

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-A

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-J

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-E

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-B

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

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- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-C

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

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- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-G

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

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- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-F

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

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- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-D

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

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- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-H

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2146-GC2-I

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 0 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 4 | 1 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 5 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 6 | 0 | 0 |
|---|---|---|---|---|---|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 2 | 0 | 0 | 0 |
|---|---|---|---|---|---|

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 3 | 8 | 2 | 0 |
|---|---|---|---|---|---|

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-A

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-C

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-G

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-B

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-D

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-F

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-H

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-E

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-I

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2146-GC2-J

CONTRACTOR NAME: Leopardo Companies, Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

| | | |
|----------|---|---------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.4000</u> |
| Line 2. | Multiply Line 1 by .50 | <u>0.7000</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.4100</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.1410</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.3500</u> |
| Line 6. | Multiply Line 5 by .20 | <u>0.2700</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.3600</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.1360</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.2000</u> |
| Line 10. | Multiply Line 5 by .10 | <u>0.1350</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor) | <u>1.3820</u> |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. *Provide your company's official registered name/legal name?*

Leopardo Companies, Inc.

2. *Provide your companies Federal Tax ID # or Social Security #:*

ederal a l # 36-3046570

3. *Provide your corporate address, and if different provide your bidder remittance address:*

Corporate Address: 5200 Prairie Stone Pkwy

offman Estates, IL 60192

Remittance Address:

4. *Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:*

Name: Peter G. Oldendorf

Title: Vice President

Office Phone #: 312.298.1252

Cell Phone #: 224.279.7367

Email: pgoldendorf@leopardo.com

5. *Provide information on your company's representative/contact person authorized to address contractual issues, including the authority to execute a contract and to whom legal notices regarding contract termination or breach should be sent:*

Name: Peter G. Oldendorf

Title: Vice President

Office Phone #: 312.298.1252

Cell Phone #: 224.279.7367

Email: pgoldendorf@leopardo.com

6. *Please provide a brief history of your company, including the year it was established:*

Please see our Attached document for a brief history of Leopardo Companies, Inc.

7. *What was your annual construction volume over last three (3) years?*

2022 315 Million

2021 307 Million

2020 317 Million

8. *What are your overall public sector sales, excluding Federal Government, for last three (3) years?*

2022 35 Million

2021 32 Million

2020 45 Million

9. *What is your strategy to increase market share in the public sector?*

Our strategy to increase market share is by using our Ohio business development people and our relationships with Ohio based sub contractors. We are currently working in Cleveland and Columbus on out of the ground projects in these cities. Using these relationships, we will meet with municipalities to grow our footprint in Ohio. We have a strong Project Management team to service the needs of these agencies with our large sub-contractor base we can perform any size project request.

10. *What differentiates your company from competitors in the public sector?*

Leopardo has been in construction for 47 years and performs 400 Million annual revenue. We focus on building a large range of services keeping sub-contractors performing for us. Our experienced staff stays engaged in projects keeping projects on schedule and closes them out in a timely manner. We self-perform electrical, carpentry, painting and demo along with maintaining 50 full time superintendents. Our business development and Marketing team keep Leopardo out in the front so clients can share experiences and support the quality of workmanship, encourage others to work as our partner. Customer satisfaction is important to our business model and we strive to keep these relationships strong, lasting and returning for future projects.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes

☐ No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

☒ Yes

☐ No

10. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

See the attached documents



A PASSION TO BUILD

Leopardo is recognized as an industry leader in construction with the resources to build award-winning projects with innovative processes across every major sector. Founded in 1977, we've grown continuously and today employ hundreds of industry professionals in our offices and job sites across the nation. Over the last four decades, we've totaled more than 75 million square feet and \$6.5 billion in construction.

One of our greatest strengths is our market diversity and expertise in managing all types of construction projects. We've worked with Fortune 500 companies, municipalities across the state of Illinois, major retailers, top developers, private international airports, as well as dozens of hospitals and every major healthcare across the nation. With a cutting-edge blend of capabilities, our clients trust us to handle projects of all shapes, sizes and complexities.

Our people are among the best and brightest in the industry. We carefully recruit and develop sophisticated construction leaders and solution providers who know how to exceed your expectations. Working with Leopardo means you benefit from our innovative and proven methods, as well as our tool belt of demonstrated cost-management tactics. Our preconstruction process is renowned for uncovering more cost-saving alternatives and being far more comprehensive than our competitors', which translates to additional cost saving solutions.

We provide you with peace of mind and great value through an industry benchmark-setting safety program. As a testament to our outstanding safety record, our Experience Modification Rate (EMR) is in the top percentile of all general contractors in the nation. A longtime leader in sustainable construction, Leopardo has 27 staff credentialed in healthy and sustainable rating systems.





EMR LETTER



Gallagher Construction Services

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.

September 23, 2022

Leopardo Companies, Inc.
5200 Prairie Stone Parkway
Hoffman Estates, IL 60192

RE: NCCI Historical Experience Modification Factors
Risk ID: 917664226

To Whom It May Concern:

This letter serves to confirm the following Experience Modification Factors for Leopardo Companies, Inc.

The following is a summary of ERM information for the last past 3 years:

| Ex Mod Year | Ex Mod | Effective Date |
|-------------|--------|----------------|
| 2022 | .81 | 09/30/2022 |
| 2021 | .85 | 09/30/2021 |
| 2020 | .80 | 09/30/2020 |

Should you have any questions about the Ex Mod, or about Leopardo's Companies, Inc. commitment to zero accidents, please feel free to call me anytime at (925) 953-5260.

Best regards,

Carla Colombana

Carla Colombana, Client Service Manager
Email: carla_colombana@ajg.com
2121 N. California Street, Ste 350
Walnut Creek, CA 94596
925-953-5260
License #0726293

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

| Number of Cases | | | |
|------------------------|--|--|--|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| 0 | 1 | 3 | 2 |
| (G) | (H) | (I) | (J) |

| Number of Days | |
|-------------------------------------|---|
| Total number of days away from work | Total number of days of job transfer or restriction |
| 96 | 15 |
| (K) | (L) |

| Injury and Illness Types | | | |
|----------------------------|---|-------------------------|---|
| Total number of . . . (M) | | | |
| (1) Injuries | 6 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name

Leopardo Companies, Inc.

Street

5200 Prairie Stone Parkway

City

Hoffman Estates

State

IL

Zip

60192

Industry description (e.g., Manufacture of motor truck trailers)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees

298

Total hours worked by all employees last year

592,588

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Executive VP

Phone

847.783.3000

Date

January 6, 2023

Reset

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

| Number of Cases | | | |
|------------------------|--|--|--|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| 0 | 1 | 0 | 1 |
| (G) | (H) | (I) | (J) |

| Number of Days | |
|-------------------------------------|---|
| Total number of days away from work | Total number of days of job transfer or restriction |
| 30 | 0 |
| (K) | (L) |

| Injury and Illness Types | | | |
|----------------------------|---|-------------------------|---|
| Total number of . . . | | | |
| (M) | | | |
| (1) Injuries | 2 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Leopardo Companies, Inc.

Street 5200 Prairie Stone Parkway

City Hoffman Estates State IL Zip 60192

Industry description (e.g., Manufacture of motor truck trailers)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 306

Total hours worked by all employees last year 615,796

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Executive VP

Phone 847.783.3000 Title

Date January 13, 2022

Reset

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| <u>0</u> | <u>1</u> | <u>2</u> | <u>2</u> |
| (G) | (H) | (I) | (J) |

Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| <u>19</u> | <u>124</u> |
| (K) | (L) |

Injury and Illness Types

Total number of . . .
(M)

| | | | |
|----------------------------|----------|-------------------------|----------|
| (1) Injuries | <u>5</u> | (4) Poisonings | <u>0</u> |
| (2) Skin disorders | <u>0</u> | (5) Hearing loss | <u>0</u> |
| (3) Respiratory conditions | <u>0</u> | (6) All other illnesses | <u>0</u> |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Leopardo Companies, Inc.

Street 5200 Prairie Stone Parkway

City Hoffman Estates State Illinois Zip 60192

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 309

Total hours worked by all employees last year 579,502.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title President + CEO

Company executive
Phone 847.783.3000 Date January 25, 2021

Reset

BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____

BID FORM 5: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

(Insert bonding company statement here)

Leopardo Companies, Inc. confirms that it has the bonding capacity, please see our attached bonding letter.



FINANCIAL STRENGTH

Leopardo has grown steadily and substantially since its founding, continuously demonstrating solid levels of profitability. As a result of our strong equity position and successful management strategies, we have been granted preliminary approval to pursue projects of any size.

The enclosed bonding letter is submitted as further evidence of our favorable performance record and financial position.

DUN + BRADSTREET

09-678-6447

BONDING

See enclosed letter

INSURANCE

See enclosed certificate

If the following information is not suitable for your needs and you require additional information, please contact:

TODD WELCH, VICE PRESIDENT, FINANCE

Leopardo Companies
847.783.3000

FINANCIAL REFERENCES

Auditors

CliftonLarsonAllen
1301 W. 22nd Street, Suite 1100
Oak Brook, Illinois
Paulius Valaisa, CPA, Manager / 630.368.3638

Banking

Hinsdale Bank and Trust
25 E. First Street
Hinsdale, Illinois
John Czyzycki, Executive VP / 630.655.8009

Bond Underwriter

CNA Surety
A.M. Best Rating: A, XV
333 E. Butterfield Road, Suite 810
Lombard, Illinois
Daniel Panek, Director + Surety Manager / 630.719.3095

Bonding

Dohn & Maher Associates
4811 Emerson Avenue, Suite 102
Palatine, Illinois
Carl Dohn Jr., President / 847.303.6800

Liability and Property Insurance

Zurich American Insurance Company
A.M. Best Rating: A +, XV
1299 Zurich Way
Schaumburg, Illinois
800.382.2150

Insurance Agent

Arthur J. Gallagher
300 S. Riverside Plaza, Suite 1900
Chicago, Illinois
Kristen Long, Managing Director / 312.803.7420



BOND LETTER



4811 EMERSON AVENUE, SUITE 102
PALATINE, ILLINOIS 60067-7416

INSURANCE AND BONDING

PHONE (847) 303-6800
FAX (847) 303-6963
www.dohn.com

March 1, 2023

Leopardo Companies, Inc.
5200 Prairie Stone Parkway
Hoffman Estates, IL 60192

To Whom It May Concern:

Continental Casualty Company is the surety for Leopardo Companies, Inc. and has an A.M. Best Rating of A XV. Continental Casualty Company has given Leopardo Companies, Inc. a surety Line of \$300,000,000 on a single job and \$600,000,000 aggregate bonded program. Current outstanding bond liability is about \$50,000,000. Continental Casualty Company has given this line as a standard operating line with the clear understanding that projects outside these parameters would receive favorable consideration.

Should a bid be accepted and a contract awarded to Leopardo Companies, Inc., it is our present intention to become surety on the final bond, or bonds, which may be required guaranteeing performance and payment of the contract.


You understand, of course, that any arrangement for the final bond, or bonds, is a matter between the contractor, and ourselves, and we assume no liability to third parties, or to you, if for any reason we do not execute the said bond, or bonds.

Continental Casualty Company

Laura Priester
Attorney-in-Fact



CERTIFICATE OF INSURANCE

| ACORD® | | CERTIFICATE OF LIABILITY INSURANCE | | | | DATE (MM/DD/YYYY) 10/11/2022 | |
|---|-------------------|---|--------------------|---|-------------------------|---------------------------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | | |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | | |
| PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 2121 N. California Blvd. Suite 350 Walnut Creek CA 94549 | | | | CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-299-1112 FAX (A/C, No): 925-299-0328 E-MAIL: certrequests@ajg.com ADDRESS: certrequests@ajg.com | | | |
| License#: 0726293 LEOPCOM-05 | | | | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| INSURED Leopardo Companies, Inc. 5200 Prairie Stone Parkway Hoffman Estates IL 60192 | | | | INSURER A: Continental Casualty Company | | 20443 | |
| | | | | INSURER B: CNA Insurance Companies | | 20435 | |
| | | | | INSURER C: RSUI Indemnity Company | | 22314 | |
| | | | | INSURER D: Indian Harbor Insurance Company | | 36940 | |
| | | | | INSURER E: Ohio Casualty Insurance Company | | 24074 | |
| | | | | INSURER F: North American Capacity Insurance Co | | 25038 | |
| COVERAGES | | | | CERTIFICATE NUMBER: 81216642 | | | |
| REVISION NUMBER: | | | | | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | X | COMMERCIAL GENERAL LIABILITY | Y Y | 7015384667 | 9/30/2022 | 9/30/2023 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$ |
| | | CLAIMS-MADE X OCCUR | | | | | |
| | | Contractual Liab | | | | | |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | | POLICY X PRO-JECT LOC | | | | | |
| | | OTHER: | | | | | |
| A | X | AUTOMOBILE LIABILITY | Y Y | BUA7015276047 | 9/30/2022 | 9/30/2023 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded Comp/Colt \$5,000 / 5,000 |
| | | ANY AUTO | | | | | |
| | | OWNED AUTOS ONLY SCHEDULED AUTOS | | | | | |
| | | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | |
| | | OTHER: | | | | | |
| B C E | X | UMBRELLA LIAB X OCCUR | | CUE7015605250 (\$15M) | 9/30/2022 | 9/30/2023 | EACH OCCURRENCE \$50,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | NHA099367 (\$10M) | 9/30/2022 | 9/30/2023 | AGGREGATE \$50,000,000 |
| | | DED X RETENTION \$0 | | ECO(23)65269628 (\$25M) | 9/30/2022 | 9/30/2023 | \$ |
| A | X | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y | WC715276078 (AOS) | 9/30/2022 | 9/30/2023 | X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N N | | | | |
| | | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | |
| D F | X | Professional/Pollution Cyber Liability | | CE07421525 C4LWR081566CYBER2022 | 9/30/2022 9/30/2022 | 9/30/2023 9/30/2023 | Ea. Claim/Agg. Limit \$10,000,000 Ea. Claim/Agg. Limit \$5,000,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | |
| Evidence of Insurance Coverage | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | |
| Evidence of Insurance Coverage | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | |
| | | | | AUTHORIZED REPRESENTATIVE  | | | |

BID FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Peter G. Oldendorf
Title: Vice President
Company: Leopardo Companies, Inc.
Address: 120 S. Riverside Plaza, Suite 2150
City: Chicago State: IL Zip: 60606
Phone: 224.279.7367 Fax: 847.783.3001
Email: pgoldendorf@leopardo.com

Account Manager / Sales Lead

Contact Person: Peter G. Oldendorf
Title: Vice President
Company: Leopardo Companies, Inc.
Address: 120 S. Riverside Plaza, Suite 2150
City: Chicago State: IL Zip: 60606
Phone: 224.279.7367 Fax: 847.783.3001
Email: pgoldendorf@leopardo.com

Contract Management (if different than the Sales Lead)

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Billing & Reporting/Accounts Payable

Contact Person: Samantha Jacinto

Title: Project Accountant

Company: Leopardo Companies, Inc.

Address: 120 S. Riverside Plaza, Suite 2150

City: Chicago State: IL Zip: 60606

Phone: 312.298.1416 Fax: 847.783.3001

Email: sjacinto@leopardo.com

Marketing

Contact Person: Jose Avitia

Title: Proposal Coordinator

Company: Leopardo Companies, Inc.

Address: 120 S. Riverside Plaza, Suite 2150

City: Chicago State: IL Zip: 60606

Phone: 224.281.8639 Fax: 847.783.3001

Email: Jaavitia@leopardo.com

**PETER OLDENDORF**

Vice President, JOC

EXPERIENCE

28 Years

EDUCATION / TRAINING

OSHA 30

REFERENCES

University of Illinois at Chicago
1140 S. Morgan, Suite 125
Chicago, Illinois
Nadia Alami
312.413.1281

Public Building Commission
of Chicago
50 W. Washington Street
Chicago, Illinois
Don Wilson

Deputy Director, Support Services
312.744.8357

Chicago Children's Choir
78 E. Washington Street
Chicago, Illinois
Sarah Fader
Operations Associate
312.849.8300

EXPERIENCE**McCormick Place Alternate Care Facility — Chicago, Illinois**

- 150,000-SF joint effort reconfiguring Chicago's McCormick Place convention center into a temporary healthcare facility in response to COVID-19
- Project was designed as a safety valve for stressed local hospitals and accommodates more than 2,000 patient beds

100th Street Bridge — Chicago, Illinois

- Renovation of the bascule bridge houses over the Calumet River
- Included multiple interior renovations, new copper roofs, as well as a renovation of the masonry facade

Randolph Street Bridge — Chicago, Illinois

- Restoration of the Randolph Street bridge over the Chicago River
- Caisson watertight retaining structures set in place in the river to work on the foundations of the bridge

Lee Animal Surgery Center — Chicago, Illinois

- 20,000-SF build-out of an animal surgery center within the largest animal shelter in Illinois
- Included administrative offices, intake, surgery rooms, recovery area, labs, pharmacy

Chicago Cultural Center — Chicago, Illinois

- Restoration of the limestone facade and roof at the Chicago Cultural Center, a Chicago landmark building that originally opened in 1897
- Due to its location on the corners of Washington Street and Michigan Avenue in the heart of downtown Chicago, special safety precautions were implemented, including wayfinding, scaffolding for pedestrian protection and coordination with CDOT to periodically barricade the street

Fulton Market Gateway — Chicago, Illinois

- Installation of the now-iconic LED streetscape sign marking the entrance to Chicago's Fulton Market District
- Control panel allows for automatic programming for seasonal/special events

Cook County Morgue — Chicago, Illinois

- 60,000-SF renovation of the largest medical examiner facility in Illinois
- Installation of a large gantry hoist and racking/storage system with a capacity of 250 cadavers

Chicago Fire Department Engine, Company 1 — Chicago, Illinois

- 8,000-SF renovation at Chicago Fire Department Engine Company 1 to accommodate larger suburban fire trucks in emergency situations
- Required raising ceiling heights, cutting larger garage door openings and raising the headers on the doors

**SAMANTHA JACINTO**

Project Accountant

EXPERIENCE

6 Years

EDUCATION / TRAININGPurdue University Calumet
Bachelor of Arts
English LiteraturePurdue University Northwest
Masters of Business Administration

EXPERIENCE

Samantha partners with clients and operations to develop funding requests, establish overview of the contractual agreement, and provide project deliverables on singular medium-sized projects or multiple small-sized projects; and, assists Senior Project Accountant on mid-sized, large and/or complex projects. She coordinates with project management to develop accurate and significant financial information. She is instrumental in reviewing project costs for accuracy, analyzing budget variances, and lead the collection process while maintaining accounting standards and company best practices.

**JOSE AVITIA**

Proposal Coordinator

EXPERIENCE5 Years

EDUCATION / TRAINING

Illinois State University
Bachelor of Science
Integrated Marketing and
Communications

EXPERIENCE

Jose is involved in all aspects of Leopardo's marketing efforts but focuses on proposals ranging from tenant interiors, JOC, healthcare and community industrial. He looks at every proposal as a puzzle and enjoys putting them together. Jose also works on presentations, boilerplate documents and enjoys being creative with a go with the flow mindset.

Jose holds a Bachelor of Science degree in Integrated Marketing and Communications from Illinois State University. In his free time, he enjoys to play soccer, video games, bikeride and workout.

BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

Please see attached document for our References

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

| Cooperative/GPO Name | Contract Number |
|----------------------|-----------------|
| Sourcewell | #IL-122122 |
| | |
| | |
| | |

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

5. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.



CLIENT REFERENCES

AIS Department of Assets, Information and Services

Art Andros, Project Manager

Chicago, Illinois

773.746.7078

10 Years

Job Order Contracts, Construction, Remodel of City Buildings

\$15 Million

CHA Chicago housing Authority

Lee Pratter, Deputy Chief of Development

Chicago, Illinois

312.913.7740

5 Years

General Contracting Services

\$12 Million

University of Illinois at Chicago

Julie Cayse, Project Manager

Chicago, Illinois

312.413.5679

6 Years

Job Order Contracting, Higher Education and Healthcare Projects

\$2 Million

CDOT Chicago Department of Transportation

Luis Benitez, Chief Bridge Engineer

Chicago, Illinois

312.744.5807

8 Years

Job Order Contracting and emergency bridge repairs, City bridge work, street repairs, river water way work, pilons and dolphin replacements, land restoration in lake michigan shoreline, stabilization and repairs, pedestrian bridge repairs, overhead street signage and streetscape installation

\$5 Million

CPS Chicago Public Schools

Ivan Hansen Director of Construction

Chicago, Illinois

773.553.2900

4 Years

Job Order Contracting, DOJ and ADA upgrades in public school open remodels and summer work, building interior and exterior repairs

\$10 Million

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

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

LEOPARDO COMPANIES INC
5200 PRAIRIE STONE PARKWAY
HOFFMAN EST IL 60192-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04176

CERTIFICATE NUMBER : GC04176-19

FEE: \$ 2000

DATE ISSUED: 02/28/2022

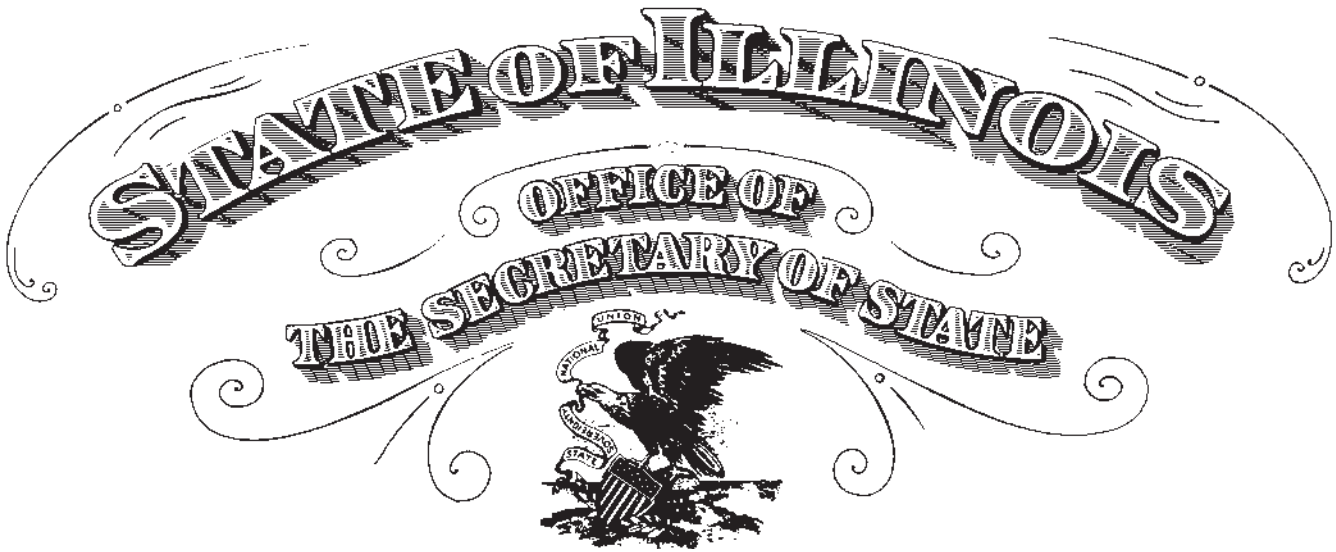
DATE EXPIRES: 03/31/2023

THIS LICENSE IS NON-TRANSFERABLE

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

**Lori E Lightfoot
Mayor**

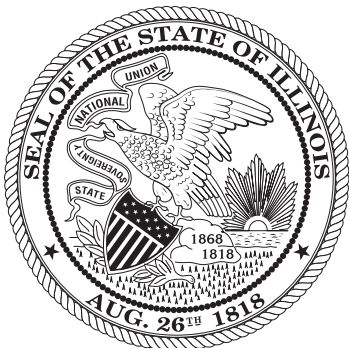
**Matthew Beaudet
Commissioner**



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

LEOPARDO COMPANIES INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 10, 1979, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 19TH
day of JULY A.D. 2022 .

Jesse White

SECRETARY OF STATE



FIVE-YEAR HISTORY OF LITIGATION

Leopardo Companies, Inc. (the Company) has never failed to complete a project. The Company encounters “run of the mill” litigation or arbitration which our counsel who represents a number of construction contractors says is at a level less than contractors of comparable sales volume. Disputes with subcontractors have been limited primarily to public contracts and then usually because of issues created by subcontractor insolvency. The Company sometimes is sued by Subcontractor insurers seeking to deny insurance claim coverage. As of March 7, 2023, the five-year litigation history has been:

1. The Company currently is a party to the following companion suits:

a. Indemnity for Subcontractors’ allegedly defective work:

Elm State Property LLC v. Leopardo Companies, Inc. et al., No. 21 L 03428 (Cook County, IL). The Company was the general contractor for construction of a twenty-four-story residential condominium building with 35 residential units and 70 indoor parking spaces in Chicago under contract with the developer Elm State Property LLC (the “Developer”). Substantial Completion was achieved on May 16, 2016.

On May 15, 2020, the Condominium Association filed a demand for arbitration against the Developer seeking damages, some of which relate to alleged construction defects performed by the Company’s subcontractors. The Company is not a named respondent to the arbitration.

The Project, including the Developer, the Company and the Company’s Subcontractors, is insured under an “Owner-controlled insurance program” (“OCIP”) purchased by the Developer. While the Company is assisting Developer, the Developer sued the Company to avoid statute of limitations issues. In turn, the Company has sued ten relevant subcontractors for express indemnity from Developer’s “pass through” claims to the Company in the event the Association were to prevail against Developer.

The Company denies the claims. The Association, the Developer, the commercial general liability Insurer under the OCIP (“OCIP CGL Insurer”), Subcontractors and the Company have been in mediation with settlement in principle of the largest claim and Subcontractors have agreed to repair on some smaller claims. Mediation continues.

b. *Illinois Union Insurance Company v. Leopardo Companies, Inc., et al., No. 20 CH 04501 (Cook County, IL).* Suit by OCIP CGL Insurer against all insureds, including the Company, to attempt to avoid indemnification for the above Elm State Property litigation. OCIP CGL Insurer agrees to its defense obligations but contests indemnity. Insurance indemnity coverage is part of the above-described ongoing mediation.

2. Exclusive of cases in which the Company was a nominal defendant because a subcontractor had a payment dispute with a sub-subcontractor or supplier resulting in a mechanics lien, the Company was a party during the five years prior to December 10, 2020 in the following now resolved lawsuits or arbitrations:

a. Owner uncontested payment defaults:

i. Tenant failure to pay for build-out:

Leopardo Companies, Inc. v. The Sandbox Group, LLC, et al., No. 19 CH 07142 (Cook County, IL). The Company was the contractor for a tenant build-out project in an existing office building. The tenant made no payments. The Company recorded a mechanics lien claim and sued to foreclose. Together, Tenant and Owner paid the Company in full with interest and the Company voluntarily dismissed its Complaint.

ii. Subcontractor impatient for Owner delayed uncontested payment:



FIVE-YEAR HISTORY OF LITIGATION

Whited Brothers, Inc. v. Leopardo Companies, Inc., et al., No. 19 CH 11582 (Cook County, IL). The Company was a contractor for construction of a hospital entry pavilion. Owner did not contest final payment to the Company but payment was moderately delayed. Subcontractor sued rather than await payment. The Company paid and the Subcontractor's suit was dismissed with prejudice.

- b. Subcontractor failing to correct defective warranted pre-engineered metal building:

Leopardo Companies, Inc. v. Chapple West, Inc., et al., No. 2018 L 1171 (DuPage County, IL). The Company was the construction manager for the construction of a recreation center. The Company contracted with a metal building subcontractor to furnish and install a pre-engineered metal building. After final completion of the project, the metal building subcontractor attempted to repair leaks at isolated locations by caulking, but did not remedy the leaks. The Company sued the metal building subcontractor and the metal building subcontractor's surety. Subcontractor's surety resolved the Company's claims and the Company dismissed its Complaint.

- c. Subcontractor retainage claim:

All Service Contracting, Corp. v. Leopardo Companies, Inc., No. 2018-M3-002349 (Cook County, IL). The Company was the general contractor for a project for a city water department. The Company contracted with a subcontractor to furnish labor and materials. Pursuant to the subcontract, the Company paid the subcontractor the entire subcontract amount other than the retainage withheld by the City which the subcontract and Illinois law provided was not due to the subcontractor until paid by the City to the Company. The subcontractor sued the Company seeking payment of a \$19,629 retainage amount. The lawsuit was dismissed.

Steel Services, Inc. v. Leopardo Companies, Inc., No. 29C01-2301-PL-000567 (Hamilton Circuit Superior Court, IN). The Company was the general contractor for a project for a pharmaceutical company. The Company contracted with a subcontractor to furnish labor and materials relating to steel. Pursuant to the subcontract, the Company paid the subcontractor the entire subcontract amount other than an amount unpaid by the client. The subcontractor sued the Company seeking payment of \$140,370.55. The client paid the Company, Company paid the subcontractor and the subcontractor dismissed the suit before need for the Company to appear.

BID FORM 8: AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

☒ Yes

We agree to consider working in areas outside of the Geographic Region.

☐ No

We will NOT consider working outside of the Geographic Region.

Signature

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: Peter G. Oldendorf



City/State/Zip: Chicago, IL 60606

Telephone No.: 224.279.7367

If a partnership, names and addresses of partners:

N/A

Notarized

Subscribed and sworn to before me this 28th day of March, 20 23

Notary Public in and for the County of Cook

State of Illinois

My commission expires: 03.27.2024

Signature: 



BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? P.O
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately,

with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? P.O
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? P.O
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? P.O
(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? P.O
(Initials of Authorized Representative)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? P.O
(Initials of Authorized Representative)

7. *Clean Air Act and Federal Water Pollution Control Act*

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? P.O

(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? P.O

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? P.O

(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner

that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? P.O
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? P.O
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? P.O
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? P.O
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? P.O

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? P.O

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name:

Peter G. Oldendorf

Company Name:

Leopardo Companies, Inc.

Mailing Address:

120 S. Riverside Plaza, Suite 2150, Chicago, IL 60606

Job Title:

Vice President

BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

(Provide copies of all licenses and certifications that are required to be held by your organization)


BID FORM 11: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Leopardo Companies, Inc.

Title of Authorized Representative: Peter G. Oldendorf

Mailing Address: 120 S. Riverside Plaza, Suite 2150, Chicago, IL 60606

Signature: 

BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

03/28/2023

Date

Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



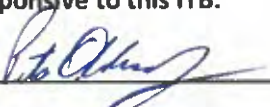
Signature of Respondent

03/28/2023


Date

BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG ITB MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's submission being deemed nonresponsive to this ITB.**

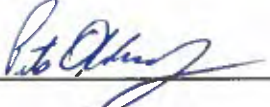
I,  (insert signature of representative of authorized representative), hereby certify and affirm that Leopardo Companies, Inc. (insert company name), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

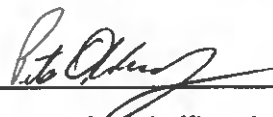
I,  (insert signature of representative of authorized representative), hereby certify and affirm that Leopardo Companies, Inc. (insert company name), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative of authorized representative), hereby certify and affirm that Leopardo Companies, Inc. (insert company name), not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I  (insert signature of representative of authorized representative),
hereby certify and affirm that Leopardo Companies, Inc. (insert
company name), either is not subject to a finding for recovery under ORC Section 9.24, or has taken
appropriate remedial steps required under that statute to resolve any findings for recovery, or
otherwise qualifies under that section to enter into contracts with CCOG.

BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

16. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

17. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: _____

Date: _____

03/28/2023

BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

BID FORM 16: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Leopardo Companies does not have formal claims

2. *Mandatory Disclosure of Governmental Investigations.*


Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Leopardo and/or any proposed subcontractor has been the subject of any adverse regulatory or adverse administrative governmental action.

BID FORM 17: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

| | |
|----------------------|---|
| Company Name | Leopardo Companies, Inc. |
| Address | 120 S. Riverside Plaza, Suite 2150 |
| City/State/Zip | Chicago, IL 60606 |
| Phone Number | 224.279.7367 |
| Email Address | pgoldendorf@leopardo.com |
| Printed Name | Peter G. Oldendorf |
| Job Title | Vice President |
| Authorized Signature |  |

Initial Term of the Master Agreement

| | |
|---------------------------|--------------|
| Contract Effective Date: | June 1, 2023 |
| Contract Expiration Date: | May 31, 2025 |
| Contract Number: | |

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

| | |
|-------|----------------------|
| By: | |
| Name: | Franklyn A. Corlett |
| As: | CCOG Board President |
| Date: | |

| | |
|-------|-------------------------------|
| By: | |
| Name: | Eric Merkle |
| As: | EVP, Procurement & Operations |
| Date: | |