Contractor: Castle Construction Corporation

Address: 3062 W. 167th Street

City/State/Zip: Markham, Il 60428

Phone Number: (708) 339-2600

Fax Number: (708) 339-2659

#### TO BE EXECUTED IN DUPLICATE

### BOOK 1: PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS

**CONTRACT NO. 1454** 

Engine Company 70 6030 N. Clark New Construction FS-005

#### PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

Montel M. Gayles Executive Director

Room 200 Richard J. Daley Center 50 West Washington Street Chicago, Illinois 60602 312-744-3090 www.pbcchicago.com

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 2 "Standard Terms and Conditions for Construction Contract" dated

January 2007 and incorporated as if fully set forth here by this reference; and by Book 1, Book 3, plans, drawings, exhibits, and attachments as appropriate.

January 2007

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#### **EXHIBITS**

1. Prevailing Wage Rate Sheet for Cook County

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#### DOCUMENT SUBMITTAL CHECKLIST

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

- 1. X Contractor's Bid
- 2. X Bid Guarantee
- 3. X Administrative Fee
- 4. X Acceptance of the Bid
- 5. X Basis of Award (Award Criteria)
- 6. X Unit Prices (If applicable)
- 7. X Affidavit of Non-Collusion
- 8. X Schedule B Affidavit of Joint Venture (if applicable)
- 9. X Schedule C Letter of Intent from MBE/WBE, including current certification letter
- 10. X Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
- 11. X Schedule E Request for Waiver from MBE/WBE Participation
- 12. X Affidavit of Uncompleted Work

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

- 1. X Financial Statement
- 2. X Disclosure Affidavit
- 3. X Affidavit of Local Business, including business license
- 4. X Statement of Bidder's Qualifications

The Contractor is required to submit the following within five (5) days after bid opening.

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

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#### I. PROJECT INFORMATION

#### A. General Project Information

The following specifications supplement Part IV. "Additional Documents to be Executed" and Part V. "Instructions to Bidders."

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

Engine Company 70 6030 N. Clark New Construction FS-005

#### 2. General Description of Scope of Work:

- a) As described in the specifications, construction of a new 21,000 sf masonry single story LEED silver certified fire station including soil remediation and site improvements.
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor must perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
- 3. User Agency: Chicago Fire Department
- 4. Commission Representative's Name, Address, and Phone Number: Tishman Construction Corporation of Illinois, One South Wacker, Suite 2300, Chicago, IL 60606; tel: 312-577-2310 Attn: Sara Lee
- 5. Architect's Name, Address, and Phone Number: Bauer Latoza Studio, 2241 S. Wabash Ave., Chicago, IL 60616; tel: 312-567-1000 ext. 37, Attn: Michelle Finck
- 6. Commission's Portfolio Manager: James Gallagher
- 7. Ward: 40
- 8. Do Bidders need to be Pre-Qualified? Yes (see Part V.D. 'Pre-Qualification of Bidders' for details):
- 9. Request for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org
- 10. Inspection of Site

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In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. Site inspection must be arranged through the Commission Representative.

- 11. Documents Available from: Cushing & Co, 420 W. Huron Street, Chicago, 2<sup>nd</sup> Floor, IL 60610; tel: 312-266-8228
- 12. Electronic Documents Available online at: <a href="http://dfs.cushingco.com/pbc.htm">http://dfs.cushingco.com/pbc.htm</a>, password: 1454
- Pre-Bid Meeting Date, Time, and Location: Monday, February 5, 2007 at 10:00 am\_ in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- 14. Bid Opening Date and Time: Thursday, March 1, 2007 at 10 am
- 15. Amount of Bid Deposit: 5% of bid amount
- 16. Administrative Fee: \$5,000.00
- 17. Amount of Contingency Fund: \$200,000.00
- 18. Document Deposit: \$0
- 19. Cost for Additional Documents (per set): \$ at Contractor's own expense
- 20. Award of Contract

Attention is called to Part V.Z. "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.

20. MBE/WBE Contract Goals: 24% MBE and 4% WBE

#### **B.** Time of Completion

The Work must be completed within (395) calendar days upon issuance of the Notice to Proceed. The work must be performed in two phases.

Phase I: Mobilization & Permit: 90 calendar days

Phase II: Construction: 305 calendar days

#### C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund must be included in the amount specified above in Part I.A. for the exclusive use of the Commission at its sole discretion. Use of such funds will require the written approval of the Executive Director. All unused portions of this Contingency Fund must be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

#### D. Time of Completion of Punch List Work

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All final Punch List work must be prosecuted expeditiously and completed, in total, within thirty (30) Days of the date of transmittal to the Contractor.

#### E. Copies of Drawings and Specifications Furnished

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

#### F. Liquidated Damages

- The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract must be commenced on a date to be specified in the Notice to Proceed.
- 2. The Contractor agrees that said Work must be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Substantial Completion of Phase (s), Milestones, or Project	\$5,000per Day
Completion of Punch List Work	\$2,500 per Day
Completion of Base Contract Work at Project Substantial Completion if Commission occupies project	\$2,500 per Day

not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every Day that the Contractor shall be in default after time stipulated in the Contract for completing the Work and/or the Punch List Work.

- 3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- 4. Completion of the Work, for the purposes of this section only, shall occur upon completion of all of the Work required by the Contract Documents. Completion of Milestones, Phases, Base Contract Work or Punch List Work, for the purposes of this section only, shall occur upon the Commission's determination that the Milestones, Phases, Base Contract Work or Punch List Work is completed.

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#### G. Insurance Requirements

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

#### 1. Insurance To Be Provided By the Contractor

#### Workers' Compensation and Employers Liability

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

#### 2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

#### 3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

#### 4) <u>Contractors Pollution Liability</u>

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended

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

#### 5) Professional Liability

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

#### 6) Builders Risk

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

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

#### 2. Additional Requirements

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

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

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

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

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

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

Any insurance or self-insurance programs maintained by the Commission and City do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

#### H. Notices

In accordance with Book 2 Section 23.05 "Notices," Notices must be addressed as follows:

- 1. If to the Commission, notices must be addressed to the attention of the James Gallagher with copies to: the Executive Director.
- If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: Tishman Corporation and the Contractor's Bonding Company

#### I. Prevailing Wage Rates

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Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached. One resource for determining the current prevailing wage rate is the Internet site <a href="https://www.state.il.us/agency/idol/CM/countym.htm">www.state.il.us/agency/idol/CM/countym.htm</a> maintained by the State of Illinois Department of Labor.

#### J. Community Hiring Incentives

This Contract is subject to community hiring incentives. See Part III "Basis of Award (Award Criteria)" for details.

#### K. Contractor's Project Manager

Contractor's full-time Project Manager is required at the Site.

#### L. Licensing

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

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#### II. PROPOSAL AND EXECUTION DOCUMENTS

#### A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1454 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) Addendum #1 02/21/07, Addendum #2 02/26/07, Addendum #3 02/27/07 Addendum #4 02/28/07

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

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

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

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

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

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

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

c) Project Information, Instructions, and Execution Documents (Book 1), d) Technical Specifications (Book 3), and e) Plans and Drawings.

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Unit Prices to be applied to work beyond the limits identified on the drawings, specifications, Soil reports and Environmental report in Book 3.

	Type of Work	Unit Price
1	Transportation and disposal of contaminated soil (unsuitable – over dig)	\$30.00 per ton
2	Excavation, transportation and disposal of contaminated soil (unsuitable – over dig)	\$45.00 per ton
3	Excavation, transportation and disposal of in-place non- impacted soil (unsuitable – over dig)	\$25.00 per ton
4	Transportation and disposal of non-impacted soil (unsuitable- over dig)	\$25.00 per ton
5	Demolition, removal, transport and disposal of underground concrete remnants	\$30.00 per ton
6	Excavation, transportation and disposal of clean construction and demolition debris	\$25 per ton
7	UST removal (tank of <5000 gal capacity)	\$5,500 per tank
8	UST removal (tank of 5000-10,000 gal capacity)	\$8,500 per tank
9	UST removal (tank of >10,000 gal capacity)	\$12,000 per tank
10	Bulk UST pump-out (liquids)	\$.50 per gal
11	Waste characterization sample analysis and obtain disposal authorization	\$2000.00 per sample
12	Contaminated water – drummed	\$300.00 per drum
13	Contaminated water – bulk disposal	\$.50 per gallon
14	Contaminated water – bulk permitted MWRD	\$.15 per gallon
15	Additional pavement base material CA-6	\$38.00 per cubic yard
16	Site Survey – for verification of additional excavation/backfill quantities	\$2000 per site survey

#### NOTES:

- Unit prices will be used for beyond the limits identified on the drawings, specifications Soil Report and Environmental Report in Book 3. Refer to drawings and specifications for soil contamination limits, UST allowance quantities, and contaminated groundwater quantities that are to be included in the base contract price.
- 2. All work associate with the above unit prices shall be approved by the Commissioner's Representative in writing prior to proceeding.
- 3. Environmental unit prices include the removal of unforeseen underground storage tanks and associated products, sludge and contaminated soil associated with the UST basin.

	\$ AMOUNT
Work	9,126,035
SUB-TOTAL SUB-TOTAL	
Commission's Contingency Fund	\$200,000.00
TOTAL BASE BID	9, 326,035

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):

(\$\frac{8,971,645.67gn}{}

SURETY: Please specify full legal name and address of Surety:
Travelers Casualty & Surety Co. of America
215 Shuman
Naperville, IL 60563

••0••

9,126,035.00 + 200,000.00 + 9,326,035.00 \*

02/21/2007 ENGINE COMPANY 70

#### B. Acceptance of the Bid

Commission Expires: 02/25/08	OFFICIAL SEAL PATRICIA A SWANSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/25/08
State of IL Subsoffbed and sworn to before me on this 6th  Notary Public Signature	_day of <u>March</u> , 20 <u>07</u> . (SEAL)
NOTARY PUBLIC County of Cook State of IL	
Signature	
If a Sole Proprietorship:	
Partner	Address
Partner	Address
Partner	Address
If a Partnership:	
Kathleen M. Palumbo CORPORATE SEAL	Title
By Kathleen m. Palumbo	Secretary
Robert C Blum	President Title of Signatory
If a Corporation:	
Castle Construction Corporation Contractor Name	3062 W. 167th Street, Markham, IL 60428 Address
CONTRACTING PARTY (Print or type names underneath all signatures)	
Secretary Secretary	Mailman
PUBLIC BUILDING COMMISSION OF CHICA	60 8.00 mg. l
IN WITNESS WHEREOF, the parties hereto have caused counterparts the day and year first above written.	this instrument to be executed in two (2) original

### C. Corporate Resolution (if a Corporation)

I, the undersigned, D	O HEREBY CERTIFY that the following is a complete, true and correct copy of
certain preambles and	resolutions of the board of directors of
<u>Castle Const</u>	ruction Corporation
a corporation duly org	ganized and existing under the laws of the State of Illinois and
authorized to do busi	ness in the State of Illinois, which resolutions were duly adopted at a duly called
meeting of said board	held on, 20, a quorum being present, and are set
torus in the minutes of	if said meeting; that I am the keeper of the corporate seal and of the minutes and
records of said corpora	ation; and that the said resolutions have not been rescinded or modified:
WHEREAS, this corp	poration submitted a bid, dated March 6th , 2007 to the Public
<b>Building Commission</b>	of Chicago, for Contract No. 1454 of said Commission;
NOW, THEREFORE,	BE IT RESOLVED: That the president or vice president and the secretary or
assistant secretary of t	his corporation be, and they are hereby, authorized and directed to execute contracts
for and on behalf of an	d under the name and seal of this corporation; and
authorized and directe	SOLVED: That the aforesaid officers of this corporation be, and they are hereby, d to execute and deliver to the Commission, for and on behalf of this corporation, ments as may be necessary or pertinent to a contract, and to do and perform any and hereto.
I FURTHER CERTIFY and now acting as such	Y that the following-named persons are the officers of this corporation duly qualified
President:	Robert C. Blum
Vice President:	Michael A. Jarigese
Secretary:	Kathleen M. Palumbo
Treasurer:	Robert C. Blum
Assistant Secretary:	
<u>0 222                                 </u>	EOF, I have hereunto subscribed my name and affixed the seal of said corporation, March, 20_07.
Kathler Secretary Kathleen	<u>1171, falum50</u> M. Palumbo

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#### III. PROPOSAL SUPPORT DOCUMENTS

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

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

#### 1. Instructions

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

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

2. Award Criter	ia Formula	9, 326, 035,00 gm
Line 1.	Base Bid, in figures	9,326,021.00
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	0.35
Line 3.	Multiply Line 2 by Line 1 by 0.04	130,564.29 PCB
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	0.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	139 890.32
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	46, 630. 4° 2°
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0.05
Line 9.	Multiply Line 8 by Line 1 by 0.04	18,652.04

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construction of the project. (Maximum figure 0.10)	
Line 11. Multiply Line 10 by Line 1 by 0.03	
Line 12. Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	
Line 13. Multiply Line 12 by Line 1 by 0.01 4, 663.01	
Line 14. Summation of Lines 3, 5, 7, 9, 11, and 13	
Line 15. Subtract Line 14 from Line 1 (= "Award Criteria Figure")  8,971,632.20  8,971,645.	
Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 8,971,632.20	
3. Community Hiring Bonuses 8,971, 645, 67	m

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a) In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part III.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b) In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part III "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

#### **Definitions**

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

#### 4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage

Contract No. 1454

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

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

Line 1 x 04 100

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

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

Line 1 x 03 100

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

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

> Line 1 x 01 100

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

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

#### Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on

Contract No. 1454

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

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

#### Major Trades

Asbestos Workers Boiler Makers Bricklayers Carpenters Cement Masons Electricians

Elevator Construction Glaziers Mechanists Machinery Movers Ornamental Iron Workers

Lathers

Operating Engineers

**Painters** 

Pile Driver Mechanics Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

Sheet Metal Workers Sprinkler Fitters Technical Engineers Tuck Pointers

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

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

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

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

TRADE PARTICIPATION <u>Carpenters</u>	PERCENT OF MINORITY 50%
Labor	50%
Bricklayers	50%

Contract No. 1454

### IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

#### Affidavit Of Noncollusion

STATE OF ILLINOIS )	
COUNTY OF COOK } SS	
Robert C. Blum	_, being first duly sworn, deposes and says that:
(1) He/She is President	
(Owner, Partner, Officer, Representative or Agent) of Castle Construction Corporation	
the Bidder that has submitted the attached Bid;	
(2) That Bidder is fully informed respecting the prep pertinent circumstances respecting such Bid;	paration and contents of the attached Bid and of all
(3) Such Bid is genuine and is not a collusive or share	n bid;
(4) Neither Bidder nor any of its officers, partners parties in interest, including this affiant, has in any way or indirectly, with any other Bidder, firm, or person to st the Contract for which the attached bid has been submitt such Contract, or has in any manner, directly or incommunication or conference with any other Bidder, of attached bid or in that of any other Bidder, or to fix any or any other Bidder, or to secure through any collusion, co advantage against the Public Building Commission of Contract; and	ubmit a collusive or sham bid in connection with ted or to refrain from bidding in connection with directly, sought by agreement or collusion or irm, or person to fix the price or prices in the verhead, profit, or cost element of the bid price of assiracy, connivance or unlawful agreement any
(5) The price or prices quoted in the attached Bid collusion, conspiracy, connivance, or unlawful agreement representatives, owners, employees, or parties in interest, in	are fair and proper and are not tainted by any at on the part of the Bidder or any of its agents, including this affiant.
(Signed) Robert Column President (Title)	
Subscribed and sworm to before me this <u>6th</u> day of	<u>March</u> 20 <u>07</u>
/ MM INWW	,, <u>,</u>
Notary Public, State of Illinois (Title) My Commission expires: 02/25/08	OFFICIAL SEAL PATRICIA A SWANSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/25/08
Y	, m

Contract No. 1454

### SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1.	Na	ame of joint venture	N/A
2.	Ac	ddress of joint venture	
3.	Ph	one number of joint venture	
4.	Ide	entify the firms that comprise the joint venture	
	Α.	Describe the role(s) of the MBE/WBE firm(s portion of work" must here be shown as und	s) in the joint venture. (Note that a "clearly defined er the responsibility of the MBE/WBE firm.)
	В.	Describe very briefly the experience and bus venturer.	iness qualifications of each non-MBE/WBE joint
5.	Na 	ture of joint venture's business	
6.	Pro	ovide a copy of the joint venture agreement.	
7.	Оw	mership: What percentage of the joint venture	is claimed to be owned by MBE/WBE?%
8. Specify as to:			
	A.	Profit and loss sharing	
	В.	Capital contributions, including equipment	%
	C.	Other applicable ownership interests, including restrict ownership or control.	ng ownership options or other agreements which
	D.	Describe any loan agreements between joint	venturers, and identify the terms thereof.

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

Α.	Fin	ancial decisions N/A
В.	Ma	nagement decisions such as:
1	)	Estimating
2	)	Marketing and Sales
3	),	Hiring and firing of management personnel
4	)	Other
C.	Puro	chasing of major items or supplies
D.	Sup	ervision of field operations
E.	Sup	ervision of office personnel
	reim	cribe the financial controls of the joint venture, e.g., will a separate cost center be established; ch venturer will be responsible for keeping the books; how will the expense therefor be bursed; the authority of each joint venturer to commit or obligate the other. Describe the nated contract cash flow for each joint venturer.
G.	State	approximate number of operational personnel, their craft and positions, and whether they be employees of the majority firm or the joint venture.
-leas	e sta	ite any material facts of additional information pertinent to the control and structure of this ure.

Contract No. 1454

#### SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

N/A	
Name of Joint Venturer	Name of Joint Venturer
Signature	Signature
Name	Name
Title	Title
Date	Date
State of County of	State of County of
On this day of, 20,	On this day of, 20_
before me appeared (Name)	before me appeared (Name)
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)	to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)
to execute the affidavit and did so as his or her free act and deed.	to execute the affidavit and did so as his or her free act and deed.
Notary Public	Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

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

### SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE

SUBMITTE	D MLI H BID
Name of Project: FIRE STATIO	N #70
Project Number: 1454	
FROM: KEXCAUATING J	MAR WIDE
(Name of MBE or WRE)	WDGWBB
TO: CASTLE CONSTRUCTION (Name of General Bidder)	and Public Building Commission of Chicago
The modesies of beaute to pure.	
The mineral Buck intends to bestout mark in connect	ion with the above-referenced project as (check one):
a Sole Proprietor	я Согрозайон
a Partnership	a Joint Venture
The undersigned is prepared to provide the following	firmed by the attached Letter of Cortification, dated a case where the undersigned is a Joint Venture with a flidavit, is provided.  g described services or supply the following described
goods in connection with the above-named project,	EXCHANON + SINEWACK
The above-described services or goods are offered dipulated in the Contract Documents.	for the following price, with terms of payment as

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

#### PARTIAL PAY ITEMS

For any of the above homs that are partfal pay it amount:	ems, specifically describe the work and subcontract dollar
If more space is needed to fully describe the M schedule, attach edditional sheet(x).	BE/WBE firm's proposed scope of work and/or payment
SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBH/WBE	subcontraut will be subjet to non-MBE/WBE contractors.
	subcontract will be subtet to MBE/WBE contractors.
	contracting any of the work described in this Schedule, a more than 10% percent of the value of the MBB/WBE rief explanation and description of the work to be sublet
The undersigned will enter into a formal agreementationed upon its execution of a contract with so within five (5) working days of receipt of a not by:	oement for the above work with the General Bidder, the Public Building Commission of Chicago, and will do ice of Contract award from the Commission.
Name of MBE/WBE Pirm (Print)	Signature (SIAUCINS
Dete 708-974-0362	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	MBE WBE Non-MBE/WBE



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Barbara A. Lumpkin Chief Procurement Officer

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

August 30, 2006

Mary Sievers, President

M & K Excavating, Inc.
10910 South Eastwood Drive
Palos Hills, Illinois 60465

Dear Ms. Sievers:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. Inlight of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until September 1, 2007.

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

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

Hauling; Excavating; Snow Plowing; Grading

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

Sincerely,

Lori Afin Lypsofi

Deputy Procurement Officer

mck





Contract No. 1454

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

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

## SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: <u>Engine Company</u> 70	
Project Number: <u>1454</u>	
FROM:	•
Das Midwest Construction Co (Name of MBE or WBE)	MBE <u>X</u> WBE
TO:	
Castle Construction Corporation (Name of General Bidder)	and Public Building Commission of Chicago
The undersigned intends to perform work in connection with	th the above-referenced project as (check one):
a Sole Proprietor	X a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned is confirmed In addition, in the case non-MBE/WBE firm, a Schedule B, Joint Venture Affidavi	by the attached Letter of Certification, dated where the undersigned is a Joint Venture with a t, is provided.
The undersigned is prepared to provide the following descretoods in connection with the above-named project.  Carpentry	ribed services or supply the following described
· ·	
The above-described services or goods are offered for the tipulated in the Contract Documents.	he following price, with terms of payment as

Contract No. 1454

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

#### PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:		
If more space is needed to fully describe the MBE schedule, attach additional sheet(s).	WBE firm's proposed scope of work and/or payment	
SUB-SUBCONTRACTING LEVELS		
% of the dollar value of the MBE/WBE sub-	contract will be sublet to non-MBE/WBE contractors.	
% of the dollar value of the MBE/WBE sub-	contract will be sublet to MBE/WBE contractors.	
zero (0) must be filled in each blank above. If me	tracting any of the work described in this Schedule, a ore than 10% percent of the value of the MBE/WBE explanation and description of the work to be sublet	
The undersigned will enter into a formal agreen conditioned upon its execution of a contract with the so within five (5) working days of receipt of a notice By:	nent for the above work with the General Bidder, Public Building Commission of Chicago, and will do of Contract award from the Commission.	
Das Midwest Construction Co.	DC Fields	
Name of MBE/WBE Firm (Print)	Signature Danton C. Fielder	
Date 173-264-5200	Name (Print)	
Phone		
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MPE WPE No MPENYDE	
Phone	MBE WBE Non-MBE/WBE	



City of Chicago Richard M. Daley, Mayer

Department of Procurances: Services

Borbara A. Lumpkin Chief Procurement Officer

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

August 24, 2006

Danton Fielder, CEO

D & S Midwest Construction Co.

11509 S. Elizabeth Street

Chicago, IL 60643

Annual Certificate Expires: Vendor Number:

August 1, 2007 1070963

Dear Mr. Fielder:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until August 2010; however your firm must be revalidated annually. Your firm's next annual validation is required by August 1, 2007,

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

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

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

#### **Carpentry Services**

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

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

Sincerely.

Deputy Procurement Officer

LAL/ymi





Contract No. 1454

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

## SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: ENGINE Company	70
Project Number:	
FROM:	
(Name of MBE or WBE)	MBE WBE
TO:	
(Name of General Bidder)	and Public Building Commission of Chicago
The undersigned intends to perform work in connection	with the above-referenced project as (check one):
a Sole Proprietor	a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned is confirm  In addition, in the confirmment of the undersigned is confirmment.  In addition, in the confirmment of the undersigned is confirmment.	
The undersigned is prepared to provide the following d goods in connection with the above-named project.	escribed services or supply the following described
The above-described services or goods are offered for stipulated in the Contract Documents.	or the following price, with terms of payment as

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

#### PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:		
If more space is needed to fully describe the M schedule, attach additional sheet(s).	BE/WBE firm's proposed scope of work and/or payment	
SUB-SUBCONTRACTING LEVELS		
$\sim$	subcontract will be sublet to non-MBE/WBE contractors. subcontract will be sublet to MBE/WBE contractors.	
zero (0) must be filled in each blank above. If	contracting any of the work described in this Schedule, a f more than 10% percent of the value of the MBE/WBE prief explanation and description of the work to be sublet	
The undersigned will enter into a formal agr conditioned upon its execution of a contract with so within five (5) working days of receipt of a not By:	reement for the above work with the General Bidder, at the Public Building Commission of Chicago, and will do tice of Contract award from the Commission.	
GAB MASSARY MC Name of MBE/WBE Firm (Print)	Signature George A GARAL	
03 06 07 Date 773 264-2780 Phone	Name (Print)	
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print)	
Phone	MBE WBE Non-MBE/WBE	



lity of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 312) 744-4900 312) 744-2949 (TTY) http://www.cityofchicago.org February 6, 2007

Anthony Garth, President George Anthony Garth Masonry, Inc. d/b/a G.A.G Masonry, Inc. 11509 South Elizabeth Street Chicago, IL. 60643

Annual Certificate Expires: Vendor Number:

February 1, 2() 08

50066253

Dear Mr. Garth:

We are pleased to inform you that **George Anthony Garth Masonry, Inc.** has been certified as an **MBE** by the City of Chicago. This **MBE** certification is halid until **February 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2008**.

As a condition of continued certification during this five year period, you must file a North-Change Affidavit within 60 days prior to the date of expiration. Failure to file to is Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your film or any other matters or facts affecting your firm's eligibility for certification.

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

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

#### **Masonry Contractor**

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

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

Sincerely,

Lori Ann Lypson ( / /// Deputy Procurement Officer

LAL/wld



Mar. 06 2007 08:49AM P2

#### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1454

SCREDULE C - Letter of Intent from MBE/WBR To Perform As Subcontructor, Subconsultant, and/or Material Supplier (1 of 2)

## SCHEDULE C AND SUPPORTING DOCUMENTS MUS

SUBMITTE	D WITH BID
Name of Project ENGINE &	o. # 70
Project Number:	
PROM:	
Charle of MBB or WBB)	MBEWBE
Name of General Bidder)	and Public Building Commission of Chicago
The undersigned intends to perform work in connection	with the above-referenced project as (check project
a dold Proprietor	X
a Partnership	a Corporation
The MBE/WBE status of the undersigned is confirm on-MBE/WBE first, a Schedule B, Joint Venture Affice	a Joint Venture  ned by the anached Letter of Certification, daired  sa where the undersigned is a Joint Venture with a  lavit is provided.
the undersigned is prepared to provide the following depots in connection with the above and	escribed services or supply the following described  EIECTRIC To STALLATION
to above-described services or goods are offered for pulsted in the Contract Documents.	the following price, with terms of payment as

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

PARTIAL PAY ITEMS	· · · · · · · · · · · · · · · · · · ·
For any of the above items that are partie arrount:	) pay items, specifically describe the work and subcontract doll
If more space is needed to fully describe schedule, attach additional sheet(s).	the MBE/WHE firm's proposed scope of work und/or paymen
SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/	WBE asbecomment will be subjet to non-MBE/WBE contractors.
THE OF THE COURT VENUE Of the MER!	WBB subcontract will be sublet to MBE/WBE contractor
IT MISES WISE subcontractor will not be su	b-subcontracting any of the work described in this Schedule, a 10. If more than 10% percent of the value of the MBR/WBE et a brief explanation and description of the work to be sublet
The undersigned will cuter into a forma	l agreement for the above work with the General Bidder, with the Public Building Commission of Chicago, and will do a sotion of Commet sward from the Commission.
DENEX	
Name of MBE/WEE Firm (Print)	Signature NAND W-BELAN
Phone: 847 964-0/00	Name (Print) N - EELAN
if applicable: By:	
Joint Venture Partner (Print)	Signature
Ans.	Name (Print)
none	MEHWEE_ Non-MREAUDE



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Barbara A. Lumpkin Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofchicago.org July 13, 2006

Nand Belani, President Genex Corporation 1411 Opus Place, Suite 120 Downers Grove, Illinois 60515

Dear Mr. Belani:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until April 1, 2007.

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

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

Engineering and Drafting Services; Contract Engineering; Database Services; Information Technology; Electrical Distribution Systems; Inspection and Testing of Materials

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

Sincerely,

Deputy Procurement Officer

mck





Contract No. 1454

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

Name of Project: _ Engine Comp	any 70		
STATE OF ILLINOIS }   SS     COUNTY OF COOK }		5.	
In connection with the above-captioned	contract, I HEREBY DECLARE	AND AFFIRM t	that I am the
President			
Title			
and duly authorized representative of			
Castle Construction Cor	poration		
Name of General Contractor			
whose address is	·		
3062 W. 167th Street		. <del></del>	
in the City of Markham	, State ofIllinois	S	
and that I have personally reviewed	the material and facts submitted	with the attach	ned Schedules of
MBE/WBE participation in the above	e-referenced Contract, including	Schedule C and	d Schedule B (if
applicable), and the following is a state	ment of the extent to which MBE/	WBE firms will	participate in this
Contract if awarded to this firm as the (	Contractor for the Project.		T Lass min
	I	1	
Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C		oward MBE/WBE oals
	, and believed to	MBE	WBE
MAK EXCAURTONG	EX AUATEUN SETTENDUL	\$	\$ 390,00

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C		ward MBE/WBE als	
		MBE	WBE	
MAK FRIADATONG	EXAMPTION STITUDU	Cs.	\$ 390,000	
D&S MEDWEST	CAMPENIN	\$ 127,000	\$	
Mars cary Huse	HUPE	\$	\$	RCB
G.A.C MASONLY	MASONW	\$1,500,000	\$	~~~
Candob Steel	Stech	\$	\$	ReB
COENER COMP.	ELETHER	\$ 800,000	\$	
		\$	\$	
	Total Net MBE/WBE Credi	1 \$ 24 27,000	s 390,000	
	Percent of Total Base Bio	1 26 %	4.1%	

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1454

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

SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/WBE subconti	ract will be sublet to non-MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontract zero (0) must be filled in each blank above.	ing any of the work described in this Schedule, a
If more than 10% of the value of the MBE/WBE subcexplanation and description of the work to be sublet must	contractor's scope of work will be sublet, a brief be provided.
The undersigned will enter into a formal agreement MBE/WBE firms, conditioned upon performance as Co will do so within five (5) business days of receipt of a not	ntractor of a Contract with the Commission and
By:	
Castle Construction Corporation	
Name of Contractor (Print)	Signature
March 6th, 2007	Robert C. Blum
Date (708) 339-2600	Name (Print)
Phone	
IF APPLICABLE:	
By:	
•	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone/FAX	MBE WBE Non-MBE/WBE

### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1454

### SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: March 6th, 2007
Montel M. Gayles, Executive Director Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago, IL 60602
Dear Mr. Gayles:
RE: Contract No. 1454
Project Title: Engine Company 70
In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:
Documentation attached: yes no
Based on the information provided above, we request consideration of this waiver request.
Sincerely,
Signature
Robert C. Blum Print Name
President Title
Castle Construction Corporation Name of Firm

Contract No. 1454

### Affidavit of Uncompleted Work

### A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	Markman	Convecto.	South Addition	Jerm 2 Signs		
Contract With	Chicago	1	United	United	Page	
Estimated Completion Date	1/06	08/06	06/06	03/06		e della e periodicale Esperante
Total Contract Price	3,006,000	•		684,000		34,981,000
Uncompleted Dollar Value if Firm is the GC	1	1	•	247,000		12,048,00
Uncompleted Dollar Value if Firm is a Subcontractor					***************************************	1,2,-11,000
			TOTAL V	ALUE OF ALL	WORK	47,029,00

### B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork	0	0	0	0		0
Demolition	0		0	0		0
Sewer and Drain	0	0	0	0		
Foundation	. 0	0	0	0		ව
Painting	0		0	0		0
Struct. Steel (Bldg Const.)	0	0	0	0		0
Ornamental Steel (Bldg Construction)	0	0	0	0		<u> </u>
Miscellaneous Concrete	0	0	0	0		0
Fireproofing	0	0	0	0		0

### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1454

	1	2	3	4	Awards Pending	TOTALS
Masonry	0	Q	Q		and the second second	0
H.V.A.C.	0	و و	0		and - en est data services	0
Mechanical	0	0			## ca-	0
Electrical	0	0	Q	0		0
Plumbing	0	0	0	0	1	0
Roofing & Sheet Metal			0	0		0
Flooring & Tile Work	0	Q	0	0		0
Drywall & Plaster Work	0			0		0
Ceiling Construction		Ō	0			0
Hollow Metal & Hardware	0	0				0
Glazing & Caulking	0	9	0			Ð
Miscellaneous Arch. Work	0	0	0	0	** ** ** ** ** ** ** ** ** ** ** ** **	0
Landscaping		0	0	0		Q
Fencing	0	0	0	Q		<b>Q</b>
Others (List)		9	0	0	1	0
						, maranana - La
		entett en				**************************************
		1	1			
_						,
			Total Inches			
TOTALS	0	0	0			0

Contract No. 1454

### C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	450bs	345,065	22 5 Uh.	4506	
Type of Work	Vories	Varies	Vanies	Vacies	
Subcontract Price	2.552.000	22 862 000	E 049 000	4 sub, Veries 515,000	
Amount Uncompleted	1668 000	345 whs Varies 22,852,000	2501000	775.00	·
Subcontractor	1	<del>(, , , , , , , , , , , , , , , , , , , </del>	2,341,000	224,000	
Type of Work					
Subcontract Price		7-18-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	7. 3. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		
Amount Uncompleted					
Subcontractor					
Type of Work		WIE 45-1			
Subcontract Price			manual de la companya del companya de la companya del companya de la companya de		<del></del>
Amount Uncompleted	1, (red) Blake jegovajskih	7712			· · · · · · · · · · · · · · · · · · ·
Subcontractor					
Type of Work		······································			
Subcontract Price					With the second
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor		and the state of t			
Type of Work					
Subcontract Price					
Amount Uncompleted					<del></del>
TOTAL Uncompleted					

Contract No. 1454

### Affidavit of Uncompleted Work (continued)

uncompleted contracts of the undersigned	for Federal, State, County, City, and private work including ALL
subcontract work, ALL pending low bids r	not yet awarded or rejected, and ALL estimated completion dates.
	March 6th, 2007
Signature	Date
Robert C. Blum	President
Name (Type or Print)	Title
Castle Construction Corpora Bidder Name 3062 W. 167th Street Address Markham, I1 60428 City State	tion  Zip
Subscribed and sworm to before me this 6th day of March Notary Public	, 20 <u>07</u> (SEAL)
Commission expires:02/25/08	OFFICIAL SEAL PATRICIA A SWANSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/25/08
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

### Castle Construction Corporation AIA A305 3.4 – Projects In Progress

Project	Owner	Architect	Amount/ Contract/ <u>Size</u>	% Complete	Scheduled Completion <u>Date</u>
O'Hare Blast Mitigation New	Bovis Lend Lease Chuck McCoy 773-462-1234	SCB & Associates Dan Lew 312-896-1100	\$ 938,000 General 34,600 sf	2%	20/60
O'Hare Baggage Induction Rehab	Bovis Lend Lease Sean Palumbo 773-601-3607	SCB & Associates \$ 1,555,500 Dan Lew 312-896-1100 500 sf	\$ 1,555,500 General 500 sf	2%	70/70
Roseland Hospital New	Roseland Hospital Girad Jenkins 773-400-0874	PSA Dewberry Marty Leibrock 630-548-7007	\$ 4,200,000 General/CM 14,500 sf	10%	08/07
O'Hare Restrooms 3 Locations Rehab	CARE Michael Collins 773-894-3751	RB&J Architects Sung Jim 312-832-0601	\$ 3,090,000 General 5,300 sf	26%	02/07
Outdoor Amphitheater New	Country Club Hills, IL Deborah McIlvain 708-798-7352	Tria Architecture James A. Petrakos 708-598-8742	\$ 6,930,000 General -LEED 8,000 sf	<b>%</b> 66	03/07
Train & Bus Wash 3 Sites Rehab & Add	Chicago Transit Auth. Robert Hoelscher 312-258-1992	Primera Engineers Lourdes Gonzalez 312-606-0910	\$ 9,865,000 General 68,000 sf	44%	04/07

Castle Construction Corporation AIA A305 3.4 – Projects In Progress	rporation In Progress (Continued)		Amount/	č	Scheduled
Project	Owner	Architect	Contract/ Size	% Complete	Completion <u>Date</u>
United Airlines Elevator O'Hare Airport Modernization	United Airlines John Lass 773-462-1234	Solomon Cordwell Dan Lew 312-896-1100	\$ 4,153,300 General 13 Units	36%	03/08
United Airlines-Term 1 O'Hare Airport Lobby Rehab	United Airlines Mark Schoonveld 773-462-1234	Campbell Tiu Kevin Campbell 312-922-4244	\$ 4,881,000 General 6 Phases	64%	03/07
Provident Hospital Chicago New & Rehab	Cook County Jerome Peters 312-603-0329	McDonough Assoc \$ 3,747,000 Gary Mundinger General - LE 312-946-7145 12,200 sf	\$ 3,747,000 General - LEED 12,200 sf	%02	04/07
Tolentine Hyde Chicago Rehab	Augustinians Fr. David Brecht 708-748-9500	TKA Partners Thomas Kapusta 312-463-1600	\$ 2,920,000 Design/Build 14,800 sf	05%	20/20
Tolentine Center Olympia Fields Rehab	Augustinians Fr. David Brecht 708-748-9500		\$ 1,793,000 Design/Build	%68	12/06

100%

\$ 3,072,000

STV

General 6 Units

Fred Desidero 312-553-0655

City of Chicago Elston Guarin 773-894-3686

Walkways O'Hare Airport Modernization

## Castle Construction Corporation AIA A305 3.4 – Projects In Progress (Continued)

Project	Owner	Architect	Amount/ Contract/ <u>Size</u>	% Complete	Scheduled Completion Date
Whittier School Harvey, Illinois Addition	School District #152 Dr. Lela Bridges 708-333-0300	W. E. Brazley William Brazley 708-748-3010	\$ 7,692,000 CM 39,900 sf	% 66	12/07
United Airlines-South O'Hare Airport Addition	United Airlines Steve Cleary 773-601-5151	Solomon Cordwell Dan Lew 312-896-1100	\$ 7,200,000 General 18,600 sf	91%	01/07
Convocation Center Chicago State Univ. New	Capital Develop Board James Reimer 217-782-8527	W. Brazley William Brazley 708-748-3010	\$35,000,000 CM/General 172,000 sf	<b>%96</b>	04/07
Term. 5 Lobby O'Hare Airport Rehab	Bovis Steve Cleary 773-462-1234	Austin AECOM Doug Kern 312-373-7628	\$ 6,663,000 General 16,300 sf	<b>%66</b>	01/07

Contract No. 1454

STATE OF ILLINOIS 3
} SS
COUNTY OF COOK }
Robert C. Blum, being first duly sworn, deposes and says that:
1. He/She is President
(Owner, Partner, Officer)
of Castle Construction Corporation
(the name of the Bidder that has submitted the attached Bid);
<ol> <li>Bidder, or partner with at least 50% interest in joint venture Bidder, [] is [] is not a "Local Business" as defined by the provisions of Section 22.18 of the Standard Terms at Conditions (Book 2).</li> </ol>
3. Bidder, or partner with at least 50% interest in joint venture Bidder, [] does locations outside the corporate limits of the City of Chicago.
If other business locations exist, provide business addresses and phone numbers:
4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs (insert number) regular full-time people, (insert number) of whom work at busines location(s) within the corporate limits of the City of Chicago.
5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, [] is [] is not subject to City of Chicago taxes.
Proved dome
(Signed) Robert C Blum (Title)
Subscribed and swort to before me this 6th day of March ,20 07
(SEAL)
Notary Public, State of Illinois  OFFICIAL SEAL  PATRICIA A SWANGER
(Title) } FAIRICIA A SWANSON {
My Commission expires: 02/25/08 NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 02/25/08

Contract No. 1454

### Statement Of Bidder's Qualifications

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

Bidder	Castle Construction Corporation
Submitted By	Robert C. Blum
Title	President
Permanent Main Office Address	3062 W. 167th Street, Markham, Il 60428
Local Address	Same
Local Telephone No. and FAX No.	(708) 339-2600 (708) 339-2659
How many years operating as contractor for wor	k of this nature? <u>26 Years</u>
List of recently completed contracts of similar do	ollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.				
2.		7.00.00.00.00.00.00.00.00.00.00.00.00.00		1-506-10-20-00-
3.	The state of the s			
4.				
5.	1700-1		<del>                                     </del>	
6.				
7.		7000 0000	<del>                                     </del>	
8.	70 19 14 14 14 14 14 14 14 14 14 14 14 14 14		+	



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GRANTED TO NON\*TRANSFERABLE
BY THE AUTHORITY OF THE CHTY OF CHICAGO, THE POLICYMING SPECIFIED LICENSE IS HEREBY.

CASTLE CONSTRUCTION CORP

л.: 3062 W. 167.ST., Apt./Sulte Маккнам, II. 60426 CONSTRUCTION CORP DBA: CASTLE

CODE: 1010 54743

LICENSE NO:

\$\*\*\*\*281.25

Limited Business Licens

SECRETARY: MARY BERGIN PRESIDENT ROBERT

ö

PRINTED

\$\*\*\*\*281,25

TE APPLICATION TO EOFILLING THE SHALL OF THE STATE ICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE HERESENTATIONS IN SUSPENDED BY LAW LICEN ORDINANCES, RILLES AND HEQUEATONS OF THE UNITED STATES GOVERNORD IN T

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

DAY OF FEBRUARY , 2007 15

DREV NO.

THIS LICENSE MUST BE POSTED IN A CONSPICTOUS PLACE UPON THE LICENSED PREMISES. THANS NO.

INCOR

Deputy

DRED DOCUMENT ON WHITE PAPER

THE FACE OF TH

## Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects

AIA A305 3.5 – Recently Completed	y Completed Projects		Amount	Actual/		
Project	Owner	Architect	Contract/ Size	Planned Completed	% of Work Self-Performed	
Indiana University Gary, Indiana New	Indiana University John Sarber 317-278-1676	Blackburn Architect \$12,205,000 12/06 Patrick K. Luzadder CM/General 317-875-0544 157,800 sf	t \$12,205,000 r CM/General 157,800 sf	12/06	25%	
Land & Lakes Waste Transfer New Facility	Land & Lakes Mike Swiatowiec 847-825-5000	HDR Engineering Robert Gorski 773-380-7951	\$ 3,187,900 06/06 General 33,100 sf	90/90	12%	
Heritage Bank New Lenox, II New	Heritage Bank Patrick Roe 815-469-7600	Arete' 3 Ltd. Charles Smith 708-342-1250	\$ 2,838,300 05/06 CM 6,900 sf	90/20	%90	
United Airlines-Term 2 O'Hare Airport Corridor Rehab	United Airlines Chuck McCoy 773-462-1234	DeStefano John Winner 312-836-4321	\$ 684,000 03/06 General 50,000 sf	90/20	%60	
United Airlines-Tech O'Hare Airport Rehab	United Airlines Mark Schoonveld 773-462-1234	Folgers Architects Kent D. Folgers 312-939-0550	\$ 7,825,247 04/06 General 6,600 sf	04/06	12%	
United Airlines-Lobby O'Hare Airport Rehab	United Airlines Steve Cleary 773-601-5151	Folgers Architects Kent D. Folgers 312-939-0550	\$ 2,287,065 03/06 General 8,000 sf		14%	
Salt Dome Sprung Structure Chicago, Il	Rodriquez & Assoc.	Bauer Latoza Std. James Vanek 312-567-1000	\$ 903,856 General/CM 1 25,900 sf	12/05 12/05	51%	

AIA A305 3,5 - Recently Completed	y Completed Projects (Continued)	ntinued)		Amount	Actual/
<u>Project</u>	Owner	Architect	Contract/ <u>Size</u>	Planned <u>Completed</u>	% of Work Self-Performed
Atlgeld Gardens Chicago New	Chicago Housing Auth Roslyn Johnson 312-742-9363	Holabird & Root Morris Neal 312-726-5960	\$ 1,083,500 11/05 General 11/05 4,100 sf	11/05	46%
Marquette Sch Junedale Sch Gary, Indiana	Gary Community	DeTella Planera Ron DeTella 708-754-4040	\$29,750,462 10/05 General 10/05 93,800 sf	10/05 10/05	15%
Mujeres Latinas Chicago, Illinois Rehab	Mujeres Latinas Carmello Maldonado 312-226-1544	Rodriquez & Assoc \$ 2,109,088 10/05 Ozzie Rodriguez General 10/05 312-726-7505 13,800 sf	\$ 2,109,088 General 13,800 sf	10/05 10/05	30%
Elevated Park Str. ElevatorO'Hare. Rehab	DOA Leo Karoll 773-908-1030	DOA Leo Karoli 773-908-1030	\$5,650,717 General 22 Elevators	10/05 10/05	24%
Holmes School Harvey, Illinois Addition	School District #152 Dr. Lela Bridges 708-333-0300	W. E. Brazley William Brazley 708-748-3010	\$3,621,025 CM 22,200 sf	09/05 09/05	%60
Bryant School Harvey, Illinois New	School District #152 Dr. Lela Bridges 708-333-0300	W. E. Brazley William Brazley 708-748-3010	\$6,454,536 General 66,000 sf	07/05	22%

Corporation	infly Completed Projects (Continued)
Castle Construction Corporation	O

AIA A305 3.5 - Recently Completed	y Completed Projects (Continued)	ıtinued)		Amount/	Actual/	
Project	Owner	Architect	Contract/ Size	Planned Completed	% of Work Self-Performed	
American Airlines Ohare Term 3 New	McHugh/Riteway Lesa Rosenthal 773-462-0390	Murphy/Jahn 312-427-7300	\$805,266 Masonry 20,500 sf	09/05 09/05	41%	
Faith Temple Church Chicago, Illinois Addition	Faith Temple Church Charles McGitl 773-846-8700	luro & Associates George Vazquez 312-795-0772	\$2,157,365 General 8,600 sf	05/05 05/05	46%	
Lindop Sch – Phase 2 Broadview, Illinois Rehab	School District #92 Dr. Jerry Jordan 708-345-3110	URS Corporation Dan Youngman 312-939-1000	\$3,687,304 CM/General 62,500 sf	05/05 05/05	24%	
Morton Freshman HS Cicero, Illinois New	School District #201 James Cunneen 708-222-5705	DeTella, Planera Ron DeTella 708-754-4040	\$27,865,746 08/04 CM/General 08/04 208,900 sf		13%	
Sykuta Elem. School County Club Hills, II Addition	School District #160 Ilandus Hampton 708-957-6200	DeTella, Planera Ron DeTella 708-754-4040	\$4,256,194 CM 26,000 sf	08/04 08/04	11%	
22 <sup>nd</sup> District Police St Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	Vistara Donna Green 312-986-8660	\$12,538,855 06/04 General 06/04 43,700 sf		%80	

Castle Construction Corporation AIA A305 3.5 – Recently Complet	Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects (Continued)	ntinued)		Amount	Actual/
Project	Owner	Architect	Size	Completed	% or work Self-Performed
Lindop School Broadview, Illinois Addition	School District #92 Dr. Jerry Jordan 708-345-3110	URS Corporation Dan Youngman 312-939-1000	\$4,322,090 CM/General 32,500 sf	05/04 05/04	21%
Sykuta Elem. School County Club Hills, Il Addition	School District #160 Ilandus Hampton 708-957-6200	DeTella, Planera Ron DeTella 708-754-4040	\$2,287,476 General 26,000 sf	08/04 08/04	15%
Oak Park Garage Oak Park, Illinois New	Oak Park HS D-200 Jack Lanenga 708-434-3222	4240 Architecture Todd Bellis 312-466-4850	\$3,596,901 General 95,000 sf	03/04 03/04	20%
Goudy Elem. School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Interactive Design Lisa Tomasello 312-482-8866	\$8,077,103 General 46,100 sf	03/04	05%
Cuffe Elem. School Chicago, Illinois New	Chicago Public Schools Tom Coleman 773-633-3970	Perkins & Will Jim Skalla 312-755-0770	\$11,431,077 08/03 General 08/03 83,700 sf	08/03 08/03	02%
United Airlines O'Hare Airport Rehab	United Airlines Eric Youngquist 773-601-3726	Folgers Architects Kent D. Folgers 312-939-0550	\$2,063,860 General 3,000 sf	08/03 08/03	%99
United Airlines O'Hare Pass. Area Addition	Bovis Lend Lease Mark Schoonveld 773-462-1234	HNTB John Robertson 312-930-9119	\$6,451,062 General 6,500 sf	04/03 04/03	33%

AIA A305 3.5 - Recenti	AIA A305 3.5 - Recently Completed Projects (Continued)	ıtinued)	Amount	unt/ Actual/	-
Project	Owner	Architect	Contract/ Size	Planned Completed	% of Work Self-Performed
Ebinger Elem. School Chicago, Illinois Rehab	Chicago Public Schools Sean Murphy 773-553-2900	Globetrotters Thakor Bhagwakar 312-922-6400	\$340,000 General 5,500 sf	04/03 04/03	%90
Security Gate O'Hare - Chicago Rehab	Parsons/Lockheed Kevin Walsh 312-930-3629	Parsons George Krupa 312-930-5295	\$290,000 General 1,000 sf	04/03 04/03	65%
20 <sup>th</sup> Dist. Police St Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	OWP&P Tom Clune 312-332-9600	\$14,559,458 09/02 General 09/02 127,600 sf	09/02 09/02	12%
Chicago Military Chicago, Illinois Addition	Public Bldg. Commission Montel M. Gayles 312-744-3090	East Lake/Travis Henry Hill 312-842-5500	\$12,268,120 09/02 General 09/02 58,000 sf		40%
Joliet Historic Museum Joliet, Illinois Addition	City of Joliet James Shapard 815 724-3730	Russ/Carlson J. Robert Russ 815-744-8787	\$5,402,517 General 34,400 sf	02/03 02/03	25%
Carnegie Elem. School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900 312-56	ools Alfred Benesch Eric Borgman 312-565-0450 19,300 sf	\$4,193,575 General	01/02	%80
Pickard Elem School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Primera Eng. Fatai Bakare 312-606-0629	\$8,122,373 General 54,000 sf	03/02	25%

## Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects (Continued)

Actual/

Amount

Project	Owner	Architect	Contract/ Size	Planned Completed	% of Work Self-Performed	
McCormick Place Kitchen Upgrade Rehab	MPEA Laura Tagler 312-791-6289	Mann, Gin, Dubin Zajim Mackicic 312-554-8990	\$5,851,950 General 33,000 sf	12/01	21%	
Spacenet BuildingChicago Addtion	Spacenet Inc. Samuel Jones 709-848-1111	KMI John Mehdi 312-987-9800	\$2,355,899 General 6,300 sf	12/01 12/01	%90	
H&K-O'Hare Food Court-Chicago Rehab	American Tom Coyne 773-686-3264	Teng 312-616-0000	\$8,737,066 General 44,000 sf	10/01 10/01	17%	
United Airlines Fuel Island-O'Hare New	Bovis Lend Lease Steven Cleary 773-601-5151	Argus Consulting 816-228-7500	\$1,898,035 General 9,400 sf	12/02 12/02	22%	
68 <sup>th</sup> Street Crib Lake Michigan Rehab	City of Chicago Casey M. Koniarski 312 742-5933	Greely & Hansen Jack Vogel 312 558-9000	\$2,656,000 General 6,300 sf	12/02 12/02	54%	
United Airlines Network Center New	Bovis Lend Lease Steven Cleary 773-601-5151	HNTB John Robertson 312-930-9119	\$1,005,091 General 6,300 sf	12/02 12/02	%86	

Castle Construction Corporation AIA A305 3.5 – Recently Comple	Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects (Continued)	ıtinued)	Amount	Actual/	
Project	Owner	Architect	Contract/ Size	Planned Completed	% of Work Self-Performed
Brighton Park School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	LIU Architects Patrick Liu 312-554-0050	\$7,845,961 General 50,000 sf	10/01 10/01	14%
State of Illinois Thompson Rehab	Capital Dev. Board Jerry Adams 312-814-5758	Wiss, Janney, Elst. Mark Schmidt 847-272-7400	\$845,694 General 1,000 sf	08/01 08/01	%08
Church-Chicago Ryan Woods Ward New	Latter Day Saints Dennis Allsop 847-740-3048	Larson & Darby Harold Pann 815- 987-5260	\$2,962,286 General 12,400 sf	08/01	17%
Elevated Park Structure Elevator Rehab. Rehab	DOA John Plezbert 773-686-3766	DOA John Plezbert 773-686-3766	\$1,900,791 General 8 Elevators	10/01	19%
Admin, Office Olympia Fields, II New	Irons Oaks Dave Guritz 708-481-2330	Gummerson Scott Gummerson 708-798-0500	\$918,229 CM 8,300 sf	11/01	22%
Harry Caray's Midway Airport New	Midway Airport Concess. Michael Belletire	Shapiro Assoc. Don Shapiro 312-421-6004	\$940,795 General 4,000 sf	11/01 11/01	28%

Castle Construction Corporation AIA A305 3.5 – Recently Complet	Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects (Continued)	tinued)	Amount	Actual/	
Project	Owner	Architect	Contract Size	Flanned Completed	% of Work Self-Performed
18 <sup>th</sup> Dist. Police St. Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	Environ Bob Robecheck 312-981-8863	\$11,510,906 01/01 General 01/01 43,700 sf	01/01 01/01	15%
Lincoln School Dolton, Illinois New	School District #148 Greg Anthony 708-841-2554	De Tella Planera Ron DeTella 708-754-4040	\$6,373,510 CM/General 82,500 sf	08/00	14%
E/F Concourse O'Hare -Chicago Rehab	DOA Mark Schoonveld 312-617-4057		\$1,156,106 General 3,224 sf	01/00	37%
Hillside School Hillside, Illinois Rehab	School District #93 Arnold Witt 708-449-7280	Giffillan & Callahan \$1,265,530 Michael Giffillan CM 847-952-0545 6,500 sf		12/00 12/00	32%
Purdue University Anderson-Indiana Rehab	Purdue University Joseph Woody 765-494-7342	Scholer Corp. Lee A. Cole, Jr. 765-474-1478	\$8,397,658 General 78,600 sf	11/00	12%
Airport Maint.enance Bldg-"E" O'Hare Rehab	DOA John Plezbert 773-868-3766	Teng 312-616-0000	\$5,563,666 General 54,600 sf	02/00	15%

Castle Construction Corporation AIA A305 3.5 – Recently Complet	Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects (Continued)	itinued)	Amount/	Actual/	
Project	Owner	Architect	Size	Planned Completed	% of Work Self-Performed
ATS Remote Station O'Hare-Chicago Rehab	DOA John Plezbert 773- 868-3766	Teng 312-616-0000	\$2,045,091 General 2,200 sf	08/00	30%
H&R Platforms O'Hare-Chicago Rehab	DOA John Plezbert 773-868-3766		\$747,845 General 1 Is	02/00	29%
New Church Chicago, Illinois New	Latter Day Saints Dennis Allsop 847-740-3048	Larson & Darby Harold Pan 815-987-5260	\$3,514,161 General 13,120 sf	00/60 00/60	27%
Richards Career Academy Chicago Public School Chicago, Illinois Addition	Chicago Public School Sean Murphy 773-553-2900	Hutter Pam Hutter 312-492-8000	\$5,572,887 General 24,200 sf	00/60	16%
16 <sup>th</sup> Dist Police Station Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	OWP & P Tom Clune 312-332-9600 Rodriquez & Assoc. Ozzie Rodriguez 312-726-7505	\$11,588,463 12/99 General 12/99 43,700 sf		26%

Castle Construction Corporation AIA A305 3.5 – Recently Complet	Castle Construction Corporation AIA A305 3.5 – Recently Completed Projects (Continued)	tinued)	Amount	Actual/	
Project	Owner	Architect	Size	Completed	% or work Self-Performed
Heritage Bank Frankfort, Illinois New	Heritage Bank John Ladowicz 708-755-7157	Linden Group, Inc. Tom Perrone 708-799-4400	\$2,791,377 General 16,100 sf	01/00	14%
Waste Transfer Station Dolton, Illinois New	Land & Lakes Mike Swiatowiec 847-825-5000	McDonough	\$2,147,832 General 39,000 sf	10/99 10/99	45%
Focus One Chicago Tourism Rehab	MPEA Laura Tagler 312-791-6289	VOA	\$1,925,053 General 15,000 sf	04/99 04/99	15%
Jeffery Manor Library Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	Jackson Medhi John Medhi 312-987-9800	\$2,212,181 General 7,200 sf	11/98 11/98	18%
Swift School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	STR Partners Colby Lewis 312-464-1444	\$7,836,114 General 49,300 sf	11/98 11/98	20%
Ferguson School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Smith & Smith Charles Smith 312-266-6303	\$5,230,639 General 26,000 sf	96/88 08/98	19%

Asile Construction Corporation AIA A305 3.5 – Recently Complet	casue construction corporation AIA A305 3.5 – Recently Completed Projects (Continued)	ontinued)	Ā
Project	Owner	<b>Architect</b>	ଠ ଊା
Grant Park Chicago, II Rehab	Chicago Park District	DLK	ಱၟႝၯၜ
Deep Tunnel Vorth Side Vew	Metropolitan Water Reclamation District	Harza	æ 20 1

AIA A305 3.5 - Recentl	AIA A305 3.5 - Recently Completed Projects (Continued)	ntinued)		Actual/	
Project	Owner	Architect	Contract/ Size	Planned <u>Completed</u>	% of Work Self-Performed
Grant Park Chicago, II Rehab	Chicago Park District	DLK	\$2,221,114 General 6 Entrances	1998 1998	%89%
Deep Tunnel North Side New	Metropolitan Water Reclamation District	Harza	\$11,304,000 1997 Subcontract 1997 103 Structures	1997 1997 is	85%
Skokie Center for Performing Arts New	Village of Skokie	Graham Gund	\$4,865,000 1997 Subcontract 1997	1997 1997	80%

Contract No. 1454

### Statement Of Bidder's Qualifications (continued)

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

If submi	tted by a corporation:	•	
(b)	Corporation Name State and City in which incorporated	Castle Construction Con Markham, Illinois	<del> </del>
	Yes No Name and address of registered agent in	authorized to do business in the State of I	llinois?
(e)	Names and titles of officers authorized	to sign contracts	
	Robert C. Blum	President	
	Name	Title	
	Name	Title	
(a) (b) (c)	tted by a partnership:  Firm Name Official Address Names of all Partners:		
If submi	tted by an individual:		
(b)	Firm Name The Owner Official Address		
- / /	e of Affiant Robert C. Blum	day of Manach	00.07
(al	MIX X/MM/I/L	day of March (SEAL)	_20 <u>07</u>
Notary P My Com	mission expires: 02/25/08	OFFICIAL SEAL PATRICIA A SWANSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/25/08	

### DISCLOSURE OF RETAINED PARTIES

Α.	<b>Definitions</b>	and Disclosure	Req	uirements

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

В.	Certification

This Disclosure relate	s to the following transaction:			
Description or goods or services to be provided under Contract: # 1454				
Description of goods	of services to be provided and conduction in			

EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person 3. retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retai	ined	Par	ties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
			<u> </u>

	or Are Anticipated To Be Retained:	

### DISCLOSURE OF RETAINED PARTIES

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

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

Date

Michael A. Jarigese

Name (Type or Print)

Signature

Vice-President

3/23/07

Title

Subscribed and sworn to before me

this

\_day of MARCH\_20d

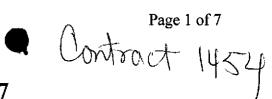
Motory Public

OFFICIAL SEAL SUSAN FOSS IOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/27/08

OFFICIAL SEAL STARY PURSES WATERY PURSUS STATE OF HARMOND MY COMMISSION EXPIRES ON 2718

		Relationship	Fees (indicate	
		(Attorney, Lobbyist,	whether paid or	
Name	Business Address	Subcontractor, etc.)	estimated)	
BSB Development	27992 W. Route 120 - Lakemoor, II.	Subcontractor	\$535,000.00	
Ability Rockroad, Inc. (WBE)	1021 N. Wood Dale - Wood Dale, II.	Subcontractor	\$75,000.00	
ARC Underground (WBE)	2114 W. Thomas Street - Chicago, II.	Subcontractor	\$635,000.00	
Fence Masters	20400 S. Cottage Ave Chicago Heights, II.	Subcontractor	\$96,500.00	
Site Works Company	276 Sunset Ave Glen Ellyn, II.	Subcontractor	\$147,000.00	
McCann Sprinkler	1813 W. 171st. St Hazel Crest, II.	Subcontractor	\$24,000.00	
Natola Concrete	800 Lee St Des Plaines, II.	Subcontractor	\$280,000.00	
G.A.G Masonry Co. (MBE)	11509 S. Elizabeth Ave Chicago, II.	Subcontractor	\$1,500,000.00	
Mecedes Steel Fabrication	57 E. 24th St Chicago Heights, II.	Subcontractor	\$375,000.00	
Westwood Woodwork	57 Westwood Square - Indian Head Park, II.	Subcontractor	\$44,000.00	
Boelter Company	7370 N. Lincoln Ave Lincolnwood, II.	Subcontractor	\$61,500.00	
Mid-City Mechanical (MBE)	8156 S. Western Ave Chicago, II.	Subcontractor	\$940,000.00	
Metal Erectors	1030 W. Republic Dr Addison, II.	Subcontractor	\$200,000.00	
D&S Midwest Construction (MBE)	11509 S. Elizabeth Ave Chicago, II.	Subcontractor	\$127,000.00	
Glass Designers (MBE)	7421-23 S. Chicago Ave Chicago, II.	Subcontractor	\$146,250.00	
Bilt Rite, Inc.	550 N. York Rd Bensenville, II.	Subcontractor	\$12,000.00	
Genex Electrical (MBE)	1411 Opus Place - Downers Grove, II.	Subcontractor	\$950,000.00	
Uptown Painting	6712 N. Clark St Chicago, II.	Subcontractor	\$78,000.00	
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### Cóok County Prevailing Wage for February 2007

Trade Name				Base		*M-F>8				Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
ASBESTOS ABT-MEC		BLD			24.800					4.910		0.000
BOILERMAKER		BLD			42.000		2.0	2.0	6.720	6.940	0.000	0.300
BRICK MASON		BLD		33.250			1.5			7.020		0.440
CARPENTER		ALL		36.520	38.520	1.5		2.0		5.910		0.490
CEMENT MASON		ALL			40.200		1.5	2.0	6.790	5.620	0.000	0.170
CERAMIC TILE FNSHER		BLD		28.520	0.000		1.5			5.750		0.330
COMM. ELECT.		BLD		32.440	34.940	1.5	1,5	2.0	6.930	5.320	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		36.050	42.000	1.5	1.5	2,0	7.870	9.730	0.000	0.270
ELECTRIC PWR GRŅDMAN		ALL		28.120	42.000	1.5	1.5	2.0	6.140	7.600	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		36.050	42,000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRICIAN		ALL		36.300	38,900	1.5	1.5	2.0	9.530	7.250	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		38.250	40.250	2.0	2.0	2.0	9.470	11.27	0.000	0.300
LABORER		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.490
MATERIAL TESTER 1		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0			5.600		0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0			5.600		0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0				5.600		0.700
OPERATING ENGINEER				42.700						4.850		0.000
OPERATING ENGINEER		FLT		41.200						4.850		
OPERATING ENGINEER		FLT		36.650						4.850		
OPERATING ENGINEER				30.500						4.850		0.000
OPERATING ENGINEER			_	39.750						5.600		0.700
OPERATING ENGINEER		HWY		39,200						5.600		0.700
OPERATING ENGINEER		HWY	_					2.0		5.600		
OPERATING ENGINEER		HWY		35.750						5.600		
OPERATING ENGINEER				34.550						5.600		
ORNAMNTL IRON WORKER		ALL			37.600					10.84		
PAINTER		ALL		34.400						6.400		
PAINTER SIGNS		BLD			31.730					2.260		
PILEDRIVER		ALL			38.520					5.910		
PIPEFITTER		BLD			39.600					6.900		
PLASTERER		BLD			35.350					7.100		
PLUMBER		BLD			41.700					4.560		
ROOFER		BLD			35,650					3.310		
SHEETMETAL WORKER		BLD			36.070					7.850		
SIGN HANGER		BLD			26.000					2.400		
SPRINKLER FITTER STEEL ERECTOR		BLD			39.500					5.850 10.77		
STONE MASON		ALL			37.750					7.020		
TERRAZZO FINISHER		BLD BLD			36.580					6.940		
TERRAZZO MASON		BLD			36.650					8.610		
TILE MASON		BLD			38,600					7.000		
TRAFFIC SAFETY WRKR		HMA			24.400					1.875		
TRUCK DRIVER	F.			29.150						4.300		
INCCK DRIVER	÷	תער	т	Z3.13U	29.000	, 1.0	1.0	2.0	5.050	4.500	0.000	0.000

TRUCK DRIVER	F.	ALI. 2	29.400	29.800	1.5 1	5 2.0	5.650	4.300	0.000	0.000
				<b>-</b>						
TRUCK DRIVER	些	Ашь З	29.600	29.800	1.5 1.	5 2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E	ALL 4	29.800	29.800	1.5 1.	5 2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	W	ALL 1	29.700	30.250	1.5 1.	5 2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 2	29.850	30.250	1.5 1.	5 2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 3	30.050	30.250	1.5 1.	5 2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 4	30.250	30.250	1.5 1.	5 2.0	6.500	3.400	0.000	0.000
TUCKPOINTER		BLD	34.500	35.500	1.5 1.	5 2.0	4.710	6.340	0.000	0.400

### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

### **Explanations**

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other

sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

### MARBLE FINISHER

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

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

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

### TERRAZZO FINISHER

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

### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

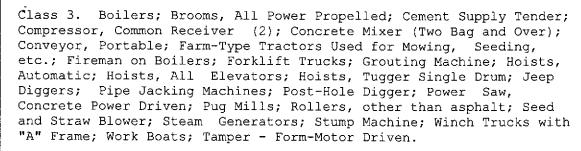
Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops -Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.



Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

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

#### LANDSCAPING

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

# Contract 1454

### **Cook County Prevailing Wage for March 2007**

Trade Name				Base	FRMAN *M-I					Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL			32.300 1.5					4.840		
ASBESTOS ABT-MEC		BLD			24.800 1.5					4.910		
BOILERMAKER		BLD			42.000 2.0					7.440		0.300
BRICK MASON		BLD			38.340 1.5					7.870		
CARPENTER		ALL			38.520 1.5					5.910		
CEMENT MASON		ALL			40.200 2.0					5.620		
CERAMIC TILE FNSHER		BLD		28.520	0.000 2.0					5.750		
COMM. ELECT.		BLD			34.940 1.5					5.320		
ELECTRIC PWR EQMT OP		ALL			42.000 1.5					9.730		
ELECTRIC PWR GRNDMAN		ALL			42.000 1.5					7.600		
ELECTRIC PWR LINEMAN		ALL			42.000 1.5					9.730		
ELECTRICIAN		ALL			38.900 1.5					7.250		
ELEVATOR CONSTRUCTOR		BLD			47.300 2.0		2.0		8.275		2.520	0.550
FENCE ERECTOR		ALL			28.640 1.5					7.590		
GLAZIER		BLD			32.400 1.5					9.050		
HT/FROST INSULATOR		BLD			35.050 1.5					8.610		
IRON WORKER		ALL			40.250 2.0					11.27		
LABORER		ALL			32.300 1.5					4.840		
LATHER		BLD			38.520 1.5					5.910		
MACHINIST		BLD			38.890 2.0					5.650		
MARBLE FINISHERS		ALL		25.750	0.000 1.5					7.020		
MARBLE MASON		BLD			38.340 1.9		1.5			7.870		
MATERIAL TESTER 1		ALL		21.550	0.000 1.9		1.5			4.840		
MATERIALS TESTER II		ALL		26.550	0.000 1.9	-	1.5			4.840		
MILLWRIGHT		ALL			38.520 1.9		1.5			5.910		
OPERATING ENGINEER		BLD	1		45.550 2.0		2.0			5.600		
OPERATING ENGINEER					45.550 2.0		2.0			5.600		
OPERATING ENGINEER					45.550 2.0					5.600		
OPERATING ENGINEER		BLD	4	35.950	45.550 2.0	0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER					47.250 1.5					5.600		0.000
OPERATING ENGINEER		FLT	2	45.750	47.250 1.5	5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250 1.5	5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250 1.5	5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750 1.5	5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750 1.5	5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER					43.750 1.5	5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750 1.5	5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY										
ORNAMNTL IRON WORKER		ALL			37.600 2.0							
PAINTER		$\mathtt{ALL}$			38.700 1.					6.400		
PAINTER SIGNS		BLD			32.520 1.5					2.310		
PILEDRIVER		ALL			38.520 1.					5.910		
PIPEFITTER		BLD			39.600 1.					6.900		
PLASTERER		BLD			35.350 1.					7.100		
PLUMBER		BLD			41.700 1.					4.560		
ROOFER		BLD			35.650 1.					3.310		
SHEETMETAL WORKER					36.070 1.					7.850		
SIGN HANGER		BLD			26.000 1.					2.400		
SPRINKLER FITTER		BLD			40.500 1.					6.100		
STEEL ERECTOR		ALL BLD			37.750 2.					10.77		
STONE MASON		BLD			36.580 1.					7.020		
TERRAZZO FINISHER		BLD		29.290	0.000 1.	5				6.940		
TERRAZZO MASON					36.650 1.					8.610		
TILE MASON					38.600 2.							
					24.400 1.							
TRUCK DRIVER	E.	ALL	Ţ	29.150	29.800 1.	5	1.5	2.0	5.650	4.300	0.000	0.000

TRUCK DRIVER	Ε	ALL 2	29.400	29.800	1.5	1.5 2.	5.650	4.300	0.000	0.000
TRUCK DRIVER	E	ALL 3	29.600	29.800	1.5	1.5 2.	5.650	4.300	0.000	0.000
TRUCK DRIVER	Ε	ALL 4	29.800	29.800	1.5	1.5 2.	5.650	4.300	0.000	0.000
TRUCK DRIVER	M	ALL 1	29.700	30.250	1.5	1.5 2.	6.500	3.400	0.000	0.000
TRUCK DRIVER	M	ALL 2	29.850	30.250	1.5	1.5 2.	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 3	30.050	30.250	1.5	1.5 2.	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 4	30.250	30.250	1.5	1.5 2.	6.500	3.400	0.000	0.000
TUCKPOINTER		$_{ m BLD}$	34.500	35,500	1.5	1.5 2.	4.710	6.340	0.000	0.400

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

### **Explanations**

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other

sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

#### MARBLE FINISHER

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

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

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

#### TERRAZZO FINISHER

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

- Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.
- Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.
- Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops -Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

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

#### LANDSCAPING

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

ANNUAL REPORT

YEARS ENDED SEPTEMBER 30, 2006, 2005, AND 2004

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#### INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Directors of Castle Construction Corporation and its Subsidiary:

We have examined the balance sheet of Castle Construction Corporation and its Subsidiary as of September 30, 2006, 2005, and 2004, and the related statements of income and retained earnings, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion the financial statements referred to above present fairly the financial position of Castle Construction Corporation and its Subsidiary as of September 30, 2006, 2005, and 2004, and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States

of America

Michael R. Horst & Company Certified Public Accountants

7 Elmwood Drive

Hawthorn Woods, Illinois 60047

December 15, 2006

### BALANCE SHEET

<u>ASSETS</u>	September 30,		2006		2005		2004
Current Assets:				_			
Cash		\$	6,496,345	\$	8,010,419	\$	5,60 <del>4</del> ,363
Accounts receivable			14,516,975		15,359,835		14,138,241
Costs and estimated earnings in excess			057.410		722 272		E17 /75
billings on uncompleted contracts			856,410		723,272		517,675
Inventories			16,757		29,398		28,810
Deposits			32, <del>4</del> 65		36,270		30,187
Employee advances			81,239		81,369		73,553
Stockholder loans receivable			42,023		45,291		337,804
Prepaid expenses	***************************************	. —	5,865		13,709	_	3,298
Total Current Assets			22,048,079		24,299,563		20,733,931
Property and equipment at cost less							
accumulated depreciation and amort	ization		623,582		605,577		512,0 <del>4</del> 0
Other assets		_	6,328	_	6,328		6,328
Total Assets		\$_	22,677,989	\$_	24,911,468	\$_	21,252,299
LIABILITIES AND STOCKHOLDI	ERS' EQUITY						•
Current Liabilities:							
Bank line-of-credit			-	\$	-	\$	-
Equipment installment notes payable	***************************************		94,809		110,625		83,779
Accounts payable			14,580,934		17,454,551		15,387,938
Income taxes payable			26,012		294,152		217,351
Billings in excess of costs and estimated							
earnings on uncompleted contracts			2,503,185		1,766,633		1,457,665
Other accrued expenses			644,779		754,394		339,667
Deferred income taxes		_	665,922	_	715,228	_	557,182
Total Current Liabilities	·····		18,515,641		21,095,583		18,043,582
Long-term deferred income taxes payab	ole		21,998		31,593		43,227
Long-term equipment installment notes	payable	_	167,079		124,214		143,870
Total Liabilities	*************************		18,704,718		21,251,390		18,230,679
Stockholders' Equity:							
Common stock, \$ 100 stated value; !	,000 shares						
authorized, 25 shares issued and out			2,500		2,500		2,500
Additional paid-in capital	}*************************************		324,147		324,147		324, I <del>4</del> 7
Retained earnings	***************************************	_	3,646,624	_	3,333,431		2,694,973
Total Stockholders' Equity		_	3,973,271	_	3,660,078		3,021,620
Total Liabilities and Stockholders'	Equity	\$_	22,677,989	\$_	24,911,468	\$_	21,252,299

See notes to financial statements.

### STATEMENT OF INCOME AND RETAINED EARNINGS

Years Ended September 30,	2006		2	2005			2004	
Earned Revenues\$	49,434,278	100.0%	<del></del> \$ 60	,062,686	100.001	\$	45,029,420	
Larico ( Cverioes	77,737,270	100.0%	Φ 00	,002,000	100.0%	Φ	45,029,420	100,0%
Cost of Earned Revenues	45,936,954	92.9%	56	,035,711	93.3%		42,030,491	93.3%
		72.770		10331,	75.570	-	12,030,171	75.570
Gross Margin	3,497,324	7.1%	4	,026,975	6.7%		2,998,929	6.7%
Indirect Operating Costs	187,289	0.4%		132,797	0.2%		170,019	0.4%
Gross Profit	3,310,035	6.7%	3	,894,178	6.5%		2,828,910	6.3%
Selling, General, and								
Administrative Expenses	2,557,963	5.2%	2	,428,673	4.0%		2, <del>4</del> 82,584	5.5%
Income From Operations	752,072	1.5%	1	,465,505	2.4%		346,326	0.8%
Other Income (Expense):								
Employee Bonus Expense	(77,500)	-0.2%		(200,000)	-0.3%		(71,000)	-0.2%
Employee Profit Sharing/401k	(27,347)	-0.1%		(25,403)	-0.0%		(30,264)	-0.1%
Interest Expense	(21,380)	-0.0%		(13,578)	-0.0%		(13,251)	-0.0%
Interest Income	74,787	0.2%		38,864	0.1%		28,958	0.1%
Bad Debt Expense	-	-		-	-		-	-
Bank and Supplier Service Charges		-		-	-		(2,429)	-0.0%
Gain (Loss) on Sale of Equipment	51,910	0.1%		(12,874)	-0.0%		(7,119)	-0.0%
Other Miscellaneous Expense	-	-		(300,000)	-0,5%		(35,000)	-0.1%
Other Miscellaneous Income	16,741	0.0%		90,498	0.2%		67,556	0.2%
Income Before Income Taxes	769,283	1.6%	ļ	,043,012	1.7%		283,777	0,6%
Provision for Income Taxes:								
Current	440,462	0.9%		173,794	0.3%		112,035	0.2%
Deferred	15,628	0.0%	<del></del>	230,760	0.4%		12,448	0,0%
Not Income	212.102			ZD0 450				
Net Income	313,193	0.6%		638,458	1.1%		159,294	0.4%
Retained Earnings at the								
Beginning of the Year	3,333,431		2	2,694,973			2,603,179	
·	۱ ب⊤رددرد		2	-107 1,770			Z,003,177	
Deduct Acquisition of Common Stock					-		(67,500)	
Retained Earnings at the End of the Year. \$	3,646,624		\$3	3,333,431		\$_	2,694,973	

See notes to financial statements.



### STATEMENT OF CASH FLOWS

Years Ended September 30,		2006		2005		2004
CASH FLOW FROM OPERATING ACTIVITIES:	_	·				
Cash received from customers	\$	51,510,332	\$	59,023,166	\$	43,844,090
Cash paid to subcontractors, suppliers, and employees		(52,205,749)	•	(56,519,590)		(44,791,430)
Interest paid		(21,380)		(13,578)		(13,251)
Corporate income taxes paid		(783,131)		(181,341)		(139,964)
Interest income		74,787		38,864		28,958
Rental income received	_	-	_		_	
Cash Provided (Used) in Operating Activities	_	(1,425,141)	_	2,347,521	-	(1,071,597)
CASH FLOW FROM INVESTING ACTIVITIES:						
Retirement of common stock		_		-		(67,500)
Stockholder and employee advances		3,398		292,513		(218,081)
Sale of property and equipment		120,655		38,108		56,000
Acquisition of property and equipment	_	(240,035)		(279,276)	_	(232,713)
Cash Provided (Used) in Investing Activities	_	(115,982)	_	51,345	_	(462,294)
CASH FLOW FROM FINANCING ACTIVITIES:						
Additional borrowing and notes payable		156,491		149,796		143,373
Repayment of outstanding loans and notes payable	_	(129,442)		(142,606)	_	(148,810)
Cash Provided (Used) in Financing Activities	_	27,049	_	7,190	_	(5,437)
Net Change in Cash		(1,514,074)		2,406,056		(1,539,328)
Cash Balance at the Beginning of the Year		8,010,419		5,604,363		7,143,691
Cash Balance at the End of the Year	_	6,496,345	\$	8,010,419	\$	5,604,363
	· =				* ≃	
RECONCILIATION OF NET INCOME TO NET CASH PR	OVI	DED FROM O	PER	ATING ACTIVI	TIE:	S:
Net income	\$	313,193	\$	638,458	\$	159,294
Adjustments to Reconcile Net Income to Net Cash:						
(Gain) loss on sale of property and equipment		(51,910)		12,874		7,119
Depreciation expense		153,285		134,757		140,590
(Increase) decrease in accounts receivable		842,860		(1,221,594)		(1,047,343)
(Increase) decrease in under-billings on contracts		(133,138)		(205,597)		(30,333)
(Increase) decrease in inventory and prepaid expense		24,290		(24,898)		7,629
Increase (decrease) in accounts payable		(2,873,617)		2,066,613		(104,960)
Increase (decrease) in over-billings on contracts		736,552		308,968		(175,210)
Increase (decrease) in other accrued expenses		(109,615)		414,727		(12,902)
Increase (decrease) in income taxes payable	-	(327,041)	_	223,213	_	(15,481)
Total Adjustments	_	(1,738,334)	_	1,709,063	_	(1,230,891)
Net Cash Provided (Used) In Operating Activities	\$_	(1,425,141)	\$_	2,347,521	\$_	(1,071,597)

See notes to financial statements.

### NOTES TO FINANCIAL STATEMENTS

#### Note I - Business Activities:

The Companies are general building contractors and construction managers providing management and consulting services, concrete, carpentry, and specialized masonry services to industrial, commercial, and institutional customers. The majority of the general building contracts are performed under fixed price contracts while construction management and consulting services are performed under time and material contracts.

#### Note 2 - Summary of Significant Accounting Policies:

#### Principles of Consolidation:

The accompanying financial statements include the accounts of Castle Construction Corporation and its wholly owned subsidiary, MBB Construction Group, Inc. All intercompany transactions have been eliminated.

#### Revenue and Cost Recognition:

Revenues from construction contracts are recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to the total estimated cost for each contract.

Contract costs include all direct material and labor costs and those allocable indirect costs related to contract performance such as shop, trucking, and equipment costs. Selling, general, and administrative costs are charged to expense as incurred.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to cost and income and are recognized in the period in which the revisions are determined.

Claims on construction contracts in excess of contract price the Company seeks to collect from customers or others for customer-caused delays, errors in specifications and designs, unapproved change orders, or other causes of unanticipated additional costs are recorded as revenue in the period when the amount can be identified and determined collectable.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

#### Property and Depreciation:

Property and equipment are recorded at cost. Depreciation is provided on the declining-balance method over the estimated useful lives of the respective assets. Maintenance and repairs are charged to expense as incurred whereas major renewals are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

#### Income Taxes:

Deferred income taxes are provided on the timing differences between financial statements and income tax reporting, principally from the differences arising from the method of accounting for long-term contracts and depreciation.

Claims from completed contracts continue to be recognized for financial statement presentation in the period when collection can be determined. However claims are recognized for tax purposes in the period when actually collected.

### NOTES TO FINANCIAL STATEMENTS

#### Note 2 - Summary of Significant Accounting Policies (Continued):

#### • Income Taxes (Continued):

The Modified Accelerated Cost Recovery System of depreciating assets is used for tax purposes while straight-line and declining-balance methods are used for financial statement presentation.

#### Capitalized Lease Obligations:

Noncancelable leases which are considered in substance to be equipment purchase contracts, and the related future lease obligations have been recorded as assets and liabilities. Such property and equipment are amortized over their estimated useful lives.

#### Note 3 - Concentration of Credit Risk:

Financial instruments which potentially subject the Company to concentrations of credit risk are primarily accounts receivable. These risks are not limited because they are highly dependent upon the economy of the construction industry.

#### Note 4 - Cash:

Cash is summarized below:	September 30,	2006	_	2005	_	2004
Checking accounts Restricted money market escrow Savings, certificates of deposit, an	accounts	295,189 1,803,204 4,397,952	\$	2,333,271 1,570,086 4,107,062	\$	3,147,688 609,040 1,847,635
Totals	\$_	6,496,345	\$	8,010,419	\$	5,604,363

The Company maintains a sweep account with its bank where a zero balance remains in the payroll checking account and minimum balances are monitored in the regular checking account. Any excess is invested in interest bearing accounts with the bank.

The Company has entered into contract agreements whereby retention amounts are escrowed in money market accounts until substantial completion of the respective jobs.

#### Note 5 - Accounts Receivable:

Accounts receivable is summarized below: September 30,	2006	_	2005	_	2004
Amounts due on completed contracts\$ Amounts due work in progress Retention amounts due on contracts	866,508 9,298,365 3,730,558	\$_	1,246,380 10,358,668 3,607,231	\$	2,204,053 7,418,582 4,293,051
Total Amounts Due on Contracts	13,895,431		15,212,279		13,915,686
Unbilled amounts due on contracts	- 611,115 17,929	_	137,128 - 17,928	_	104,769 - 127,786
Total Amounts Due  Deduct allowance for doubtful accounts	14,524,475 (7,500)	_	15,367,335 (7,500)	_	14,148,241 (10,000)
Net Accounts Receivable\$	4,516,975	\$_	15,359,835	\$_	14,138,241

### NOTES TO FINANCIAL STATEMENTS

#### Note 6 - Costs and Estimated Earnings on Uncompleted Contracts:

Work in progress is summarized below: September 30,	_	2006	_	2005	_	2004
Costs incurred to date on work in progress  Estimated earnings on work in progress	\$_	109,853,936 7,443,423	\$	74,344,296 5,879,729	\$	45,416,562 3,720,033
Totals  Deduct billings to date on work in progress	_	117,297,359 (118,944,134)		80,224,025 (81,267,386)	_	49,136,595 (50,076,585)
Totals	\$_	(1,646,775)	\$_	(1,043,361)	\$_	(939,990)
Work in progress is included in the accompanying balance	she	eet under the follo	owir	ng captions:		
Costs and estimated earnings in excess of billings on uncompleted contracts	\$	856,410	\$	723,272	\$	517,675
on uncompleted contracts	_	(2,503,185)	_	(1,766,633)	_	(1,457,665)
Totals	\$_	(1,646,775)	\$_	(1,043,361)	\$_	(939,990)

#### Note 7 - Property and Equipment:

Major classifications of property and equipment and their respective useful lives are summarized below:

September 30,	2006		2005	2004	Depreciable Lives
Machinery and equipment	659,452 968,082 215,968	\$	683,703 938,904 205,578	\$ 675,121 744,814 199,567	5-7 years 3-5 years 5-7 years
Total Cost  Deduct accumulated depreciation	1,843,502 (1,219,920)		1,828,185 (1,222,608)	1,619,502 (1,107,462)	
Net Book Value \$	623,582	\$.	605,577	\$ 512,040	

Depreciation and amortization expense aggregated \$ 153,285, \$ 134,757, and \$ 140,590 for the years ended September 30, 2006, 2005, and 2004, respectively.

#### Note 8 - Bank Line-of-Credit:

At September 30, 2006, the Company has obtained a \$1,000,000 line-of-credit from its bank to finance working capital requirements for current operations at the prime interest rate. This loan is secured by equipment with a net book value of \$623,582, accounts receivable, and inventory. In addition, this loan is secured by a personal guarantee of the stockholder.

The covenants of this note require certain financial ratios and stockholders' equity be maintained by the Company. The Company is in compliance with these covenants.

### NOTES TO FINANCIAL STATEMENTS

September 30,		2006		2005		2004
The Company has obtained equipment installment notes with monthly payments aggregating \$ 9,910, \$ 7,787, and \$ 8,720 as of September 30, 2006, 2005, and 2004,						
respectively bearing interest rates ranging from 5.9% to 8.0%.						
These notes are secured by equipment, accounts receivable,						
and inventory.	ф.	241.000	Ф	224.020	•	227 ( 40
Total amount due  Deduct current portion of notes payable		261,888 94,809	\$	234,839	\$	227,649
	_	74,007	_	110,625		83,779
Long-term portion of notes payable	\$_	167,079	\$ _	124,214	\$_	143,870
Total Installment Notes Payable		261,888		234,839		227,649
Deduct Current Portion of Notes Payable	_	94,809	_	110,625	_	83,779
Total Long-Term Portion of Notes Payable	\$_	167,079	\$_	124,214	\$_	143,870
Future maturities of long-term notes payable are summarized belo	ow:					
Year ended September 30, 2005	\$	_	\$	_	\$	83,779
Year ended September 30, 2006		-		110,625		70,301
Year ended September 30, 2007		94,809		57,731		<del>4</del> 2,397
Year ended September 30, 2008		88,694		48,981		26,552
Year ended September 30, 2009		43,586		12,282		4,620
Year ended September 30, 2010		26,318		5,220		-
Year ended September 30, 2011	_	8,481		-		
Total future maturities of long-term notes payable	\$_	261,888	\$_	234,839	\$_	227,649

#### Note 10 - Employee Pension and Profit Sharing:

The Company maintains pension plan benefits for all employees eligible for union sponsored pension plans.

In addition, the Company has adopted a 401k defined contribution plan for all its employees not covered under union sponsored pension plans. The plan requires the Company to match 100% of each participants voluntary contribution not to exceed 3% of each participants total salary.

The matching contributions for this plan are listed below:

Years Ended September 30,	_	2006	_	2005	_	2004
Total Matching Contribution Due	\$_	24,724	\$	24,724	\$_	30,264
Note I - Income Taxes:						
Income tax expense consists of the following:						
Years Ended September 30,		2006		2005		2004
Current federal income tax expense	\$	352,370	\$	142,504	\$	76,950
Current state income tax expense	_	88,092	_	31,290	_	35,085
Total Current income Tax Expense	\$	440,462	\$	173,794	\$	112,035

#### NOTES TO FINANCIAL STATEMENTS

#### Note II - Income Taxes (Continued):

Income tax expense consists of the following (continued):

September 30,	_	2006	_	2005	_	2004
Deferred federal income tax expense  Deferred state income tax expense	\$	12,502 3,126	\$	183,825 46,935	\$	8,550 3,898
Total Deferred Income Tax Expense	\$ =	15,628	\$	230,760	\$_	12,448
The components of the deferred income taxes included in	n th	e accompanying t	oala	nce sheet as follov	ws:	
Contract related Property and equipment related		665,922 21,998	\$	715,228 31,593	\$	557,182 43,227
Total Deferred Income Tax Liability	\$	687,920	\$	746,821	\$_	600,409

#### Note 12 - Backlog:

The following schedule shows a reconciliation of backlog representing signed contracts in existence at the beginning and end of each respective year:

September 30	<b>',</b> _	2006	_	2005		2004
Balance at the beginning of the year		36,430,120	\$	57,980,755	\$	41,183,897
signed during the year		35,824,112	_	38,512,051		61,826,278
Subtotal  Deduct contract revenue earned during the year		72,254,232 (49,434,278)	_	96,492,806 (60,062,686)	_	103,010,175 (45,029,420)
Balance at the end of the year	. \$	22,819,954	\$_	36,430,120	\$_	57,980,755

#### Note 13 - Stock Buyout Agreement:

During the year ended September 30, 2002, the Company entered into an agreement to buy the common stock from one of its shareholders. Under the terms of this contract, the Company's commitment to the stock buyback is as follows:

_	Cost of Common Stock	_	Premium Paid for Stock	Total Paid for Stock
Year Ended September 30, 2002\$ Year Ended September 30, 2003 Year Ended September 30, 2004	2,500 - -	\$	497,500 67,500 67,500	\$ 500,000 67,500 67,500
Total Obligation Under Buyout Agreement\$	2,500	\$_	632,500	\$ 635,000

The final payment was made in 2004 after all contractual covenants were satisfied. There is no additional liability to be incurred by the Company subsequent to September 30, 2004, under this agreement.

### NOTES TO FINANCIAL STATEMENTS

#### Note 14 - Related Party Transactions:

#### Markham Office and Shop:

The Company occupies its office and shop facilities located at Markham, Illinois, under a rental agreement with a partnership whose partners are stockholders of Castle Construction Corporation. Any unpaid balance is included in the accompanying balance sheet under the caption of "accounts payable".

The following is a summary of rents paid to the partnership:

Years Ended September 30,	_	2006	2005		2004
Total amount expensed	\$	4,000    4,000	\$     4,000     4,000	\$	114,000 114,000
Unpaid Remaining Balance	\$_	*	\$ 	\$_	

#### • Rental Properties:

The Company has invoiced construction and reimbursable costs for the rental properties owned by a partnership controlled by the stockholders of Castle Construction Corporation. Any unpaid remaining balance is included in the accompanying balance sheet as a current asset under the caption of "accounts receivable."

The following is a summary of these invoices billed to this partnership:

Years Ended September 30,	2006	 2005	2004
Beginning unpaid remaining balance\$	368,897	\$ 313,751 \$	334,033
Total amount invoiced	-	96,296	<del>4</del> 1,150
Total amount credited and received	(302,272)	 (41,150)	(61,432)
Unpaid Remaining Balance\$	66,625	\$ 368,897 \$_	313,751



**LDREJ** 

\*\*\*FIVE THOUSAND and 00/100\*\*\*

PUBLIC BUILDING COMMISSION

PAY TO THE ORDER OF

OF CHICAGO

REMITTER: CASTLE CONSTRUCTION

CASHIER'S CHECK

void over \$5,000.00

NOTICE TO CUSTOMER

The purchase of an Indemnity Bond will be required before any official check of this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

402867

FEB 07 2007

\$5,000.QQ

#1071922887# #100#90002#5#



**LDREJ** 

\*\*\*FIVE THOUSAND and 00/100\*\*\*

PUBLIC BUILDING COMMISSION

PAY TO THE OF CHICAGO ORDER OF

REMITTER: CASTLE CONSTRUCTION

CASHIER'S CHECK NOTICE TO CUSTOMER void over \$5,000.00

The purchase of an Indemnity Bond will be required before any official check of this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

402867

FEB 07 2007

\$5,000.00

**NON-NEGOTIABLE** 



#### POWER OF ATTORNEY

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

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

Attorney-In Fact No. 217778

Certificate No. 001204272

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

Dwight F. Miller, David C. Banks, Janice B. Kaplan, Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Barbara J. Bailey, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Erik Janssens, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathleen M. Anderson, Vaenessa Sims, Luisa Catalano, Marva Miller, Jeffrey Malecek, Kristy M. Kreger, Thomas N. Tague, Gabriel Jacquez, Brenda D. Hockberger, Meredith Day, Sarah A. Bibo, Michael A. Clark, Carlina A. Jewell, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Meyer, Stephanie Barranco, Patrick J. Brennan, Jr., Jennifer Fortier, Moises Alcantar, James P. Fagan, John F. L. Winans, Casey McCarthy, Dana Junk, and Amar Patel

	Naperville	, State of	Himois		l lawful Attorney(s)-in-Fact,
other writings of	bligatory in the nature	than one is named above, to sign, execute thereof on behalf of the Companies in g bonds and undertakings required or page 1.	their business of guara	inteeing the fidelity of persons, guar-	anteeing the performance of
IN WITNESS	WHEREOF the Com	g bonds and undertakings required or population of the parties have caused this instrument to be	signed and the records	rate seals to be hereto affixed this	21st
day of	mber , the continue to the con	2006 have caused this insulation of	agree and aga corpo	ate sears to be inserto affixed, this	· ·
Courty of DUP  On this 1st known to me to	day of be the Attorney-in	-Fact of TRAVELERS CASU	ALTY AND SUR uch corporation ex	ETY COMPANY OF AME ecuted the same.	
IN WITNESS W	/HEREOF, I have	hereunto set my hand and affixe OFFICIAL SEAL BRENDA D. HOCKBERGER NOTARY PUBLIC - STATE OF ILLIN MY COMMISSION EXPIRES FEB 4.	iois ()	(Notary Publ	ochberger

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

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



Marie C. Tetreault, Notary Public

58440-6-06 Printed in U.S.A.



AIA Document A310

#### Bid Bond

D <sub>i</sub>	ia bona
	Bid Bond No. 8 SB 5686283 BCM
KNOW ALL MEN BY THESE PRESENTS, that we	Castle Construction Corporation
,	3062 West 167 <sup>th</sup> Street
	Markham, IL 60428
as Principal, hereinafter called the Principal, and	
	alty and Surety Company of America
One Tower Sa	uary and Surety Company of America
a corporation duly organized under the laws of the S	uare, Hartford, CT 06183
as Surety hereinafter called the Surety are hold an	described to the state of Connecticut
as Surety, hereinafter called the Surety, are held and	a firmly bound unto
Public Bullain	g Commission of Chicago
Richard J. Dal	
	ington Street, Room 200
Chicago, IL	
as Obligee, hereinafter called the Obligee, in the sur	
Five Percent o	f Bid Price
	Dollars (\$ 5% ),
for the payment of which sum well and truly to be m	ade, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and ass	igns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid fo Contract No. 1454	r Engine Company 70, 6030 N. Clark, Chicago, Illinois.
specified in the bidding or Contract Documents with Contract and for the prompt payment of labor and in the failure of the Principal to enter such Contract a Obligee the difference not to exceed the penalty he	the bid of the Principal and the Principal shall enter into a terms of such bid, and give such bond or bonds as may be good and sufficient surety for the faithful performance of such naterial furnished in the prosecution thereof, or in the event of and give such bond or bonds, if the Principal shall pay to the reof between the amount specified in said bid and such larger natract with another party to perform the Work covered by said vise to remain in full force and effect.
Signed and sealed this 1 <sup>st</sup> day of	March , 2007.
	Castle Construction Corporation
	(Principal) (Seal)
	(**************************************
(Witness)	
	(Title)
	Travelers Casualty and Surety Company of
	America
	(Surety) (Seal)
(Witness)	

(Title)

Gina M. Damato , Attorney-In-Fact 215 Shuman Blvd., Naperville, IL 60563