

SCHEDULE A

Statement of Prime Submitter Regarding Its MBE/WBE Utilization Plan

TO BE COMPLETED BY SUBMITTER ONLY

Submitter: Paschen ALL Joint VentureProject: Specification Number: P-20015

Is the submitter a certified MBE/WBE?

MBE: Yes ☐ No ☒ WBE: ☐ Yes ☐ No

If yes, attach all current Letters of Certification.

NOTE:

CERTIFICATION OF THE SUBMITTER AS AN **MBE** SATISFIES ONLY THE **MBE** GOAL; THE **WBE** GOAL MUST STILL BE MET. CERTIFICATION OF THE SUBMITTER AS A **WBE** SATISFIES ONLY THE **WBE** GOAL; THE **MBE** GOAL MUST STILL BE MET. CERTIFICATION OF THE SUBMITTER AS BOTH **MBE** AND **WBE** MAY SATISFY **ONE GOAL** ONLY.

The submitter intends to perform work in connection with this project as a:

GENDER:
☒ Male
☐ Female
RACE/ETHNICITY:
☐ Black/African American
☐ Hispanic American
☐ Asian American
☒ White American
☐ Other _____
TYPE OF FIRM:
☐ Partnership
☐ Sole Proprietorship
☐ Corporation
☒ Joint Venturer
☐ Other _____

All MBE/WBE firms included in the following plan must be certified as such by a public or private organization such as the City of Chicago, Chicago Minority Supplier Development Council (CMSDC), Women Business Development Center (WBDC), and the Small Business Administration.

I. Participation of MBE/WBE Firms

In determining the manner of MBE/WBE participation in the performance of this contract, the submitter shall consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services, either directly or indirectly.

- A. If submitter is a joint venturer and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of the Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- B. Proposing MBE/WBE subcontractors/suppliers/consultants to perform work or supply goods or services not directly related to the performance of this contract is considered to be indirect participation.

MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: All Construction GroupAddress: 1425 S. 55th Ct., Cicero, IL 60804Contact Person: Luis Puig, PresidentPhone: 773.489.1280E-mail: luis@allmasonry.comFax: 773.489.0306MBE/WBE Participation: Dollars \$ 13,152,000 Percent: 19.1 %Will this subcontractor be used for direct or indirect participation? (circle one) Joint Venture PartnerSchedule B and all current certification letters attached? ☒ Yes ☐ No

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

E-mail: _____ Fax: _____

MBE/WBE Participation: Dollars \$ _____ Percent: _____ %

Will this subcontractor be used for direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? ☐ Yes ☐ No

3. Name of MBE/WBE: M.W. POWELL CO.

Address: 3445 S. LAWNDALE AVE CHICAGO, IL 60623

Contact Person: ANTHONY ROQUE Phone: 773-247-7438

E-mail: MWP151@SBCGLOBAL.NET Fax: 773-247-7441

MBE/WBE Participation: Dollars \$ 770,440 Percent: 1.1 %

Will this subcontractor be used for direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? ☒ Yes ☐ No

4. Name of MBE/WBE: PANIAGUA GROUP

Address: 2420 E. OAKTON ST UNIT 6 ARLINGTON HTS, IL 60005

Contact Person: ALFRED PANIAGUA Phone: 847-979-8642

E-mail: AAPANIAGUA@PANIAGUAGROUP.COM Fax: 630-595-8862

MBE/WBE Participation: Dollars \$ 215,939 Percent: 0.3 %

Will this subcontractor be used for direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? ☒ Yes ☐ No

5. Name of MBE/WBE: SCHMIDT STEEL

Address: 847 S. RANDALL RD #278 ELGIN, IL 60123

Contact Person: MAX SCHMIDT Phone: 630-327-1836

E-mail: MAXSSI@LIVE.COM Fax: 630-797-5465

MBE/WBE Participation: Dollars \$ 652,400 Percent: 0.9 %

Will this subcontractor be used for direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? ☒ Yes ☐ No

6. Name of MBE/WBE: ASC INSULATION
 Address: 607 CHURCH RD ELGIN, IL 60123
 Contact Person: ALFONSO CASTRO SR Phone: 847-695-6570
 E-mail: LCASTRO@ASC FIREPROOFING.COM Fax: 847-695-7315
 MBE/WBE Participation: Dollars \$ 333,000 Percent: 0.5 %
 Will this subcontractor be used as direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

7. Name of MBE/WBE: PRONUA CONTRACTING
 Address: 180 POPLAR PL SUITE A NORTH AURORA, IL 60542
 Contact Person: ERIKA VENEZAS Phone: 630-581-8300
 E-mail: EVENEGAS@PRONUA CONTRACTING.COM Fax: 630-581-8690
 MBE/WBE Participation: Dollars \$ 179,400 Percent: 0.3 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

8. Name of MBE/WBE: NATURAL CREATIONS LANDSCAPING
 Address: 356 E. BRUCE ST JOLIET, IL 60432
 Contact Person: JOSE GARCIA Phone: 815-724-0991
 E-mail: JGARCIA@NATURALCREATIONS LANDSCAPING.COM Fax: 815-724-0996
 MBE/WBE Participation: Dollars \$ 1,969,219 Percent: 2.9 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

9. Name of MBE/WBE: EFFICIENT TRUCKING
 Address: 1218 S. 69TH AVE CICERO, IL 60804
 Contact Person: ANTONIO SANDOVAL Phone: 708-294-7000
 E-mail: SANDOVALB30@MAC.COM Fax: 708-294-7005
 MBE/WBE Participation: Dollars \$ 800,000 Percent: 1.2 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

Attach additional sheets as needed.

10 Name of MBE/WBE: PINTO CONSTRUCTION GROUP
 Address: 7225 W. 105TH ST PAOKS HILLS, IL 60465
 Contact Person: RICHARD PINTO Phone: 708-430-0040
 E-mail: RICHARD.PINTO@PINTOCONSTRUCTION.COM Fax: 708-430-4937
 MBE/WBE Participation: Dollars \$ 887,200 Percent: 1.3 %
 Will this subcontractor be used as direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

11 Name of MBE/WBE: C&G CONSTRUCTION SUPPLY
 Address: 1593 VALENCIA CT CAUMMET CITY, IL 60409
 Contact Person: ASHLEY COLEMAN Phone: 708-825-9770
 E-mail: INFO@C6CONSTRUCTIONSUPPLY.COM Fax: _____
 MBE/WBE Participation: Dollars \$ 60,000 Percent: 0.1 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

12 Name of MBE/WBE: TERRAZZO & CONCRETE EQUIPMENT
 Address: 6933 W. 59TH ST CHICAGO, IL 60638
 Contact Person: OCTAVIO VALDEZ Phone: 773-837-3904
 E-mail: TERRAZZO.CONCRETE@YAHOO.COM Fax: 773-247-2485
 MBE/WBE Participation: Dollars \$ 225,000 Percent: 0.3 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

13 Name of MBE/WBE: EVERGREEN SUPPLY CO.
 Address: 8402 W. 183RD ST SUMTER TOWNSHIP, IL 60487
 Contact Person: COLLEEN KRAMER Phone: 773-375-4750
 E-mail: CKRAMER@EVERGREENSUPPLY.COM Fax: 773-375-4765
 MBE/WBE Participation: Dollars \$ 1,000,000 Percent: 1.45 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No

Attach additional sheets as needed.

- 14 Name of MBE/WBE: NUTTOYS LEISURE PRODUCTS
 Address: 915 W. HILLGROVE LAGRANGE, IL 60525
 Contact Person: MORIA STAGGS Phone: 708-579-9055
 E-mail: MOIRAS@NUTTOYS4FUN.COM Fax: 708-579-0109
 MBE/WBE Participation: Dollars \$ 797,278 Percent: 1.16 %
 Will this subcontractor be used as direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No
- 15 Name of MBE/WBE: GREAT LAKES LANDSCAPE CO.
 Address: 2224 LANDMEIER RD ELY GROVE VILLAGE, IL 60007
 Contact Person: KIMBERLY PARENTE Phone: 847-439-3737
 E-mail: KIMP@GRTLAKES INC.COM Fax: 847-439-1943
 MBE/WBE Participation: Dollars \$ 140,400 Percent: 0.20 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No
- 16 Name of MBE/WBE: KATCO DEVELOPMENT
 Address: 415 S. WILLIAM ST MT. PROSPECT, IL 60056
 Contact Person: KAREN BARBA Phone: 847-222-9662
 E-mail: KAREN@KATCODEVELOPMENT.COM Fax: 847-222-9661
 MBE/WBE Participation: Dollars \$ 2,345,000 Percent: 3.40 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☒ Yes ☐ No
- 17 Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? ☐ Yes ☐ No

Attach additional sheets as needed.

II. Summary of MBE/WBE Proposal:

A. MBE Proposal:

1. MBE Participation:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation	Direct Indirect (check <input checked="" type="checkbox"/> one)
ALL CONSTRUCTION GROUP	\$ 13,152,000	19.1 %	<input checked="" type="checkbox"/>
M W POWELL	\$ 770,440	1.1 %	<input checked="" type="checkbox"/>
PANIAGUA	\$ 215,939	.3 %	<input checked="" type="checkbox"/>
SCHMIDT STEEL	\$ 652,400	.9 %	<input checked="" type="checkbox"/>
ASC	\$ 333,000	.5 %	<input checked="" type="checkbox"/>
PRO NOVA	\$ 179,400	.3 %	<input checked="" type="checkbox"/>
NATURAL CREATIONS	\$ 1,969,319	2.9 %	<input checked="" type="checkbox"/>
Total MBE Participation:	\$	%	

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2. WBE Participation:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation	Direct Indirect (check <input checked="" type="checkbox"/> one)
EVERGREEN SUPPLY	\$ 1,000,000	1.45 %	<input checked="" type="checkbox"/>
NO TOYS	\$ 797,278	1.16 %	<input checked="" type="checkbox"/>
GREAT LAKES LANDSCAPE	\$ 140,400	.2 %	<input checked="" type="checkbox"/>
KATCO	\$ 2,346,000	3.4 %	<input checked="" type="checkbox"/>
	\$	%	
	\$	%	
	\$	%	
	\$	%	
Total WBE Participation:	\$ 4,282,678	6.2 %	

The submitter designates the following person as its MBE/WBE Liaison Officer:

Mary Person (Name and Title) (773) 444.3474 (Phone Number)

mperson@fhpaschen.com (E-mail address)

II. Summary of MBE/WBE Proposal:**A. MBE Proposal:****1. MBE Participation:**

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation	Direct (check <input checked="" type="checkbox"/> one)	Indirect
EFFICIENT TRUCKING	\$ 800,000	1.2 %	<input checked="" type="checkbox"/>	
PINTO CONSTRUCTION	\$ 887,200	1.3 %	<input checked="" type="checkbox"/>	
CG CONSTRUCTION	\$ 60,000	.1 %	<input checked="" type="checkbox"/>	
TELAZZO CONCRETE EQUIPMENT	\$ 225,000	.3 %	<input checked="" type="checkbox"/>	
	\$	%		
	\$	%		
	\$	%		
	\$	%		
Total MBE Participation:	\$ 19,244,598	27.93 %		

2. WBE Participation:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation		
	\$	%		
	\$	%		
	\$	%		
	\$	%		
	\$	%		
	\$	%		
	\$	%		
	\$	%		
Total WBE Participation:	\$	%		

The submitter designates the following person as its MBE/WBE Liaison Officer:

Mary Person (Name and Title) (773) 444.3474 (Phone Number)
 mperson@fhpaschen.com (E-mail address)

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Park District requirements and have not violated any City or Sister Agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Park District.

Submitter:

(Print or Type Name of Business)

Signature:

(Written Signature of Authorized Officer/Representative)

Date:

Name/Title:

*(Print or Type Name and Title of Person Signing Statement)***NOTE**

**If submitter is an MBE/WBE joint venture with a non-MBE/WBE firm,
use the following signature page instead:**

End of Schedule A

**ALTERNATE
SCHEDULE A SIGNATURE PAGE
FOR MBE/WBE JOINT VENTURE WITH A NON-MBE/WBE FIRM**

Complete this signature page only if you are an MBE/WBE operating as a joint venture with a non-MBE/WBE Firm

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

NOTE:

After filing this statement and before the completion of the joint venture's work on this project, if there is any change in the information submitted, the joint venturer must inform the Chicago Park District.

All Construction Group

(Name of MBE/WBE Partner Firm)

dba: A.L.L. Masonry Construction Co., Inc. is a domestic corporation, incorporated under the laws of the State of Illinois on July 12, 1979, adopted the assumed name All Construction Group on December 11, 2019.

Luis Puig

(Written Signature of Authorized Officer/Representative)

President

(Print or Type Name and Title)

10/01/2020

(Date)

F.H. Paschen, S.N. Nielsen & Associates LLC

(Name of Non-MBE/WBE Partner Firm)

James V. Blair

(Written Signature of Authorized Officer/Representative)

Agent / CEO

(Print or Type Name and Title)

10/01/2020

(Date)

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is executed this 11th day of September, 2020, by and between F.H. Paschen, S.N. Nielsen & Associates LLC ("FHP"), an Illinois limited liability company, having its principal place of business at 5515 N. East River Road, Chicago, IL 60656 and ALL Construction Group, Inc. ("ALL"), an Illinois corporation, having its principal place of business at 1425 S. 55th Ct., Cicero, IL 60804, shall individually be referred to herein as "Party" and collectively be referred to herein as "Parties".

WITNESSETH

WHEREAS, Chicago Park District ("CPD" or "Owner"), has issued a Request for Proposals ("RFP") for the purpose of obtaining bids and/or proposals ("Proposals") for Park 596 Build and Finance of Administrative Headquarters, Fieldhouse and Site Development in Chicago, IL ("Project"); and

WHEREAS, the method of selection of entities, including the Parties, for the construction and/or financing of the Project is defined in the RFP; and

WHEREAS, the Parties desire to associate with one another as joint venturers for the purpose of (i) preparing and submitting to the Owner a response to the RFP for the award of the Project and, (ii) if successful, to construct the Project pursuant to the terms of a contract with the Owner (the "Contract"); and

WHEREAS, in connection with the RFP, and the Contract if, and only if, the Joint Venture is selected by the Owner, the Parties hereto desire to further describe, define and agree upon their respective duties, rights, interests, and obligations as between themselves with respect to the Proposal submitted by the Joint Venture to the Owner and/or the Contract if awarded by the Owner to the Joint Venture; and

WHEREAS, the Parties acknowledge and agree that, Paschen ALL shall provide construction services. If CPD elects the options for construction financing and long term lease financing, then Paschen ALL shall also provide Real Estate Development Advisory Services ("REDAS"), based only on an agreement that will be reached between Paschen ALL and Friedman Acquisitions ("Friedman") in which Friedman shall perform all of Paschen ALL's REDAS responsibilities for this project and that agreement is mutually acceptable to Friedman Acquisitions and the Parties. The duration of Paschen ALL's construction services and REDAS responsibilities shall not extend past the completion of construction services. REDAS services shall include 1) being the exclusive procuring cause in bringing the CPD as the tenant in a build to suit lease on behalf of the SPE and bondholders, 2) assemble the development team consisting of Mesirow Financial, Paschen ALL, Wells Fargo as the Trustee for the SPE, McKenzie Management Group as the Administrator for the SPE and Chicago Facilities Group as the facilities management company, 3) develop terms and conditions of the CPD lease document on behalf of the SPE and bondholders, 4) act as the point person between the SPE, the SPE Trustee, the SPE Administrator, bondholders, Paschen ALL, Mesirow, CPD, the Chicago Facilities Group and other stakeholders

during the construction period to ensure that all parties maintain the project schedule and other contractual commitments, including but not limited to schedule maintenance and change order coordination; and

WHEREAS, Contingent upon the Owner's acceptance of a proposal for construction financing and long term lease financing, Team Members acknowledge and agree that, Mesirow Financial shall 1) Assign Wells Fargo as the trustee to manage the SPE, 2) Assign McKenzie Management Group as Administrator of the SPE, 3) Administer the execution of an acceptable lease with CPD, 4) Provide, subject to market conditions, all construction financing and long term lease financing, and 5) Assist in establishing a Special Purpose Entity (SPE) which purposes are to a) Maintain corporate existence (file all required reports and tax returns), b) Receive and send notices under the leases and loan documents, c) Provide quiet enjoyment to CPD under the space lease, d) Participate in discussions with CPD regarding lease and property related items (lease amendments, providing consent to requests from CPD), e) Participate in discussions with Trustee regarding loan related items, f) Abide by terms of leases and loan documents, g) Not take actions or fail to take actions that would result in a default under the leases or the loan documents, h) To the extent applicable, execute an Agreement with and be responsible for its obligations provided in the agreement with CPD ("Owner Agreement") and i) Assist the SPE to execute a contract with Paschen ALL for construction services and REDAS; and

NOW THEREFORE, in consideration of the mutual promises and agreements herein given to one another, the Parties forming this Joint Venture agree as follows:

1. Formation, Purpose and Scope:

The Parties hereto associate themselves as a Joint Venture for the sole and limited purpose of: (a) preparing and submitting one RFP/Proposal to the Owner for award of the Project Contract and for (b) executing, carrying out and performing the Contract to be entered into with the Owner if awarded to the Joint Venture. This Joint Venture is limited to the RFP/Proposal and Contract work for the Project. Each of the respective Parties to this Agreement may otherwise carry on its separate business for its sole benefit.

2. Name and Location:

The name of this Joint Venture shall be **Paschen ALL Joint Venture** (hereinafter the "Joint Venture"). The initial principal place of business of the Joint Venture shall be 5515 N. East River Road, Chicago, Illinois 60656 subject to relocation at the sole discretion of the Managing Party (as designated herein).

3. Relationship of the Parties:

3.1 Nothing contained in this Agreement shall be construed to create an ongoing partnership between the Parties or give rise to an ongoing agency relationship. The Parties hereto shall be joint venturers only with respect to preparation and submission of the RFP/Proposal and the performance of the Contract, and nothing contained in this Agreement shall render any Party liable for any debts or obligations unrelated to the Joint Venture.

3.2 This Joint Venture Agreement shall continue in effect until terminated pursuant to Section 23 of this Agreement.

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

3.4 The Parties recognize and agree that one of the reasons for forming the Joint Venture is to assist the other Party in meeting certain minority business enterprise ("MBE") goals because ALL is a recognized MBE firm. Given this purpose, the Joint Venture and its Parties recognize that at all times its MBE firm member must perform a commercially useful function ("CUF") as that term is defined by the Owner and/or is generally accepted within the City of Chicago.

3.5 Self Performed Work. Unless otherwise required by a Contract, the Parties' intention is that the members of the Joint Venture will, in addition to construction management responsibilities, self-perform work in at least such proportion as required by the RFP and that a proportion of the work of the Contract, other than construction management, will be performed by both the Parties and subcontractors. The Parties agree that it may be in the best interest of the Joint Venture for the Parties to perform certain trade or design work ("Self Performed Work" or "Self Performed Trade") including, but not limited to, excavation, cast-in-place concrete, site paving, rough carpentry, demolition, masonry and other work. The determination of the best interest of the Joint Venture as it relates to the Self Performed Trades will be made by the Management Committee (defined below) and shall be subject to the approval of the Owner. For any Self Performed Trade, the performing Party (or its affiliate) shall perform the work as a subcontractor to the Joint Venture, if applicable. A Party performing a Self-Performed Trade shall solely bear the risk and reward of the Self Performed Trade. All Self Performed Trade work will be bonded or enrolled in SDI separately from any bond or enrollment provided by the Joint Venture or the Parties on behalf of the Joint venture, though the Parties will work to avoid unnecessary duplication of bonds and extra expense.

3.6 Non-Solicitation. During the term of this Agreement, each Party agrees that it will not solicit for employment or hire any person who is employed by the other Party while the Joint Venture is performing services for the Contract. Moreover, or for a period of one year following the Substantial Completion of the Project, each Party agrees that it will not solicit for employment or hire any person who is an employee of another Party and who worked on the Project or the Contracts. This Non-Solicitation provision shall not apply if the Joint Venture is dissolved before commencement of the Contract.

4. Interest of the Parties/Division of Responsibility of the Work:

4.1 Except as may otherwise be provided herein, each Party shall be entitled to those interest and shares in and to the Joint Venture and its assets and property, and any revenues, profits, losses, liabilities, and tax benefits which may be derived from the performance of the Contract, and shall be responsible as among the Parties for those obligations and liabilities in connection

with the Contract, and with respect to any and all obligations and liabilities of the Joint Venture in connection therewith shall be in percentages as agreed to by the Parties;

FHP	74%
ALL	26%

FHP shall be the “Managing Party” as the term is used herein

4.1.1 The Owner will review the Proposal of each submitting entity and has indicated it may (i) short list one or more respondent for further review and negotiations, (ii) interview one or more respondents, (iii) reject any or all Proposals, or (iv) award the project to multiple respondents.

4.1.2 In the event a Party withdraws from pursuit and/or negotiations for the project, as permitted by this Agreement, that Party shall be precluded from pursuing or otherwise providing any work, workforce, assistance, or other participation for any entity other than the Joint Venture, unless the Management Committee permits such involvement in writing to the withdrawing Party. Additionally, each of the Parties to this Agreement, as well as their affiliated companies, shall be precluded from the pursuit of participation in this Project in any capacity and with any other team or entity concurrent with its pursuit of the Project by this Joint Venture unless otherwise approved by the Management Committee or unless this Joint Venture is unsuccessful in receiving an award for any portion of the Project.

4.2 If the Contract is awarded by the Owner, as between the Parties, the Management Committee shall undertake and be fully responsible for the work to be determined by and between the Parties at the finalization of negotiations of the Contract with the Owner and pursuant to the Scope of Work, generally stated in Schedule B, made a part hereof by reference. The Scope of Work defined in Schedule B may be modified by the Management Committee as it determines is in the best interest of the Owner, the Project, and the Joint Venture. As provided herein, the respective Party shall furnish the staff and labor required to perform its portion of the Contract work as determined by the Management Committee and Schedule B. Such labor shall be in accordance with the terms of any applicable collective bargaining agreement(s).

4.3 Project Personnel. The Parties shall each charge the Joint Venture only with those costs, expenses and for such personnel as described herein and as preapproved by the Managing Party. After the General Conditions costs for the Project are established and approved by the Owner, the Parties shall be paid based on multipliers for their personnel for the time they are actually committed to the Project generally on site by the Joint Venture even in the event of unforeseen personnel changes.

4.3.1 The Parties’ salaried employees will be charged at bare labor salary (“take home”) cost times a multiplier of 1.40. All supervisory and management personnel shall be salaried employees.

4.3.2 The Members union hourly and union salaried employees will be charged at bare labor cost times a multiplier of 1.95. Any “union labor” shall include employees who are covered by a collective bargaining agreement in any territory.

4.3.3 The rates and multipliers shall cover all costs of employment and compensation and except as specifically described herein, no separate payments shall be made including, but not limited to, salary/hourly pay, overtime (except for hourly employees), taxes, all insurance, benefits, vehicles including all costs of operation, vacations, bonuses, sick days, other employee benefits.

4.3.4 The multipliers shall not include technology related costs such as cell phones, computers and tablets. Base pay scale shall be consistent with the employee's wages prior to this Project and any increase necessary for this Project shall be subject to the approval of the Management Committee.

4.3.5 There shall be no reimbursement for any other expenses related to salaried or hourly workers unless specifically defined herein or so designated by the Management Committee.

4.3.6 The rates and multipliers shall not apply to any self-performed work subcontracted by the Parties to either Party or their affiliated companies.

5. Best Efforts:

Each Party hereto shall use its best efforts to carry out the purposes of this Agreement to cooperate with the other Party fully and to attend all meetings of the Joint Venture and Management Committee to the end that the business affairs of the Joint Venture shall be conducted in an orderly and businesslike manner. In no event shall the existence of any dispute excuse any Party from the full and faithful performance of this Agreement.

6. Pre-Proposal/Bid, Pre-Award and Initial Award Considerations:

6.1 FHP shall coordinate the preparation of the Proposal with appropriate input from the other Party. The Parties hereby agree to submit a Proposal to the Owner's specifications in an amount and on terms mutually agreeable to the Parties prior to its submission. Approval of the Contract price and terms and conditions shall be by all parties and will be evidenced by execution of the contract on behalf of each Party hereto.

6.2 If at any time prior to the actual submission of the Proposal to the Owner, any Party may elect to withdraw from the Joint Venture, and they shall be under no further obligation hereunder. Such withdrawal shall not cause the dissolution of the Joint Venture. Upon the withdrawal by one Party, the other Parties may submit a Proposal alone, or in conjunction with another third party, without any obligation to the withdrawing Party. In this event, the remaining Parties must provide its own Payment and Performance Bond, as provided hereunder. In addition, if the Proposal of the Parties as submitted to the Owner is unsuccessful, any Party hereto may perform work for this Project.

6.3 Any negotiations between the Parties and the Owner or between the Parties and the sureties, if any, subsequent to the submission of the Proposal, but prior to any Contract award, shall be conducted by the Parties jointly, but communicated primarily through the Managing Party.

6.4 All Pre-Proposal costs shall be the sole cost and expense of the Party incurring same and shall not be considered a cost of the work pursuant to the Contract or an obligation of the Joint Venture.

6.5 The Joint Venture and this Agreement shall be null and void if the Joint Venture is not awarded the Project Contract by the Owner subject only to any costs and expenses jointly incurred by the Parties hereto. Reimbursement for jointly incurred expenses shall be made to any Party only to the extent that payment was received from the Owner.

6.6 If awarded the Contract, the Parties shall jointly and severally execute the Contract and all bonds which may be required by the Contract and each shall cause the execution and delivery of corporate indemnity agreements as required by any surety or as required by the managing Party from time to time. All bonds and insurance which may be required by the Proposal, Contract, or this Agreement shall be provided as contained therein and herein.

7. Indemnification:

7.1 Except as otherwise expressly contained herein, each Party agrees to indemnify, defend, and hold harmless the Joint Venture and the other Parties from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising from or attributable to performance of work by said Party on the Project to the extent such are caused in whole or in part by any negligent act or omission of said Party, anyone directly or indirectly employed or retained by said Party, or anyone for whose acts said Party may be liable, regardless of whether such claims, damages, losses, and expenses are caused in part by the Party indemnified hereunder.

7.2 Notwithstanding any of the foregoing, no Party shall be entitled to indemnification from the other Party for the Wrongful Actions, negligence or intentional misconduct of said party. Wrongful Actions shall mean actions that constitute fraud, bad faith, willful violation of this Agreement, or willful violation of law.

8. Insurance:

8.1 The Management Committee shall determine the amount, type, and limits of insurance coverage needed to protect the Joint Venture and the Parties hereto against any risk of loss that will be assumed or required under the Contract and this Agreement. The responsibility for obtaining and paying costs for all required and necessary Contract insurance shall be borne by the Joint Venture, or each Party hereto, as provided and listed on the attached Schedule A.

8.2 As applicable, the Parties hereto shall name as an "additional insured" the Joint Venture, the Parties hereto, the Owner, and others as required by the Contract on all insurance required as provided in Schedule A.

8.3 All insurers contemplated herein and on the attached Schedule A shall be required to waive all rights of subrogation against any or all of the Parties hereto including the Joint Venture,

or their officers, employees, representatives, agents, parents, subsidiaries, affiliates, or surety company or companies.

8.4 Prior to commencement of the Contract, each Party shall provide the other Party(ies) copies of its policies or certificates of insurance, or other required evidence, setting forth the insurance policies obtained and the extent of coverage of each policy as required on Schedule A.

9. Contract Bond(s):

9.1 Each Party to the Joint Venture shall provide Payment and Performance Bonds required by the Owner proportionate to their percentage share of the Venture, unless the Parties unanimously agree on an alternate method(s) of security and the Owner agrees on such method(s).

9.2 Each Party hereto shall execute the Contract Bonds which may be procured from a surety, or sureties who shall become co-sureties on the on the said bonds. Each Party will execute indemnity agreements and furnish documents reasonable required by the surety(ies).

9.3 Any additional bond charges or expenses accruing as a result of change orders will be a cost of the work to be paid by the Joint Venture and billed to the Owner.

9.4 At the Managing Party's discretion and direction, any non-Joint Venture Party performing work for the Joint Venture as a subcontractor shall be required to furnish a Performance Bond and a Labor and Material Bond each in the amount of 100% of the subcontract amount or be enrolled FHP's subcontractor default program, as solely determined by FHP, which risks shall be borne by and benefits inure solely to FHP, as the case may be. These bonds must be executed by a corporate surety with an A.M. best rating of "A-," or better, licensed in the appropriate jurisdiction where the work is to be performed, and listed in the current U.S. Department of Treasury Circular 570 with an underwriting limitation of \$5 million or consistent with the face amount of the bonds, whichever is greater. The premium for providing these bonds must be included in the subcontract amount.

9.5 All Bonds shall be provided on an AIA bond form or another form acceptable to the Joint Venture. All bond forms shall be accompanied by an appropriate power of attorney from the surety.

9.6 All bonds shall be furnished upon the earlier of the date of execution of the Agreement, the Contract with the Owner, or commencement of any work by the Joint Venture on the Projects as the case may be or as required by the Contract.

9.7 The Parties acknowledge that the cost of all bond premiums has been included in the final Contract price. Additional premiums for any increase in the contract price or any extension of the Contractor's work shall be included in the price of any change order for the Project or as provided in Paragraph 9.4 herein.

9.8 Notice of change, alteration or modification to the terms and conditions of this Agreement or the Contract with the Owner shall not require notice to or consent from Surety(ies), such notice and consent being hereby waived by the Surety(ies) to whom a copy of this Agreement has been furnished by the Managing Party.

9.9 Any change in the Contract amount shall automatically result in a corresponding change in the penal amount of the Bonds without the consent of the Surety(ies) obtained in advance.

9.10 In addition, each Party hereto, at the request of the Management Committee, shall execute all applications and indemnity agreements required by the Surety(ies) on any bond required in connection with the Contract with the Owner as previously agreed to by the Parties. Each Party shall indemnify the other against any loss in connection with the Indemnity Agreements required by the Surety(ies) on any bond in excess of each Party's proportionate share of such loss as contained in Paragraph 4.1.

10. Bank Account; Working Capital:

10.1 A bank account shall be opened at Fifth Third Bank in the name of the Joint Venture and in which all capital, including capital contributions, all funds advanced for the performance of the Contract as well as all funds received by the Joint Venture from any source (including, but not limited to, payments from the Owner or otherwise received on account of the Contract) shall be deposited. This account shall be subject to the oversight of the Management Committee, with Managing Party control over the day-to-day control of the account. Signature requirements, deposits, and withdrawals shall be made with respect to the bank account in such manner and in such form as the Managing Party determines from time to time. All invoices received by the Joint Venture and approved for payment by the Project Manager and/or the Management Committee as provided herein shall be paid on checks drawn on said bank account and signed by person(s) so authorized by the Management Committee to draw upon the funds of the Joint Venture.

10.2 The Managing Party may cause funds of the Joint Venture to be invested as deemed appropriate by the Management Committee.

10.3 As and for the initial capital to be contributed by each Party hereto, the Parties hereto shall advance and pay into the Joint Venture bank account the total sum of \$50,000 in sums proportionate to their share of the Joint Venture, within seven (7) days after execution of the contract with the Owner:

FHP	74%	\$37,000.00
ALL	26%	\$13,000.00

10.4 Any additional working capital requirement(s), in addition to the initial working capital deposit listed in Paragraph 10.3, shall be determined by the Management Committee appointed in accordance with Paragraph 11 herein and, if required, the additional working capital shall be deposited by the Party or Parties in their respective required shares within seven (7) days after notice thereof.

10.5 Failure of any Party to make its appropriate contribution of capital or additional capital shall constitute a default by such Party. In the event any Party is unable to, or fails to or neglects to advance or contribute its proportionate share of the working capital required for the purpose of the Joint Venture or in performance of the Contract, then the other Parties may, but shall not be required to, advance the deficiency or any part thereof. Should the other Parties advance such sum, the Parties shall be entitled to a proportionately larger share of the profits of the Joint Venture so that any profits shall be divided between the Parties in the proportion in which they advance working capital even though, at a later date, the Party in default shall offer to make good or shall make good its default in advancing working capital. The Party failing to advance its share of working capital, however, shall not be relieved of its obligations to share any loss arising from the Joint Venture proportionate to its original share of the Joint Venture.

10.6 All working capital advanced pursuant to paragraph 10.5 by the Non-Defaulting Parties shall bear interest at a rate of 6 % per annum or 2% greater than the prime rate listed at Fifth Third Bank, whichever is higher, and shall be repaid to the Parties advancing the same prior to the distribution of any profits. No part of any working capital advanced to the Joint Venture shall be returned to any Party prior to the completion of the Project except as may otherwise be directed by the Management Committee.

10.7 Except as otherwise provided herein, and at the discretion and direction of the Management Committee, all monies contributed by the Parties to this Joint Venture and all monies received as payments under the Contract or otherwise received shall be treated and regarded as and are 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 Owner and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. The reserves shall likewise be treated as trust funds until they have served the purposes for which they were created.

11. Management Committee:

11.1 All affairs of the Joint Venture, including without limitation the policies and procedures for the execution of Contract work, the review and supervision of the operation of the Joint Venture (including Project Schedule and Budget), the amount, manner, and timing of the payments, disbursement of funds, need for capital, reserves, and contributions, securing of bonds and insurance, the prosecution, defense or settlement of third party claims or lawsuits by or against the Joint Venture arising out of performance of the Contract, or changes to the Joint Venture Agreement, as well as the determination of all policies connected with the purposes thereof, including but not limited to those involving the scope and performance of the Contract, and of a contractual nature with the Owner, or with third parties (including subcontractors), shall be under the supervision of the Management Committee (the "Management Committee").

11.2 The Management Committee shall consist of one member (and two alternates) duly authorized, selected and appointed by each Party. The representatives appointed by each Party shall be officers or senior level employees of their respective companies. Except as may be

provided to the contrary, the Joint Venture shall be authorized to execute and deliver all legal and financial documents necessary to fulfill the purposes of this Joint Venture.

11.3 Upon the execution of this Agreement, the Management Committee shall consist of the following persons:

PARTY	NAME	TYPE
FHP		
	James Blair	Committee Member
	James Habschmidt	Alternate Committee Member
	David Alexander	Alternate Committee Member
ALL Construction		
	Luis Puig	Committee Member
	Tom Conroy	Alternate Committee Member
	To Be Determined	Alternate Committee Member

11.4 Each Party shall vote in proportion to the percentage share of that Party's participation in the Joint Venture with respect to all matters which come before the Management Committee. The salaries of each member of the Management Committee shall be borne by the respective Party appointing such member. The FHP representative shall be the Chairman of the Management Committee. All decisions, determinations, approvals, consents, or other actions shall be determined by vote of the Management Committee in proportion to the percentage share of participation in the Joint Venture. The Joint Venture shall act upon the majority of the voting power of the Non-Defaulting Parties present. For the sake of clarity, abstentions shall be treated as "no" votes.

11.4.1 In the event a vote of the Management Committee results in a tie, the Party holding the largest single interest in the Joint Venture shall decide the matter on behalf of the Joint Venture, unless otherwise expressly provided in this Agreement.

11.5 Any Party may at any time and from time to time, change its representative(s) by filing with the others a written notice of a duly executed appointment of a new representative but until the appointment and filing of the notice, the actions of the prior representative shall be conclusively binding on the respective Party.

11.6 The Management Committee shall meet from time to time as required or deemed appropriate by the Chairman of the Management Committee, upon forty-eight (48) hours prior written notice, to act on necessary matters pertaining to the Project. All meetings shall be held at the offices of the Joint Venture or at the Project jobsite except as otherwise provided herein.

11.7 A meeting may also be conducted by telephone, upon three (3) hours prior written notice, in an emergency and/or used when such procedure would be expedient for matters needing prompt attention as determined by a Management Committee member.

12. Managing Party, Books and Records:

12.1 The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the charge and control of the Managing Party, subject to the controlling authority of the Management Committee as provided therein.

12.2 The Managing Party of this Joint Venture is hereby designated to be FHP. No management fee shall be paid to the Managing Party except for the following: an administration fee equal to 0.25% of the Contract value shall be charged to the Joint Venture in equal monthly amounts over the course of the project and paid by the Joint Venture to FHP for home office accounting and administrative tasks, home office computer costs for payroll, job reports and the like (hereinafter referred to as the "Administration Fee") and/or as otherwise provided in Paragraph 12.4. This Administration Fee shall be paid on a monthly basis. The Administration Fee shall be paid from the General Contractor Fee, with no separate amount included in the bid or project budget for the Administrative Fee. However, the Administration Fee due hereunder shall be made contingent upon payments of the General Contractor Fee being received from the Owner.

12.3 The Managing Party shall have the power to, subject to the oversight of the Management Committee (a) do or provide for the doing of all those acts or things necessary, or by it deemed necessary or desirable, in and about the performance of the Contract, and in and about the proper conduct of the Joint Venture created hereby; (b) to request the Parties to advance working capital as provided herein; (c) to request any party hereunder to provide the Party's audited Balance Sheet and Income Statement at such intervals as may be necessary, however any such information provided by the Party shall be maintained in strict confidence by the Managing Party and the Joint Venture and shall in no event be disclosed to any other third party; (d) to receive all funds accruing to the Joint Venture, to deposit Joint Venture funds into the Joint Venture bank account(s) and to cause the same to be withdrawn with such signatories as the Parties hereto may agree upon; (e) to negotiate and bind the Parties to such supplemental agreements, stipulations or adjustments with the Owner concerning the Joint Venture and the Contract; (f) to negotiate and bind the Joint Venture in relation to any lessening, enlargement, alteration or modification of the nature, scope and extent of the work to be performed under the Contract, and to make or approve such adjustment of the Contract as it may believe desirable; (g) to execute and deliver purchase orders, rental agreements, subcontracts, and other agreements; (h) to execute all Project documents except as otherwise provided herein; and (i) to appoint a Project Director that shall have the authority to act on behalf of the Management Committee and to perform all duties required and as described herein for the execution of the Project, except for those items defined in 19.2. The Project Director shall be David Alexander or other individual as determined by the Management Committee.

12.4 Separate books of account for the Joint Venture and the performance of the contract, and all matters pertaining thereto, shall be kept and maintained by the Managing Party, FHP, at the main office of the Joint Venture. FHP shall also provide all financial services prescribed by the Management committee along with information technology and human resources support. A reasonable additional fee may be charged for the use of these services as determined by the Management Committee. The books of account and the prescribed methods of accounting for all matters relating to the affairs of the Joint Venture and the performance of the Contract shall be generally accepted accounting principles (or GAAP), and the percent complete method applicable under the circumstances and applied on a consistent basis. The Managing Party may at

its discretion apply any risk reserves as a part of the Contract's profit/loss projections. In addition to any financial reporting requirements hereunder, the Managing Party shall prepare quarterly financial reports and distribute such reports to each of the other Parties as soon as they are available after the end of any quarter, with such report(s) accounting for the prior quarter. In addition, each Party shall have the right at all reasonable times during usual business hours to inspect at the Joint Venture Office the books of account, contracts, vouchers and other data of the Joint Venture.

12.5 In addition, annual certified audits shall be prepared by a public accounting firm selected by the Managing Party, which may be the firm customarily used by FHP. The audits will be distributed to the Parties hereto within one hundred twenty (120) days after December 31. A final certified audit shall be prepared and distributed to both Parties at the completion of the contract. Such accounting firm shall also prepare the income tax returns for the Joint Venture. The Managing Party shall be designated the "Partnership Representative" pursuant to IRS Code IRC 6223. Any and all audit related expenses will be allocated to the Joint Venture by the Managing Party.

12.6 The Managing Party shall maintain adequate and complete records and books of account maintained on a calendar-year basis. The Managing Party shall prepare and submit monthly statements, cost reports, summaries and other financial data, in forms and at times specified by the management Committee. Such shall include, but not be limited to, the preparation and submission of monthly consolidated cost reports which shall contain the total Project costs incurred to date, with an itemized breakdown of such costs in comparison with amounts budgeted for same and specifying the percentage-of-completion for same.

12.7 All financial, technical, and other records of the Joint Venture shall be kept and preserved as required by law and the Contract with the Owner, and for such longer periods and at such place or places as the Management Committee may designate. 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 the law or as required by the owner's Contract, they shall be kept at such place or places as the Management Committee may from time to time determine and the cost shall be borne equally by the Parties.

13. Project Manager and Key Project Personnel:

13.1 Project Director: Subject to Paragraphs 11 and 12, the general supervision and management for the work required by the Contract shall be under the general charge and control of the Project Director. The Project Director shall be appointed and may be removed by the Managing Party with the consent of the Management Committee and shall be given such powers, duties, and responsibilities as may be required to enable him to properly perform the duties entrusted to him to the end that work may be performed properly and expeditiously. All determinations and actions by the Project Director in any way connected with the prosecution and completion of the Contract shall be binding upon the Joint Venture and each Party thereto.

13.2 Project Executives and Project Managers: Subject to Paragraphs 11 and 12, the general supervision and management of the Contract shall be under the general charge and control of Project Executives and Project Managers. The Project Executives and Project Managers shall

be appointed and may be removed by the Project Director with the consent of the Management Committee and shall be given such powers, duties, and responsibilities as may be required to enable them to properly perform the duties entrusted to them to the end that work may be performed properly and expeditiously. All determinations and actions by the Project Executive and Project Managers in any way connected with the prosecution and completion of the Contract shall be binding upon the Joint Venture and each Party thereto.

13.3 Key Project Personnel: Each Party shall make available to the Joint Venture key project personnel who shall not be withdrawn from the performance of the Contract without reasonable prior notice to, and consent of, the Project Director and the Management Committee. Each Party will use its best efforts to replace personnel so withdrawn with personnel having like or greater experience and qualifications as the personnel so withdrawn.

14. Construction Costs; Subcontractors, Payments:

14.1 Subject to the provisions of the Contract as fully executed by the Joint Venture with the Owner, the Parties anticipate that the costs and expenses of the Joint Venture, including the costs of construction, shall consist of the costs to the Joint Venture of all salaries, craft wages, fringe benefits, subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, legal fees, audit costs, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of the Project of a nature which generally accepted accounting practices would be properly charged as a cost of the performance of the Contract.

14.2 Except as otherwise provided herein, including Paragraphs 12.2 and 12.4, costs and expenses of each Party chargeable to the Joint Venture shall be subject to prior determination, review and approval by the Management Committee.

14.3 Except as otherwise provided in this Agreement or as otherwise approved by the Parties, including without limitation paragraphs 12.2 and 12.4, 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 respective Parties or for the time which may be expended in connection with the work by any of the Parties or their officers or employees including charges for time, travel or other expenses in connection with routine visits by any party's officers or home office or division-level executives or Project Executives not primarily located at the project site.

14.4 The Management Committee may determine that the Joint Venture may be best served by the use of employees of a Party assigned to the Project on a temporary basis. These employees may, at the discretion of the Management Committee, remain employees of the Party, as the case may be, and the Joint Venture shall be charged at cost (or as otherwise determined to be reasonable by the Management Committee) for these employees' services, including workmen's compensation costs and/or, at the discretion of the Management Committee, the Joint Venture may employ Project labor personnel on the Joint Venture's payroll. Both Parties shall maintain separate books of account for all such employees which show actual expenses of the employees while performing services for the Joint Venture, the cost rate used to compensate the Party for the services provided by such employees and any other expenses or costs relating to the

use of these employees or resources of the parties necessary to the employee's services. Such books and records shall be available for audit at any reasonable time and shall be retained for a period consistent with Paragraph 12.7 contained herein.

14.5 In addition to the foregoing, FHP may, at its sole discretion, and not as mandated herein, provide assistance to other Parties to fulfill its Joint Venture and Project goals, including but not limited to management and technical assistance, project accounting and project and field management assistance. Nothing herein shall excuse any one Party from its obligation to perform a CUF nor shall this Section 14 be intended to excuse any other Party from its obligation to ensure each other Party performs its agreed-upon CUF.

14.6 It is further agreed between the Parties hereto that certain items of the Contract work or materials may be subcontracted in compliance with the rules and regulations of the Owner and the terms of this Agreement. Any request to subcontract such work shall be submitted in the name of the Joint Venture for approval of the Owner, if required.

14.7 Nothing herein shall be construed as prohibiting any of the Parties hereto from acting as subcontractors to the Joint Venture under a subcontract agreement or otherwise.

14.8 Subject to any other provisions herein, payments received by the Joint Venture for work performed pursuant to the Contract shall be utilized as determined by the Management Committee and as provided herein.

14.9 Payment to any subcontractor, including any of the Parties hereto, shall be made only for work actually completed at the job site and/or for materials received and accepted at the job site and upon receipt of the funds payable by the Owner. In no event shall any subcontract be made, or any payment be made to a Party hereto, which permits or involves payment in excess of monies actually received from the Owner for the work so performed, or materials so supplied, unless payment is required by law or unless the Parties agree otherwise in writing.

14.10 The compensation of any Party hereto shall be as outlined in this Section 14, plus their respective shares of Joint Venture assets and profits, as determined by the result of reducing total compensation received from the Owner under the Contract by total Joint Venture expenses. Such profits shall be distributed in accordance with Paragraph 15 contained herein (Division and Distribution of Profits or Losses).

14.11 Equipment rented from any of the Parties, and not required for any Self Performed Subcontract work, shall be listed and charged as a construction cost at market rates as determined by the Management Committee, or as otherwise allowed in the Contract.

15. Division and Distribution of Profits and Losses:

15.1 Upon completion of the Project, or earlier at the Management Committee's discretion, Joint Venture equipment and other property shall be disposed of and the values obtained shall be included in the funds to be used to pay obligations and distributed in accordance with provisions of this Paragraph 15.3.

15.2 If the Management Committee hereto determines at any time that funds on hand are more than reasonably required for the needs of the Joint Venture, distributions of such sums as are mutually agreeable may be made.

15.3 As soon as reasonably practical after the completion of the Contract, the capital contributions of each of the Parties and the assets and profits of the Joint Venture, which have theretofore been retained and not distributed by the Joint Venture, shall be used to pay all outstanding obligations and other indebtedness of the Joint Venture. Sufficient reserves, as determined by the Management Committee, shall be established for known or reasonably anticipated contingencies not theretofore discharged. Thereafter, any funds remaining in the bank account or accounts of the Joint Venture, or which shall be received by or for the account of the Joint Venture or which shall become available in any manner for distribution, shall be distributed to each of the Parties hereto in proportion to their respective share in the Joint Venture as determined in accordance with Paragraphs 4, 10.3, 14, and this Section 15 of this Agreement. When funds set aside as reserves are no longer required for such purposes such funds shall be similarly distributed. If necessary, the Management Committee may establish a fund to be used for Project punch list and/or warranties, either regular or extended. Any funds not used at the end of said warranty period shall be distributed to the Parties hereto in the amount of the prorated share.

15.4 In the event that at the conclusion of the Joint Venture and/or the Contract there is only a loss to be shared, the loss shall be shared by the Parties in the same proportion as provided in Paragraphs 4.1 and 15.5 subject, however, to the provisions of Paragraph 16 (Limitation of Liability) and Paragraph 18 (Insolvency).

15.5 If any Party has made greater contributions of capital which are to be treated as advances under Paragraph 9 and/or Paragraph 10, then after each Party's share of the assets and profits or losses has been determined, such distributions shall be adjusted by:

- a) Decreasing the Defaulting Party's share and increasing the Non-Defaulting and advancing Party's share of the Joint Venture's assets and profits by the amount of such advance, plus interest, prior to such distribution of assets and profits; or
- b) Increasing the Defaulting Party's share and decreasing the Non-Defaulting and advancing Party's share of the Joint Venture's losses by the amount of such contributions, plus interest, prior to final distribution of such losses.

Should the adjustments occasioned by 15.5(a) or 15.5(b) exceed the share of the Defaulting Party, then the Defaulting Party shall, on written demand of the other Party, pay such insufficient amount to the Non-Defaulting Party.

15.6 In the event that, after completion of the Project and distribution of assets and profits or losses, as provided in this Section 15, any claim shall be asserted or legal action commenced by the Owner or any third party against the Joint Venture or one or more of the Parties hereto in connection with any matter arising under the Contract or associated with the Project, including but not limited to latent defects or personal injury claims, the provisions of this Agreement, including but not limited to Subsection 15.3 and 15.4, shall continue to apply with

respect to such claim or action. The foregoing provisions of this Subsection 15.6 shall survive expiration and termination of this Agreement. Each party, pursuant to their respective share in the Joint Venture, shall contribute their proportionate share of ongoing expenses occurring after distribution. Default shall be treated as under the provisions contained herein relating to a defaulting Party.

15.7 Upon receipt of any incentive payment for interim completion resulting from the performance of the Contract, such payment shall be distributed and divided between the Parties in accordance with its proportionate interest in the Joint Venture as provided in Paragraph 4.1.

15.8 Any liquidated damages charged for delay or otherwise resulting from the performance of the Contract, will be borne by the Parties in accordance with their proportionate interest in the Joint Venture as contained in Paragraph 4.1.

15.9 Any other Contract specific payment or penalty shall be distributed and divided between the Parties hereto as established in Paragraph 4.1.

16. Limitation of Liability:

16.1 In connection with any matter arising under the Contract, in no event shall any party be liable to the other Party 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 on the Management Committee or the Project Manager be liable to any Party or the Joint Venture, except for direct (but not consequential) damages resulting from actual fraudulent, illegal or dishonest conduct and gross negligence.

16.2 In no event shall any party be liable to the other Party of the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages, except as expressly provided herein.

16.3 If the Owner or any third party shall assert any claim or commence any legal action against one or more of the Parties or against the Joint Venture in connection with any matter arising under the Contract or associated with the Project, then each Party shall share all costs thereof (not covered by insurance purchased by the Joint Venture, any Party hereto or the Owner) including but not limited to all damages, judgments, fees and reasonable expenses in proportion to its respective interest and share in the joint Venture as set forth in Paragraph 4.1, as adjusted by Paragraphs 10 and 15.

16.4 Intentionally omitted.

16.5 If possible, any agreements to indemnify a surety company or surety companies shall be limited to and allocated in accordance with the percentage of total liability assumed by the Parties hereto.

17. Subcontracting and Assignment:

17.1 The Parties hereto contemplate that, unless otherwise determined by the Management Committee, all subcontracts and other agreements with respect to the services to be performed under the Contract shall be executed in the name of the Joint Venture.

17.2 Neither this Agreement nor any interest nor obligation of any Party, including any interest in funds belonging to or which may accrue to the Joint Venture, or any interest in any bank account of the Joint Venture, or in any property of any kind employed or used in connection with the Contract, may be assigned, pledged, transferred, borrowed, subcontracted or hypothecated by any Party without the prior written consent of the other Party.

17.3 Each Party has entered into this Agreement in reliance upon the unique knowledge, experience and expertise of the other Parties in the planning and implementation of construction of the Project, and each party hereby acknowledges that this Agreement creates a fiduciary relationship between the Parties hereto, as strictly limited by the purposes of the Joint Venture. Accordingly, none of the Parties shall transfer, assign or otherwise convey its interest in the Joint Venture without the written consent of the other Parties and the Parties agree that none of them shall be required to accept performance under this Agreement from any person other than the other Parties, including without limitation, any trustee of any Party appointed under the Bankruptcy Code, 11 U.S.C.S. 101 et seq., any Party as debtor-in-possession under the Bankruptcy Code, and any assignee of any such trustee or debtor-in-possession.

17.4 Each Party hereby grants to the other Parties a lien upon its Interest in the Joint Venture as security for the performance of the obligations imposed by this Agreement and all costs, together with interest, chargeable to it. Each party shall have the right to bring any action or proceeding to enforce the performance of such obligations and the collection of such indebtedness on behalf of the Joint Venture with or without foreclosure of such liens.

18. Insolvency:

18.1 The inability of a party to meet its obligations under the Contract or this Agreement, the filing of a voluntary petition of bankruptcy, adjudication as bankrupt or insolvent, appointing of a receiver for all or substantially all of the assets, assignments for benefit of creditors, or any other proceeding for relief under the bankruptcy laws of the United States shall be deemed a default by the Party committing such act.

18.2 If the default is not cured or other arrangements made satisfactory to the Non-Defaulting Party within ten (10) days of written notice of default given to the Defaulting Party by the any Non-Defaulting Party, the interest of the Defaulting Party in this Joint Venture shall terminate and be limited to the rights in and under this Joint Venture specifically set forth in this Agreement which accrued up to such termination. However, the business of this Joint Venture may continue to be conducted under the same name by the Non-Defaulting Party who shall carry on and perform the remainder of the work to be completed under the Contract (with a new Joint Venture Party if the Non-Defaulting Parties, through unanimous vote of the remaining Joint Venture interests, so chooses). The Defaulting Party shall have no interest in any profits resulting from the performance of the work under the Contract after the date of default. The Joint Venture

and the Non-Defaulting Parties shall have title to and the right to possession of all the remaining assets of the Joint Venture and shall also have the right to maintain possession of any equipment or property of the Defaulting Party until completion. To secure this right each Party hereby grants to the Joint Venture a security interest in all property of such Party used in the performance of the work contemplated by the Contract and this Agreement.

18.3 The Defaulting Party shall remain liable for its share of any losses sustained by the Joint Venture with respect to the performance of the Contract or the Joint Venture as a whole, as determined pursuant to the terms and conditions of this Agreement. However the Defaulting Party shall be entitled to receive that proportion of any profits of the Joint Venture, to which it would otherwise be entitled as the actual monetary value of the work completed at the time of default bears to the total actual monetary value of all work as determined at completion of the Contract; 50% shall then be deducted from the said amount payable to the Defaulting Party, such 50% to be withheld as management fee for the Non-Defaulting Parties. The Defaulting Party shall not in any event be entitled to payment of any profits, if applicable, or to withdraw any capital contributions, if applicable, until the work under the Contract is completed and finally accepted by the Owner, and any such payments or withdrawals shall be subject to the reserve requirements referred to herein and in Paragraph 15.

18.4 If such default or insolvency, bankruptcy or other similar proceedings should cause damage or additional costs to the Non-Defaulting Parties, then such damages or additional costs shall be charged against the interest of the Defaulting Party and against any amounts to which the Defaulting Party would otherwise be entitled pursuant to the provisions of this Agreement.

19. Limits of Joint Venture; Credit of Other Party:

19.1 The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purposes of carrying out the Contract. Nothing herein shall be construed to limit any Party from bidding for or to undertaking any other contracts for another Party, or in any manner to limit any of the Parties in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability, other than those limitations and liabilities as provided for in this Agreement.

19.2 Without the prior unanimous written consent of the other Non-Defaulting Parties hereto, no Party may unilaterally:

- a) Borrow money in the name of the Joint Venture;
- b) Except as expressly provided herein, initiate litigation or mediation, or consent to the mediation of any claim, dispute or controversy against the Owner;
- c) Except as expressly provided herein, execute or deliver on behalf of the Joint Venture any indemnity or surety bond or guarantee, or in any manner cause the Joint Venture to become a surety, guarantor or accommodation party on any obligation whatsoever;
- d) Except as expressly provided herein, agree to any individual modification of the Contract terms, by amendment or otherwise, the Contract Scope of Work in excess of \$250,000;
- e) Admit any additional person, firm or corporation to the Joint Venture;

- f) Except as expressly provided herein, commit the other Party or the Joint Venture to any liability; and
- g) None of the terms, covenants, obligations or rights contained in this Agreement is or shall be deemed to be for the benefit of any person or entity other than the named parties hereto and the Joint Venture, and no such third person shall under any circumstances have any right to compel any actions by the Joint Venture, its Managing Party, its Management Committee or the Parties.

20. Claims Against a Party:

If the Management Committee reasonably determines that actions described in 19.2 must be non-unanimously taken to fulfill the obligations of the Joint Venture under the Contract, it may do so. In such circumstances, the non-disputing Management Committee members may vote in accordance with Section 11.4 to proceed with the proposed action. Any Party objecting to that action shall have the right to make a claim disputing this action.

20.1 The Parties agree to meet and negotiate in good faith toward the voluntary resolution of any disputes between them arising during the Project and toward the adjustment and settlement of all accounts and incurred obligations to their mutual satisfaction upon completion of performance of the contract.

21. Dispute Resolution:

21.1 Other than as otherwise provided herein, the following dispute resolution process shall be the sole, exclusive process for the resolution of disputes between the Parties hereto with respect to this Joint Venture, the interpretation of this Joint Venture Agreement, the Contract or the Project.

21.2 If any dispute or disagreement shall arise among the Parties relating to this Agreement, or the breach thereof, or the Work to be performed, which cannot be resolved by the Management Committee, the issues shall then be presented for resolution by any party to the current President or Chief Executive Officer of each Party.

21.3 In the event the Chief Executives of the Parties are unable to resolve any disagreement within ten (10) days following its presentation or specifically agree in writing to a longer period of time for their deliberation (hereafter the "Executive Dispute Resolution Effort"), the Parties shall attempt to resolve the dispute through the mediation process described herein.

21.4 No mediation arising out of or relating to the Agreement shall include, by consolidation, joined or in any other manner, a person not a party to this Agreement without the written consent of the Parties and any other person sought to be joined. Any consent to mediation involving an additional person or persons shall not constitute consent to mediation of any dispute not described therein.

21.5 Within ten (10) days of the completion of any unsuccessful Executive Dispute Resolution Effort, the Party that raised the dispute must serve a written demand for mediation on

the other interested party with the demand to include the names of three potential independent mediators, each of whom shall have not less than ten (10) years of experience serving as a mediator in construction litigation matters. The demand for mediation will be filed at the AAA's Chicago Illinois office and served upon the other Party. Upon receipt of the demand for mediation, the other party shall have fourteen (14) days to either: (i) select one of the three proposed independent mediators or (ii) strike them all and in a written response propose three different independent mediators, each of whom shall have not less than ten (10) years of experience serving as a mediator in construction litigation matters. The party receiving the response, within fourteen (14) days, shall either select one of the three proposed independent mediators, or reject them all. In the event each party rejects all three independent mediators proposed by the other, each party shall then designate one of the three independent mediators from its original list, and those independent mediators shall appoint an independent mediator not appearing on either side's original list who has at least ten (10) year of experience serving as a mediator in construction litigation matters. That independent mediator shall be the lead mediator. Unless the parties agree otherwise, the mediation shall take place in Chicago, Illinois.

21.6 In the event that mediation is not successful, the parties agree to resolve any dispute, claim or controversy arising out of or relating to this Agreement through an arbitration to be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, including the selection of arbitrator(s). The parties further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Although any arbitration shall be conducted under the Construction Industry Arbitration Rules, the parties agree to tailor the procedures (and number of arbitrators) as follows:

21.7 Where the claim variance (as defined by the difference between the amount sought by the claimant versus the amount sought by the respondent) is equal to or less than \$150,000, the arbitration shall be conducted in accordance with the AAA's Fast Track Procedures with the arbitration panel consisting of a single arbitrator.

21.8 Where the claim variance is between \$150,000 and \$2,000,000, the arbitration shall be conducted in accordance with the AAA's Regular Track Procedures with the arbitration panel consisting of a single arbitrator.

21.9 Where the claim variance is greater than \$2,000,000, the arbitration shall be conducted in accordance with the AAA's Procedures for Large, Complex Construction Disputes with the arbitration panel consisting of panel of three arbitrators.

21.10 Any demand for arbitration (and any counterclaim) shall be filed with the AAA's Chicago, Illinois office. The parties further agree that Chicago, Illinois shall be the venue for any arbitration hearing. With the exception of arbitrations conducted under the AAA's Fast Track Procedures, the arbitrator(s) shall issue a reasoned award.

21.11 The costs of the Joint Venture to defend itself against 3rd party claims shall be borne by the Joint Venture.

21.12 Costs associated with an individual Party's claim against the other Party shall be borne solely by that Party, inclusive of legal fees, experts, etc., for the presentation and prosecution of that claim, except as noted herein. For the avoidance of doubt, in no event shall the arbitrator or mediator's decision include costs, attorney's fees, experts, etc. expended by the Party bringing the mediation or arbitration against the Joint Venture or a Party performing its duties for the Joint Venture. In those claims between the Parties resulting in arbitration, the cost of the arbitration facility and arbitrator(s) shall be borne by the non-prevailing party. The prevailing party shall be determined upon the arbitrator's award of over seventy five percent (75%) recovery of the Party's claimed amount. Should the Party bringing the claim against the other Party recover less than seventy five percent (>75%) of the Party's claimed amount, that Party shall be responsible for the costs of the arbitration location and arbitrator fees.

22. Events of Default; Remedies; Continuing Obligations:

22.1 In addition to other terms contained herein, each of the following shall be deemed to be an event of default, "Event of Default" or "Event", under the terms of this Agreement:

- a) The failure to provide any loan advance or working capital required by the Joint Venture pursuant to and as determined in accordance with this Agreement;
- b) The failure or inability to provide any certificate of insurance or other document as required by Owner and agreed upon by the Parties (including the failure to continue, renew, extend or replace any such item) in effect throughout the duration of the contract, or until otherwise excused, released or extinguished by Owner, and as applicable, the Non-Defaulting party;
- c) The failure to comply with work schedules/progress schedules as established by Owner or, as applicable, by the Joint Venture;
- d) The failure to commence or diligently prosecute work, to provide adequate personnel (including supervision), equipment, materials and supplies as required by the Joint Venture, the Contract or in compliance with same;
- e) The failure to attend Project conferences or meeting with the Owner (as required by it) and/or the management committee or Party, their respective subcontractors, suppliers, consultants, advisors or other associates as the case may be;
- f) The receipt by the Joint Venture of any notice or demand from Owner wherein Owner advises that work items of the Defaulting Party (or the Party who is identified as having the responsibility for such work items) are incomplete, deficient, unacceptable, rejected, damaged or unapproved and have not been repaired, cured, replaced or otherwise remedied to an acceptable level within any applicable cure period required by Owner, or as applicable, a commercially reasonable period of time determined in accordance with the custom and practice of the construction industry;
- g) The Defaulting party's failure to comply with written or oral directives of Owner resident engineers, field supervisors or other personnel having supervisory authority over such activities with respect to the Project.
- h) The Defaulting Party's failure to pay any of its subcontractors, suppliers, material men, or other providers in accordance with the terms and provisions of any subcontract entered into between the Defaulting party (whether alone, under its "prime subcontract", or on behalf

of the Joint Venture) within the terms and provisions of such subcontract, or other agreement applicable to the provision of such labor, material or other work;

- i) The filing of a claim for lien or bond claim (or the commencement of a judicial or other proceeding to enforce such claim) by any subcontractor, supplier, material men of the Defaulting Party identified herein, including without limitation any claim made pursuant to the Illinois Mechanic's Lien Act, and/or any claim or demand against any bond furnished by the Joint Venture or Party in connection with the Project;
- j) The admission by such Defaulting party that it is insolvent, unable to pay its obligations as they mature, unable to perform the work required of it in connection with the Project or otherwise admits and acknowledges that it is unable to cure any Event of Default previously identified herein within a time deemed to be commercially reasonable in the construction industry and, in particular, as applied to the performance required under the Contract for the Project;
- k) The commencement of a proceeding in the nature of bankruptcy or reorganization (or the assignment for the benefit of creditors), whether voluntary or involuntary, which is not discharged within twenty (20) days after the commencement of such proceeding; or
- l) The breach of a material provision of this Agreement or of the Contract with the Owner.

22.2 Upon the occurrence of any of the preceding Events of Default and such Event or Events, as applicable, are not cured within any period of time stated herein or with ten (10) days after notice and demand for performance by Owner or any Non-Defaulting Party, then the remaining Parties, acting through the Management Committee (without any consideration of the Defaulting Party's voting power or voting rights), shall have the following rights and powers which may be exercised immediately by them to the exclusion of the Defaulting Party, subject only to written notice of such exercise being served upon the Defaulting Party:

- a) The rights to perform such acts, grant consents, make and implement decisions of every kind and nature with respect to the Project, the contract, all subcontracts of the Joint Venture;
- b) The right to control the receipt, and the disbursement of all funds due or received in connection with or relating to the Project, including funds that may be due to subcontractors, material men, suppliers or other providers of goods and services to the Defaulting Party in connection with the Project;
- c) To prosecute, defend, make, compromise, arbitrate, settle, adjust and otherwise resolve any claims, demands, suits, proceedings or other matters arising out of, or as a result of such Event by the Defaulting party, even though the Joint Venture interest of such Defaulting party may be charged with the financial or other consequence thereof; or
- d) To retain all funds due or which may become due to the Defaulting Party until the final accounting, winding up and distribution of any known funds of the Joint Venture in accordance with the terms of this Agreement, applicable statutory and decision and the law, notwithstanding that the Defaulting Party (or any person succeeding to its rights) might otherwise, but for such Event or Events, be able to request or require any payment due hereunder.

22.3 In addition to any other term contained herein, any Defaulting party hereunder shall indemnify and hold harmless the Non-Defaulting Party and/or the Joint Venture for any loss,

claims or liabilities which the Non-Defaulting Party and or the Joint Venture may incur arising out of any breach of this Joint Venture Agreement or the Contract by the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses and costs required of or by the Non-Defaulting Party and/or the Joint Venture to protect their interests or defend any action arising out of the Defaulting Party's breach including court costs and disbursements.

22.4 Notwithstanding the foregoing, the Defaulting party shall remain liable for its entire share of any losses, but shall be entitled to receive only the proportion of the profits, if any, to which it would otherwise be entitled as the dollar value of the work completed at the time of the happening of any of the above described Events bears to the dollar value of the complete Contract, such profits to be paid at the time and in the manner provided in this Agreement, if any. If such Event(s) of Default of the type above described herein causes damage or cost to the other Party, such damage or cost shall be charged against the interest of the Defaulting Party. Further, any notice of default which is contested in good faith by the Party receiving such notice shall not result in such receiving Party being deemed to be in default until such dispute is resolved as otherwise provided herein.

22.5 The remedies provided herein shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have pursuant to terms of this Agreement, or at law or in equity or otherwise.

23. Termination of Agreement:

23.1 If the Parties hereto do not submit the Proposal, or if a Contract is not awarded to the Joint Venture, or if the Contract undertaken, completed and accepted with all obligations there under satisfied and all assets having been liquidated and/or distributed as provided in this Agreement, or at the option of all the Parties, this Joint Venture Agreement shall terminate.

23.2 The Agreement, and the Joint Venture hereby created, shall remain in effect only for such period of time as necessary to carry out the Joint Venture's work to be performed for the Project, to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise to carry out the terms and provision of this Agreement; provided, however, that if the Owner should (a) in the judgment of the Management Committee, unduly delay the Contract award, or (b) terminate the Contract, or (c) award the Contract to another bidder; or (d) if any Party cannot obtain its share of the performance bond or other financial obligation required by the Owner, then in any of such events, this Agreement and the Joint Venture hereby created shall continue in effect only for such period of time as may be necessary for the Joint Venture to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise carry out terms and provisions of this Agreement. In the event that subsection (d) applies, the remaining Party may, at its option, either i) proceed to such award of the Contract to themselves without further obligation to the other Party and as provided herein or, ii) provide the performance bond or other financial obligation required by the Owner on behalf of the Parties and be reimbursed by the Joint Venture at a rate of 1.30 times its cost to provide the performance bond or other financial obligation required by the Owner.

24. Entire Agreement/Amendment:

This Agreement contains and constitutes the entire agreement between the Parties hereto and cancels and supersedes any and all previous understandings or agreements related to or referring to the Joint Venture, the Contract and/or the Project, whether written or oral. Any and all changes, amendments or modifications to this Agreement must be unanimously agreed to in writing by all the Parties hereto, by each Party's respective duly authorized officer.

25. Publicity:

No Party of the Joint Venture will release any public information or publicity related to the Project or the Joint Venture's services without the express consent and prior review of the Management Committee, and each Party shall exercise its best efforts to communicate and enforce such restriction with respect to any subcontractor or special consultant retained for any purpose hereunder. All public information or publicity relating to the Project during the life of the Project shall reflect the name of the Joint Venture.

26. Notices:

Any notice, demand or other communication required in connection with the business of the Joint Venture shall be in writing and shall be deemed to have been given if delivered personally or upon deposit in the United States mail, postage prepaid addressed to the person to receive such notice at the following address. All notices may also be given via electronic mail to the following addresses and shall be deemed delivered when transmitted and receipt is affirmatively confirmed by recipient:

PARTY	NAME
FHP	F.H. Paschen, S.N. Nielsen & Associates LLC
	5515 N. East River Road
	Chicago Illinois 60656
	Attn: James Blair
	Email: JBlair@FHPaschen.com
ALL Construction	ALL Construction Group, Inc.
	1425 S. 55 th Court
	Cicero, Illinois 60804
	Attn: Luis Puig
	Email: luis@allmasonry.com

27. Non-Assignment:

Except as expressly permitted herein, no Party shall sell, assign, transfer, mortgage, delegate or otherwise encumber any part or all or its Joint Venture interest or this Agreement without the written consent of the other Parties, or suffer any third Party to sell, assign transfer, mortgage, charge or otherwise encumber, or contract to or permit any of the foregoing whether

voluntarily or by operation of law (collectively referred to herein from time to time as a "transfer"), and any attempt to do shall be void. The giving of such consent in any one or more instances shall not limit or waive the need for such consent in any other or subsequent instances, nor shall it relieve any Party of its obligations hereunder.

28. Successors/Governing Law/Venue Selection:

This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties and shall be governed and interpreted according to the laws of the State of Illinois. The parties hereby further agree that any action commenced to resolve any dispute hereunder shall be brought in Cook County, Illinois; either in the Circuit Court of Cook County, Illinois or in the United States District Court for the Northern District of Illinois.

29. Tax Status, Allocation and Reports:

Notwithstanding any provisions hereof to the contrary, solely for United States Federal Income Tax purposes, each of the parties hereby recognizes that the Joint Venture will be organized and taxed as a partnership for state and federal income tax purposes, which status shall not expand the obligations or liabilities of the Parties. The Management Committee shall cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Joint Venture with any taxing authority, and shall submit such returns and statements to each of the Parties in accordance with Internal Revenue Service and or State Departments of Revenue requirements for their approval prior to filing, and upon approval thereof by all of the Parties, make timely filings thereof all as expressly provided herein.

30. Ownership and Use of Documents:

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. No Party shall use these documents for other Projects without the prior written consent of the other Parties.

31. Execution of Additional Documents:

The Parties hereto agree to execute and deliver any and all additional documents and instruments and do all acts which may be reasonably necessary to carry out and effectuate the purposes of this Agreement.

32. Unenforceability:

The determination that any term or provision contained in this Agreement is void or unenforceable shall affect that term or provision only and the remainder of this Agreement shall remain in full force and affect.

33. Limitation of Rights of Others:

Nothing contained in this Agreement, whether express or implied, shall be construed to give the owner or any other entity or person other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement.

34. Confidentiality:

Each party hereto shall consider all Joint Venture information, or information provided by the other Party as confidential, unless such information is already in existence as common or public knowledge, and in no event disclose such non-public information to any third party.

35. Waiver:

Neither the failure of any Party to exercise any power given to such party under this Agreement or to insist upon strict compliance by the other Party with such other Party's obligations under this Agreement, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact, full and complete compliance by the other Party with the terms and provisions of this Agreement.

36. Captions:

The captions and headings used herein are for convenience and reference only and shall not limit or expand or be used to interpret the provisions thereof. In addition, whenever the singular, plural, masculine, feminine or neuter is used in this Agreement it shall not be used to limit reference to the opposite.

37. Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

38. Terms

Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

[Signature Page Follows]

IN WITNESS THEREOF, the parties to this Agreement do hereby execute this Agreement as of the day and year specified above.

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

By: 
James Blair

Its: Authorized Agent / CEO

ALL CONSTRUCTION GROUP
By: 
Its: PRESIDENT

SCHEDULE A - INSURANCE REQUIREMENTS
TO BE DETERMINED

SCHEDULE B

SCOPE OF WORK FOR JOINT VENTURE AND EACH JOINT VENTURE PARTNER

ALL – Take a lead role in managing finishes, carpentry and masonry packages. Participate in the coordination of the structure for the Administration Building, Fieldhouse and Recreational Facilities. Participate in procurement, maintenance of project docs, tracking/reporting, document control, punchlist, warranty administration, closeout process, scheduling, subcontractor coordination, QA/QC, safety, public agency coordination, community outreach, compliance efforts, preconstruction efforts, RFP response and estimating activities.

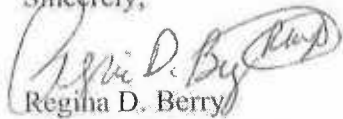
FHP - Take the lead role and provide executive and operational management, lead the preconstruction, estimating and RFP response. Provide support services such as accounting, legal, risk management, safety, community outreach, compliance, and BIM. Coordinate the team to ensure seamless workflow, communication and providing the senior on site management. Manage the site, structure, enclosure, vertical transportation and MEP packages for the Administration Building, Fieldhouse and Recreational Facilities. Participate in procurement, maintenance of project docs, tracking/reporting, document control, scheduling, punchlist, warranty administration, closeout process, subcontractor coordination, QA/QC, safety, and public agency coordination.

sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding MBE, WBE, SBE or VBE certification or District business opportunities, please contact Jason Bullock, Diversity Officer at 312-751-4038.

Sincerely,

A handwritten signature in dark ink, appearing to read "Regina D. Berry", is written over a circular embossed seal. The seal contains the text "District of Columbia" around the perimeter and "Seal of the District of Columbia" in the center.

Regina D. Berry
Diversity Administrator

RDB: MS

SCHEDULE B'S & CERTIFICATION LETTERS

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: P-20015 Park 596 Build & Finance of Administration Headquarters, Fieldhouse and Site Development

From: A.L.L. Masonry Construction Co. Inc.

(Name of MBE/WBE Firm)

MBE: ☒ Yes ☐ No

WBE: ☐ Yes ☐ No

To: PASCHEN / ALL JV

(Name of Prime Contractor-Submitter)

and the Chicago Park District:

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

☒ Male

☐ Female

RACE/ETHNICITY:

☐ Black/African American

☒ Hispanic American

☐ Asian American

☐ White American

☐ Other _____

TYPE OF FIRM:

☐ Partnership

☐ Sole Proprietorship

☒ Corporation

☐ Joint Venturer

☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Masonry - Brick, CMU and Cast Stone Copings

Pre-cast Concrete - Grandstand, Benches, Signage, Fountain

The above described performance is offered for the following price and described terms of payment:

\$ 13,152,000

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: _____

(Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/30/2020

Name/Title: Luis Puig President

(Print or Type Name and Title)

Address: 1425 S 55th Court, Cicero IL 60804

Telephone: 1-773-489-1280

Fax: 773-489-0360

End of Schedule B



ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde, Acting Director

March 3, 2020

Certification Term Expires: February 28, 2021

Mr. Luis Puig, Jr.
A.L.L. Masonry Construction Co., Inc.
1425 S. 55th Ct.
Cicero, IL 60804-1841

Re: Minority Business Enterprise (MBE)

Dear Luis Puig:

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

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 90924: BUILDING CONSTRUCTION, COMMERCIAL AND INSTITUTIONAL
NIGP 91455: MASONRY

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager
Business Enterprise Program

**Business & Contact Information**

BUSINESS NAME	A.L.L.. Masonry Construction Co., Inc., DBA ALL Construction Group	
OWNER	Mr. Luis Puig, Jr.	
ADDRESS	1425 S. 55th Ct. Cicero, IL 60804-1841	Map This Address
PHONE	773-489-1280	
FAX	773-489-0360	
EMAIL	louis@allmasonry.com	
WEBSITE	http://allmasonry.com	
ETHNICITY	Hispanic	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	2/28/2021
EXPIRATION DATE	2/28/2021
CERTIFIED BUSINESS DESCRIPTION	Building Construction, Commercial and Institutional Masonry

Commodity Codes

Code	Description
NIGP 90924	Building Construction, Commercial and Institutional
NIGP 91455	Masonry

Additional Information

REGION	Metro Chicago
RECIPROCAL CERTIFICATION AGENCY	CMBDC

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: Park 596-Build & Finance of Administration Headquarters, Field House and Site Development

From: M. W. Powell
 (Name of MBE/WBE Firm)

MBE: ☒ Yes ☐ No
 WBE: ☐ Yes ☐ No

To: PASCHEN / ALL JV and the Chicago Park District:
 (Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

☒ Male
☐ Female

RACE/ETHNICITY:

☐ Black/African American
☒ Hispanic American
☐ Asian American
☐ White American
☐ Other _____

TYPE OF FIRM:

☐ Partnership
☐ Sole Proprietorship
☒ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

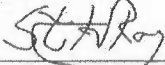
The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Roofing

The above described performance is offered for the following price and described terms of payment:
\$ 770,440

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: 
 (Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/30/2020

Name/Title: Vice President
 (Print or Type Name and Title)

Address: 3445 South Lawndale, Chicago, IL 60623

Telephone: 773/247-7438

Fax: 773/247-7441

End of Schedule B



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

AUG 17 2020

Anthony J. Roque
M. W. Powell Company
3445 S. Lawndale Ave.
Chicago, Illinois 60623

Dear Mr. Roque:

We are pleased to inform you that **M. W. Powell Company** is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **7/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **7/15/2021, 7/15/2022, 7/15/2023 and 7/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/15/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

AMC

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

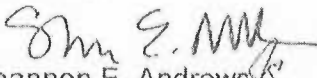
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
238160 – Roofing Contractors

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,


Shannon E. Andrews
Chief Procurement Officer

SEA/od

Additional Information

WARD 22

COMMUNITY AREA 30 South Lawndale

**Business & Contact Information**

BUSINESS NAME	M. W. Powell Company	
OWNER	Mr. Anthony Roque	
ADDRESS	3445 S. Lawndale Ave Chicago, IL 60623-5009	Map This Address
PHONE	773-247-7438	
FAX	773-247-7441	
EMAIL	mwp151@sbcglobal.net	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	7/1/2020
RENEWAL DATE	7/1/2021
EXPIRATION DATE	7/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238160 Corrugated metal roofing installation NAICS 238160 Galvanized iron roofing installation NAICS 238160 Roofing contractors NAICS 238160 Sheet metal roofing installation

Commodity Codes

Code	Description
NAICS 238160	Corrugated metal roofing installation
NAICS 238160	Galvanized iron roofing installation
NAICS 238160	Roofing contractors
NAICS 238160	Sheet metal roofing installation

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: CPD Park 596 - Admin Headquarters

From: Paniagua Group Inc.

(Name of MBE/WBE Firm)

MBE: ☒ Yes ☐ No

WBE: ☐ Yes ☐ No

To: Paschen IAU JV

(Name of Prime Contractor-Submitter)

and the Chicago Park District:

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

- ☒ Male
☐ Female

RACE/ETHNICITY:

- ☐ Black/African American
☒ Hispanic American
☐ Asian American
☐ White American
☐ Other _____

TYPE OF FIRM:

- ☐ Partnership
☐ Sole Proprietorship
☒ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Floorcovering - Cpt-1, RF-1, RF-2, FLR-1 & Rubber Base

The above described performance is offered for the following price and described terms of payment:

\$215,939

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: Kevin Stufferbeam
 (Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9-28-20

Name/Title: Kevin Stufferbeam
 (Print or Type Name and Title)

Address: 2420 E. Oakton St. Arlington Heights, IL 60005

Telephone: 630-452-0815

Fax: 630-595-8862

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV 14 2017

Alfred Paniagua
The Paniagua Group, Inc.
2420 E. Oakton Street, Unit U
Arlington Heights, IL 60005

Dear Alfred Paniagua:

We are pleased to inform you that **The Paniagua Group, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/01/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **Annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/01/2018, 11/01/2019, 11/01/2020 and 11/01/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/01/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

NOV 14 2017

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

238990 – Cleaning Building Interiors During and Immediately After Construction

238910 – Demolition Contractor

238350 – Finish Carpentry

238390 – Office furniture, Modular Systems, Installation

238310 – Acoustical Ceiling tile and Panel Installation; Taping and Finishing Drywall

238130 – Carpentry, framing

238320 – Painting & Wall Covering Contractors

238330 – Flooring Contractors

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Rich Butler
First Deputy Procurement Officer
RB/kr

Business & Contact Information

BUSINESS NAME	Paniagua Group, Inc.	
OWNER	Mr. Alfred Paniagua	
ADDRESS	2420 E. Oakton Street Unit G Arlington Heights, IL 60005-4827	Map This Address
PHONE	847-979-8642	
FAX	630-595-8862	
EMAIL	AAPANIAGUA@PANIAGUAGROUP.COM	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/21/2019
RENEWAL DATE	11/1/2020
EXPIRATION DATE	11/1/2022
CERTIFIED BUSINESS DESCRIPTION	NAICS 238130 Carpentry Contractors NAICS 238320 Painting and Wall Covering Contractors NAICS 23833 Flooring Contractors

Commodity Codes

Code	Description
NAICS 238130	Carpentry Contractors
NAICS 238320	Painting and Wall Covering Contractors
NAICS 23833	Flooring Contractors

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: P-20015 Park 596 Build & Finance of Administration Headquarters, Fieldhouse and Site Development

From: Schmidt Steel MBE: ☒ Yes ☐ No
(Name of MBE/WBE Firm) WBE: ☐ Yes ☐ No

To: PASCHEN / ALL JV and the Chicago Park District:
(Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE/ETHNICITY: <input type="checkbox"/> Black/African American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> White American <input type="checkbox"/> Other _____	TYPE OF FIRM: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venturer <input type="checkbox"/> Other _____
---	--	--

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Install Steel and Deck

The above described performance is offered for the following price and described terms of payment:

\$652,400

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature]
(Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/28/2020

Name/Title: MAX SCHMIDT President
(Print or Type Name and Title)

Address: 847 S. Randall Rd #278 Elgin, IL 60123

Telephone: 630 327-1836

Fax: 630 549-6477

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 14 2016

Max Schmidt
Schmidt Steel, Inc.
847 S. Randall Rd. #278
Elgin, IL 60123

Dear Max Schmidt:

We are pleased to inform you that **Schmidt Steel, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **(MBE)** certification is valid until **12/1/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/1/2017, 12/1/2018, 12/1/2019, and 12/1/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/1/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/1/2021**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **(MBE)** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET ROOM 806 CHICAGO ILLINOIS 60602

DEC 14 2016

Schmidt Steel, Inc.

Page 2 of 2

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

- 238190 - Awning installation
- 238190 - Balcony, metal, installation
- 238190 - Deck and grate (except roof), metal, installation
- 238190 - Decorative steel and wrought iron work installation
- 238190 - Ornamental metal work installation
- 238190 - Stairway, metal, installation
- 238190 - Store front, metal or metal frame, installation
- 238190 - Welding, on site, contractors
- 238120 - Erecting structural steel
- 238120 - Iron work, structural, contractors
- 238120 - Structural steel erecting or iron work contractors

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/lj





Business & Contact Information

BUSINESS NAME **Schmidt Steel, Inc.**

OWNER **Max Schmidt**

ADDRESS **847 S. Randall Rd. #278
Elgin, IL 60123**

[Map This Address](#)

PHONE **630-327-1836**

FAX **630-797-5465**

EMAIL **maxssi@live.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **2/20/2020**

RENEWAL DATE **12/1/2020**

EXPIRATION DATE **12/1/2021**

CERTIFIED BUSINESS DESCRIPTION **Established Business Enterprise for NAICS Code(s) 238120 and 238190 (75% MBE credit from 12/20/2018-11/30/2019, 50% MBE credit from 12/01/2019-11/30/2020, 25% MBE credit from 12/01/2020-11/30/2021). No longer eligible for MBE credit in the aforementioned NAICS Code(s) as of 12/01/2021.**

Commodity Codes

Code	Description
NAICS 238120	Erecting structural steel
NAICS 238120	Iron work, structural, contractors
NAICS 238120	Structural steel erecting or iron work contractors
NAICS 238190	Awning installation

NAICS 238190	Balcony, metal, installation
NAICS 238190	Deck and grate (except roof), metal, installation
NAICS 238190	Decorative steel and wrought iron work installation
NAICS 238190	Ornamental metal work installation
NAICS 238190	Stairway, metal, installation
NAICS 238190	Store front, metal or metal frame, Installation
NAICS 238190	Welding, on site, contractors

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: CPD Building 596

From: ASC Insulation, Fireproofing & Supply, Inc.
 (Name of MBE/WBE Firm)

MBE: ☒ Yes ☐ No
 WBE: ☐ Yes ☐ No

To: PASCHEN / ALL JV
 (Name of Prime Contractor-Submitter)

and the Chicago Park District:

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

☒ Male
☐ Female

RACE/ETHNICITY:

☐ Black/African American
☒ Hispanic American
☐ Asian American
☐ White American
☐ Other _____

TYPE OF FIRM:

☐ Partnership
☐ Sole Proprietorship
☒ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Fireproofing Material, Fireproofing Supplies, Fireproofing Equipment Rental and
Fireproofing Management.

The above described performance is offered for the following price and described terms of payment:
\$333,000

Terms of payment are to be as outlined in the specifications.

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

fh paschen sn nielsen & associates llc

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: Michael Castro
 (Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/28/20

Name/Title: Michael Castro, President
 (Print or Type Name and Title)

Address: 501 N. LaFox St. South Elgin, IL 60177

Telephone: 847-695-6570

Fax: 847-695-7315

End of Schedule B



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUL 02 2020

Alfonso Castro
ASC Insulation, Fireproofing & Supplies, Inc.
607 Church Road
Elgin, IL 60123

Dear Mr. Castro:

We are pleased to inform you that **ASC Insulation, Fireproofing & Supplies, Inc.**, has been re-certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **7/1/2025**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **7/1/2021, 7/1/2022, 7/1/2023 and 7/1/2024**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/1/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/1/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

238310 – Building Insulation Contractors

238310 – Blown-in Insulation, (e.g., cellulose, vermiculite) Insulation

238310 – Foam Insulation Contractors

238310 – Building Fireproofing, Firestop Contractors

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Business Enterprises Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/cm



Business & Contact Information

BUSINESS NAME **ASC Insulation, Fireproofing, and Supplies Inc.**

OWNER **Mr. Alfonso Castro, S.**

ADDRESS **607 Church Road** [Map This Address](#)
Elgin, IL 60123

PHONE **847-695-6570 Ext. 12**

FAX **847-695-7315**

EMAIL **lcastro@ascfireproofing.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **7/2/2020**

RENEWAL DATE **7/1/2021**

EXPIRATION DATE **7/1/2025**

CERTIFIED BUSINESS DESCRIPTION **NAICS Code(s):**
238310 - Building Insulation Contractors
238310 - Blown-in Insulation, (e.g., cellulose, vermiculite) Insulation
238310 - Foam Insulation Contractors
238310 - Building Fireproofing, Firestop Contractors

Commodity Codes

Code	Description
NAICS 238310	Blown-in insulation (e.g., cellulose, vermiculite) installation
NAICS 238310	Building fireproofing contractors
NAICS 238310	Building insulation contractors
NAICS 238310	Fireproofing buildings

NAICS 238310	Firestop contractors
NAICS 238310	Foam insulation installation

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: CPD - Park 596 Admin Headquarters
 From: Pro Nova Contracting LLC MBE: ☒ Yes ☐ No
(Name of MBE/WBE Firm) WBE: ☒ Yes ☐ No
 To: PASCHEN / ALL JV and the Chicago Park District:
(Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	RACE/ETHNICITY: <input type="checkbox"/> Black/African American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> White American <input type="checkbox"/> Other _____	TYPE OF FIRM: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venturer <input checked="" type="checkbox"/> Other <u>LLC</u>
---	--	---

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

PAINTING

The above described performance is offered for the following price and described terms of payment:

\$ 179,400

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: Erika Venegas Date: 9-30-20
(Signature of Owner or Authorized Agent of MBE/WBE)

Name/Title: ERIKA Venegas President
(Print or Type Name and Title)

Address: 180 Polaris Place Suite A, North Aurora, IL 6054

Telephone: 630-581-8300 Fax: 630-581-8690

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 22 2019

Erika Venegas
Pro Nova Contracting, LLC
180 Poplar Place
North Aurora, IL 60542

Dear Ms. Venegas:

We are pleased to inform you that **Pro Nova Contracting, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **02/15/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **02/15/2020, 02/15/2021, 02/15/2022, and 02/15/2023**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **02/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

cl
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- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities in the specialty area(s) of:

NAICS Code(s):

238320 Painting and Wallpapering

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews *may*
Chief Procurement Officer

SEA/kr

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Pro Nova Contracting LLC, DBA Pro Nova Contracting LLC	
OWNER	Ms. Erika Venegas	
ADDRESS	180 Poplar Place Suite A North Aurora, IL 60542	Map This Address
PHONE	630-581-8300	
FAX	630-581-8690	
EMAIL	evenegas@pronovacontracting.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	3/26/2020
RENEWAL DATE	2/15/2021
EXPIRATION DATE	2/15/2024
CERTIFIED BUSINESS DESCRIPTION	238320 Painting and Wallpapering

Commodity Codes

Code	Description
NAICS 238320	Painting and wallpapering

Additional Information

Certified Profile

CLOSE WINDOW

[Print](#)**Business & Contact Information**

BUSINESS NAME	Pro Nova Contracting LLC, DBA Pro Nova Contracting LLC	
OWNER	Ms. Erika Venegas	
ADDRESS	180 Poplar Place Suite A North Aurora, IL 60542	Map This Address
PHONE	630-581-8300	
FAX	630-581-8690	
EMAIL	evenegas@pronovacontracting.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	3/26/2020
RENEWAL DATE	2/15/2021
EXPIRATION DATE	2/15/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 238320 Painting and Wallpapering

Commodity Codes

Code	Description
NAICS 238320	Painting and wallpapering

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: CHICAGO PARK DISTRICT HEADQUARTERS PARK 596
 From: NATURAL CREATIONS LANDSCAPING, INC. MBE: ☒ Yes ☐ No
 (Name of MBE/WBE Firm) WBE: ☐ Yes ☒ No
 To: PASCHEN / ALL JV and the Chicago Park District:
 (Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER:	RACE/ETHNICITY:	TYPE OF FIRM:
<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Black/African American	<input type="checkbox"/> Partnership
<input type="checkbox"/> Female	<input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Asian American	<input checked="" type="checkbox"/> Corporation
	<input type="checkbox"/> White American	<input type="checkbox"/> Joint Venturer
	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Clean Fill, Planting Soils, plants, seed, and other landscaping as noted in
proposal

The above described performance is offered for the following price and described terms of payment:

\$1,969,219

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature] Date: _____
 (Signature of Owner or Authorized Agent of MBE/WBE)

Name/Title: JOSE M. GARCIA, PRESIDENT
 (Print or Type Name and Title)

Address: 356 E. BRUCE STREET, JOLIET, IL, 60432

Telephone: 815-724-0991 Fax: 815-724-0996

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 26 2018

Jose M. Garcia
Natural Creations Landscaping, Inc.
356 E. Bruce St.
Joliet, IL 60432

Dear Jose M. Garcia:

We are pleased to inform you that Natural Creations Landscaping, Inc. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 3/15/2023; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 3/15/2019, 3/15/2020, 3/15/2021, and 3/15/2022. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 3/15/2023. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 1/15/2023.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 506, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4764).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity-assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

- 238990 - Brick paver (e.g., driveways, patios, sidewalks) installation
- 561730 - Landscaping Services
- 541320 - Landscape design services
- 484220 - Trucking, specialized freight (except used goods); local
- 237310 - Concrete paving (i.e., highway, road, street, public sidewalk)
- 237310 - Pavement, highway, road, street, bridge or airport runway, construction

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBEWBE/VBE/BEPO) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/lj





Business & Contact Information

BUSINESS NAME	Natural Creations Landscaping, Inc.	
OWNER	Jose Garcia	
ADDRESS	356 E. Bruce St. Joliet, IL 60432	Map This Address
PHONE	815-724-0991	
FAX	815-724-0996	
EMAIL	jgarcia@naturalcreationslandscaping.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	3/25/2020
RENEWAL DATE	3/15/2021
EXPIRATION DATE	3/15/2023
CERTIFIED BUSINESS DESCRIPTION	NAICS 238990 Brick paver (e.g., driveways, patios, sidewalks) installation NAICS 541320 Landscape design services NAICS 561730 Landscaping Services NAICS 484220 Trucking, specialized freight (except used goods), local NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk) NAICS 237310 Pavement, highway, road, street, bridge or airport runway, construction

Commodity Codes

Code	Description
NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Pavement, highway, road, street, bridge or airport runway, construction
NAICS 238990	Brick paver (e.g., driveways, patios, sidewalks) installation

NAICS 484220	Trucking, specialized freight (except used goods), local
NAICS 541320	Landscape design services
NAICS 561730	Landscaping Services

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: P-20015 PARK 596 BUILD & FINANCE OF ADMIN HQ, FIELDHOUSE, & SITE DEV.

From: EFFICIENT TRUCKING, INCORPORATED
 (Name of MBE/WBE Firm)

MBE: ☒ Yes ☐ No
 WBE: ☐ Yes ☒ No

To: PASCHEN / ALL JV

(Name of Prime Contractor-Submitter)

and the Chicago Park District:

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

☒ Male
☐ Female

RACE/ETHNICITY:

☐ Black/African American
☒ Hispanic American
☐ Asian American
☐ White American
☐ Other _____

TYPE OF FIRM:

☐ Partnership
☐ Sole Proprietorship
☒ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

TRANSPORTATION OF WASTE MATERIALS FROM THE JOBSITE.

The above described performance is offered for the following price and described terms of payment:

\$800,000

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature]

(Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/29/2020

Name/Title: TONY SANDOVAL, PRESIDENT

(Print or Type Name and Title)

Address: 3201 S. HOYNE AVENUE, CHICAGO, IL 60608

Telephone: (708) 935-8970

Fax: (708) 294-7005

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

August 18, 2020

Antonio Sandoval
Efficient Trucking, Inc.
1218 South 59th Avenue
Cicero, IL 60804

Dear Antonio Sandoval:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **November 15, 2020**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

Jacquelyn Charleston
Deputy Procurement Officer
Certification & Compliance
121 N. LaSalle, Room 806
Chicago, IL 60601
(312) 742-5042
Jacquelyn.charleston@cityofchicago.org

Business & Contact Information

BUSINESS NAME	Efficient Trucking, Inc.
OWNER	Mr. Antonio Sandoval
ADDRESS	1218 South 59th Avenue Cicero, IL 60804
PHONE	708-294-7000
FAX	708-294-7005
EMAIL	sandoval830@mac.com

[Map This Address](#)**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	1/23/2018
RENEWAL DATE	12/15/2020
EXPIRATION DATE	12/15/2020
CERTIFIED BUSINESS DESCRIPTION	NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)

Commodity Codes

Code	Description
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: Park 596-Build and Finance of Administration Headquarters, Fieldhouse and Site Development

From: Pinto Construction Group, Inc. MBE: ☒ Yes ☐ No
(Name of MBE/WBE Firm) WBE: ☐ Yes ☐ No

To: PASCHEN/ALL JV and the Chicago Park District:
(Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE/ETHNICITY: <input type="checkbox"/> Black/African American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> White American <input type="checkbox"/> Other _____	TYPE OF FIRM: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venturer <input type="checkbox"/> Other _____
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The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Furnish and install dry wall partitions, ceilings, soffits. Furnish and install in-wall and wood blocking. Install hollow metal doors, frames, hardware, projection screen, toilet accessories, AND ETC.

The above described performance is offered for the following price and described terms of payment:

\$887,200

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature]
(Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/25/20

Name/Title: Richard Pinto President
(Print or Type Name and Title)

Address: 7225 W 105th St Palos Hills IL 60465

Telephone: 708 430-0040

Fax: 708 430-4937

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 10 2020

Richard Pinto
Pinto Construction Group, Inc.
7225 W. 105th St.
Palos Hills, IL 60465

Dear Mr. Pinto:

We are pleased to inform you that **Pinto Construction Group, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/15/2025**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **1/15/2021, 1/15/2022, 1/15/2023 and 1/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2024**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

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- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

238130- Framing Contractors

238190- Epoxy Application Contractors; Metal Furring Contractors; Stairway, Metal, Installation; Store Front, Metal or Metal Frame, Installation

238310- Drywall and Insulation Contractors

238320- Painting and Wall Covering Contractors

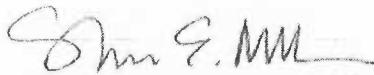
238350- Finish Carpentry Contractors


238990- Sign, Building, Erection

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews 
Chief Procurement Officer

SEA/fn

Business & Contact Information

BUSINESS NAME	PINTO CONSTRUCTION GROUP, INC.	
OWNER	Mr. Richard Pinto	
ADDRESS	7225 W. 105th St. Palos Hills, IL 60465	Map This Address
PHONE	708-430-0040 Ext. 23	
FAX	708-430-4937	
EMAIL	richard.pinto@pintoconstruction.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	2/11/2020
RENEWAL DATE	1/15/2021
EXPIRATION DATE	1/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238130 Framing contractors NAICS 238190 Epoxy application contractors NAICS 238190 Metal furring contractors NAICS 238190 Stairway, metal, installation NAICS 238190 Store front, metal or metal frame, installation NAICS 238310 Drywall and Insulation Contractors NAICS 238320 Painting and Wall Covering Contractors NAICS 238350 Finish Carpentry Contractors NAICS 238990 Sign, building, erection

Commodity Codes

Code	Description
NAICS 238130	Framing contractors
NAICS 238190	Epoxy application contractors

NAICS 238190	Metal furring contractors
NAICS 238190	Stairway, metal, installation
NAICS 238190	Store front, metal or metal frame, installation
NAICS 238310	Drywall and Insulation Contractors
NAICS 238320	Painting and Wall Covering Contractors
NAICS 238350	Finish Carpentry Contractors
NAICS 238990	Sign, building, erection

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: Chicago Park District HQ P-20015

From: CG Construction Supply (SUB TO HENCONI TERRAZZO)
 (Name of MBE/WBE Firm)

MBE: ☒ Yes ☐ No

WBE: ☒ Yes ☐ No

To: PASCHEN I ALL JV and the Chicago Park District:
 (Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

- ☐ Male
☒ Female

RACE/ETHNICITY:

- ☒ Black/African American
☐ Hispanic American
☐ Asian American
☐ White American
☐ Other _____

TYPE OF FIRM:

- ☐ Partnership
☐ Sole Proprietorship
☐ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

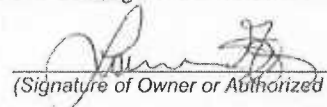
Terrazzo Material

The above described performance is offered for the following price and described terms of payment:

\$60,000

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: 

(Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9.11.20

Name/Title: LAUREN GREEN, VICE PRESIDENT
 (Print or Type Name and Title)

Address: 1593 VALENCIA CT. CALUMET CITY, IL. 60409

Telephone: 708.825.9770

Fax: N/A

End of Schedule B

**Business & Contact Information**

BUSINESS NAME **C & G Construction Supply Co., Inc.**

OWNER **Ashley Coleman**

ADDRESS **1593 Valencia Court** [Map This Address](#)
Calumet City, IL 60409

PHONE **708-825-9770**

EMAIL info@cgconstructionsupply.com

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **2/21/2020**

RENEWAL DATE **12/28/2020**

EXPIRATION DATE **12/28/2020**

CERTIFIED BUSINESS DESCRIPTION **NAICS 323113 Screen printing apparel and textile products (e.g., caps, napkins, placemats, T-shirts, towels) (except grey goods) (More)**
NAICS 423210 Furniture Merchant Wholesalers (More)
NAICS 423220 Home Furnishing Merchant Wholesalers (More)
NAICS 423310 Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers (More)
NAICS 423320 Brick, Stone, and Related Construction Material Merchant Wholesalers (More)
NAICS 423330 Roofing, Siding, and Insulation Material Merchant Wholesalers (More)
NAICS 423390 Other Construction Material Merchant Wholesalers (More)
NAICS 423440 Other Commercial Equipment Merchant Wholesalers (More)
NAICS 423450 First-aid kits, industrial, merchant wholesalers (More)
NAICS 423490 School equipment and supplies (except books, furniture) merchant wholesalers (More)
NAICS 423490 Smartboards merchant wholesalers (More)
NAICS 423610 Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers (More)
NAICS 423620 Household Appliances, Electric Housewares, and

Consumer Electronics Merchant Wholesalers
NAICS 423710 Hardware (except motor vehicle) merchant wholesalers (More)
NAICS 423720 Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers (More)
NAICS 423740 Refrigeration Equipment and Supplies Merchant Wholesalers
NAICS 424320 Men's and boys' clothing merchant wholesalers (More)
NAICS 424330 Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers (More)
NAICS 444120 Paint stores (More)
NAICS 444120 Wallpaper and wall coverings stores (More)
NAICS 444190 Other Building Material Dealers

Commodity Codes

Code	Description
NAICS 323113	Screen printing apparel and textile products (e.g., caps, napkins, placemats, T-shirts, towels) (except grey goods)
NAICS 423210	Furniture Merchant Wholesalers
NAICS 423220	Home Furnishing Merchant Wholesalers
NAICS 423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 423440	Other Commercial Equipment Merchant Wholesalers
NAICS 423450	First-aid kits, industrial, merchant wholesalers
NAICS 423490	School equipment and supplies (except books, furniture) merchant wholesalers
NAICS 423490	Smartboards merchant wholesalers
NAICS 423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
NAICS 423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers
NAICS 423710	Hardware (except motor vehicle) merchant wholesalers
NAICS 423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
NAICS 423740	Refrigeration Equipment and Supplies Merchant Wholesalers
NAICS 424320	Men's and boys' clothing merchant wholesalers
NAICS 424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers

NAICS 444120	Paint stores
NAICS 444120	Wallpaper and wall coverings stores
NAICS 444190	Other Building Material Dealers

Additional Information

Business & Contact Information

BUSINESS NAME	C & G Construction Supply Co., Inc.	
OWNER	Ashley Coleman	
ADDRESS	1593 Valencia Court Calumet City, IL 60409	Map This Address
PHONE	708-825-9770	
EMAIL	info@cgconstructionsupply.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	2/21/2020
RENEWAL DATE	10/28/2020
EXPIRATION DATE	10/28/2020
CERTIFIED BUSINESS DESCRIPTION	<p>NAICS 323113 Screen printing apparel and textile products (e.g., caps, napkins, placemats, T-shirts, towels) (except grey goods) (More)</p> <p>NAICS 423210 Furniture Merchant Wholesalers (More)</p> <p>NAICS 423220 Home Furnishing Merchant Wholesalers (More)</p> <p>NAICS 423310 Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers (More)</p> <p>NAICS 423320 Brick, Stone, and Related Construction Material Merchant Wholesalers (More)</p> <p>NAICS 423330 Roofing, Siding, and Insulation Material Merchant Wholesalers (More)</p> <p>NAICS 423390 Other Construction Material Merchant Wholesalers (More)</p> <p>NAICS 423440 Other Commercial Equipment Merchant Wholesalers (More)</p> <p>NAICS 423450 First-aid kits, industrial, merchant wholesalers (More)</p> <p>NAICS 423490 School equipment and supplies (except books, furniture) merchant wholesalers (More)</p> <p>NAICS 423490 Smartboards merchant wholesalers (More)</p> <p>NAICS 423610 Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers (More)</p> <p>NAICS 423620 Household Appliances, Electric Housewares, and</p>

Consumer Electronics Merchant Wholesalers
NAICS 423710 Hardware (except motor vehicle) merchant wholesalers (More)
NAICS 423720 Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers (More)
NAICS 423740 Refrigeration Equipment and Supplies Merchant Wholesalers
NAICS 424320 Men's and boys' clothing merchant wholesalers (More)
NAICS 424330 Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers (More)
NAICS 444120 Paint stores (More)
NAICS 444120 Wallpaper and wall coverings stores (More)
NAICS 444190 Other Building Material Dealers

Commodity Codes

Code	Description
NAICS 323113	Screen printing apparel and textile products (e.g., caps, napkins, placemats, T-shirts, towels) (except grey goods)
NAICS 423210	Furniture Merchant Wholesalers
NAICS 423220	Home Furnishing Merchant Wholesalers
NAICS 423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 423440	Other Commercial Equipment Merchant Wholesalers
NAICS 423450	First-aid kits, industrial, merchant wholesalers
NAICS 423490	School equipment and supplies (except books, furniture) merchant wholesalers
NAICS 423490	Smartboards merchant wholesalers
NAICS 423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
NAICS 423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers
NAICS 423710	Hardware (except motor vehicle) merchant wholesalers
NAICS 423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
NAICS 423740	Refrigeration Equipment and Supplies Merchant Wholesalers
NAICS 424320	Men's and boys' clothing merchant wholesalers
NAICS 424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers

NAICS 444120	Paint stores
NAICS 444120	Wallpaper and wall coverings stores
NAICS 444190	Other Building Material Dealers

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: Chicago Park District HQ P-20015

From: Terrazzo Concrete Equipment (SUB TO MENCONI TERRAZZO) MBE: ☒ Yes ☐ No
 (Name of MBE/WBE Firm) WBE: ☐ Yes ☒ No

To: PASCHEN/ALL JV and the Chicago Park District:
 (Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE/ETHNICITY: <input type="checkbox"/> Black/African American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> White American <input type="checkbox"/> Other _____	TYPE OF FIRM: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venturer <input type="checkbox"/> Other _____
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The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Terrazzo Material

The above described performance is offered for the following price and described terms of payment:

\$225,000

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature]
 (Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/11/2000

Name/Title: OCTAVIO VALDEZ President
 (Print or Type Name and Title)

Address: 6933 W 59th ST Chicago, IL 60648

Telephone: 773-247-8821 Fax: 773-247-2485

End of Schedule B



Business & Contact Information

BUSINESS NAME	Terrazzo & Concrete Equipment, Inc	
OWNER	Octavio Valdez	
ADDRESS	6933 W 59th Street Chicago, IL 60638	Map This Address
PHONE	773-837-3904	
FAX	773-247-2485	
EMAIL	TERRAZZOCONCRETE@YAHOO.COM	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/2/2019
RENEWAL DATE	10/15/2020
EXPIRATION DATE	9/15/2023
CERTIFIED BUSINESS DESCRIPTION	NAICS Codes: 423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers 453998 - Janitorial equipment and supplies stores

Commodity Codes

Code	Description
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NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 453998	Janitorial equipment and supplies stores

Additional Information

WARD	13
COMMUNITY AREA	64 Clearing

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: Chicago Park District HQ - Park 596

From: Evergreen Supply Company (SUB TO CARLYN)
(Name of MBE/WBE Firm)

MBE: ☐ Yes ☒ No
 WBE: ☒ Yes ☐ No

To: PASCHEN/ALL JV
(Name of Prime Contractor-Submitter) and the Chicago Park District:

The undersigned intends to perform work in connection with the above projects as a:

GENDER:	RACE/ETHNICITY:	TYPE OF FIRM:
<input type="checkbox"/> Male	<input type="checkbox"/> Black/African American	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Asian American	<input checked="" type="checkbox"/> Corporation
	<input checked="" type="checkbox"/> White American	<input type="checkbox"/> Joint Venturer
	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

ELECTRIC SUPPLY

The above described performance is offered for the following price and described terms of payment:

\$1,000,000

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: Colleen Kramer
(Signature of Owner or Authorized Agent of MBE/WBE)

Date: 9/11/2020

Name/Title: Colleen Kramer, President
(Print or Type Name and Title)

Address: 8402 W. 183rd Street, Suite B, Tinley Park, IL 60487

Telephone: 773-375-4750

Fax: 773-375-4765

End of Schedule B



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

JUL 07 2020

Colleen Kramer
Evergreen Supply Co.
8402 W. 183rd St., Ste. B
Tinley Park, IL 60487

Re: Change in Address

Dear Ms. Kramer:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address. Evergreen Supply Co. continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **5/1/2023**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **5/1/2021 and 5/1/2022**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/1/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/1/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

- 423610 - Construction Materials, Electrical, Merchant Wholesalers
- 423610 - Fixtures, Electric Lighting, Merchant Wholesalers
- 423610 - Insulated Wire or Cable Merchant Wholesalers
- 423690 - Condensers, Electronic, Merchant Wholesalers
- 423690 - Electronic Parts (e.g., condensers, connectors, switches) Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/m

Certified Profile

CLOSE WINDOW ☐[Print](#)**Business & Contact Information****BUSINESS NAME** Evergreen Supply Co.**OWNER** Ms Colleen Kramer**ADDRESS** 8402 W. 183rd St., Ste. B
Tinley Park, IL 60487[Map This Address](#)**PHONE** 773-375-4750**FAX** 773-375-4765**EMAIL** ckramer@evergreensupply.com**Certification Information****CERTIFYING AGENCY** City of Chicago**CERTIFICATION TYPE** WBE - Women Business Enterprise**CERTIFICATION DATE** 7/7/2020**RENEWAL DATE** 5/1/2021**EXPIRATION DATE** 5/1/2023**CERTIFIED BUSINESS DESCRIPTION**
423610 Construction materials, electrical, merchant wholesalers
423610 Fixtures, electric lighting, merchant wholesalers
423610 Insulated wire or cable merchant wholesalers
423690 Condensers, electronic, merchant wholesalers
423690 Electronic parts (e.g., condensers, connectors, switches)
merchant wholesalers**Commodity Codes**

Code	Description
NAICS 423610	Construction materials, electrical, merchant wholesalers
NAICS 423610	Fixtures, electric lighting, merchant wholesalers
NAICS 423610	Insulated wire or cable merchant wholesalers
NAICS 423690	Condensers, electronic, merchant wholesalers

NAICS 423690

Electronic parts (e.g., condensers, connectors, switches) merchant wholesalers

Additional Information

WARD

27

COMMUNITY AREA

28 Near West Side

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

DO NOT FILL OUT OR SIGN THIS FORM IF YOU ARE THE PRIME SUBMITTER

Project: Park 596-Build and Finance of Administration Headquarters, Fieldhouse and Site Development

From: NUTOYS LEISURE PRODUCTS INC

(Name of MBE/WBE Firm)

MBE: ☐ Yes ☒ No

WBE: ☒ Yes ☐ No

To: Paschen / ALL JV

(Name of Prime Contractor-Submitter)

and the Chicago Park District:

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

☐ Male
☒ Female

RACE/ETHNICITY:

☐ Black/African American
☐ Hispanic American
☐ Asian American
☒ White American
☐ Other _____

TYPE OF FIRM:

☐ Partnership
☐ Sole Proprietorship
☒ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Supply only of Landscape Structures Play Equipment

Supply only of Aquatix by Landscape Structures

Supply only of PW Athletic Equipment

The above described performance is offered for the following price and described terms of payment:
With Approved Credit: PW Athletic = 50% Down / Balance net 30 days from shipment. **\$797,278**

Aquatix by Landscape Structures = 50% Down / Balance net 30 days from shipment.

Landscape Structures Play Equipment = 10% due with order to begin submittals, 40% due to begin manufacturing, 40% due prior to shipping, 10% due net 30 days after shipment.

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: _____

(Signature of Owner or Authorized Agent of MBE/WBE)

Date: September 29, 2020

Name/Title: Janet Folkerts, Project Manager

(Print or Type Name and Title)

Address: 915 Hillgrove Ave., La Grange, IL 60525

Telephone: 708-579-9055 / 800-526-6197

Fax: 708-579-0109

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 11 2019

Moira Staggs
Nutoys Leisure Products, Inc.
P.O. Box 2121
LaGrange, Illinois 60525

Dear Ms. Staggs:

We are pleased to inform you that **Nutoys Leisure Products, Inc.** has been recertified as a **Women-Owned Business Enterprise (WBE)** by the City of Chicago ("City"). This **WBE** certification is valid until **12/01/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2020, 12/01/2021, 12/01/2022, and 12/01/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2024**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Codes:

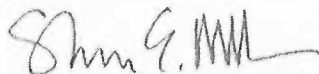
423210 - Outdoor Furniture Merchant Wholesalers

423910 - Playground Equipment and Supplies Merchant Wholesalers

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 area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews ^{PO}
Chief Procurement Officer

SEA/vlw

Certified Profile

CLOSE WINDOW

[Print](#)**Business & Contact Information**

BUSINESS NAME	Nutoys Leisure Products, Inc.
OWNER	Moria Staggs
ADDRESS	915 West Hillgrove LaGrange, IL 60525
PHONE	708-579-9055
FAX	708-579-0109
EMAIL	moiras@nutoys4fun.com

[Map This Address](#)**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	12/18/2019
RENEWAL DATE	12/1/2020
EXPIRATION DATE	12/1/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 423210 Outdoor furniture merchant wholesalers (More) NAICS 423910 Playground equipment and supplies merchant wholesalers (More)

Commodity Codes

Code	Description
NAICS 423210	Outdoor furniture merchant wholesalers
NAICS 423910	Playground equipment and supplies merchant wholesalers

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: PARK 596 - BUILD AND FINANCE OF ADMINISTRATION HEADQUARTERS

From: GREAT LAKES LANDSCAPE COMPANY
(Name of MBE/WBE Firm)

MBE: ☐ Yes ☒ No
 WBE: ☒ Yes ☐ No

To: PASCHEN / ALL JV and the Chicago Park District:
(Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

☐ Male
☒ Female

RACE/ETHNICITY:

☐ Black/African American
☐ Hispanic American
☐ Asian American
☒ White American
☐ Other _____

TYPE OF FIRM:

☐ Partnership
☐ Sole Proprietorship
☒ Corporation
☐ Joint Venturer
☐ Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

PLAYGROUND CONSTRUCTION

The above described performance is offered for the following price and described terms of payment:

\$140,400

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: _____

Kimberly M. Parente
(Signature of Owner or Authorized Agent of MBE/WBE)

Date: _____

9/28/20

Name/Title: _____

KIMBERLY M. PARENTE / PRESIDENT
(Print or Type Name and Title)

Address: _____

2224 LANDMEIER ROAD, ELK GROVE VILLAGE, IL 60007

Telephone: _____

(847) 439.3737

Fax: _____

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 10 2018

Kimberly Parente
Great Lakes Landscape Co., Inc.
2224 Landmeier Road
Elk Grove Village, IL 60007

Dear Kimberly Parente:

We are pleased to inform you that **Great Lakes Landscape Co., Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **8/1/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **8/1/2019, 8/1/2020, 8/1/2021, and 8/1/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **8/1/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **6/1/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

[Handwritten signature]
JUL 11 2018

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

238910- Excavating, Earthmoving, and Land Clearing Contractors

238990- Playground Equipment Installation

561730- Landscape Installation Services

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, and Veteran-Owned Business Enterprise (MBE/WBE/VBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/fn





Business & Contact Information

BUSINESS NAME **Great Lakes Landscape Company**

OWNER **Ms. Kimberly Parente**

ADDRESS **2224 Landmeier Road**
Elk Grove Village, IL 60007-4637 [Map This Address](#)

PHONE **847-439-3737**

FAX **847-439-1943**

EMAIL **kimp@grtlakesinc.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **8/13/2020**

RENEWAL DATE **8/1/2021**

EXPIRATION DATE **8/1/2023**

CERTIFIED BUSINESS DESCRIPTION **NAICS 238910 Excavating, earthmoving, or land clearing contractors**
NAICS 561730 Landscape installation services
NAICS 238990 Playground equipment installation

Commodity Codes

Code	Description
NAICS 238910	Excavating, earthmoving, or land clearing contractors
NAICS 238990	Playground equipment installation
NAICS 561730	Landscape installation services

Additional Information

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: CPD - Park 596

From: Katco Development, Inc. MBE: ☐ Yes ☐ No
 (Name of MBE/WBE Firm) WBE: ☒ Yes ☐ No

To: PASCHEN / ALL JV and the Chicago Park District:
 (Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER:	RACE/ETHNICITY:	TYPE OF FIRM:
<input type="checkbox"/> Male	<input type="checkbox"/> Black/African American	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Asian American	<input checked="" type="checkbox"/> Corporation
	<input checked="" type="checkbox"/> White American	<input type="checkbox"/> Joint Venturer
	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:

Site Utility

The above described performance is offered for the following price and described terms of payment:

\$ 2,345,000

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature] Date: 9/28/20
 (Signature of Owner or Authorized Agent of MBE/WBE)

Name/Title: Karen Barba, President
 (Print or Type Name and Title)

Address: 415 S. William Street Mt. Prospect, IL 60056

Telephone: 847-222-9662 Fax: 847-222-9661

End of Schedule B



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 06 2018

Karen Barba
Katco Development, Inc.
415 William St.
Mount Prospect, IL 60056

Dear Karen Barba:

We are pleased to inform you that **Katco Development, Inc.** has been recertified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **7/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **7/15/2019, 7/15/2020, 7/15/2021, and 7/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

Chen

AUG 06 2018

Katco Development, Inc.

Page 2 of 2

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

237110	Water and Sewer Line and Related Structures Construction
238220	Plumbing, Heating, and Air-Conditioning Contractors
238910	Excavation Contractors

Your firm's participation on City contracts will be credited only toward **Woman-Owned Business Enterprise ("WBE")** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/ag



Business & Contact Information

BUSINESS NAME **Katco Development, Inc.**

OWNER **Ms. Karen Barba**

ADDRESS **415 S. William St.
Mt. Prospect, IL 60056-3335**

PHONE **847-222-9662**

FAX **847-222-9661**

EMAIL **karen@katcodevelopment.com**

[Map This Address](#)

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **4/17/2020**

RENEWAL DATE **7/15/2021**

EXPIRATION DATE **7/15/2023**

CERTIFIED BUSINESS DESCRIPTION **NAICS 237110 Water and Sewer Line and Construction
NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors
NAICS 238910 Excavation contractors**

Commodity Codes

Code	Description
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 238220	Plumbing, Heating, and Air-Conditioning Contractors
NAICS 238910	Excavation contractors

Additional Information

