Contractor: G. F. Structures Corporation

Address: 4655 West Arthington Street

City/State/Zip: Chicago, IL 60644

**Phone Number:** (773) 626–4122

Fax Number: (773) 626-6162

#### TO BE EXECUTED IN DUPLICATE

### BOOK 2: PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1317
Vodak-East Side Branch Library
New Construction
3710 East 106<sup>th</sup> Street
Chicago, IL 60617
CPL-40

#### PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

Kevin S. Gujral Executive Director

Room 200 Richard J. Daley Center 66 West Washington Street Chicago, Illinois 60602 312-744-3090 www.pbcchicago.com

BY DB Sterlin Consultants, Inc. 208 South LaSalle St., Suite 1130 Chicago, IL 60604

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts (with Community Hiring requirement)" dated March 18, 2002 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

Contract No. 1317

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## PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

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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. <u>X</u>	Contractor's Big
2. <u>x</u>	Bid Guarantee
3. <u>X</u>	Administrative Fee
4. <u>X</u>	Acceptance of the Bid
5. <u>X</u>	Basis of Award (Award Criteria)
6. <u>X</u>	Unit Prices
7. <u>X</u>	Affidavit of Non-Collusion
8. <u>X</u>	Schedule B - Affidavit of Joint Venture (if applicable)
9. <u>X</u>	Schedule C - Letter of Intent from MBE/WBE, including current certification letter
10. <u>X</u>	Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
11. <u>X</u>	Schedule E - Request for Waiver from MBE/WBE Participation
12. <u>X</u>	Affidavit of Uncompleted Work
Current	versions of the following documents must be on file with the Commission at the time of bid opening:
1. <u>X</u>	Financial Statement
2. <u>X</u>	Disclosure Affidavit
3. <u>X</u>	Affidavit of Local Business, including business license
4. <u>X</u>	Statement of Bidder's Qualifications
The	Contractor is required to submit the following within five (5) days of Notice of Award.
1	Disclosure of Retained Parties (or within 5 husiness days of hid opening)

Contract No. 1317

#### 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:

Vodak-East Side Branch Library New Construction 3710 East 106<sup>th</sup> Street Chicago, IL 60617 CPL-40

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

- a) As described in the specifications, the proposed single story library building is approximately 14,500 square feet on a site of 30,650 square feet. The project includes built-in fixtures and equipment required in the library as well as landscaping and parking.
- 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 shall 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 Public Library
- 4. Commission's Representative's Name, Address, and Phone Number: DB Sterlin Consultants, Inc., 208 South LaSalle St., Suite 1130, Chicago, IL 60604, (312) 857-1006.
- 5. Architect's Name, Address, and Phone Number: Matrix Engineering Corporation and Schroeder Murchie Laya Associates Joint Venture, 936 W. Huron Street, Chicago, IL 60622, (312) 829-3355.
- 6. Commission's Project Manager: David Lai
- 7. Ward: 10
- 8. City Funded?: Yes
- 9. Do Bidders need to be Pre-Qualified? Yes

10. Inspection of Site

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through DB Sterlin Consultants, Inc., Chistopher Holt, (312) 857-1006

- 11. Documents Available from: DB Sterlin Consultants, Inc., Christopher Holt, (312)857-0600.
- 12. Pre-Bid Meeting Date, Time, and Location: Thursday, September 18, 2003 at 2:00 p.m. in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602
- 13. Bid Opening Date and Time: Thursday, October 2, 2003 at 2:00 p.m.
- 14. Amount of Bid Deposit: \$125,000
- 15. Administrative Fee: \$5,000.00
- 16. Amount of Contingency Fund: \$275,000
- 17. Utility Allowance: \$75,000
- 18. Allowance for Additional Owner Directed Signage: \$4,000
- 19. Document Deposit: \$0
- 20. Cost for Additional Documents (per set): At Contractor's Expense
- 21. Award of Contract

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

#### B. Time of Completion

The Work shall be completed within Four Hundred Twenty Five (425) Days upon issuance of the Notice to Proceed. The Work must be completed as follows:

Phase I: 60 Days Phase II: 365 Days

#### C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund shall 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 shall require the written approval of the Executive Director. All unused portions of this Contingency Fund shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

#### D. Utility Allowance

Within the Contractor's Base Bid, an allowance shall be included in the amount of \$75,000.00 for the cost of work required to bring utilities to the property line as reviewed and approved by the Commission. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Utility Allowance shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

#### E. Allowance for Additional Owner Directed Signage

Within the Contractor's Base Bid, an allowance shall be included in the amount of \$4,000 for the cost of additional signage required by the Owner, in addition to those shown on Construction documents, as reviewed and approved by the Commission. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Allowance for Additional Owner Directed Signage shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

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

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

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

The Commission will furnish to the Contractor one (1) paper sepia 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.

#### H. Liquidated Damages

- 1. 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 shall be commenced on a date to be specified in the Notice to Proceed.
- 2. The Contractor agrees that said Work shall 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 shall 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

Completion of the Work

\$1,000 per Day

Completion of Punch List Work

\$1,000 per Day

Contract No. 1317

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. 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 a ccrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- 4. Completion of the Work, for the purposes of this section only, shall occur upon Substantial Completion of all of the Work required by the Contract Documents. Completion of Punch List Work, for the purposes of this section only, shall occur upon the Architect's acceptance of Punch List Work.

#### I. Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

- A. Insurance To Be Provided By the Contractor
- 1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a 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 Chicago Public Library are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) Automobile Liability (Primary and Umbrella)

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

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

#### 4) 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 project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, collapse, water including overflow, leakage, sewer backup, or seepage, debris removal, faulty workmanship or materials, and mechanical-electrical breakdown. The Public Building Commission is to be named as an additional insured and loss payee

The Contractor is responsible for all loss or damage to Commission property at full replacement cost.

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

#### B. Additional Requirements

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have 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 coverages. 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 violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The 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 coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employées, elected officials, agents, or representatives and Chicago Public Library.

The coverages 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 Chicago Public Library 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.

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

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. At no additional cost to the PBC, the Owner's Representative, Architect, and other consultants may request to be named as additional insureds to Contractor's policy, and must be responsible for monitoring their additional insured compliance.

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

#### J. Notices

In accordance with Section 22.05 "Notices," Notices must be addressed as follows:

- 1. If to the Commission, notices must be addressed to the attention of the David Lai with copies to: DB Sterlin Consultants, Inc., Chris Holt.
- 2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: DB Sterlin Consultants, Inc., Chris Holt and the Contractor's **Bonding Company**

#### K. Prevailing Wage Rates

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 www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

#### L. Community Hiring Requirements and Incentives

This Contract is subject to community hiring requirements and incentives. See Part III "Basis of Award (Award Criteria)" and Section 21.03 "Chicago Residents as Employees" for details.



#### M. Contractor's Project Manager

Contractor's full-time Project Manager is <u>not</u> required at the Site.



#### II. PROPOSAL AND EXECUTION DOCUMENTS

#### A. Contractor's Bid

3), and e) Plans and Drawings.

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No.						ct No13	1317			
containing	a full	set of	Contra	ct Do	cuments, incl	uding, bu	t not limi	ted to, a)	Standard Ter	ms and
Conditions	(E	Book	1),	b)	Addenda	Nos.	(none	unless	indicated	here
c) Project I	nforma	ition, In	struction	ns, and	Execution Do	ocuments (	Book 2), d	) Technical	Specification	s (Bool

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 B ase 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.

Contract No. 1317

	DIVISION	\$ AMOUNT
Sitework	2	353, 952.15
Concrete	3	113,610.00
Masonry	4	400,000.00
Steel	5	237, 150.00
Carpentry	6	163,281.00
Roofing/Waterproofing/Sealants	7	256,049.00
Doors & Windows	8	216.675.00
Finishes	9	315,144.00
Specialty Items	10	99,544,00
Equipment	11	23, 613, 00
Furnishings	12	91,246.60
Special Construction	13	
Vertical Transportation	14 .	-0-
Mechanical	15	587,400.00
Electrical	16	400,000.00
General Conditions Fee		263,213,10
SUB-TOTAL		3,717.814.85
Allowance for Additional Owner Directed Signage		\$4,000
Allowances		\$75,000
Commission's Contingency Fund		\$275,000
TOTAL BASE BID		4,011,814.85

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula): (\$\frac{3,908,942}{24}\)

#### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

BASE CONTRACT PE	CICE (to be comple	eted by the (	Commission): $\underline{\mathcal{A}}$	ou Millio	N
Seventy one	Thousand	Eight	hundred	four teen	l
and P5/100 (\$ 4,071,814.85					dollar
(\$ 4,071,814.85					
(mi	TD				



#### B. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have cause counterparts the day and year first above written.	ed this instrument to be execu	ated in two (2) original
PUBLIC BUILDING COMMISSION OF CHIC	AGO	$\bigcirc$
Edgrigh (Kohnson	Xilal M	Chally
Secretary	Chairman	
CONTRACTING PARTY		
(Print or type names underneath all signatures)		
G. F. Structures Corporation RES C	West Arthing	
Contractor Name	Address Chicago	o, IL 60644
If a Corporation:  By Welhard Sunk of CORPOR.	Executive Vice	
Michael J. Lusk	Fitle of Signatory	
ATTEST: BY	Secretary	
Donna J. Coconato	Title	<del></del>
CORPORATE SEAL		
If a Partnership:		
Partner	Address	
Partner	Address	
Partner	Address	
If a Sole Proprietorship:		
Signature		
NOTARY PUBLIC		
Subscribed and sworn to before me on this 2nd	day of October	_, 20 <u>03</u>
	(SEAL)	
Notary Public Signature Commission Expires: 4-9-06	· •	· · · · · · · · · · · · · · · · · · ·

Contract No. 1317

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

	ions of the board of directors of	olete, iftie and corre	or coby or
•	ions of the board of directors of		
	and existing under the laws of the State of	Illinois	and
	the State of Illinois, which resolutions were		
	n <u>January 2</u> , 20 <u>03</u> , a quo	-	•
	meeting; that I am the keeper of the corporat		
	and that the said resolutions have not been rescin		
=	a submitted a bid, dated <u>October 2</u> cago, for Contract No. <u>1317</u> of said Commis		the Public
NOW, THEREFORE, BE I	Γ RESOLVED: That the president or vice p	president and the se	cretary or
	poration be, and they are hereby, authorized an		=
for and on behalf of and unde	τ the name and seal of this corporation; and		
authorized and directed to ex	ED: That the aforesaid officers of this corpor secute and deliver to the Commission, for and as may be necessary or pertinent to a contract,	on behalf of this co	orporation,
I FURTHER CERTIFY that t	he following-named persons are the officers of	this corporation duly	y qualified
and now acting as such:	-		. <del>-</del>
		•	
President: Executive Vice	Richard C. Crandall, Jr.		
/Vice President:	Michael J. Lusk	<u>.</u>	
Secretary:	Donna J. Coconato	<del></del>	
Treasurer:	Richard C. Crandall, Jr.	<del></del>	
Assistant Secretary:	Candi C. Ashman	<del></del>	
	have hereunto subscribed my name and affixed tober , 2003.	ed the seal of said co	orporation,
Daniel Corece	<i>t</i>		
Secretary Barrior Cocco	nato		
W \~~~/ B			

# UNANIMOUS WRITTEN CONSENT OF THE SOLE DIRECTORS IN LIEU OF AN ANNUAL BOARD OF DIRECTOR'S MEETING OF G.F. STRUCTURES CORPORATION

The undersigned, being the sole director of G.F. STRUCTURES CORPORATION, an Illinois corporation ("G.F."), hereby unanimously consents in writing to the adoption of the following resolutions in lieu of an annual meeting:

- 1. **RESOLVED,** that all actions of every nature taken or authorized to be taken by any officer of G.F. from the date of the last meeting of the directors to the date hereof be and hereby are in all respects approved, ratified and confirmed; and
- 2. **FURTHER RESOLVED**, that the following persons are hereby elected to the offices of G.F. set opposite his/her respective name to serve until his/her successors shall be duly elected and qualified or until his/her earlier death, resignation or removal:

Richard C. Crandall, Jr. Michael J. Lusk Donna J. Coconato Candi C. Ashman

President and Treasurer Executive Vice President Secretary Assistant Secretary

IN WITNESS WHEREOF, the undersigned, being the sole director of G.F. has adopted these resolutions and set his hand as of the 2<sup>nd</sup> day of January, 2003.

Richard C. Cranda

F/USERS/MARYB/UNANIMOUS CONSENT GFS



#### 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 Criteria Formula

Line 1.	Base Bid, in figures	4,011,814.85
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)	50%0
Line 3.	Multiply Line 2 by Line 1 by 0.04	81,436.30
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)	61,077 22
Line 5.	Multiply Line 4 by Line 1 by 0.03	61,077.22
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)	50%
Line 7.	Multiply Line 6 by Line 1 by 0.01	20,359.07
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)	090
Line 9.	Multiply Line 8 by Line 1 by 0.04	-0-



Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	090
Line 11.	Multiply Line 10 by Line 1 by 0.03	-0-
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)	090
Line 13.	Multiply Line 12 by Line 1 by 0.01	-0-
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	162,812,59
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	3,908,942.21

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 3,908,942. 26

#### 3. Community Hiring Bonuses

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

- a) In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part 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 c alculating 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



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 – seventeen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 0.1793 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 – sixteen and ninety three hundredths cents per hundred dollars of the base bid calculated as follows:

Line 1 x 0.1693 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 – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 0.1493 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 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.

#### 6. Major Trades

Asbestos Workers

Boiler Makers

Bricklayers Carpenters

Cement Masons Electricians

**Elevator Construction** 

Glaziers Mechanists Machinery Movers

Ornamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics

Pipe Fitters/Steam Fitters
Plasterers

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.



Contract No. 1317

TRADE PARTICIPATION	PERCENT OF MINORITY
Bricklayers	75%
Carpenters	75%
Cement Masons	35%
Electricians	25%
Glaziers	25%
Ornamental Iron Workers	25%
Operating Engineers	25%
Painters	25%
Pipefitters	25%
Plumbers	25%
Roofers	707
Sheetmetal Workers	70%

#### **B.** Unit Prices

Unit prices provided below in accordance with the provisions of the detailed Specifications may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the unit prices. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

No	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Removal and Disposal of Special Waste	58.00	TON
2	Removal and Disposal of Non-Hazardous Soil	33.00	TON
3	Removal and Disposal of Petroleum Impacted non-Hazardous		TON
	Soil	58.00	
4	Backfill Material, Engineered Fill, Compacted	31.00	CU.YD
5	Removal of Underground Foundations	33.00	CU.YD
6	Removal of Underground Cast Iron Pipe	7.00	LIN.FT
7.	Removal of Underground Clay Pipe	9.00	LIN.FT
8	Removal of Manhole	292.00	EACH
9.	Removal of Catch Basin	292.00	EACH
10.	Removal of Electrical Hand Holes	128.00	EACH
11.	Removal of Underground Electrical Conduit and Wiring	1.00	LIN.FT
12.	Concrete Foundation including Reinforcement and Formwork	280.00	CU.YD
13.	Concrete Sidewalk Pavement	5.00	SQ.FT.
14.	Concrete Curb and Gutter	16.00	LIN.FT
15.	4" Face Brick	19.00	SQ.FT.
16.	8" Reinforced CMU	13.00	SQ.FT.
17.	4" Tongue and Groove Insulation	5.00	SQ.FT.
18.	Standing Seam Metal Roof	8.00	SQ.FT.
19.	Roof Walkway Concrete Pavers	6.00	SQ.FT.
20.	Thermally Broken Aluminum Window Frame	52.00	LIN. FT.
21.	Insulated Glass Units	52.00 30.00	SQ. FT.



No	TYPE OF WORK	\$ AMOUNT	UNIT(S)
22	5/8" Gypsum Board	6.00	SQ.FT.
23.	2'x2' Acoustical Tile	4.00	SQ.FT.
24.	Plaster Soffit at Clerestory	11.00	SQ.FT.
25.	Terrazzo Floor	20.00	SQ.FT.
26.	Те <del>пт</del> аzzo Base	4200	LIN.FT
27.	Painting of Gypsum Wall Board	0.55	SQ.FT.
28.	Painting of CMU	0.60	SQ.FT.
29.	Carpet	0.60 45.00 64.00	SQ.FT.
30.	Under Floor Duct Power/Data/Phone (no wiring)	64.00	SQ.FT.
31.	Tele/Data/Outlet (no wiring)	53.00	EACH
32	Exit Sign with 50 Ft. of Conduit and Wiring	701.00	EACH
33.	Fire Alarm Signaling Device with 50 Ft. of Conduit and Wiring	830,00	EACH
34.	Linoleum Flooring	7.00	SQ.FT.
35.	Ceramic Floor/Wall Tile	8.00	SQ.FT.
36.	Limestone Sill, Header, Molding	45.00	LIN.FT.
37.	Removal and Disposal of Underground Storage Tank, less than  1,000 gallon capacity	1700.00	EACH
38.	Removal and Disposal of Underground Storage Tank,  1,000-2,000 gallon capacity	1900.00	EACH
39.	Removal and Disposal of Underground Storage Tank, 2001- 5,000 gallon capacity	1900.00	<del>                                     </del>



No	TYPE OF WORK	\$ AMOUNT	UNIT(S)
40.	Removal and Disposal of Underground Storage Tank, 5001-10,000 gallon capacity	2600.00	EACH
41.	Removal and Disposal of Underground Storage Tank,  10,001 or greater gallon capacity	3100.00	EACH
42.	Removal and Disposal of products from UST	0.50	PER GALLON
43.	Removal and Disposal of sludge from UST	240.00	PER GALLON
44.	Removal and Disposal of contaminated ground water	0.50	PER GALLON



#### IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

#### **Affidavit Of Noncollusion**

STATE OF ILLINOIS   } SS
COUNTY OF COOK }
Michael J. Lusk , being first duly sworn, deposes and says that:
(1) He/She is Executive Vice President
(Owner, Partner, Officer, Representative or Agent) of G. F. Structures Corporation
the Bidder that has submitted the attached Bid;
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham bid;
(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful appropriate on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in the rest facilities this affiant.  (6) The Bidder is not barred from folding as a result of having violated Illinois Criminal Code, 720
ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotsing) for the Prevailing Wage Act, 30 ILCS 5/0.01 through 70/7.  SEAL  (Signed) Michael J. Lusk  Executive Vice President  (Title)
Subscribed and sworn to before me this 2nd day of 0ctober 20 03
Barbara S. Spielman Notary Public  (Title)  My Commission expires:  Spielman Notary Public, State of Illinois My Commission Expires 4/9/06

NA

#### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1317

### 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	me of joint venture
2.	Ad	dress of joint venture
3.	Pho	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) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
	В.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
5.	Na	ture of joint venture's business
6.	Pro	ovide a copy of the joint venture agreement.
7.	Ow	vnership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
8.	Spe	ecify as to:
	A.	Profit and loss sharing%
	В.	Capital contributions, including equipment%
	C.	Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
	D.	Describe any loan agreements between joint venturers, and identify the terms thereof.



 $\nu_{A}$ 

Contract No. 1317

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

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals

A.	Fin	nancial decisions
В.	Ma	anagement decisions such as:
1	)	Estimating
2	)	Marketing and Sales
3	)	Hiring and firing of management personnel
4	)	Other
C.	Pw	rchasing of major items or supplies
D.	Suj	pervision of field operations
E.	Suŋ	pervision of office personnel
F.	wh rei	scribe the financial controls of the joint venture, e.g., will a separate cost center be established; ich venturer will be responsible for keeping the books; how will the expense therefor be mbursed; the authority of each joint venturer to commit or obligate the other. Describe the imated contract cash flow for each joint venturer.
G.		ate approximate number of operational personnel, their craft and positions, and whether they ll be employees of the majority firm or the joint venture.
		state any material facts of additional information pertinent to the control and structure of this enture.

## PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

#### 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.

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,	to me personally known, who, being duly sworn,		
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state		
that he or she was properly authorized by (Name of Joint Venture)	that he or she was properly authorized by (Name of Joint Venture)		
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her		
free act and deed.	free act and deed.		
Notary Public	Notary Public		
Commission expires: (SEAL)	Commission expires: (SEAL)		

8472339535

#### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

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: Vodak-East Side Branch Project Number: 1317	
FROM:	
MPZ MASONRY, INC.	WBE
(Name of MBE or 'WBE)	
<b>TO:</b>	
G. F. Structures Corporation	and Public Building Commission of Chicago
(Name of General Bidder)	
The undersigned intends to perform work in connection	n with the above-referenced project as (check one):
a Sole Proprietor	a Corporation
a Partnership	a Joint Venture
The MBE/WBE : tanus of the undersigned is confir	CHZE MILEIE DIC MINESTA-BELON TO TO THE
non-MBE/WBE firm, a Schedule B, Joint Venture Aff	idavit, is provided.
The undersigned is prepared to provide the following goods in connection with the above-named project.	described services or supply the following described
HASON	129
`	
The above-described services or goods are offered stipulated in the Contract Documents.	for the following price, with terms of payment as
6 2 9 0	000.00
Three Huntred Ninety Nine	Thousand and 00/100 dollar

Phone



GF5

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

PARTIAL PAY LIEMS	مدالمة بدرسه والماسية
For any of the above items that are partial pay items amount:	s, specifically describe the work and subcontract dollar
AI/A	
schedule, attach additional species).	E/WBE firm's proposed scope of work and/or payment
SUB-SUBCONTRACTING LEVELS	
	becontract will be sublet to non-MBE/WBE contractors.
	abcontract will be sublet to MBE/WBE contractors.
zero (0) must be filled in each blank above. It is subcontractor's scope of work will be sublet, a brimust be provided.	ontracting any of the work described in this Schedule, a more than 10% percent of the value of the MBE/WBE ief explanation and description of the work to be suble seement for the above work with the General Bidder and Public Phyliding Commission of Chicago, and will describe the phyliding Commission of Chicago.
The undersigned will enter into a formal agre conditioned upon its execution of a contract with so within five (5) working days of receipt of a not	
By:	Talgonada Carling
Name of MBE/WEF Firm (Print)	MALGORZATA PADLIK
Date -173 6850279	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Venture Partne: (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE

773-685-0280

R . 4



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Malane I, hiel Proguesient Officer

Cny Hall, Room 403
121 North LaSalle Street
Chicago, 103nois 60602-1284
3121 744-4900
13121 744-2949 (\*\*(\*\*))
http://www.cinyalchlengn.org

Malgorzata Pawlik, President MPZ Masonry, Inc. 6024 W. Waveland Chicago, IL 60634

Certification Effective:

December 11, 2002

Cartification Expires:

December 31, 2007

Annual Certificate Expires:

December 31, 2003

Dear Ms. Pawlik:

We are pleased to inform you that MPZ Masonry, Inc. has been certified as a WBE by the City of Chicago. This WBE certification, which is valid for five years must be re-validated annually. Your firm's next annual validation is required by <u>December 34</u>, 2003.

As a condition of continued certification during this five year period, You must file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification. You must also notify the Office of Business Development 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 actions 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 Disadvantaged Business Enterprises, 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 WBE goals in your area(a) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

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

Very truly yours,

Lillie Cooper

Director of Certification

LC/am





#### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

## 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: Vodak - EAst Sul	e Branch Libiary
Project Number: 1317	0
FROM: Miderest RENENTINC (Name of MBE or WBE)	мве <u></u> wве
TO:  G. F. Structures  (Name of General Bidder)	and Public Building Commission of Chicago
The undersigned intends to perform work in connection with t	he above-referenced project as (check one):
a Sole Proprietor	a Corporation
a Sole i Topricui	u corporation
a Partnership	a Joint Venture
	a Joint Venture  the attached Letter of Certification, dated here the undersigned is a Joint Venture with a sprovided.  ed services or supply the following described
a Partnership  The MBE/WBE status of the undersigned is confirmed by Peb 11 2003. In addition, in the case who non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, in the undersigned is prepared to provide the following describ	a Joint Venture  the attached Letter of Certification, dated here the undersigned is a Joint Venture with a sprovided.  ed services or supply the following described

## PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

No	TYPE OF WORK	\$ AMOUNT	UNIT(S)
40.	Removal and Disposal of Underground Storage Tank,		EACH
	5001- 10,000 gallon capacity		
41.	Removal and Disposal of Underground Storage Tank,		EACH
	10,001 or greater gallon capacity		
42.	Removal and Disposal of products from UST		PER GALLON
43.	Removal and Disposal of sludge from UST		PER GALLON
44.	Removal and Disposal of contaminated ground water		PER GALLON

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

Date:
Kevin S. Gujral, Executive Director Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago, IL 60602
Dear Mr. Gujral:
RE: Contract No.
Project Title:
In accordance with Section 23.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.8. The undersigned certifies that it/we has/have been diligent to our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, the such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver provisions of the MBE/WBE Program as detailed in Section 23.01.8 as follows:
Documentation attached: yes no
Based on the information provided above, we request consideration of this waiver request.
Sincerely,
Signature
Print Name
Title
Name of Firm

Contract No. 1317

## 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/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s). SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors. If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided. The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract world from the Commission. By: IF APPLICABLE: Joint Venture Partner (Print) Signature

Name (Print)

MBE WBE

Non-MBE/WBE

Date

Phone



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602-1284 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofchicago.org Alberto Ramirez, President
Midwest REM Enterprises, Inc.
P. O. Box 87166
Carol Stream, Illinois 60188

Re: 2<sup>nd</sup> ANNIVERSARY CERTIFICATION

Certification Effective: February 11, 2003
Certification Expires: December 31, 2007
Annual Affidavit Certificate Expires: December 31, 2003

Dear Mr. Ramirez:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of **Midwest REM Enterprises**, **Inc.'s** certification is required by <u>December 31, 2003.</u>

As a condition of continued certification during this five year period, You must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development 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 actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Intrastate Trucking; Excavation and Hauling Contractor: Miscellaneous Concrete (Exclusive of Public Walkways)

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

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

V**e∕ry trul**y yours

Éric J. Griggs'

Deputy Procurement Officer

EJG/edi





# PUBLIC BUILDING COMMISSION OF CHICAGO SCHEDULE C

### LETTER OF INTENT FROM MBE/WBE TO PERFORM AS

### SUBCONTRACTOR, SUPPLIER AND/OR MATERIAL SUPPLIER (1 OF 2)

Name of Project: Contract Number:	Vodak-East Side Branch L	ibrary	_
Project Number:	_1317		
FROM: OU-BAR, Inc. Name of MBE/WBE		MBE_	X_WBE
TO: G. F. Struct (Name of Prime or Ge	<del></del>	Public Building (	Commission of Chicago
The undersigned intention (check one):	ds to perform work in conr	ection with the ab	ove-referenced project as
a Sole Propri- a Partnership		<b>X</b> a Co	
dated June 30,2004	s of the undersigned is contain addition in the case when hedule B, Joint Venture Af	e the undersigned	is a Joint Venture with a non-
	epared to provide the follow nnection with the above nar		vices or supply the following ract:
PROVIDE COMPL	ETE HVAC SYSTEM PE	R OUR PROPOS	AL #1831 DATED 10/02/03
The above described s as stipulated in the Co	ervices or goods are offered attract Documents. #492	I for the following	g price with terms of payment
-			
Bid Documentation	27		10/01/97

# PUBLIC BUILDING COMMISSION OF CHICAGO SCHEDULE C

## LETTER OF INTENT FROM MBE/WBE TO PERFORM AS

### SUBCONTRACTOR, SUPPLIER AND/OR MATERIAL SUPPLIER (2 OF 2)

Partial Payments	
For any of the above items which a	re partial pay items, specifically describe the work and
subcontract dollar amount:	A-
	If more
space is needed to fully describe the N schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or payment
SUB-CONTRACTING LEVELS	
0 % of the dollar value of the 1 contractors.	MBE/WBE's subcontract will be sublet to non-MBE/WBE
0 % of the dollar value of the M contractors.	MBE/WBE's a subcontractor will be sublet to MBE/WBE
Schedule a zero (0) must be filled in each MBE/WBE subcontractor's scope of wo work to be sublet must be provided.  The undersigned will enter in to a form condition upon your execution of a con will do so within five (5) working day Commission.	be sub-subcontracting any of the work described in this ch blank above. If more than 10% percent of the value of the ork will be sublet, a brief explanation and description of the hal agreement for the above work with you as a Contractor, tract with the Public Building Commission of Chicago and ys of your receipt of a notice of Contract award from the
QU-BAR, INC. (Name of MBE/WBE Firm (Print)	Signature
September 29, 2003	Vijay Choksi, Jr
Date	Name (Print)
708-385-2189	,
Phone	
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBEWBENon-MBE/WBE
Phone	Bid Documentation 28 10/01/97



City of Chicago Richard M. Daley, Mayor

Department of Purchases, Contracts and Supplies

David F. Malone Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602-1284 (312) 744-4900 (312) 744-2949 (TTY)

http://www.cityofchicago.org

Niranian S. Choksi, President Qu-Bar. Inc. 4240 West 124th Place Alsip, Illinois 60803-1835

3rd ANNIVERSARY CERTIFICATION Re:

Certification Effective:

August 06, 2003

Certification Expires:

June 30, 2006

Annual Affidavit Certificate Expires: June 30, 2004

Dear Mr. Choksi:

Congratulations on your continued eligibility for certification as an MBE by the City of Chicago. Re-validation of Qu-Bar, Inc.'s certification is required by June 30. 2004.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development 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 actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

#### **Electrical and Mechanical 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, Women and Disadvantaged Business Enterprise Programs.

Very truly yours,

Eric J. Griggs

Deputy Procurement Officer

EJG/edi





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: Vodak-East Side Branch L	ibrary
Project Number: 1317	
FROM:  NOVSTUA WC.  (Name of MBE or WBE)	WBE WBE
(Name of MBE or WBE)	
TO:	C
G. F. Structures Corporation (Name of General Bidder)	and Public Building Commission of Chicago
The undersigned intends to perform work in connection wi	th the above-referenced project as (check one):
a Sole Proprietor	a Corporation a Joint Venture
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned is confirmed SEPT 1 2003. In addition, in the case non-MBE/WBE firm, a Schedule B, Joint Venture Affidavi	by the attached Letter of Certification, date where the undersigned is a Joint Venture with it, is provided.
The undersigned is prepared to provide the following desc goods in connection with the above-named project. MATERIAL SUPP	nibed services or supply the following described
	-
The above-described services or goods are offered for stipulated in the Contract Documents.	·

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

PARTIAL PATTIENTS	
For any of the above items that are partial pay items amount:	s, specifically describe the work and subcontract dollar
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 f 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, e Public Building Commission of Chicago, and will do of Contract award from the Commission.
I NOUSTOLA LAC.	
Name of MBE/WBE Firm (Print)	Signature
Date 9/30/03	D RAM CHAIAN
312-864-5500	Name (Print)
Phone	
IF APPLICABLE:	
By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	MADE MADE MOII-MADE/ WASE



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Maloue Chief Procurement Officer

City Hall, Roose 403
121 North LaSalle Street
Chicago, Minois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofelicago.org

David M. Rambhajan, President Industria, Inc. 3620 North California Avenue Chicago, Illinois 60618-4603

Re: 2nd ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

Annual Affidavit Certificate Expires:

September 27, 2002 August 31, 2007 August 31, 2003

Dear Mr. Rambhajan:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Industria, Inc.'s certification is required by <u>August 31, 2003.</u>

As a condition of continued certification during this five year period, You must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development 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 actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supplier of Construction and Electrical Materials; Construction Management

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

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

AGIA ANIA AORIZ

Director of Certification

LC/emc

NEIGHBORHOODS





City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Malone Chief Procurement Officer

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

http://www.cityofchicago.org

August 8, 2003

David M. Rambhajan Industria, Inc. 309 W. Washington, Suite 300 Chicago, Illinois 60606

Dear Mr. Rambhishajan:

On August 1, 2003, we received your application to the City of Chicago for continued eligibility as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE). As a courtesy, this letter extends your certification 60 days from your annual expiration date of August 31, 2003.

You will be notified if additional information is required. Please direct your question regarding the status of your application to Mrs. Asa Chan, at (312) 742-9470.

Simocrely,

Leon Moore

Assistant Director of Certification

LM/ak





PAGE

77366155



### Chicago Transit Authority

Merchandise Mart Plaza, P.O. Box 3555 Chicago, Illinois 60654 (312) 664-7200

August 20, 2003

David Rambhaian Industria, Inc. 309 W. Washington, Ste 300 Chicago, IL 60606

Dear DBE Vendor:

It is with great pleasure that the Chicago Transit Authority welcomes you as a member of the Illinois Unified Certification Program (IL UCP). Effective September 1, 2003, the IL UCP will be implemented. The participating agencies are IDOT, City of Chicago, CTA, Metra and Pace. The IL UCP will provide a "one stop shop" for firms seeking certification in the State of Illinois and includes a reciprocating agreement for firms that are currently certified.

As a firm currently certified as a Disadvantaged Business Enterprise (DBE) with CTA, your firm was "grandfathered" into the IL UCP. The CTA will now serve as your host/certifying agency. As of September 1, 2003, all of your annual DBE renewals, (No Change Affidavits and Certification Renewals) will be submitted to and processed by CTA. Your CTA certification will be recognized by each of the other four IL UCP participants.

Your firm will also will appear in the IL UCP DBE directory. Your firm's area(s) of certification will be listed as:

> CONSTRUCTION AND PROJECT MANAGEMENT DISTRIBUTOR OF LIGHT BULBS AND BALLAST SUPPLIER OF CONSTRUCTION RELATED MATERIALS

Your participation on US DOT assisted contracts will only be credited toward DBE goals in your firm's specific area(s) of certification. Credit for participation in additional areas requires verification of resources. expertise and other support documentation. The IL UCP directory can be accessed via the Internet at www.transitchicago.com or by contacting the CTA's DBE office.

If at any time there is a change in the ownership or control of your firm, you must notify CTA, in writing, within thirty (30) days of such occurrence. Failure to report any changes may result in the revocation of your certification as set forth in 49 CFR Part 26,109(c).

Your firm's certification must continue to be maintained with CTA, in accordance with 49 CFR Part 26, in order for you to remain a certified DBE in the IL UCP.

On behalf of each of the participant agencies, CTA welcomes you to the IL UCP. Please direct all inquiries and any of your questions to CTA's DBE Department at (312) 664-7200 ext. 3515.

Sincerely

Paniela J. Beavers

General Manager

DBE/EEO Programs/Contract

Compliance Department

Contract No. 1317

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

	(1 of 2)		(
Name of Project: Vodak-East	Side Branch Library		
STATE OF ILLINOIS } } SS COUNTY OF COOK }			( )
In connection with the above-captioned	contract, I HEREBY DECLARE	AND AFFIRM th	at I am the
Executive V	lice President		
Title and duly authorized representative of			
•	ctures Corporation		
Name of General Contractor whose address is		•	
4655 West A	Arthington Street		
and that I have personally reviewed MBE/WBE participation in the above applicable), and the following is a state Contract if awarded to this firm as the C	e-referenced Contract, including ment of the extent to which MBE	Schedule C and /WBE firms will r	Schedule B (if participate in this ward MBE/WBE
Name of MBE/WBE Contractor	Accordance with Schedule C	MBE	vals WBE
MPZ MASONARY TWE	MASONARY	s	s399,000
MIDWEST REM!	SITEWORK	\$/10,000	s
QU BAR	HVAC	s448,500	\$
INDUSTICIA	MATIL SUPPLY	s 420,000	\$
•		2	\$
	:	\$	s
		s	s
	Total Net MBE/WBE Cred	15/028.500.0	399000

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.

Percent of Total Base Bid

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

SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/WBE st	abcontract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE st	abcontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcozero (0) must be filled in each blank above.	ontracting any of the work described in this Schedule, a
If more than 10% of the value of the MBE/WBI explanation and description of the work to be suble	E subcontractor's scope of work will be sublet, a brief t must be provided.
The undersigned will enter into a formal agree MBE/WBE firms, conditioned upon performance will do so within five (5) business days of receipt of	ment for the above work with the above-referenced as Contractor of a Contract with the Commission, and f a notice of Contract award from the Commission.
By:  G. F. Structures Corporation  Name of Contractor (Print)  November 13, 2003  Date	Michael J. Lusk
(773) 626-4122	Name (Print)
Phone	
IF APPLICABLE:	
Ву:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	

#### 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	Bridgeport Apartments	Yates Apartments	Decatur/Stone ADA Upgr.	Clark Elem. School		
Contract With	СНА	СНА	CPS	CPS		
Estimated Completion Date	10/15/2003	10/15/2003	10/31/2003	11/1/2003	· · · · · · · · · · · · · · · · · · ·	
Total Contract Price	\$ 706,893.5	50 \$ 2,246,444.00	\$ 1,043,009.51	\$ 355,765.75		\$4,352,112.76
Uncompleted Dollar Value if Firm is the GC	\$ 42,340.1	7 \$ 298,489.94	\$ 276,815.93	\$ 209,941.09		\$ 827,587.13
Uncompleted Dollar Value if Firm is a Subcontractor						
			TOTAL	L WORK	See Last Page	

#### 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 swards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

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

Contract	Nο	1	3 1	7

		1		2		3		4	Awards Pending	,	TOTALS
Masonry										\$	
H.V.A.C.										\$	
Mechanical										\$	<u>-</u>
Electrical	<u> </u>	_								\$	-
Plumbing				: 				· <u>-</u> -		\$_	-
Roofing & Sheet Metal						<u></u> .				\$	-
Flooring & Tile Work				- <u></u>						\$	-
Ceiling Construction									··	\$	-
Hollow Metal & Hardware	_	· · ·								\$	
Glazing & Caulking						<del></del>				\$	<u>-</u>
Miscellaneous Arch. Work	ļ <u>.</u>							···-		\$	**
Landscaping	_			<u> </u>					<u>-</u>	\$	-
Fencing	ļ									\$	•
Others (List)	<u> </u>	į			-	<u> </u>				\$	
GENERAL CONDITIONS	\$_	6,014.69	\$	76,219.13	\$	17,679.41	\$	20,400.02		\$	120,313.25
Carpentry	\$	1,536.53	\$	59,990.50						\$	61,527.03
	<u> </u>						_			\$_	-
										\$	-
										\$	
				<u> </u>	_					\$	
		<u></u>	_				_			\$	_
	<u> </u>							<del></del>		\$	
TOTALS	\$	7,551.22	\$	136,209.63	\$	17,679.41	\$	20,400.02	\$ -	\$	181,840.28

#### G ( -- + N - 1217

Contract No.1317

#### 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	I	Boulevard		ComTel		Airport_		Arroyo	
Type of Work	Wi	ndows/Doors		Electric		Electric		Plumb <u>ing</u>	<u>-</u>
Subcontract Price	\$_	81,975.00	\$	165,971.10	\$	241,906.35	\$	30,500.00	
Amount Uncompleted	\$	3,800.00	\$	5,343.78	\$	78,009.38	\$	15,402.50	
Subcontractor		ComTel		Cullom	T	& J Plumbing		Nationwide	
Type of Work		Electric		Roofing		Plumbing	En	vironmental	
Subcontract Price	\$	91,708.00	\$	148,818.03	\$_	27,153.00	\$	10,800.00	
Amount Uncompleted	\$	23,270.00	\$	-	\$		\$	-	
Subcontractor	E	xc.Venture		Exc.Venture		Guerra	Pow	er & Lighting	
Type of Work	I	Demolition		Demolition	Carpentry			Electrical	
Subcontract Price	\$	10,200.00	\$	27,776.00	\$	30,000.00	\$	40,800.00	
Amount Uncompleted	\$_	•	\$_	-	\$		\$	9,588.00	
Subcontractor	F	ooring Des.	F	looring Des.	I	Reyes Group	es Group R. L. Hummel		·
Type of Work		Flooring		Flooring	D	emo/Concrete	rete Excavation		
Subcontract Price	\$_	16,038.00	\$	17,495.00	\$	225,075.12	\$	20,000.00	· · · · · · · · · · · · · · · · · · ·
Amount Uncompleted	\$		\$	<u> </u>	\$		\$	•	
Subcontractor	(	Gabe's Inst.		Grace	Je	ffrey Elevator		Zemon	
Type of Work	C	eramic Tile		Masonry		Elevator		Concrete	
Subcontract Price	\$	13,500.00	\$	96,500.00	\$	73,000.00	\$	31,650.00	
Amount Uncompleted	\$_	-	\$_	<u> </u>	\$	63,145.00	\$	10,286.25	
Subcontractor		Legacy		Meccon	G	race Masonry		Doorworks	<u> </u>
Type of Work		Painting	Plumbing			Masonry	Door Operator		
Subcontract Price	\$	22,470.00	\$	138,871.76	\$	63,680.00	\$_	6,273.00	<u> </u>
Amount Uncompleted	\$	-	\$	<u> </u>	\$	13,928.00	\$	6,373.00	
TOTAL Uncompleted	\$	27,070.00	\$	5,343.78	\$	155,082.38	\$	41,649.75	\$ -

#### 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.

	5	6	7	8	Awards Pending	TOTALS
Project	Lemoyne School	Elementary School	Pullman, Taylor & Warren	Steinmetz High School		
Contract With	CPS	CPS	CPS	CPS		
Estimated Completion Date	10/31/2003	11/30/2003	11/30/2003	8/29/2004		
Total Contract Price	\$ 691,883.00	\$ 1,654,131.00	\$ 930,549.50	\$ 1,479,540.59		\$ 4,756,104.09
Uncompleted Dollar Value if Firm is the GC	\$ 98,196.38	\$ 997,896.38	\$ 400,221.02	\$ 1,383,160.28		\$ 2,879,474.06
Uncompleted Dollar Value if Firm is a Subcontractor						\$ -
			TOTAL V	WORK	See Last Page	

#### 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 swards 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.

	5	6	7	8	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain				·		<u></u>
Foundation						
Painting						, <del></del>
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete		·				
Fireproofing						

Contract No.1317

		5	6		7	8	Awards Pending	7	TOTALS
Masonry								\$	-
H.V.A.C.								\$	-
Mechanical			 					\$	_
Electrical								\$_	
Plumbing								\$	-
Roofing & Sheet Metal								\$	-
Flooring & Tile Work								\$	-
Ceiling Construction								\$	-
Hollow Metal & Hardware		0 40 0 40 40 40 40						\$	_
Glazing & Caulking							·	\$	-
Miscellaneous Arch. Work								\$	-
Landscaping					<del></del>			\$	-
Fencing								\$	-
Others (List)								\$_	-
General Conditions	\$	5,588.50	\$ 51,853.67	\$	32,196.53	\$ 62,811.17		\$	152,449.87
Sign								\$	-
Misc Metals				\$	7,757.44			\$	7,757.44
Carpentry	1		 					\$	-
Door Installation	\$	573.00	 					\$	573.00
	<u> </u>	<del></del>		_				\$	79
								\$	-
	<u> </u>							\$	_
TOTALS	\$	6,161.50	\$ 51,853.67	\$	39,953.97	\$ 62,811.17	\$ -	\$	160,780.31

#### 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.

•		5		6		7		8	Awards Pending
Subcontractor		Associated		Hyde Park		DiaMac		ABCO	TBD
Type of Work	Eı	vironmental	Eı	nvironmental		Electrical	E	nv. & Demo	
Subcontract Price	\$	50,929.33	\$_	109,000.00_	\$	552,450.00	\$	65,000.00	
Amount Uncompleted	\$	7,384.75	\$	26,137.00	\$_	189,150.60	\$	59,150.00	
Subcontractor		Granwell	Lak	e Shore Glass		Legacy	Co	ombined Mech.	
Type of Work	]	Mechanical		Doors		Painting	Plu	mbing& Mech.	<b></b> -
Subcontract Price	\$	5,500.00	\$	43,500.00	\$	4,600.00	\$	243,872.00	
Amount Uncompleted	\$	797.50	\$	43,500.00	\$	4,600.00	\$	231,048.53	
Subcontractor		Valor	М	letro Electric		MPZ		Jin Electric	
Type of Work		Electrical		Electrical		Masonry		Electrical	<u> </u>
Subcontract Price	\$	483,240.00	\$	135,000.00	\$	9,000.00	\$	385,000.00	
Amount Uncompleted	\$	-	\$	54,000.00	\$	-	\$	333,025.00	
Subcontractor		Uptown	N	Aolter Согр.		Ojeda		Larson	<u></u>
Type of Work		Painting		Masonry		Carpentry		Casework	
Subcontract Price	\$	2,840.00	\$	85,190.00	\$	32,557.00	\$	305,000.00	
Amount Uncompleted	\$	1,050.80	\$	1.00	\$	32,557.00	\$	305,000.00	
Subcontractor		Valdivia	Ref	lection Window		QuBar		Ojeda	
Type of Work		Concrete	W	indow Guards		HVAC		Carpentry	
Subcontract Price	\$	8,800.00	\$	99,717.00	\$	37,000.00	\$	103,080.00	
Amount Uncompleted	\$	2,860.00	\$	47,763.00	\$	15,355.00	\$	103,080.00	
Subcontractor			В	oswell Bldrs.		Vixen		Windy City	
Type of Work			Alu	minum Cladding		Concrete	1	Misc. Metals	
Subcontract Price			\$	51,840.00	\$	14,360.00	\$	11,107.00	·
Amount Uncompleted			\$_	492,320.00	\$	5,810.00	\$	11,107.00	
TOTAL Uncompleted	\$	12,093.05	\$	663,721.00	\$	247,472.60	\$	1,042,410.53	\$ -

Contract No.1317

#### 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.

	9	10	11	12	Awards Pending	TOTALS
Project	Lawrence Elementary	Orr Community Academy	Dirksen, Saug, & Stock Schools	Rockwell Warehouse		
Contract With	CPS	CPS	CPS	PBC		
Estimated Completion Date	11/30/2003	10/15/2003	10/31/2003	10/31/03	·	
Total Contract Price	\$ 487,532.86	\$ 457,21 <u>4.63</u>	\$1,852,410.22	\$2,854,994.00		\$ 5,652,151.71
Uncompleted Dollar Value if Firm is the GC	\$ 157,713.66	\$ 55,171.46	\$ 60,168.29	\$1,124,429.00		\$1,397,482.41
Uncompleted Dollar Value if Firm is a Subcontractor		:			· · · · · · · · · · · · · · · · · · ·	
			TOTAL	VALUE OF ALL	WORK	See Last Page

#### 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 swards 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.

	9	10	11	12	Awards Pending	TOTALS
Earthwork						
Earthwork						
Demolition						
Sewer and Drain		·				
Foundation	. <del>.</del>					
Painting						·····
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg						
Construction)						
Miscellaneous Concrete						<u></u>
Fireproofing						

Contract No.1317

		9		10	11		12	Awards Pending	TOTALS
Masonry									\$ -
H.V.A.C.									\$ -
Mechanical	ļ								\$
Electrical					 				\$ -
Plumbing									\$ -
Roofing & Sheet Metal	<u> </u>								\$ -
Flooring & Tile Work	_								\$ -
Ceiling Construction									\$ _
Hollow Metal & Hardware	<u> </u>								\$ -
Glazing & Caulking	<u> </u>		<u>-</u>			<u>.</u>			\$ -
Miscellaneous Arch. Work	<u> </u>	<del></del> .							\$ -
Landscaping					<u>-</u>				\$ <u>-</u>
Fencing	_								\$ -
General Conditions	\$	20,825.80	\$	4,404.46	\$ 3,000.00	\$_	123,685.00		\$ 151,915.26
Misc. Carpentry	_				\$ 55,668.26	\$	60,700.00		\$ 116,368.26
					<del></del>				\$ 
	<u> </u>								\$ -
	_				 ****				\$ -
	<u> </u>				<del></del>				\$ -
	_				 <del></del> ,				\$ -
				<u>.</u>	 11 - 11 - 1		···		\$ -
							· · · · · · · · · · · · · · · · · · ·		\$ -
TOTALS	\$	20,825.80	\$	4,404.46	\$ 58,668.26	\$	184,385.00	\$ -	\$ 268,283.52

#### 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.

		9		10		11		12	Awards Pending
Subcontractor		Airport		Galaxy		A & H		Diamac	
Type of Work		Electric	Er	vironmental		Plumbing		Electrical	
Subcontract Price	\$	348,564.00	\$	3,000.00	\$	76,752.00	\$ 1	1,275,128.00	
Amount Uncompleted	\$	107,009.15	\$		\$	6,359.53	\$	984,209.00	
Subcontractor		Granwell		Legacy	I	DoorWorks	]	F.E. Moran	
Type of Work	1	Mechanica <u>l</u>		Painting	Do	or Operators		Sprinklers	<del>-</del>
Subcontract Price	\$	2,430.00	\$	22,500.00	\$	79,163.00	\$	153,930.00	
Amount Uncompleted	\$	2,430.00	\$	-	\$	<u>-</u>	\$	43,100.00	
Subcontractor		Larnikks	Int'	l Test & Balance		Dorian		Grace	
Type of Work		asonry, Concrete, emo, Plaumbing		HVAC		Electrical		Masonry	
Subcontract Price	\$	11,600.00	\$	70,000.00	\$	164,104.84	\$	81,400.00	
Amount Uncompleted	\$	3,185.00	\$	16,450.00	\$	10,929.89	\$	19,129.00	
Subcontractor	Uı	nited Interior		Dorian		Granwell		Legacy	
Type of Work		Carpentry		Electric		HVAC		Painting	
Subcontract Price	\$	1,940.86	\$	257,092.00	\$	32,130.00	\$	7,800.00	
Amount Uncompleted	\$	1,940.86	\$		\$	<u> </u>	\$	4,290.00	
Subcontractor		Uptown			N	Metal Metrix	(	OPC Const.	
Type of Work		Painting				Steel		Carpentry	
Subcontract Price	\$	5,000.00			\$	59,990.00	\$	49,000.00	
Amount Uncompleted	\$	5,000.00		- <u></u>	\$	7,748.55	\$	46,300.00	
Subcontractor						MPZ	<u>L</u>	Vixen	
Type of Work						Masonry		Concrete	
Subcontract Price					_	\$178,840.00		\$53,000.00	····
Amount Uncompleted						\$0.00		\$0.00	
TOTAL Uncompleted	\$	119,565.01	\$	16,450.00	\$	25,037.97	\$	1,097,028.00	\$ -

#### 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.

	13	14	15	16	Awards Pending	TOTALS
Project	Tanner Elementary	Burr, Chase & Otis Schools	Las Americas	Sullivan Apts.		en de la grada de la composición de la La composición de la
Contract With	CPS	CPS	СНА	СНА		
Estimated Completion Date	10/31/2003	10/31/2003	10/31/2003	10/31/2003		
Total Contract Price	\$ 761,471.75	\$ 1,003,865.40	\$ 7,753,843.00	\$ 14,143,684.00		\$ 23,662,864.15
Uncompleted Dollar Value if Firm is the GC	\$ 565,301.05	\$ 123,703.72	\$ 1,731,322.69	\$ 2,890,259.47	·	\$ 5,310,586.93
Uncompleted Dollar Value if Firm is a Subcontractor						
			TOTAI	L VALUE OF ALL V	VORK	See Last Page

#### 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 swards 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.

	13	14	15	16	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						,—···
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						



		13	14		15	16	Awards Pending	TOTALS
Masonry								\$ 
H.V.A.C.								\$ -
Mechanical			······					\$ -
Electrical								\$ -
Plumbing				_				\$ 
Roofing & Sheet Metal		<u> </u>			<u>.</u>			\$ -
Flooring & Tile Work								\$ -
Ceiling Construction			,,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>					\$ 
Hollow Metal & Hardware			-					\$ 
Glazing & Caulking	ļ		\$ 		<u> </u>			\$ -
Miscellaneous Arch. Work			 	<u> </u>				\$ _
Landscaping								\$ _
Fencing			 	\$	12,000.00	\$ 11,800.00		\$ 23,800.00
Others (List)								\$ 
General Conditions	\$	45,897.00	\$ 7,074.68	\$	18,120.45	\$ 2,153.36		\$ 73,245.49
Door Installation			 					\$ 
Sealants		<u>.</u>	 	\$	7,000.00	\$ 16,250.00		\$ 23,250.00
Appliance Installation			 	\$	6,850.00	\$ 10,800.00		\$ 17,650.00
		<u>-</u> . <u> </u>						\$ 
	_							\$ -
	<u> </u>	-	 					\$ -
	<u> </u>					 		\$ ·
TOTALS	\$	45,897.00	\$ 7,074.68	\$	43,970.45	\$ 41,003.36	\$ -	\$ 137,945.49

Contract No.1317

#### 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.

	13	14	15	16	Awards Pending
Subcontractor	ASM Group	MPZ	ESI	ESI	
Type of Work	Windows/Glass	Masonry	Demolition	Demolition	
Subcontract Price	\$ 70,000.00	\$ 28,937.56	\$ 70,000.00	\$ 171,600.00	
Amount Uncompleted	\$ 70,000.00	\$ -	\$ 39,308.00	\$ 59,078.38	
Subcontractor	Double D	McDaniel	F&V	F&V	-
Type of Work	Mechanica;	Fire Protection	Masonry	Masonry	
Subcontract Price	\$ 15,273.78	\$ 8,199.00	\$ 521,000.00	\$ 1,311,800.00	
Amount Uncompleted	\$ 11,149.86	\$ 5,014.10	\$ 46,000.00	\$ -	
Subcontractor	Glow Electric	ERA Valdivia	Sterling	Sterling	
Type of Work	Electrical	Painting	Painting	Painting	
Subcontract Price	\$ 102,400.45	\$ 7,043.00	\$ 320,000.00	\$ 830,000.00	ai 188 li
Amount Uncompleted	\$ 56,320.25	\$ 2,442.00	\$ -	\$ -	
Subcontractor	Legacy	QuBar, Inc.	Prof. Elevator	TVS	
Type of Work	Painting	HVAC	Elevator	Mechanical	
Subcontract Price	\$ 13,270.00	\$ 25,560.00	\$ 415,463.00	\$ 944,539.00	
Amount Uncompleted	\$ 13,270.00	\$	\$ 169,089.10	\$ 25,437.00	
Subcontractor	Louis	Omni Systems	A & H	A & H	
Type of Work	Masonry	Electrical	Plumbing	Plumbing	
Subcontract Price	\$ 85,837.00	\$ 393,775.00	\$ 649,000.00	\$ 1,711,000.00	
Amount Uncompleted	\$ 62,661.00	\$ -	\$ 169,437.77	\$ 490,951.18	·
Subcontractor	Unico	Airport	TVS	ComTel	
Type of Work	Exc./Concrete	Electrical	Mechanical	Electrical	
Subcontract Price	\$ 40,950.07	\$ 174,372.00	\$ 1,250,655.00	\$ 2,900,000.00	
Amount Uncompleted	\$ 16,710.78	\$ 25,284.20	\$ 13,800.52	\$ 918,686.69	
TOTAL Uncompleted	\$ 230,111.89	\$ 32,740.30	\$ 437,635.39	\$ 1,494,153.25	\$

#### 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.

	17	18	19	20	Awards Pending	TOTALS
Project	Head Start Facilities	McCosh School	Clissold Elem. School	Spalding, Bell & Haugen		
Contract With	PBC	CPS	CPS	CPS		The state of the s
Estimated Completion Date	10/31/2003	10/31/2003	10/31/2003	10/31/2003		
Total Contract Price	\$ 1,366,767.02	\$ 381,395.81	\$ 165,225.71	\$ 753,525.20		\$ 2,666,913.74
Uncompleted Dollar Value if Firm is the GC Uncompleted Dollar Value if	\$ 367,867.12	\$ 137,507.07	\$ 40,366.59	\$ 596,564.38		\$ 1,142,305.16
Firm is a Subcontractor						
			TOTAL V	ORK	see last page	

#### 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 swards 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.

		17	18	19	20	Awards Pending	TOTALS
Earthwork							
Demolition							
Sewer and Drain							
Foundation							
Painting							
Struct. Steel (Bldg Const.)							
Ornamental Steel (Bldg Construction)	\$	8,883.75					
Miscellaneous Concrete	ļ						
Fireproofing							

Contract No.1317

		17		18		19	20	wards ending	TOTALS
Masonry									\$ <u>-</u>
H.V.A.C.	ļ <u>.</u>								\$ _
Mechanical			ļ <u>.</u>				<del></del>		\$ 
Electrical	_		ļ						\$ -
Plumbing									\$ -
Roofing & Sheet Metal							· <u>·</u>		\$ _
Flooring & Tile Work	1				<u> </u>				\$ -
Ceiling Construction									\$ 
Hollow Metal & Hardware									\$ -
Glazing & Caulking							<u>-</u>		\$ -
Miscellaneous Arch. Work									\$ -
Landscaping									\$ _
Fencing	ļ				\$	7,566.70	·		\$ 7,566.70
Others (List)								 	\$ _
General Conditions	\$	28,980.96	\$	10,658.10	\$	2,675.15	\$ 32,529.53		\$ 74,843.74
Door Installation		"			<u> </u>	· <u> </u>			\$ 
Sealants							 		\$ -
Appliance Installation	_						 		\$ 
Drywall	<u> </u>		\$	861.50					\$ 861.50
									\$ -
	ļ								\$ 
			-				 ······································		\$ -
TOTALS	\$	37,864.71	\$	11,519.60	\$	10,241.85	\$ 32,529.53	\$ -	\$ 83,271.94

Contract No.1317

#### 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.

	17	18	19	20	Awards Pending
Subcontractor	Aces Demo	Env. Service of Ill	ARC Underground	F&V	
Type of Work	Environmental	Environmental	Sewer	Masonry	·
Subcontract Price	\$ 107,855.00	\$ 12,900.00	\$ 8,500.00	\$ 507,999.00	
Amount Uncompleted	\$ -	\$ -	\$ -	\$ 392,016.63	
Subcontractor	Louis Tuckpointing	Schindler	E. King	Safe Environment	
Type of Work	Masonry	Elevator	Site Work	Environmental	
Subcontract Price	\$ 65,310.00	\$ 72,900.00	\$ 56,010.00	\$ 28,420.00	<del></del>
Amount Uncompleted	\$ -	\$ 63,715.00	\$ 15,234.15	\$ 28,420.00	
Subcontractor	Chakra	Garth/Larmco	Loma Companies		
Type of Work	Carpentry	Masonry	Concrete		
Subcontract Price	\$ 173,998.00	\$ 102,000.00	\$ 13,548.00		
Amount Uncompleted	\$ 58,079.80	\$ -	\$ 4,309.50		
Subcontractor	QuBar	Kattan & Kattan	Natural Environment		
Type of Work	Mechanical	Carpentry	Landscaping		
Subcontract Price	\$ 211,092.00	\$ 12,536.00	\$ 18,158.00		
Amount Uncompleted	\$ -	\$ -	\$ 3,474.33		
Subcontractor	Jaymor	Frederick			
Type of Work	Electrical	Roofing			
Subcontract Price	\$ 152,696.40	\$ 9,250.00			
Amount Uncompleted	\$ 42,850.56	\$ -			
Subcontractor	C.W. Burns	Broadway			
Type of Work	Plumbing	Plumbing			
Subcontract Price	\$ 95,000.00	\$ 10,165.00			
Amount Uncompleted	\$ 42,707.30	\$ 10,165.00			
TOTAL Uncompleted	\$ 143,637.66	\$ 73,880.00	\$ 23,017.98	\$ 420,436.63	\$ -

#### 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.

	21	22	23	24	Awards Pending	TOTALS
	Sullivan High		Jamieson			10.00
Project	School	Fire Station #88	Elementary	Danada House		
Contract With	CPS	PBC	CPS	FPD Dupage County		
Estimated Completion Date	9/1/2004	7/1/2004	9/1/2004	TBD	···	
Total Contract Price	\$ 967,120.50	\$ 5,083,385.00	\$ 1,338,583.67	\$ 1,299,906.36		\$ 8,688,995.53
Uncompleted Dollar Value if Firm is the GC	\$ 458,170.79	\$ 4,928,751.05	\$ 1,112,677.08	\$ 751,753.60		\$ 7,251,352.52
Uncompleted Dollar Value if Firm is a Subcontractor						
			TOTAL V	ALUE OF ALL W	ORK	\$ 49,779,141.98

#### 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 swards 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.

	21	22	23	24	Awards Pending	TOTALS
Earthwork			-			
Demolition						
Sewer and Drain						
Foundation				, <u></u>		
Painting						
Struct. Steel (Bldg Const.) Ornamental Steel (Bldg	****					
Construction)				<del></del> -		
Miscellaneous Concrete						<del>,,,</del>
Fireproofing						

<b>a</b>	NT 1	1117	
Contract	NO.	1317	

		21		22		23	24	wards ending	TOTALS
Masonry									\$ _
H.V.A.C.			L	·Fell		10: 01:100 81			\$ <u>.</u>
Mechanical									\$ -
Electrical									\$ 
Plumbing				<u>.</u>					\$ <u></u> .
Roofing & Sheet Metal									\$ _
Flooring & Tile Work			L						\$ <del></del>
Ceiling Construction							·		\$ -
Hollow Metal & Hardware									\$ 
Glazing & Caulking								 	\$ -
Miscellaneous Arch. Work				<u> </u>			 		\$ 
Landscaping	_		_						\$ 
Fencing			\$	92,000.00			 		\$ 92,000.00
Others (List) Limestone			\$	140,000.00				 	\$ 140,000.00
Survey, Schedule, Field Office, temp. utilities, site work, O & M data,asbuilts	<u> </u>		\$	46,298.05					\$ 46,298.05
							:		\$ <u>.</u>
General Conditions	\$	25,503.92	\$	226,222.50	\$	99,980.94	\$ 56,520.07		\$ 408,227.43
Door Installation									\$ 
Sealants							\$ 2,960.00		\$ 2,960.00
Appliance Installation					<u> </u>				\$ _
									\$ -
							 		\$ -
TOTALS	\$	25,503.92	\$	504,520.55	\$	99,980.94	\$ 59,480.07	\$ -	\$ 689,485.48
TOTAL ALL PAGES	\$	143,804.15	\$	715,582.59	\$	270,494.88	\$ 400,609.15	\$ 	\$ 1,521,607.02

Contract No.1317

#### 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.

		21		22		23		24	Awards Pending
Subcontractor		Horizon		Villa		Airport		Granwell	
Type of Work		Electric	1	Mechanical		Electrical	]	Mechanical	
Subcontract Price	\$	746,000.00	\$	800,000.00	\$	217,000.00	\$	116,540.00	·
Amount Uncompleted	\$	343,160.00	\$	800,000.00	\$	197,470.00	\$	100,807.00	ů.
Subcontractor		Larnikks		Sonak		Skyline		Repking	
Type of Work		Masonry		Electrical		Concrete		Electrical	
Subcontract Price	\$	22,000.00	\$	460,000.00	\$	79,277.00	\$	205,000.00	
Amount Uncompleted	\$	6,956.50	\$	460,000.00	\$	41,250.00	\$	151,997.00	
Subcontractor		Premier		MPZ		Dezco		Sharp	
Type of Work	Ν	1echanical		Masonry		Masonry		Roofing	
Subcontract Price	\$	4,400.00	\$	732,500.00	\$	177,702.70	\$	46,980.00	
Amount Uncompleted	\$_	4,400.00	\$	732,500.00	\$	161,094.57	\$	42,751.80	
Subcontractor		Safe Env.	D	Jem Development		ACM Elevator	5	Steel Mgmt.	
Type of Work	En	vironmental		Earthwork		Elevator		Str. Steel	
Subcontract Price	\$	5,985.00	\$	125,150.00	\$	55,731.00	\$	56,000.00	·
Amount Uncompleted	\$	-	\$	73,917.50	\$	50,715.21	\$	-	
Subcontractor		Uptown	G.	& Q Interiors		Aces	Ü	nited Interior	
Type of Work		Painting		Carpentry	Ι	Demo & Env.		Carpentry	
Subcontract Price	\$	10,000.00	\$	100,000.00	\$	41,500.00	\$	231,466.00	
Amount Uncompleted	\$	9,100.00	\$	100,000.00	\$	7,424.25	\$	138,517.02	
Subcontractor				Anderson & Shah		Fredrick	,	Thompson's	
Type of Work				Roofing		Roofing		Flooring	
Subcontract Price			\$	185,000.00	\$	11,500.00	\$	45,000.00	
Amount Uncompleted	<u>L</u> .		\$	185,000.00	\$	11,500.00	\$	45,000.00	
TOTAL Uncompleted	\$	363,616.50	\$ 2	2,351,417.50	\$	469,454.03	\$	479,072.82	\$ -



### Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that the afficient a true and correct statement relating to ALL
uncompleted contracts of the undersigned for Febral, State A buty, City, and private work including ALL
subsput act work ALL pending low bids goovet awarded or research, and ALL estimated completion dates.
Signature SEAL Spate
Michael J. Lusk Executive Vice President
Michael J. Lusk Name (Type or Print)  Executive Vice President Title
G. F. Structures Corporation
Bidder Name 4655 West Arthington Street
Address Chicago, IL 60644
City State Zip
City State Zip  Subscribed and sworn to before me
Subscribed and sworn to before me
Subscribed and sworn to before me



#### **Affidavit Of Local Business**

STA	ATE OF ILLINOIS }
CO	SS SUNTY OF COOK }
M	ichael J. Lusk , being first duly sworn, deposes and says that:
I.	He/She is Executive Vice President
O)	wner, Partner, Officer)
of	G. F. Structures Corporation
(the	e name of the Bidder that has submitted the attached Bid);
2.	Bidder, or partner with at least 50% interest in joint venture Bidder, [X] is [] is not a "Local Business" as defined by the provisions of Section 21.18 of the Standard Terms and Conditions (Book 1).
3.	Bidder, or partner with at least 50% interest in joint venture Bidder, [] does [X] does not have business 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 146 (insert number) regular full-time there is the constant of the Chrys Chicago.
5.	Bidder, or partner(s) with a least 50% interest in joint venture Bidder, [X] is [] is not subject to City of Chicago bases.
	SEAL Executive Vice President
(Si	igned) Michael J. Lusk (Title)
Su	bscribed and sworn to before me this 2nd day of October , 20 03
B	My Dy Shiemen
(Si	ignature) Barbara S Spielman (SEAFICIAL SEAL"
N	Iotary Public BARBARA S. SPIELMAN Notary Public, State of Illinois
(T	itle) My Commission Expires 4/9/06 🙎
M	y Commission expires: 4-9-99+++++++++++++++++++++++++++++++++



#### 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	G. F. Structures Corporation
Submitted By	Michael J. Lusk
Title	Executive Vice President
Permanent Main Office Address	4655 West Arthington Street
Local Address	Same
	Chicago, II. 60644
Local Telephone No. and FAX No.	Phone: (773) 626-4122 Fax: (773) 626-6162
.  How many years operating as contractor for work	of this nature? 23 Years

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Cornerstone Bank	\$3,800,000.00	2002	New Construction
2.	IDOT Material Lab	\$2,025,174.00	2002	New Construction
3.	311 General Services Bldg.	\$1,861,847.00	2002	Addition/Renovation
4.	CHA - Bridgeport Apts.	\$ 706,894.00	2002	Renovations
5.	UIC - Warehouse	\$2,384,000.00	2002	Renovation
6.	Armour School	\$2,072,000.00	2001	Campus Park
7.	Midway Noise Wall	\$2,099,193.00	2003	Noise Wall Const.
8.	EPS - O'Hare	\$3,810,765.00	2002	Landscaping & Planters

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

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

If submitted by a corporation:

(a)	Corporation Name	G. F. Structures Corporation
	State and City in which incorporated	Illinois - Chicago
	If incorporated in another state, is firm authorized	orized to do business in the State of Illinois?
(-)	Yes No	
(A)	Name and address of registered agent in Illi	nois
(4)	Transc and address of registered agent in fin	3015
D	onna J. Coconato, 4655 W. Arth:	ington St., Chicago, IL 60644
ע	omia 3. Coconaco, 4033 w. Alen.	ington be., direago, in ooo44
(-)	Names and titles of officers authorized to sig	an controcta
(6)	names and titles of officers authorized to sig	Su condacis
	Distant C. Constall In	Drogdont
	Richard C. Crandall, Jr.	President Title
	Name	Title
	Michael J. Lusk	Executive Vice President
	Name	Title
If subm	itted by a partnership:	
	•	
	Firm Name	
(b)	Official Address	
(c)	Names of all Partners:	
If subm	itted by an individual:	
	SSE Uni	-5 CO 9 00
(a)	Firm Name	- YOM
	Firm Name The Owner	ORAX TO THE
		- KIZB
~ 1	Official Address	198
		'AT / </td
// / //	may My SI	
tilmah.	ra of Affort Michael T. Turk	
Signatu	re of Affiant Michael J. Lusk	NO15
C11	and and arrow to before me this	day of October 20 03
Sudscrit	ped and sworn to before me this 2nd	day of October 20 03
12.	But & Strike	***********
y www.	Mas. Spelman	"OFFICIAL SEAL"
Notary 1		BARBARA S. SPIELMAN
My Con	nmission expires: 4-9-06	Notary Public, State of Illinois
		My Commission Expires 4/9/06
		**************************************

#### DISCLOSURE OF RETAINED PARTIES

A.	<b>Definitions</b> and	Disclosure 1	Requirements

- 1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about 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.
- 3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than 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.	<u>Certification</u>

Contractor	hereby	certifies	as	follows:

1.	This Disclosure relates to the following transaction: VODAK-EAST Side Branch Library
	Description or goods or services to be provided under Contract:  New Const-vuction
2.	Name of Contractor: GF ST RUCTURES CORPOLATION

3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person 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.

Retained Parties

Name	Business Address	Relationship (Attorney, Lobbyist, Subconctractor, etc.)	Fees (indicate whether paid or estimated)
Sel A	THE HED		

Check Here If No Such Persons Have been Retained 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, 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.

Signature . Austo

December 15, 2003

Date

•

Michael J. Lusk

Name (Type or Print)

Executive Vice President

Title

Subscribed and sworn to before me

this 15th day of De

day of Decemb20r 2003

Notary Public

"OFFICIAL SEAL"
CANDI C. ASHMAN
Notary Public, State of Illinois
My Commission Expires 11/17/06

#### Vodak-East Side Branch Library Contract #1317

<u>Name</u>	Business Address	Relationship	<u>Fees</u>
Thompsons Commercial Flooring	1760 Commerce Dr., Montgomery, IL 🛩	Subcontractor	35,000.00
Legacy Painting	10848 S. L Ave. Chicago, IL 🖊	Subcontractor	40,000.00
Accurate Partitions	PO Box 287, Lyons, IL 🗹	Subcontractor	2,400.00
Ellison Bronze	205 E. Butterfield Rd., Elmhurst, IL	Subcontractor	50,600.00
JP Phillips	3220 Wolf Rd., Franklin Pk, IL	Subcontractor	25,000.00
RD Roman	2421 N. Court St., Rockford, IL	Subcontractor	18,000.00
Metropolitan Terrazzo	1419 N. 25th Ave., Melrose Pk, IL	Subcontractor	41,000.00
Just Rite Acoustics	201 Crossen Ave., Elk Grove, IL	Subcontractor	30,400.00
Spray Insulations	7831 N. Nagle Ave., Morton Grove, IL	Subcontractor	15,000.00
All American Roofing	550 Telser Rd., Lake Zurich, IL	Subcontractor	202,000.00
Long IslandFireproof Door	6746 W. 91st Pl., Oak Lawn, IL	Subcontractor	30,000.00
Excellence Paving	580 Central Ave., University Pk, IL	Subcontractor	3,300.00
MPZ Masonry	6024 W. Waveland, Chicago, IL	Subcontractor	399,000.00
Doing Steel	10971 Four Seasons Pl, Crown Point, IN	Subcontractor	183,000.00
United Interior Construction	1070 N. Garfield, Lombard, IL	Subcontractor	185,000.00
Midwest REM	PO Box 87166, Carol Stream, IL	Subcontractor	110,000.00
Builders Concrete	31W330 Schoger Dr., Naperville, IL	Subcontractor	169,000.00
A&H Plumbing	330 Bond Street, Elk Grove, IL	Subcontractor	140,000.00
Becmar Sprinkler Systems	111 Erick St., Crystal Lake, IL	Subcontractor	11,000.00
Christy Webber Landscaping	230 N. Western Ave., Chicago, IL	Subcontractor	26,000.00
National Lift Trucks	3333 Mt. Prospect Rd., Franklin Pk, IL	Subcontractor	5,800.00
3M Library Systems	PO Box 33682, St. Paul, MN	Subcontractor	14,390.00
Qu-Bar	4149 W. 166th St., Oak Forest, IL	Subcontractor	498,500.00
American Electrical	909 Winslow Ave., Woodstock, IL	Subcontractor	240,000.00
Industria Inc.	309 W. Washington, Chicago, IL	Subcontractor	420,000.00
Skyco Products Inc.	600 Joliet Rd., Willowbrook, IL	Subcontractor	2,600.00
Interior Concepts	7150 N. Ridgeway, Lincolnwood, IL	Subcontractor	1,790.00

# PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

# PERFORMANCE AND PAYMENT BOND

Contract No. 1317

Bond No. 104187136

KNOW ALL MEN BY THESE PRESENTS, that we, G.F. Structures Comoration,  a corporation organized and existing under the laws of the State of Illinois, with offices in the City of  Chicago. State of Illinois, as Corporate Principal, and  Travelers Casualty & Surety Company of America
a corporation organized and existing under the laws of the State ofCT, with offices in the State ofCT, with offices in the State ofCT, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum ofFour Million Seventy One Thousand Eight Hundred Fourteen Dollars and Eighty Five Cents (\$4.071.814.85) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated November 12, 2003, for the fabrication, delivery, performance and installation of
Vodak-East Side Branch Library, New Construction 3710 East 106 <sup>th</sup> Street, Chicago, Illinois 60617

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1317

assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of <u>Four Million Seventy One Thousand Bight Hundred Fourteen Dollars and Bighty Five Cents (\$4,071.814.85)</u>, shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

# PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

	rate seal of each corporate party being hereto affixed
and these presents duly signed by its undersigned re	epresentative pursuant to authority of its governing
body.	
WITNESS:	
	BY(Seal)
Name	Individual Principal
	(Seal)
Business Address	Individual Principal
City State	Partner
CORPORATE SEAL	
ATTEST:  Secretary, ASSISTANT  Title	BY What Fresident  Fresident  Title
4655 West Arthington Street Chicago, Illinois 60644 Business Address	Travelers Casualty & Surety Company of America
By Judith A. McGoogan	Corporate Surety  Attorney-in-Fact  Title
Mesirow Finaficial 321 N. Clark, Chicago, IL 60610	
Business Address	CORPORATE SEAL
The rate of premium of this Bond is \$ \$7,75/\$2,50 Total amount of premium charged is \$ 29,435.	0,000 \$6.40/\$1,571,814.85 per thousand. **

<sup>\*</sup> The current power of attorney for the persons who sign for any surery company shall be attached to this Bond. Such power of attorney shall be scaled and certified with a "first-hand signature" by an officer of the surety. A faceimile signature will not be accepted by the Commission.

<sup>\*\*</sup> Must be filled in by the Corporate Surety.

# PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1317

# BOND APPROVAL

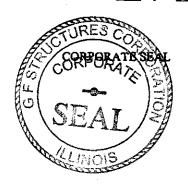
Secretary.

Public Building Commission of Chicago

# CERTIFICATE AS TO CORPORATE SEAL

	I, CAUDI CASHMAN , certify that I am the ASSISTANT Secretary of the
	G.F. Structures Corporation, corporation named as Principal in the foregoing performance and payment
	bond, that MICHAEL J. LUSK who signed on behalf of the Principal was then
EX.	VICE president of said corporation; that I know this person's signature, and the signature is
	genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by
	authority of its governing body.

November Dated this 19th day of \_\_\_\_ 2003.



# ACKNOWLEDGEMENT BY SURETY

# STATE OF ILLINOIS COUNTY OF COOK

On this 19th day of November, 2003, before me, Kelly L. Walter, a Notary Public, within and for said County and State, personally appeared Judith A. McGoogan to me personally known to be the Attorney-in-Fact of and for Travelers Casualty & Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public

OFFICIAL SEAL
NELLY L WALTER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/09/07

# TRAVELED CASUALTY AND SURETY COMPANY OF AMERICA TRESCLERS CASUALTY AND SURETY COMPAN FARMINGTON CASUALTY COMPANY Hartford, Connecticut 06183-9062

# POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Jacquelyn M. Norstrom, Margaret M. Aldape, Robina K. Fisher, Mary Lou Obos, Mario Remegi, Martanne A. Steiner, Dorothy J. Fox, Mary W. Mahoney, Judith A. McGoogan, Sharon L. Size, of Chicago / Oakbrook Terrace, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 23rd day of September, 2003.

STATE OF CONNECTICUT

**}SS. Hartford** 

COUNTY OF HARTFORD







TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA TRAVELERS CASUALTY AND SURETY COMPANY FARMINGTON CASUALTY COMPANY

> George W. Thompson Senior Vice President

On this 23rd day of September, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



My commission expires June 30, 2006 Notary Public Marie C. Tetreault

## **CERTIFICATE**

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this . 20 03.

day of





Kori M. Johanson

Assistant Secretary, Bond

# V. INSTRUCTIONS TO BIDDERS

# A. Examination Of Documents By Bidder

- 1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Standard Terms and Conditions (Book 1); Project Information, Instructions, and Execution Documents (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder shall inspect in detail the site of the proposed Work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.
- 2. Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents the opinion of the Commission as to the location, character, or quantity of the materials encountered and is only included for the convenience of the Bidder. The Commission assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

# B. Interpretations Or Addenda

- 1. The Commission will not furnish oral interpretations of Contract Documents. If a n interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Any inquiry received ten (10) or more days prior to the date fixed for opening of bids will be considered. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission at least five (5) days before bids are opened. Although all addenda will be mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.
- 2. If any such differences or conflicts are not called to the Commission's Representative's attention ten (10) days or more prior to submission of bids, the Commission's Representative shall decide which of the conflicting requirements will govern, and the Contractor shall perform the work at no additional cost to the Commission in accordance with the decision of the Commission's Representative.

# C. Inspection Of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility of completing the Work as set forth in the Contract Documents.

# D. Pre-Qualification Of Bidders

1. Unless otherwise indicated in Part I "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on certain projects of the Commission. Responses to the RFQ were evaluated by the Commission on the basis of the firm's experience and past performance, technical qualifications, organization and equipment, financial resources, bonding and insurance capacity, and other factors deemed relevant by the Commission. Notice of pre-qualification has been provided by the Commission to all firms approved as "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Moreover, a firm that has been pre-qualified as a separate entity (e.g.

sole proprietor, partnership, or corporation) is not eligible to submit a bid for this Contract as a joint venture with another pre-qualified firm unless such joint venture has been notified of its pre-qualification.

2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose, including completed form "Statement of Bidder's Qualifications" provided with this Book 2. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

# E. Competency of Bidder

- 1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission.
- The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

# F. Substitutions Prior To Bid Date

- 1. The Architect will consider written requests for substitutions received at least ten (10) days prior to bid date. Requests received after that time will not be considered.
- 2. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, Exhibit Q, filled out completely, signed, and including the required attachments.
- 3. Substitutions will not be considered if, in the opinion of the Architect, acceptance will require substantial revision of the Contract Documents.
- 4. Notification of approved substitutions will be made by addendum.

# G. Preparation of Bid

- 1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 2) shall be prepared with original signatures and notarizations wherever required.
- 2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 2 submitted.
  - 4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
  - 5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.



- 6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Basis of Award (Award Criteria)
  - e) Unit Prices
  - f) Affidavit of Non-collusion
  - g) Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
  - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
  - i) Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
  - i) Schedule E Request for Waiver from MBE/WBE Participation
  - k) Affidavit of Uncompleted Work
- 7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
  - a) Financial Statement
  - b) Disclosure Affidavit
  - c) Affidavit of Local Business, including applicable documentation
  - d) Statement of Bidder's Qualifications
- 8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
- 9. The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

# H. Bid Guarantee: Deposit and Time Period

- 1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- 2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- 3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- 4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

5. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

## I. Administrative Fee

Each Bidder must submit with its bid a certified or cashiers' check in the amount set forth in Part I.A. "Administrative Fee" as an administrative fee for processing and handling of non-responsive bids. Upon award of the contract, the successful Bidder's check, and the checks of all Bidders whose bids are determined by the Commission to have been responsive, shall be returned to the Bidders submitting them. Should one or more bids be rejected by the Commission as non-responsive, the checks from the non-responsive Bidder or Bidders shall be deposited in the general funds of the Commission as an administrative fee to compensate the Commission for the costs of processing and handling the non-responsive bid or bids.

# J. Bidder's Execution of Bid

- 1. The Bidder must execute the Bid in two (2) original counterparts.
- 2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
- 3. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be a ffixed. In the event that this bid is executed by other than the President, a ttach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- 4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

# K. Basis of Award (Award Criteria)

The Bidder shall complete the figures in the Award Criteria Formula to compute the Award Criteria Figure and complete the Trade Participation information. Such information shall be attached to the bid on the form provided.

# L. Alternates

The Bidder shall indicate a price for each and every Alternate, if any, described in the Contract Documents.

## M. Unit Prices

- 1. The Bidder is required to complete the Unit Prices form in its entirety.
- 2. Unit prices provided may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the Unit Prices.



3. Unit Prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision, and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours, and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage, or difficulties shall be made.

# N. Affidavit of Non-Collusion

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

# O. MBE and WBE Commitments

Pursuant to Article 23 "MBE/WBE Special Conditions, each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract.

# P. Affidavit of Uncompleted Work

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder's own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

# Q. Bidder's Financial Statement

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier then the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

# R. Disclosure Affidavit

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit pursuant to Section 21.13 "Disclosure Affidavit."

#### S. Affidavit of Local Business

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Affidavit of Local Business with current documentation as required in Section 21.18 "Local Business Preference."

# T. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

# U. Disclosure of Retained Parties

The lowest responsible and responsive Bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on said document.

## V. Submission of Bid

- 1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
- 2. Bids received prior to the advertised hour of opening will be securely kept.
- 3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals and provided "BID MODIFICATIONS TO SEALED PROPOSAL" is marked on the lower left-hand corner of the envelope in which the bid modification is enclosed so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

# W. Withdrawal Of Bids Before Bid Opening

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

# X. Opening Of Bids

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

# Y. Evaluation of Bids

- The Commission reserves the right to check all calculations and to correct all extensions in case of
  error.
- 2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
- 3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

# Z. Award Of Contract; Rejection Of Bids

- 1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria, as defined herein, complying with the conditions set forth in the Contract Documents. However, if the local business preference is applicable, the determination of the lowest responsible bidder will be made after a two percent (2%) local business preference is applied to the Award Criteria of all Bidders that do not meet the conditions defined in Section 21.18 "Local Business Preference."
- 2. The Bidder to whom the award is made will be notified at the earliest possible date.
- 3. Upon award of Contract, the Commission will process the Contract for final execution.



4. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

# AA. Performance and Payment Bond and Insurance

- 1. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.
- 2. The Performance and Payment Bond shall be in the form herein and in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- 3. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

# BB. Order of Precedence of Components of the Contract Documents

- 1. The order of precedence of the components of the Contract Documents shall be as follows:
  - a) Standard Terms and Conditions (Book 1);
  - b) Addenda, if any;
  - c) Drawings;
  - d) Technical Specifications;
  - e) Project Information, Instructions, and Execution Documents (Book 2);
  - f) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
  - g) Performance and Payment Bond, if required.
- 2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

# CC. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.



- 2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.
- VI. VI. EXHIBIT 1 Prevailing Wage Rates (Attached)

# **Cook County Prevailing Wage for September 2003**

Trade Name				Base	FRMAN						Vac	Trng
	==		=									
ASBESTOS ABT-GEN		ALL		29.000						3.380		
ASBESTOS ABT-MEC		BLD		23.300						5.520		
BOILERMAKER		BLD		35.600						5.690		
BRICK MASON		BLD			32.550					5.860		
CARPENTER		ALL		33.320						4.140		
CEMENT MASON		ALL			35.000					3.750		
CERAMIC TILE FNSHER COMM ELECT.		BLD BLD		24.450 29.940						5.240		
ELECTRIC PWR EOMT OP		ALL		33.000						7.770		
ELECTRIC PWR GRNDMAN		ALL			38.450					6.060		
ELECTRIC PWR LINEMAN		ALL		33.000						7.770		
ELECTRICIAN		ALL		33.650						5.980		
ELEVATOR CONSTRUCTOR		BLD			40.110				· -	2.880		
FENCE ERECTOR		ALL			23.790					5.020		
GLAZIER		BLD			28.800					7.800		
HT/FROST INSULATOR		BLD			32,200		1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER		ALL			29.750		1.5	2.0	4.170	3.380	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		ALL		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD	1	35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	2	34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER				31.850						4.500		
OPERATING ENGINEER		BLD	4	30.100	39.700	2.0				4.500		
OPERATING ENGINEER				38.350						4.250		
OPERATING ENGINEER				36.850						4.250		
OPERATING ENGINEER				32.800						4.250		
OPERATING ENGINEER				27.300						4.250		
OPERATING ENGINEER				33.900						4.500		
OPERATING ENGINEER				33.350						4.500		
OPERATING ENGINEER			_	31.300						4.500		
OPERATING ENGINEER			_	29.900						4.500		
OPERATING ENGINEER				29.850						7.620		
ORNAMNTL IRON WORKER		ALL			35.260					4.400		
PAINTER PAINTER SIGNS		BLD			28.660					2.040		
PILEDRIVER		ALL			34.820					4.140		
PIREDRIVER		BLD			36.000					5.350		
PLASTERER		BLD			30.990					5.450		
PLUMBER		BLD			38.000					3.040		
ROOFER		BLD			32.850					2.460		
SHEETMETAL WORKER		BLD			33.190		1.5	2.0	4.310	6.790	0.000	0.490
SIGN HANGER		BLD		22.530	23.380	1.5	1.5	2.0	3.730	1.890	0.440	0.000
SPRINKLER FITTER		BLD			35.500					5.000		
STEEL ERECTOR		ALL		32.580	34.080	2.0				9.660		
STONE MASON		BLD			32.550					5.860		
TERRAZZO FINISHER		BLD		25.140	0.000	2.0				4.630		
TERRAZZO MASON		BLD		29.050	30.550	2.0				5.550		
TILE MASON		BLD		29.850	31.850	2.0				4.750		
TRAFFIC SAFETY WRKR		HWY		22.050	23.550	1.5						0.000
TRUCK DRIVER	E	ALL	1	26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL 2	27.150	27.550	1.5	1.5 2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 3	27.350	27.550	1.5	1.5 2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 4	27.550	27.550	1.5	1.5 2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL 1	27.500	28.050	1.5	1.5 2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 2	27.650	28.050	1.5	1.5 2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 3	27.850	28.050	1.5	1.5 2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 4	28.050	28.050	1.5	1.5 2.0	4.200	3.100	0.000	0.000
TUCKPOINTER		BLD	30.850	31.850	1.5	1.5 2.0	3.760	4.900	0.000	0.390

# 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 from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos 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.

#### 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.

## 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.

# 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. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; 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.

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.



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

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Assistant Secrétary TIMOTHY J. MITCHELL November 12, 2003

Michael J. Lusk G.F. Structures Corporation 4655 West Arthington Street Chicago, Illinois 60644

RE: Notice of Award

Contract No.: 1317

Type of Work: New Construction

Project:

Vodak-East Side Branch Library

Dear Mr. Lusk:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 12, 2003 the Commission awarded to your company Contract No. 1317 in the amount of \$4,071,814.85.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than November 21, 2003.

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

Sincerely,

Kevin Gujral

**Executive Director** 

cc:

D. Lai Trinal

DB Sterlin Consultants, Inc.



Richard J. Daley Center 5D W. Washington Street Room 200 Chicago, illinois 60602 (312) 744-3090 Fax: (312) 744-8005 www.pbechicago.com

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Secretary EDGRICK C. JOHNSON

Assistant Secrétary TIMOTHY J. MITCHELL January 5, 2004

Michael J. Lusk G.F Structures Corporation 4655 West Arthington Street Chicago, IL 60644

RE: NOTICE TO PROCEED

Contract No.: 1317 Project No.: CPL-40

Type of Work: New Construction

Project:

Vodak East-Side Branch Library

Dear Mr. Lusk:

Pursuant to Contract No.1317, which was awarded to your firm on November 12, 2003 you are hereby notified that the commencement date for this project is January 5, 2004.

Pursuant to the Contract, all work must be completed within 425 consecutive calendar days of the commencement date. The substantial completion date is established as March 5, 2005. Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

In accordance with Section 15.02.3 of Book 1, the invoice target date is established as the 15th day of each month. Such invoice shall cover work performed as of the last day of the previous month. If the target date falls on a weekend or holiday, your payment application must be received on the next business day. Failure to submit payment applications as directed constitutes an event of default and may result in payment delays.

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. DB Sterlin Consultants, Inc. will perform as the Commission's Owner's Representative. Please submit the original and three copies of all correspondence pertaining to this work to: Name:

Christopher Holt

Company:

DB Sterlin Consultants, Inc.

Address:

208 South LaSalle St., Suite 1130, Chicago, IL 60604

along with a copy to David Lai, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on January 5, 2004.

This Notice To Proceed does not authorize any of your subcontractors to enter upon the project site or to commence any work prior to subcontractor approval by the Commission's representative pursuant to Section 19.03 of Book 1 "Standard Terms and Conditions for Construction Contacts".

Sincerely,

Public Building Commission of Chicago

Kevin Gujral

**Executive Director** 

KG/dz

Cc:

Jack Brankin

D. Lai

Construction Cost Systems Inc.

Julia Sportolari Nancy Jahnel

Target