
- Q11: The CCTV Specification indicates that the controlling equipment is to be Analogue base and the specified cameras are IP based.  
What is your intention of how these two different technologies are to be integrated? Is this CCTV system to be Analogue or IP based?
- A11: The CCTV system is to be analogue based.
- Q12: On sheet S1.1 there is a note #13 within the foundation plan at column line A & 4, as well, as at column 6.6 between columns line A & B. This note is not identified in the Foundation Notes below. Please clarify the direction that this notation should be describing.
- A12: On sheet S1.1, the notes below the plan title are misnumbered due to a printing error. Note 12 should be note 13. Structural Drawing Change No 2.
- Q13: Section 08716, Part I, 1.1 Section A, 1, calls out for low energy operators. No mention of high energy operators. Furthermore, these are push plate activated, not sensor activated which is typical of high energy. There is also no spec for safety sensors, which is required for high energy doors. However, Part II, products, it calls for overhead concealed operators, and elsewhere it specifies BHMA 0156.10, which is high-energy, and even calls for guide rails. Are we to quote low or high energy operators?

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Also, the exposed surface is to match the doors, and the door schedule indicates PVD finish. The specs for the operators don't call for any kind of paint. Are these operators to be painted? If so, what kind of paint? Or are they to be simply clear anodized?

**A13: Low Energy Operators are required in accordance with BHMA 0156.19 – Technical Specification Change No. 13. Operators are to be concealed. .**

**Q14: Please advise if the letters in terrazzo flooring are either Zinc or brass?**

Solid or Zinc/brass letters with Terrazzo infill?

**A14: The terrazzo lettering is molded, cast and then set in place in the floor.**

**Q15: Has there been another source approved for CU Structural Soil other than Midwest Trading Horticultural Supplies, inc.?**

**A15: Specification section 02901-2.1C states that equivalents are allowed.**

**Q16: Per Division 17217.2.11 Cable Management System. Spec states subject to compliance with requirements, provide Cable Management product. Please verify that this system is required.**

Are Patch Cords required? Reference 17217.2.3.G

If Patch Cords are required, what is the size and quantities?

Per Division 16781- CCTV System and Components. What is the intent of the Multiplexer referenced in 16781.2.2.F? Could this be handled via networked software management system?

**A16: Cable Management System outlined in section 2.11 is required for project. Patch cords are required for a complete and functional telecommunications system. Refer to specifications for patch cord size. Patch cord quantity to be determined from review of construction documents.**

**Q17: Per division 17310, PBX and VOICE Equipment, How Many phones are required?**

**A17: Phone handsets will be provided the Owner.**

**Q18: Lintels on Doors 113B, 115A, 119B, 121B, 122, 123, 124B are called out to be cast stone lintels on sheets S3.1 and S1.2.**

Then referring to the door schedule (sheet A12.1) these doors have a head detail of H1 and H2. Both of these details show what appear to be steel angle lintels. Please advise to which detail to follow

Also referring to such details as 3/A6.1, the detail shows a steel shelf angle that looks to be a lintel in inside the wall cavity. The note also refers you back to the structurals where there is not a steel angle shown to be in the cavity of the wall. The lintels are cast stone per the structural details. Is this detail referring to another location?

**A18: Lintels are intended to be cast stone – Drawing Change No. 37.**

**Q19: Please see question below regarding the above mentioned project.**

Refer to spec Section 02350 – Permeable Pavers, the color of Unilock Eco-Priora is to be selected from standard range by the landscape architect, it does not stat what kind of style of finish is to be used. Please verify.

Mayor Richard M. Daley, Chairman

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## PUBLIC BUILDING COMMISSION OF CHICAGO

**A19: Series 3000**

**Q20:** On sheet A 5.1 detail 1 notes the bottom of the high sunshade is 6'-8" AFF. There is not a specification in the project manual for the sunshade. Please clarify the finish color of the aluminum

**A20: Match window finish.**

**Q21:**

1. The plant count for the IV Ilex Verticillata appears to be wrong. Counting the actual symbols on the plan, the quantity appears to be 12 more than the plant list quantity.
2. For the Green Roof the plant size if called out as 4" with a root size of "plug" there is quite a bit of price difference between a 4" pot and a plug. Plugs are typically used on green roofs and would seem to be appropriate given the 4" depth of growing media.
3. The green roof plan seems to show edging between the blocks of plants. It really doesn't make sense to separate these plantings with a hard edge and would seem to be an unnecessary cost.

**A21:**

1. There are no such plants listed on the drawings
2. Plugs should be used.
3. The edging is required.

### CHANGES TO DRAWINGS (All drawings dated 10/30/09 UNO)

#### Site Prep Drawings

**Change 1:** Reference "E-1 Bottom of Excavation" – prepared by Land Surveying Services, Inc., dated 10-28-09 revision 2, Additional sheet as listed above, was added to the contract documents, For information only.

**Change 2:** Reference "Architectural Drawings, Change 12 – Addendum No. 1: delete:" Reference "SP-As -Built" – prepared by Land Surveying Services, Inc., dated 10-20-09" and add "Reference Sheet E-2 Top of Fill" prepared by Rossi Construction, Inc, dated 10-28-09 revision 2, Additional sheet as listed above, was added to the contract documents, For information only

**Change 3:** Reference "RP-2" – prepared by MACTEC Engineering, dated 10-27-09.  
Add the following under "UST NOTES:"

2. UST 2 Excavation Area:  
Base Bid shall include excavation, removal and replacement of a 450 SF area to an elevation of 5.15 CCD which is an approximate in place volume of 108 CY. Work larger in area or deeper than 5.15 CCD will be paid in accordance with the provisions of the Site Work Allowance.
3. UST 3,4 & 5 Excavation Area:  
Base Bid shall include excavation, removal and replacement of a 850 SF area to an elevation of 2.65 CCD which is an approximate in place volume of 283 CY. Work larger in area or deeper than 2.65 CCD will be paid in accordance with the provisions of the Site Work Allowance.

#### Civil Drawings:

**Change 1:** Reference C1.0 Revise Plan as per attachment C1.0

**Change 2:** Reference C2.0 Revise Plan as per attachment C2.0

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

## PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 3: Reference C3.0 Revise Plan as per attachment C3.0
- Change 4: Reference C3.1 Revise Plan as per attachment C3.1
- Change 5: Reference C3.2 Revise Plan as per attachment CSL-1
- Change 6: Reference C4.0 Revise Plan as per attachment C4.0
- Change 7: Reference C5.0 Revise Plan as per attachment C5.0
- Change 8: Reference C5.0 Revise Plan as per attachment C5.1

### Landscape Drawings

#### LANDSCAPE Drawings

- Change 1: Ref L1.2  
Note additions of callouts clarifying placement of log panel and non-logo panel fencing.
- Change 2: Ref L1.4.1  
Note changes to plant Matrix Patterns A, B, C, D in Southwest corner of Green Roof Plan where roof overhangs plaza below.
- Change 3: Ref L1.4.2  
Note changes to plant names in Matrices A, B, C, D and updated spacing requirements.
- Change 4: Ref L1.4.3  
Note changes in plant spacing callout.
- Change 5: Ref L1.4.4  
Note changes in "Typical Plant Spacing Dimension"
- Change 6: Ref L1.4.5  
Note changes in plant spacing callout.
- Change 7: Ref L2.2.1  
Note changes in dimensions at bottom of detail 1.
- Change 8: Ref L2.4.2  
Note changes in height of fence to 6' tall. Note changes to design of fence to accommodate height change.
- Change 9: Ref L2.4.5  
Note changes in height of Gate to 6' tall. Note changes to design of Gate to accommodate height change.
- Change 10: Ref L2.4.7  
Note changes in height of fence to 6' tall. Note changes to design of fence to accommodate height change.
- Change 11: Ref L2.4.8

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Note changes in height of Gate to 6' tall. Note changes to design of Gate to accommodate height change.

- Change 12: Ref L2.4. Notes  
Note addition of "Footers and footer placement" to Note 1.
- Change 13: Ref L2.4. Notes  
Note addition of "Clearances as labeled" to Note 2.
- Change 14: Ref L2.5.6  
Note changes in height of fence to 6' tall.
- Change 15: Ref L2.2.1  
Note indicates planting soil to be 3'-6". This note contradicts key on Sheet 1.6, indicating all planting soil to be 3'-0" deep. Key on sheet 1.6 shall stand and take precedence over detail 1 on sheet L2.2, therefore all landscape planting areas shall be 3' deep.

### ARCHITECTURAL Drawings

- Change 1: Reference Sheet AS4.1, detail 3 Remove note "Cone tapered aluminum....recommendations" and insert in its place" Cone tapered aluminum flagpole, see specification
- Change 2: Reference Sheet A1.1: Detail plan showing slab level changes at the southeast corner of the building on ASK-09, attached. ASK-07 is added, new detail referenced on ASK-09.
- Change 3: Reference Sheet A1.1, key note 11: Delete the text of key note 11 and replace with the following: "Roof Hatch and Hatch Manufacturer's standard floor mounted and wall braced access ladder. - Coordinate location of ladder with owner."
- Change 4: Reference Sheet A1.2, roof Keynote 7: Delete the phrase "18" x 18" from keynote 7
- Change 5: Reference Sheet A1.3, roof Keynote 5: Delete the phrase "18" x 18" from keynote 5
- Change 6: Reference Sheet A3.1: Entire sheet is re-issued. Changes are bubbled. Change is clarification of control joint locations, bottom of exterior wall adjustments. Ladder is shown. ASK-08 is issued, a detail Elevation. Add to keynote 8: "See Detail 13/A6.1", shown on ASK-11, attached.
- Change 7: Reference Sheets A5.1, A5.2, A5.3, A5.4. All sheets are issued in their entirety. All changes are bubbled. Changes are clarifications to roof and ceiling structure levels, elevation of slab level changes at southeast, roofing membrane clarifications, clarification of slab and wall intersections.
- Change 8: Reference Sheet A5.5: New Sheet with 1 new wall section, along column Line 4 at west side of building.
- Change 9: Reference Sheet A6.2., details 1, 5, 6 and 8. Delete phrase "3/16 PVDF Coated Aluminum Panel" and replace with "3/16" Coated Aluminum Panel".
- Change 10: Reference Sheet A6.2., details 11. Delete phrase "Composite Aluminum Panel" and replace with "3/16" Coated Aluminum Panel".

Mayor Richard M. Daley, Chairman

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## PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 11: Reference: Sheet A6.2: Entire sheet is re-issued, all changes are bubbled: Clarifications are slab level changes, roof and ceiling structure levels, clarification of slab and wall intersections.
- Change 12: Reference Sheet A6.3., details 1 And 9. Delete phrase "Composite Alum. Cladding" and replace with "3/16" Coated Aluminum Panel".
- Change 13: Reference Sheet A6.4, detail 2: Delete note:" Bolt Sunshade to Ptd. Steel Angle Exposed @ Brick Jamb-Completely cover angle w/sunshade" and add it its place "Bolt Sunshade to Ptd. Steel Tube Exposed @ Brick Jamb-Completely cover plate w/sunshade
- Change 14: Reference Sheet A6.4, details 1, 4, 5, and 7 delete note:" 1/4" aluminum column cover – finish same as all interior col covers" and replace with: "1/4" aluminum column cover – finish to match windows".
- Change 15: Reference Sheet A6.4, detail 18 delete note:" PTD. Fiberglass Reinforced Gypsum column cover" and replace with: "1/4" aluminum column cover – finish to match windows".
- Change 16: Reference Sheet A8.1: Detail plan of Drawing 1, clarifying work in Librarian Offices, added on ASK-12 and included in this addendum.
- Change 17: Reference Sheet A8.1, drawings 6: ASK-13 showing addition of sign to the subject wall.
- Change 18: Reference Sheet A8.1, drawing 8: Delete note:"Ptd. Fiberglass column cover" and change to "aluminum column cover under wall covering WC-2, with 30" H cast stone base Typical all Columns".
- Change 19: Reference Sheet A8.1, drawings 10: Delete note: "Ptd. Column Typ."" and change to "aluminum column cover under wall covering WC-2, with 30" H cast stone base".
- Change 20: Reference Sheet A8.2, drawings 10: Delete note:"Ptd. Fiberglass column cover" and change to "aluminum column cover under wall covering WC-2, with 30" H cast stone base".
- Change 21: Reference Sheet A10.1, drawings 1: Delete note:"PVDF column cover" and change to "aluminum column cover under wall covering WC-2, with 30" H cast stone base".
- Change 22: Reference Sheet A10.2, drawing 13: Cast stone lintel is deleted, steel lintel added. See attached sketch ASK-15.
- Change 23: Reference Sheet A11.1, detail 16 Add the following to the note: "provide 2 x 2 x 1/4"..... as Req'd.": Tubes shall be no more than 2'0" OC.
- Change 24: Reference Sheet A11.2, detail 3: delete notes reading "Quartz Countertop" and Quartz Backsplash respectively and add in their place note reading "Alkemi countertop" and Alkemi Backsplash" respectively
- Change 25: Reference Sheet A12.1, Door Schedule: Change door 113A hardware set from from No. 19 to 04. Change door 102A hardware set from No. 05 to No. 19.
- Change 26: Reference Sheet A12.1, Door Schedule: Change height of Door No. 113B and 115A to 8'0". Change height of door No. 119B, 121B, 122, and 123 to 7'6.75"(-).
- Change 27: Reference Sheet A13.1: Delete Note 1 to 1 under the Room Finish Schedule: and add the following: Install corner guards at all gypsum board wall corners where no millwork or furniture is to be installed.

Mayor Richard M. Daley, Chairman

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## PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 28: Reference Sheet A13.1, Room Finish Schedule: Delete Ceiling type AP-2 from Rooms 106, 107, 108 and 110 and add Ceiling Type AP-1 in Rooms 106, 107, 108 and 110
- Change 29: Reference Sheet A13.1 – Add following Note 10 under the Room Finish Schedule: Install wall bumpers/rub strips at walls behind "Trucks" as shown on Sheet 16.1.
- Change 30: Reference Sheet A13.1, detail 6: delete note reading "Alkemi Counter/Backsplash" in its entirety.
- Change 31: Reference Sheet A16.1 – Add the following to the Furniture Notes: All shelving lower than 48: H shall have a continuous wood edge top WD-1 and linoleum inset "LINO-1."
- Change 32: Reference Sheet A16.2 – all details delete all instances of "Millwork Top" and add in its place "Wood Top".
- Change 33: Reference Sheet A16.3 – all details delete all instances of "Quartz Top – Q-1" and "Quartz Top" and add in their place "Alkemi – Koi 100".
- Change 34: Reference Sheet A2.1, keynote 3. Add the following to Keynote 3: See 15/A10.1. Detail 15/A10.1 is shown on ASK-10, attached.
- Change 35: Reference Sheet A12.1, detail 1, sub details H1 and H2. Change Lintel from Steel L to cast stone. Sheet ASK-14, attached.
- Change 36: Reference Sheet A6.4, details 3 and 6: Add the following General note to both drawings: All Aluminum shall be finished to match the window framing.
- Change 37: Reference Sheet A6.1, details 1, 2 and 3: Delete all references to "Galv. Stl. Shelf Angle Bolted into grouted CMU..." and "Through Wall Flashing...".

### STRUCTURAL Drawings

- Change 1: Reference Sheet S1.1: Top of slab revised in southeast corner. Top of foundation walls revised accordingly. Curbs added below partition walls. Revised Sheet has been issued
- Change 2: Reference Sheet S1.1: Plan notes renumbered. Note 14 added. Revised Sheet has been issued
- Change 3: Reference Sheet S1.2: Top of steel elevation revised for W8 at column 1B and 1C. See attached SSK-ADD2- 1
- Change 4: Reference sheet S1.2. Beam depth and top of steel elevation revised between lines 4 and 4.5. See attached SSK –ADD2-4.
- Change 5: Reference Sheet S2.1: Section 4 – Revised. See attached SSK-ADD2-2
- Change 6: Reference Sheet S2.2: Section 7 – Revised. Revised Sheet has been issued
- Change 7: Reference Sheet S2.2: Section 8 – Revised. Revised Sheet has been issued
- Change 8: Reference Sheet S2.2: Section 15 – Revised. Revised Sheet has been issued
- Change 9: Reference Sheet S3.1: Typical Lintel Schedule notes revised. See attached SSK-ADD2-3

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

-5)

Change 10: Reference sheet: S4.2: Section 7 - Revised. See attached SSK -ADD2-5.

## MECHANICAL Drawings

1. Sheet MS.01 - MECHANICAL SITE PLAN - Editorial correction to clarify which building is in contract
2. Sheet M1.1 - MECHANICAL FLOOR PLAN: REVISIONS RELATED TO IAS/BAS CHANGES.
3. Sheet M2.1 - MECHANICAL HYDRONIC PLAN: REVISIONS RELATED TO IAS/BAS CHANGES.
4. Sheet M3.1 - MECHANICAL ENLARGED PLAN: GENERAL EQUIPMENT LOCATION AND PIPE ROUTING CLARIFICATIONS.
5. Sheet M4.1 - HYDRONIC FLOW DIAGRAM - REVISION IN PIPING CONFIGURATION BETWEEN HEAT PUMPS AND CIRCULATION PUMPS
6. Sheet M7.1 - MECHANICAL CONTROLS DIAGRAMS: DELETED. ALL CONTROLS DRAWINGS TO BE REPLACED WITH IAS SERIES DRAWINGS
7. Sheet M7.2 - MECHANICAL CONTROLS DIAGRAMS: DELETED. ALL CONTROLS DRAWINGS TO BE REPLACED WITH IAS SERIES DRAWINGS
8. Sheet M7.3 - MECHANICAL CONTROLS DIAGRAMS: DELETED. ALL CONTROLS DRAWINGS TO BE REPLACED WITH IAS SERIES DRAWINGS
9. Sheet M7.4 - MECHANICAL CONTROLS DIAGRAMS: DELETED. ALL CONTROLS DRAWINGS TO BE REPLACED WITH IAS SERIES DRAWINGS
10. SHEET IAS0-01: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
11. SHEET IAS1-01: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
12. SHEET IAS2-01: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
13. SHEET IAS4-01: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
14. SHEET IAS4-02: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
15. SHEET IAS4-03: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
16. SHEET IAS4-04: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
17. SHEET IAS4-05: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
18. SHEET IAS4-06: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
19. SHEET IAS4-07: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY
20. SHEET IAS4-08: ADDED. IAS SERIES DRAWINGS TO REPLACE PREVIOUS CONTROLS DRAWINGS ENTIRELY

## PLUMBING Drawings

1. Sheet P1.1 - PLUMBING SUSPENDED FLOOR PLAN: Revised roof drain layout between column lines 5 and 6. Refer to attachment P1.1.
2. Sheet P1.2A - PLUMBING LOW ROOF PLAN: Revised roof drain layout between column lines 5 and 6. Refer to attachment P1.2A.
3. Sheet P2.1 - PLUMBING RISER DIAGRAMS: Revised storm piping riser diagram. Refer to attachment P2.1.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

# PUBLIC BUILDING COMMISSION OF CHICAGO

## List of Attachments:

Specification Sections: 01100; 01310; 01400; 01500; 01600; 01732, 01352, 02300, 17800, 17810, 17815, 17820, 17825, 17830, 17835, 17840, 17850, 17855, 17860, 17865, 17870, 17875, 17885, 17890

Sheets: E-1 Bottom of Excavation" – prepared by Land Surveying Services, Inc., dated 10-28-09, E-2 Top of Fill" – prepared by Land Surveying Services, Inc., dated 10-28-09, C1.0, C2.0, C3.0, C3.1, C4.0, C5.0, C5.1, L 1.2, , L 1.4, L 2.2, L 2.4, L 2.5, A3.1, A5.1, A5.2, A5.3, A5.4, A5.5, A6.2, S1.1., S2.2, M1.1, M2.1, M3.1, IAS0-01, IAS1-01, IAS2-01, IAS4-01, IAS4-02, IAS4-03, IAS4-04, IAS4-05, IAS4-06, IAS4-07, IAS4-08, P1.1, P1.2A, P2.1

Sketches: CSL-1 ASK-07, ASK-08, ASK-09, ASK-10, ASK-11, ASK-12, ASK-13, ASK-14, ASK-15, SSK-ADD2-1, SSK-ADD2-2, SSK-ADD2-3, SSK-ADD2-4, SSK-ADD2-5.

**END OF ADDENDUM NO. 2**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO.03 TO CONTRACT NO. 1496**

**For**

**Little Village Branch Library  
2311 South Kedzie  
NEW CONSTRUCTION**

**DATE:** November 4, 2009

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

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

**ITEM NO. 1 SECTION 17800 – INTEGRATED AUTOMATION SYSTEMS (IAS) GENERAL**

**A. Revise Paragraph 1.11.A to say the following:**

"The following schedule identifies the responsible trade for the installation of the IAS. This schedule should be used as a general guide. The General Contractor is the central authority governing the total responsibility of all the trade contractors. Therefore deviations and clarifications of this schedule are permitted provided the General Contractor assumes responsibility to coordinate the trade contractors different than as indicated herein. If deviations or clarifications to this schedule are implemented, submit a record copy to the authorized Commission representative. "

**Changes to DRAWINGS:**

**ITEM NO. 1 DRAWING IAS2.01 – NETWORK SYSTEM ARCH. DIAGRAM**

**A. Diagram 1 - NETWORK SYSTEM ARCHITECTURE DIAGRAM**

- 1. Delete note that states "OPTIONAL WORKSTATION AND PRINTER TO BE PROVIDED BY OWNER/ARCHITECT" and substitute the following: "WORKSTATION AND PRINTER TO BE PROVIDED BY NI CONTRACTOR."**

**QUESTIONS & ANSWERS:**

- A. QUESTION: Please clarify the following item: Specification section 17800, item 1.3.C and D, as well as 1.4.C and D, request certain materials be submitted with the bid. These materials are not listed in the Document Submittal Check List, nor are they mentioned in the bid form. Are these documents and materials to be submitted with the bid, or submitted after the bid by the successful bidder?**
  - 1. RESPONSE: Requirements of Specification section 17800, item 1.3.C and D, 1.4.C and D shall be submitted within 90 days of Notice of Award. The proposal, rate and pricing requirements in Specification section 17800, item 1.3.D.2, 1.3.D.3, 1.3.D.4, 1.4.D.4, 1.4.D.5 and 1.4.D.6 should not be included as part of the base bid.**

**END OF ADDENDUM NO. 3**

**Mayor Richard M. Daley, Chairman**

**Erin Lavin Cabonargi, Executive Director**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC  
SOLLI-1

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

**PRODUCER**

Weible & Cahill  
2300 Cabot Drive, Suite 100  
Lisle IL 60532  
Phone: 630-245-4600 Fax: 630-245-4601

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

**INSURED**

Sollitt/Oakley Joint Venture  
c/o George Sollitt  
Construction Company  
790 North Central Avenue  
Wood Dale IL 60191

**INSURERS AFFORDING COVERAGE**

NAIC #

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

**COVERAGES**

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

INSR ADD'L LTR	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	GLO937891905	06/30/09	06/30/10	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	BAP937891805	06/30/09	06/30/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$  AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
B	X	<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	AUC937890105	06/30/09	06/30/10	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	WC925865804	06/30/09	06/30/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
C		<b>POLLUTION LIAB</b>	CPO1957615	06/30/08	06/30/10	2,000,000 LIAB LIMIT
D		<b>PROFESSIONAL LIAB</b>	EOC596289801	11/14/08	11/14/09	3,000,000 LIAB LIMIT

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

RE: Contract No. 1496, Little Village Branch Library

Primary/Noncontributory Additional Insured on General Liability, Automobile Liability & Pollution and Waiver of Subrogation on General Liability, Automobile & Workers' Compensation in favor of The Public Building Commission and City of Chicago

*Approving GL, Auto, Ex, WC  
PDP Prof. 11/12/09*

*\*Need Builder's Risk*

**CERTIFICATE HOLDER**

Public Building Commission  
of Chicago  
Richard J. Daley Center  
Room 200  
Chicago IL 60602

PUBLI-2

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Richard A. Campbell*



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

Chairman  
RICHARD M. DALEY  
Mayor  
City of Chicago

Executive Director  
ERIN LAVIN CABONARGI

November 10, 2009

John Pridmore  
Sollitt/Oakley Joint Venture  
790 N. Central Avenue  
Wood Dale, IL 60191

RE: **Notice of Award**  
Contract No.: 1496  
Type of Work: New Construction  
Project : Little Village Branch Library  
Project # 08030

Dear Mr. Pridmore:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 10, 2009 the Commission awarded to your company Contract No. 1496 in the amount of \$5,694,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President of your Company, attested by the Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than November 16, 2009, to the attention of Janice Meeks.

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

Sincerely,

Erin Lavin Cabonargi  
Executive Director

cc: J. Gallagher, C. Kelly, K. Hall, T. McHugh, Procurement



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

Chairman  
RICHARD M. DALEY  
Mayor  
City of Chicago

Executive Director  
ERIN LAVIN CABONARGI

November 18, 2009

Howard Strong  
Sollitt/Oakley Joint Venture  
790 N. Central Avenue  
Wood Dale, IL 60191

Re: **NOTICE TO PROCEED**  
Contract No.: 1496  
Project Name: Little Village Branch Library  
Type of Work: New Construction  
Project No.: 08030

Dear Mr. Strong:

Pursuant to Contract No. 1496, which was awarded to your firm on November 10, 2009, you are hereby notified that the Notice To Proceed (NTP) date for this project is **November 19, 2009**.

Therefore in accordance with the Contract, the Substantial Completion date is established as **March 19, 2011**.

The Commission Representative for this contract is Timothy McHugh. Please submit all project deliverables to Mr. McHugh at:


**Public Building Commission of Chicago  
50 West Washington, Room 200  
Chicago, IL 60602**

Please reference the PBC project number and contract number (as listed above) on all correspondences.

**This Notice To Proceed authorizes you to enter upon the project site and commence with the Work on November 19, 2009.**

This Notice to Proceed does not authorize any of your subcontractors to enter upon the project site or to commence any Work prior to subcontractor approval by the Commission Representative pursuant to Section 4.03 of Book 2 "Standard Terms and Conditions for Construction Contracts".

Sincerely,



Erin Lavin Cabonargi  
Executive Director

Cc: J. Plezbert, T. McHugh, C. Graves, P. Spieles, K. Holt, D. McNabb, C. Kelly, J. Stein, B. Quinn, G. Preuhs, E. Manning, T. McHugh, Procurement File