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**Book 2**  
**PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. 1313**  
**Furniture, Fixtures and Equipment for**  
**Harold Washington College Renovation**  
**30 East Lake Street**  
**Chicago**  
**CCN-31**  
**Purchase and Install**

**FOR**

**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

*Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Supply and Installation" dated September 16, 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.*

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**EXHIBITS**

**1. COOK COUNTY PREVAILING WAGES**

## DOCUMENT SUBMITTAL CHECKLIST

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

1. \_\_\_\_\_ Contractor's Bid
2. \_\_\_\_\_ Bid Guarantee
3. \_\_\_\_\_ Administrative Fee for Non-Responsive Bids
4. \_\_\_\_\_ Acceptance of the Bid
5. \_\_\_\_\_ Affidavit of Non-Collusion
6. \_\_\_\_\_ Affidavit of Local Business, including business license
7. \_\_\_\_\_ Statement of Bidder's Qualifications
8. \_\_\_\_\_ Schedule A - Affidavit of MBE/WBE (if applicable), including current certification letter(s)
9. \_\_\_\_\_ Schedule B - Affidavit of Joint Venture (if applicable)
10. \_\_\_\_\_ Schedule C - Letter of Intent from MBE/WBE, including current certification letter
11. \_\_\_\_\_ Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
12. \_\_\_\_\_ Schedule E - Request for Waiver from MBE/WBE Participation

If not currently on file with the Commission, please submit the following documents with your bid:

1. \_\_\_\_\_ Financial Statement
2. \_\_\_\_\_ Disclosure Affidavit

The Contractor is required to submit the following within five (5) days of Notice of Award.

1. \_\_\_\_\_ Disclosure of Retained Parties (or within 5 business days of bid opening)

# I. PROJECT INFORMATION

## A. General Project Information

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

**Furniture, Fixtures and Equipment for  
Harold Washington College Renovation  
30 East Lake Street  
Purchase and Install  
CCN-31**

2. **General Description of the Scope:**

- a) As described in the specifications, the work includes the procurement and installation of furniture and equipment for the facility. The furniture and equipment are to be installed on floors one through eleven, and the lower level that have either undergone a full or partial renovation. A four-phase construction schedule will follow. All work is to be coordinated with the base building general contractor and Architect.
- b) This description 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 furnish, deliver and install all furniture, fixtures and equipment 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: City Colleges of Chicago**

4. **City Funded? Yes**

5. **Do Bidders need to be Pre-Qualified? No**

6. **Pre-Bid Meeting: Wednesday, August 13, 2003 at 10:00 A.M.** on the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, Illinois 60602.

7. **Bid Opening: Tuesday, August 26, 2003 at 2:00 P.M.** Richard J. Daley Center, 66 West Washington Street, Chicago, Illinois 60602.

8. **Bid Deposit: \$77,500.00**

9. **Administrative Fee for Non-Responsive Bids: \$5,000.00**

10. **Amount of Contingency Fund: \$100,000.00**

11. **Document Deposit: Zero**

12. **Cost for Additional Documents (per set):** Half size drawings + specifications: \$120.00 or Full size drawings + specifications: \$140.00

13. **Award of Contract**

Attention is called to Part V. "Instructions to Bidders" Section V for procedures regarding the award of the Contract.

**B. Time of Completion**

The Work shall be completed within Five Hundred Ninety Nine (599) Calendar Days upon issuance of the Notice to Proceed. It is anticipated that the delivery schedule will be as follows:

<i>Anticipated Schedule</i>	<i>Date</i>
<i>Phase 1 Completion</i>	<i>1/13/04</i>
<i>Phase 2 Completion</i>	<i>5/28/04</i>
<i>Phase 3 Completion</i>	<i>8/16/04</i>
<i>Phase 4 Completion</i>	<i>3/21/05</i>
<i>Final Completion and Final Acceptance</i>	<i>5/10/05</i>

**C. Contingency Fund**

Within the Contractor's Base Bid, a Contingency Fund shall be included in the amount specified above in I.A.10 for the exclusive use of the Commission at its 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. 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.

**E. 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                      \$5,000.00 per Day

Completion of Punch List Work              \$2,500.00 per Day

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

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request. 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.

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.

## F. Insurance Requirements

The Contractor shall 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.

### 1. Insurance To Be Provided by 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 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, City Colleges of Chicago, Harold Washington College is 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 Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

#### 3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, including MSC90 Endorsement (if applicable) with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, City Colleges of Chicago, Harold Washington College is to be named as additional insureds on a primary, non-contributory basis.

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

#### 4) Professional Liability

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

5) Property

Contractor must be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies) owned, rented, or used by Contractor. Contractor is responsible to all loss or damages to Public Building Commission of Chicago, Chicago City Colleges and Harold Washington property at full replacement value.

6) Property/ Installation Floater

All Risk Property/installation insurance at replacement cost insuring loss or damage to furniture, equipment, materials and/or supplies that are part of the project (or Contract). The Public Building Commission is to be named as an additional insured and loss payee. Contractor is responsible for all loss or damage to PBC property at replacement cost during installation, modification, maintenance and/or repairs. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Public Building Commission, 50 W. Washington, Department of Procurement, 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 Public Building 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 Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must 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 Public Building

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 Public Building 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 employees, elected officials, agents, or representatives.

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 Public Building Commission 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.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

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.

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.

**G. 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 **Devra Ellis**.

**H. Prevailing Wage Rates**

Prevailing wage rates in effect at the time of issuance of these Contract Documents are detailed below. One resource for determining the current prevailing wage rate is the Internet site [www.PrevailingRate.com](http://www.PrevailingRate.com), maintained by the Construction Industry Service Corporation.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1313 containing a full set of Contract Documents, including, but not limited to, a) Terms and Conditions, b) Addenda Nos. (none unless indicated here)     Addenda 1 and 2    , c) Project Information, Instructions, and Execution Documents, d) Technical Specifications, and e) Plans and Drawings.

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 furniture, fixtures and equipment with the quality and workmanship required to complete the project located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page. It is stipulated that said Base Contract Price includes a Contingency Fund as described in the Project Information section in the amount designated under therein.

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 Project Information section and the Technical Specifications.

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.

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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1313

DESCRIPTION	DIVISION	\$ AMOUNT
Furnishings	12	<del>\$2,999,147.31</del>
Fee		
<b>SUB-TOTAL</b>		\$ <del>2,999,147.31</del>
Commission's Contingency Fund		\$100,000.00
<b>TOTAL BASE BID</b>		\$ <del>3,099,147.31</del>

2,977,821.<sup>89</sup>  
jm

2,977,821.<sup>89</sup>  
jm

3,077,821.<sup>89</sup>  
jm

BASE CONTRACT PRICE (to be completed by the Commission): Three Million  
Seventy Seven Thousand Eight Hundred Twenty One  
89/cents dollars

3,077,821.<sup>89</sup>  
jm

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

**BID BREAKDOWN**

**SHELVING AND RELATED ITEMS**

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
SH-1A	30"/36"w X 24" d X 66"h Shelving	M6246	226	219.39	303.01	68,480.26
SH-1B	30"/36"w X 12"d X 66"h Shelving	M6126	11	139.44	223.06	2,453.66
SH-2A	30"/36"w X 24"d X 54"h Shelving	M6236MOD	54	184.64	268.26	14,486.04
SH-2B	30"/36"w X 12"d X 54"h Shelving	M6116MOD	17	121.41	205.03	3,485.51
SH-3	36"w X 32"d X 66"h Shelving	M6246MOD	7	270.64	354.26	2,479.82
EP-1	End Panel	MM2568	66	337.43	350.99	23,165.34
EP-2	End Panel	MM1368	4	179.23	192.79	771.16
EP-3	End Panel	MM2556	22	278.67	292.23	6,429.06
EP-4	End Panel	MM1356	4	150.98	164.54	658.16
TP-1	Top Panel	MM12XX	4	519.80	533.36	2,133.44
TP-2	Top Panel	MM25XX	44	826.29	839.85	36,953.40
BC-1	36"w x 18"d x 64.75"h Bookcase	BC536/SH	3	363.92	387.91	1,163.73
BC-2	36"w x 18"d x 64.75"h Bookcase	BC536/SH	7	363.92	387.91	2,715.37
BS-1	72"w x 48"d x 120"h Bulk Storage	PER SPEC	12	237.71	301.25	3,615.00
BS-2	84"w x 48"d x 120"h Bulk Storage	PER SPEC	3	288.16	351.71	1,055.13
BS-3	96"w x 48"d x 120"h Bulk Storage	PER SPEC	4	301.66	365.20	1,460.80
BS-4	48"w x 24"d x 120"h Bulk Storage	PER SPEC	8	137.80	201.34	1,610.72

\$ 173,116.60

**SUBTOTAL**

**SHELVING AND RELATED ITEMS**

**CABINET AND STORAGE ITEMS**

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
UC-1A	36"w x 18"d x 65"h Utility Cabinet	SC536I.S	10	352.72	376.71	3,767.10
UC-1B	36"w x 18"d x 65"h Utility Cabinet	SC536I.P	9	302.32	326.31	2,936.79
UC-1C	36"w x 18"d x 65"h Utility Cabinet	SC536I.P	7	352.72	376.71	2,636.97
F-1A	36"w x 18"d x 29"h Filing Cabinet		0	0.00	0.00	0.00
F-1B	36"w x 18"d x 29"h Filing Cabinet	PLF236NI	8	521.78	545.77	4,366.16
F-1C	36"w x 18"d x 29"h Filing Cabinet	PLF236NI	2	499.39	523.38	1,046.76

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
F-2	36"w x 18"d x 52.75"h Filing Cabinet	PLF436NI	68	480.74	504.73	34,321.64
F-3A	42"w x 18"d x 29"h Filing Cabinet		0	0.00	0.00	0.00
F-3B	36"w x 18"d x 29"h Filing Cabinet	PLF242NI	28	554.27	578.25	16,191.00
F-3C	42"w x 18"d x 29"h Filing Cabinet	PLF242NI	4	371.37	395.36	1,581.44
F-4A	42"w x 18"d x 52.75"h Filing Cabinet	PLF442NI	30	529.62	553.61	16,608.30
F-4B	42"w x 18"d x 52.75"h Filing Cabinet	PLF442NI	3	529.62	553.61	1,660.83
F-5	30"w x 18"d x 29"h Filing Cabinet	PLF230NI	3	491.18	515.17	1,545.51
F-6	42"w x 18"d x 39.125"h Filing Cabinet	PLF342NI	6	408.70	432.69	2,596.14
F-7	Lateral file sequence track	SEQUENCE	1	5,279.93	6,411.31	6,411.31

\$ 95,669.95

SUBTOTAL

CABINET AND STORAGE ITEMS

GUEST SEATING

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
GS-1A	Aluminum stacking chair		0	0.00	0.00	0.00
GS-1B	Aluminum stacking chair	091A	56	152.04	157.95	8,845.20
GS-2	Stacking guest chair w/o arms	8903-SPE	80	184.53	190.44	15,235.20
GS-3	Stacking guest chair w/ arms	8901-SPE	12	183.65	189.56	2,274.72
GS-4	Stacking guest chair w/o arms	8903-SPE	14	147.80	153.71	2,151.94
GS-5	Ergonomic sled base chair w/o arms	TSNAUPBL	3061	174.25	184.16	552,664.16
GS-6	Stackable side chair w/ arms	RAPWAUB-	12	171.13	177.04	2,124.48
GS-7	Ergonomic sled base chair w/o arms	TSNAUPBL	16	193.68	199.59	3,193.44
GS-8	Stacking guest chair w/o arms	RAPNAUB-	36	141.86	147.77	5,319.72
GS-9	Stacking guest chair w/o arms	RAPNAUB	144	141.08	146.99	21,166.56
GS-10	Stacking guest chair w/o arms	RAPNAUB	48	152.47	158.38	7,602.24
GS-11	Ergonomic sled base chair w/o arms	TSNAUPBL	450	204.84	210.75	94,837.50
GS-12	Stacking guest chair w/o arms	8903-SPE	40	190.47	196.38	7,855.20
TD-1	Transport Dolly	TVD	12	128.14	134.05	1,608.60

SUBTOTAL

GUEST SEATING

\$ 724,878.96 gm

TASK SEATING AND STOOLS

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
TS-1A	Ergonomic task chair w/o arms	P2TP-SA	106	272.61	283.04	52,079.36
TS-1B	Ergonomic task chair w/ T arms	P2TP-BF-	4	649.89	660.32	2,641.28
TS-2	Ergonomic task chair w/o arms	TPNAU-SA	59	232.12	242.55	14,310.45
TS-3	Ergonomic task chair w/o arms	P2TP-SA-	8	247.81	258.24	2,065.92

30,002.24 gm

PUBLIC BUILDING COMMISSION OF CHICAGO

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Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
TS-4	Ergonomic task chair w/o arms	TPNAU-BL	66	216.02	226.45	14,945.70
TS-5	Ergonomic task chair w/o arms	P2TP-GR-	12	272.61	283.04	3,396.48
TS-6	Ergonomic task chair w/o arms	TPNAU-BL	468	218.72	229.15	107,242.20
TS-7	Ergonomic task chair w/o arms	P2TP-NL-	22	272.84	283.27	6,231.94
TS-8	Ergonomic task chair w/o arms	TPNAU-BL	29	241.58	252.01	7,308.29
TS-9	Executive high back chair w/ arms	VR-EOK	6	555.47	565.90	3,395.40
TS-10	Ergonomic executive chair w/ arms	P2EU-BLK	90	737.69	748.12	67,330.80
TS-11	Executive high back chair w/ arms	VR-EOK	30	537.68	548.11	16,443.30
TS-12	Ergonomic task chair w/o arms	P2TP-BK-	7	1,366.58	1,377.01	9,639.07
TS-13	Ergonomic task chair w/o arms	TPNAU-BL	9	207.70	218.13	1,963.17
TS-14	Ergonomic task chair w/o arms	TPNAU-SA	11	217.99	228.42	2,512.62
TS-15	Ergonomic task chair w/o arms	P2TP-BL-	5	300.75	311.18	1,555.90
S-1	Mid height lab stool	SZ 242	36	293.35	308.30	11,098.80
S-2	Ergonomic upholstered stool w/o arms	TPSNAU-M	2	260.96	275.91	551.82
S-3	Upholstered stool w/o arms	40BS1	79	150.29	165.24	13,053.96
S-4	Ergonomic upholstered stool w/o arms	TPSNAU-M	2	239.48	254.43	508.86
S-5	Ergonomic upholstered stool w/o arms	TPSNAU-M	7	252.07	267.02	1,869.14

SUBTOTAL

\$ ~~340,144.46~~ 318,067.34 gm

TASK SEATING AND STOOLS

LOUNGE SEATING AND RELATED ITEMS

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
LC-1A	Lounge chair w/ tubular steel legs	ATEXLO CR	8	947.90	960.59	7,684.72
LC-1B	Lounge chair w/ tubular steel legs	ATLXLO CR	8	881.21	893.90	7,151.20
LC-2	32"w x 31"d Upholstered lounge chair	LIDO-6823	12	809.35	833.34	10,000.08
LC-3	32"w x 31"d Upholstered lounge chair	LIDO-6823	14	847.77	871.76	12,204.64
LC-4	32"w x 31"d Upholstered lounge chair	LIDO-6823	40	809.35	833.34	33,333.60
LC-5	31.5"w x 30"d Upholstered lounge chair	JESS-5623	20	814.14	838.13	16,762.60
LC-6A	Curved maple lounge chair suite	548-560-5	2	5925.99	6017.78	12,035.56
LC-6B	Curved maple lounge chair suite	548-560-5	1	4647.38	4739.17	4,739.17
LC-7	32"w x 31"d Upholstered lounge chair	6823	2	847.77	871.76	1,743.52
LC-8	32"w x 31"d Upholstered lounge chair	6823	14	922.35	946.34	13,248.76
OT-1	36"w x 22"d ottoman	5920-2236	6	562.61	573.04	3,438.24
OT-2	48"w x 30"d ottoman	5920-3048	2	598.37	608.80	1,217.60

SUBTOTAL

\$ 123,559.69

LOUNGE SEATING AND RELATED ITEMS

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

**TABLES (POWERED)**

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
CT-1	42"w x 30"d Computer table	PC3042	5	577.63	635.52	3,177.60
CT-2	42"w x 30"d Computer table	PC3042	30	577.63	635.52	19,065.60
CT-3	60"w x 30"d Computer table	PC3060	2	600.52	658.41	1,316.82
CT-4	42"w x 30"d Computer table	PC3042	390	577.63	635.52	247,852.80
CT-5	48"w x 30"d Computer table	PC3048	40	595.02	652.91	26,116.40
CT-6	60"w x 30"d Computer table	PC3060	54	600.52	658.41	35,554.14
CT-7	72"w x 30"d Computer table	PC3072	7	606.01	663.90	4,647.30
CT-8	48"w x 30"d Computer table	PC3048	18	595.02	652.91	11,752.38
CT-9	72"w x 30"d Computer table	PC3072	24	606.01	663.90	15,933.60
CT-10	36"w x 30"d Computer table	PC3036	4	568.48	626.37	2,505.48
RT-3	Custom 114" dia. round table	PCSP114/	2	3032.47	3118.61	6,237.22
C-1	30"w x 30"d Computer table w/ panels	PC3030/C	17	773.93	899.62	15,293.54
C-2	36"w x 30"d Computer table w/ panels	PC3036/C	15	808.26	933.95	14,009.25
C-3	42"w x 30"d Computer table w/ panels	PC3042/C	3	911.22	1036.91	3,110.73
C-4	48"w x 30"d Computer table w/ panels	PC3048/C	1	956.99	1082.68	1,082.68

**SUBTOTAL \$ 407,655.54**

**TABLES (POWERED)**

**TABLES (NON-POWERED)**

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
T-1A	48"w x 48"d x 30"h Table w/ wood edge	ANTRIM48	1	1794.44	1,824.08	1,824.08
T-1B	48"w x 48"d x 36"h Table w/ wood edge	ANTRIM48	6	1849.45	1879.45	11,276.70
T-2	60"w x 42"d x 29"h Table w/ wood edge	24CT2400	4	810.53	840.17	3,360.68
T-3	72"w x 42"d x 29"h Table w/ wood edge	24CT2400	6	774.73	804.37	4,826.22
T-4			0			
T-5	54"w x 18"d x 29"h Table w/ resin edge	T25FT-SS	1376	350.02	389.67	536,185.92
T-6	30"w x 18"d x 29"h Table w/ resin edge	T24FT-SS	209	323.93	353.57	73,896.13
T-7	60"w x 42"d x 29"h Table w/ PVC edge	24CT1300	5	457.09	486.72	2,433.60
T-8	72"w x 42"d x 29"h Table w/ wood edge	ANTRIM72	12	1681.44	1711.08	20,532.96
T-9	72"w x 42"d x 29"h Table w/ wood edge	ANTRIM72	27	1681.44	1711.08	46,199.16
T-10	60"w x 42"d x 29"h Table w/ wood edge	ANTRIM60	6	1485.95	1515.59	9,093.54
T-11	30"w x 18"d x 29"h Table w/ resin edge	T24FT-SS	2	323.36	356.83	713.66
T-12	54"w x 18"d x 29"h Table w/ resin edge	T25FT-SS	38	389.03	389.03	14,783.14
T-13	60"w x 30"d x 29"h Wood table	31VT2600	3	1963.79	1993.43	5,980.29
T-14	72"w x 30"d x 29"h Wood table	31VT2600	2	2020.24	2049.88	4,099.76
RT-1	47" dia. x 29"h Table w/ SST top	EMS500/A	14	800.89	830.53	11,627.42

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1313

RT-2	48" dia. x 29"h Wood table	24VT2600	2	1444.30	1468.29	2,936.58
RT-4	42" dia. x 29"h Wood table	24VT2400	1	1176.75	1200.74	1,200.74
RT-5	48" dia. x 29"h Table w/ wood edge	ANTRIM48	1	1680.31	1704.30	1,704.30
RT-6	72" dia x 29"h Folding table	DLR72	27	312.55	325.24	8,781.48
CFT-1	72"w x 42"d x 29"h Table w/ wood edge	24CT2400	2	774.73	821.32	1,642.64
CFT-2	72"w x 42"d x 29"h Wood table	24VT2600	1	1302.03	1348.62	1,348.62
C-5A/B	42"w x 30"d x 36"h Carrel (starter&adder)	LDSCS/LD	34	881.23	1006.92	34,235.28
ET-1	24" dia. x 17"h Table w/ laminate top	SEA518G	8	267.80	280.15	2,241.20
ET-2	24"w x 24"d x 22"h Wood table	2503	4	317.89	330.24	1,320.96
ET-3	24"w x 24"d x 22"h Wood table	2503	20	317.89	330.24	6,604.80
ET-4	26"w x 26"d x 20"h Wood table	09T11	4	525.16	537.52	2,150.08
ET-5	24" dia. x 16"h Wood table	09T14	5	583.53	595.88	2,979.40

**SUBTOTAL** \$813,979.34  
**TABLES (NON-POWERED)**

**MISCELLANEOUS ITEMS**

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
P-1	Mobile teaching unit	ATBT44FR	81	515.98	539.97	43,737.57
P-2	Wood podium	LEV 20	2	1107.81	1120.50	2,241.00
L-1	Single tier standard lockers	5112-SPE	31	116.70	140.69	4,361.39
H-1	2-3/8" x 1-5/8" Combo coat hook	CH19	24	18.59	29.02	696.48

**SUBTOTAL** \$ 51,036.44  
**MISCELLANEOUS ITEMS**

**ART SPACE WALL ITEMS**

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
A-1	Plexiglas printed pictures, 1" silkscreen letters, and 3" vinyl letters	CustomAR	1		48,568.61	48,568.61

**SUBTOTAL** \$ 48,568.61  
**ART SPACE WALL ITEMS**

**SYSTEM FURNITURE AND RELATED ITEMS**



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

Item Code	Description	Manufacturers Model #	Qty.	Unit Cost	Unit Total Installed	Extension
PS-1	72"w x 108"d x 56"& 69"h workstation	PER SPEC	13	1693.68	1912.59	24,863.67
PS-2	43"w x 126"d x 43"& 56"h workstation	PER SPEC	2	2471.52	2690.44	5,380.88
PS-3	72"w x 72"d x 56"h workstation	PER SPEC	12	1515.43	1734.35	20,812.20
PS-4	72"w x 72"d x 56" & 69"h workstation	PER SPEC	2	1582.63	1801.55	3,603.10
PS-5A	72"w x 72"d x 69"h workstation	PER SPEC	37	1523.07	1741.99	64,453.63
PS-5B	72"w x 108"d x 69"h workstation	PER SPEC	5	1849.17	2068.08	10,340.40
PS-6	43"h panels for existing furniture	PER SPEC	1	30580.69	32,743.33	32,743.33
FS-1A	72"w x 30"d desk, 42"w x 24"d return	PER SPEC	6	1017.71	1081.25	6,487.50
FS-1B	72"w x 30"d desk	PER SPEC	21	846.39	909.93	19,108.53
FS-1C	60"w x 30"d desk	PER SPEC	5	829.71	893.25	4,466.25
FS-2A	72"w x 30"d desk	PER SPEC	7	719.45	782.99	5,480.93
FS-2B	72"w x 30"d desk, 42"w x 24"d return	PER SPEC	1	761.20	841.69	841.69
FS-3	42"w corner, 36"w & 42"w returns	PER SPEC	4	813.43	927.82	3,711.28
FS-4	120"w x 108"d x 24"d worksurfaces	PER SPEC	1	1704.83	1861.60	1,861.60
FS-5A	72"w x 30"d desk	PER SPEC	1	719.45	782.99	782.99
FS-5B	72"w x 30"d desk, 42"w x 24"d return	PER SPEC	2	761.20	847.34	1,694.68
FS-6A	42"w corner w/ 48"w x 24"d returns	PER SPEC	1	804.65	919.04	919.04
FS-6B	36"w corner w/ 36"w x 24"d returns	PER SPEC	1	1061.92	1218.68	1,218.68
FS-6C	42"w corner, 24"w & 48"w returns	PER SPEC	2	962.40	1076.79	2,153.58
FS-6D	60"w x 30"d desk	PER SPEC	7	407.95	471.49	3,300.43
FS-7A	72"w x 30"d desk	PER SPEC	1	791.01	854.55	854.55
FS-7B	42"w corner, 24"w & 60"w returns	PER SPEC	4	1438.23	1552.62	6,210.48

List additional system components as necessary for a complete installed price of the drawings as shown and the system as specified.

SUBTOTAL	\$ <del>220,537.72</del> 221,289.42 <i>ga</i>
SYSTEM FURNITURE AND RELATED ITEMS	
COMMISSION'S CONTINGENCY FUND	\$ 100,000.00
<b>TOTAL FOR ALL ITEMS</b> (Total shall equal Total Base Bid on page 11)	\$ <del>3,099,147.31</del> 3,077,821.99 <i>ga</i>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

B. ACCEPTANCE OF THE BID

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

PUBLIC BUILDING COMMISSION OF CHICAGO

*Richard M. Daley*  
Chairman

*Edmund Johnson*  
Secretary

CONTRACTING PARTY

(Print or type names underneath all signatures)

Krueger International, Inc. through  
Midwest Office Interiors, Inc.

Contractor Name

695 Executive Drive  
Willowbrook, IL 60527

Address

If a Corporation:

By *Joseph E. Gollwitzer*  
Joseph E. Gollwitzer

President

Title of Signatory

ATTEST:

By *Thomas B. Andes*  
Thomas B. Andes

Secretary

Vice-President

Title

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 25th day of August, 2003.

*Donald H. Knapp, Jr.*  
Notary Public Signature  
Commission Expires: 9-18-04

(SEAL)

"OFFICIAL SEAL"  
Donald H. Knapp, Jr.  
Notary Public, State of Illinois  
DuPage County  
My Commission Expires Sept. 18, 2004

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

C. Corporate Resolution (if a Corporation)

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

Midwest Office Interiors, Inc.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on August 06, 2003, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated August 26, 2003 to the Public Building Commission of Chicago, for Contract No. 1313 of said Commission;

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

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

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

President:

Joseph E. Gollwitzer

Vice President:

Thomas B. Andes, Michael P. Fricilone

Secretary:

Joseph E. Gollwitzer

Treasurer:

Joseph E. Gollwitzer

Assistant Secretary:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 26th day of August, 2003.

Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

III. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

Joseph E. Gollwitzer, being first duly sworn, deposes and says that:

(1) He/She is President and Owner of Krueger International, Inc. through Midwest Office Interiors, Inc. 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 agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

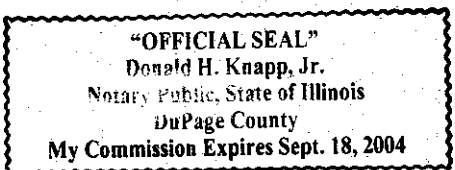
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/1.

[Signature]
(Signed) President

(Title)
Subscribed and sworn to before me this 25th day of August 20 03

[Signature]
ANP
(Title)

My Commission expires:



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

SCHEDULE B - Joint Venture Affidavit  
(1 of 3)

N/A

*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.*

NOT APPLICABLE

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
  - A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
\_\_\_\_\_  
\_\_\_\_\_
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_ %
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_ %
  - B. 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.  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

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

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

A. Financial decisions

---

B. Management decisions such as:

1) Estimating

---

2) Marketing and Sales

---

3) Hiring and firing of management personnel

---

4) Other

---

C. Purchasing of major items or supplies

---

D. Supervision of field operations

---

E. Supervision of office personnel

---

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

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---

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

---

---

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

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

State of

County of

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (Name)

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)

to execute the affidavit and did so as his or her free act and deed.

to execute the affidavit and did so as his or her free act and deed.

Notary Public

Notary Public

Commission expires: (SEAL)

Commission expires: (SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1313

**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: Harold Washington College

Project Number: 1313

FROM:

In Line Designs, Inc  
(Name of MBE or WBE)

MBE  WBE

TO:

Midwest Office Interiors, Inc  
(Name of General Bidder)

and Public Building Commission of Chicago

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor  
 a Partnership

a Corporation  
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 12, 2002. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Furniture procurement, project management  
and installation labor

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

26.8% of contract (\$803,772.00)



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1313

**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**

20 % 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 award from the Commission.

By:

In Line Designs, Inc  
Name of MBE/WBE Firm (Print)  
August 18, 2003  
Date  
773-752-6430  
Phone

[Signature]  
Signature  
William Cooper  
Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

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>

William Cooper, President  
In Line Designs, Inc.  
6846 South Paxton Avenue  
Chicago, Illinois 60649

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

Certification Effective:

**November 12, 2002**

Certification Expires:

**March 31, 2007**

Annual Affidavit Certificate Expires:

**September 30, 2003**

Dear Mr. Cooper:

Congratulations on your continued eligibility for certification as an **MBE** by the City of Chicago. Re-validation of **In Line Designs, Inc.**'s certification is required by **September 30, 2003**.

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:

**Facility Management; Computer Aided Designs; Furniture Selection**

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,

  
Lillie Cooper  
Director of Certification

LC/ds

NEIGHBORHOODS  
*Active!*  
  
BUILDING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1313

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: HAROLD WASHINGTON COLLEGE

Project Number: 1313

FROM:

ROEDIGER/CORPORATE INTERIOR PLANNING, INC. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

MIDWEST OFFICE INTERIORS and Public Building Commission of Chicago  
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor  
\_\_\_\_\_ a Partnership

X a Corporation  
\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/21/2003. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

furnishings supply, project management,  
and on-site supervision

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

6.75% OF CONTRACT AMOUNT (\$202,442.00)

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1313

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

- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

ROEDIGER/CORPORATE INTERIOR PLANNING  
 Name of MBE/WBE Firm (Print) INC.  
8-20-03  
 Date 312-930-9106  
 Phone

Barbara J. Roediger, President  
 Signature BARBARA J. ROEDIGER  
 Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
 Joint Venture Partner (Print)  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print)  
 MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

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>

Barbara J. Roediger, President  
Roediger Corporate Interior Planning, Inc.  
216 S. Jefferson, Suite #101  
Chicago, IL 60661

Certification Effective: July 31, 2002  
Certification Expires: July 31, 2007  
Annual Certificate Expires: July 31, 2003

Dear Ms. Roediger:

We are pleased to inform you that Roediger Corporate Interior Planning, 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 **July 31, 2003**. As a condition of continued certification during this five year period, you must promptly 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:

**Project Management; Interior Design, Space Planning Services; Dealer of Custom Carpeting, Furniture and Furnishing Accessories**

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

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

Very truly yours,

Lillie Cooper  
Director of Certification

LC/pgb





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  
(312) 744-4900  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

August 21, 2003

Barbara Roediger, President  
**Roediger Corporate Interior Planning, Inc.**  
216 South Jefferson  
Chicago, Illinois 60661

Dear Ms. Roediger:

On «DateRec», 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 90 days from your annual expiration date of July 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.

Sincerely,

A handwritten signature in cursive script that reads "Monica Cardenas".

Monica Cardenas  
Deputy Procurement Officer

MC/ak



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

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

Name of Project: Harold Washington College Renovation - FF&E

Contract Number: 1313

STATE OF ILLINOIS        }  
                                      } SS  
COUNTY OF COOK        }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

President

Title  
and duly authorized representative of

Krueger International, Inc. through Midwest Office Interiors, Inc.

Name of General Contractor  
whose address is

695 Executive Drive

in the City of Willowbrook, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule A, Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Inline Designs, Inc.	Procurement, Project Management, Delivery and Installation	\$803,772.00	\$
Roediger/Corporate Planning, Inc.	Specification, Procurement, Project Management	\$	\$202,442.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$803,772.00	\$202,442.00
<b>Percent of Base Bid</b>		26.8 %	6.75 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

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

SUB-SUBCONTRACTING LEVELS

% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Krueger International, Inc. through Midwest Office Interiors, Inc.

Name of Contractor (Print)

August 26, 2003

Date

630-850-8700

Phone

Signature

Joseph E. Gollwitzer, President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

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

**NOT APPLICABLE**

Date: \_\_\_\_\_

Kevin 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 18.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 18.01.8. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 18.01.8 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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1313

Affidavit Of Local Business

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Joseph E. Gollwitzer, being first duly sworn, deposes and says that:

1. He/She is President and Owner, Midwest Office Interiors, Inc.  
(Owner, Partner, Officer)  
of Kruager International, Inc. through Midwest Office Interiors, Inc.  
(the name of the Bidder that has submitted the attached Bid);

- 2. Bidder, or partner with at least 50% interest in joint venture Bidder, [ ] is  is not a "Local Business" as defined by the provisions of Section 16.11 of the Standard Terms and Conditions (Book 1).
- 3. Bidder, or partner with at least 50% interest in joint venture Bidder,  does [ ] 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:

695 Executive Drive - Willowbrook, IL 60527 PH:630-850-8700

- 4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 20 (insert number) regular full-time people, 0 (insert number) of whom work at City of Chicago location(s).
- 5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, [ ] is  is not subject to City of Chicago taxes.

Joseph E. Gollwitzer President, Midwest Office Interiors, Inc.  
(Signed) (Title)

Subscribed and sworn to before me this 27th day of August, 20 03

Bepi R. Hutmiere (SEAL)  
(Signature)

Notary  
(Title)  
My Commission expires: March 20, 2007



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

**Statement Of Bidder's Qualifications**

The Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

**Bidder** Krueger International, Inc. through Midwest Office Interiors, Inc.

**Submitted By** Joseph E. Gollwitzer

**Title** President, Midwest Office Interiors, Inc.

**Permanent Main Office Address** 695 Executive Drive  
Willowbrook, IL 60527

**Local Address** \_\_\_\_\_

**Local Telephone No. and FAX No.** PH: 630-850-8700 FX: 630-850-8746

How many years operating as contractor for work of this nature? 8 Years

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

	<b>Name/Address</b>	<b>Dollar Amount</b>	<b>Year of Contract</b>	<b>Nature of Project</b>
1.	Zurich North America, New York, NY	\$3,000,000.00	2002	Office Renovation FF&E
2.	GOSS International, Bolingbrook, IL	\$1,000,000.00	2002	Office Move FF&E
3.	Society of Actuaries, Schaumburg, IL	\$750,000.00	2003	Office Move FF&E
4.	Unilever Bestfoods, Milwaukee, WI	\$1,000,000.00	2003	Office Renovation - FF&E, Interior Finishes
5.	Dana Corporation, Lisle, IL	\$650,000.00	2001	Office Renovation - FF&E, Interior Finishes
	University of Chicago, Chicago, IL	\$500,000.00	2002-	Renovation FF&E
	The Burrows Company, Wheeling, IL	\$500,000.00	2001-	Office Renovation FF&E
	Wallace Computer Services, Lisle, IL	\$1,000,000.00	1996	Office Move FF&E

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

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 Midwest Office Interiors, Inc.
- (b) State and City in which incorporated Willowbrook, Illinois
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_ NOT APPLICABLE
- (d) Name and address of registered agent in Illinois

(e) Names and titles of officers authorized to sign contracts

Joseph E. Gollwitzer	President
Name	Title
Thomas B. Andes	Vice President, Operations
Name	Title

If submitted by a partnership:

- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

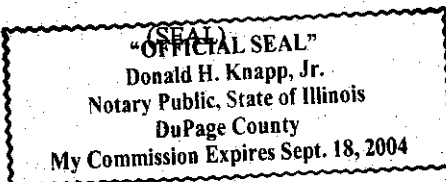
If submitted by an individual:

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

*Joseph E. Gollwitzer*  
Signature of Affiant

Subscribed and sworn to before me this 25th day of August 20 03

*Donald H. Knapp, Jr.*  
Notary Public  
My Commission expires: *9-18-04*



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

**Disclosure of Retained Parties**

The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about 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 undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: FF&E-HWC Renovation

Description of goods or services to be provided under Contract: \_\_\_\_\_

Procurement, Delivery, and Installation of furniture, fixtures and equipment for the Harold Washington College

2. Name of Contractor: Krueger International, Inc. through Midwest Office Interiors, Inc.

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.

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyists, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Inline Desians, Inc.	6846 S. Paxton-Chicago, IL 60649	Subcontractor	26.8% of contract
Ruediger/Corporate Planning, Inc.	216 S. Jefferson-Chicago, IL 60611	Subcontractor	6.75% of contract

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

Disclosure of Retained Parties (continued)

4. The Contractor understands and agrees as follows:

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

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.

Joseph E. Gollwitzer  
Signature

August 25, 2003  
Date

Joseph E. Gollwitzer  
Name (Type or Print)

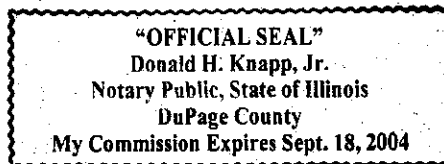
President - Midwest Office Interiors, Inc.  
Title

Subscribed and sworn to before me  
this 25th day of August, 2003

(SEAL)

Donald H. Knapp, Jr.  
Notary Public

Commission expires:



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

PERFORMANCE AND PAYMENT BOND

Contract No. 1313

Bond No. 400TB6503

KNOW ALL MEN BY THESE PRESENTS, that we, Krueger International, Inc. through Midwest Office Interiors Inc.,

a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of Willow Brook, State of Illinois, as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and St. Paul Mercury Insurance Company

a corporation organized and existing under the laws of the State of Minnesota, with offices in the State of Minnesota, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Three Million Seventy Seven Thousand Eight Hundred Twenty One and Eighty Nine Cents (\$3,077,821.89) 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 September 9, 2003, for the fabrication, delivery, performance and installation of

Harold Washington College Renovation- Furniture, Fixtures, and Equipment  
30 E. Lake Street, Chicago, Illinois

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Three Million Seventy Seven Thousand Eight Hundred Twenty One and Eighty Nine Cents (\$3,077,821.89 ), 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. 1313

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this September 16, 2003, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City State

\_\_\_\_\_  
Partner

CORPORATE SEAL

ATTEST:

Krueger International, Inc. through Midwest Office Interiors, Inc.

Corporate Principal

BY [Signature]  
Asst. Secretary  
Title

BY [Signature]  
President  
Title

645 Executive Dr.  
Willow Brook, Illinois 60527

St. Paul Mercury Insurance Company  
Corporate Surety

BY [Signature]  
Witness  
385 Washington Street  
St. Paul, MN 55102  
Business Address

By [Signature]  
Title Attorney-in-Fact

CORPORATE SEAL

The rate of premium of this Bond is \$ 9.30/\$7.80/\$6.50 per thousand. \*\*  
Total amount of premium charged is \$ 24,006.00 \*\*

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

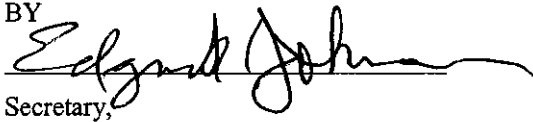
\*\* Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

BOND APPROVAL

BY



Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Kelly J. Andersen, certify that I am the Asst. Secretary of the Krueger International, Inc. through Midwest Office Interiors, Inc., corporation named as Principal in the foregoing performance and payment bond, that Richard J. Rusch who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 16 day of Sept 2003.



CORPORATE SEAL

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No.

23720

Certificate No. 1659694

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

Joyce Novak, Roger G. Ferris, Timothy J. McKenna, P.L. Cormier, Jeffrey R. Meisinger, Patrick A. McKenna, Charlotte Chaudon And Kelly L. Cody

Green Bay

Wisconsin

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2003.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



Peter W. Carman signature and name, Vice President

Thomas E. Huibregtse signature and name, Assistant Secretary

State of Maryland
City of Baltimore

On this 3rd day of February, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala signature

REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, 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 with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of September, 2003.



*Thomas E. Huibregtse*

Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

THIS POWER OF ATTORNEY IS VALID WITHOUT THE NEED OF A BORDER

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

### III. 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 Terms and Conditions; Project Information, Instructions, and Execution Documents; Technical Specifications; 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 an 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. 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.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

#### D. 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.

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

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.

### E. 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. 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.
4. 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.
5. The bidder shall fill in all relevant blank spaces including unit prices in ink or typewriter and not in pencil. If any Base Bid, Alternate Bid or Unit Price is omitted, the Public Building Commission of Chicago (PBC) may reject the entire bid. No conditional bids will be accepted. When a Bidder submits a bid with spaces containing erasures or other changes, each erasure or change shall be initialed, in ink, by the person signing the bid.
6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Unit Prices
  - e) Affidavit of Non-collusion
  - f) Schedule B - Joint Venture Affidavit with supporting documentation (if applicable)
  - g) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
  - h) Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
  - i) Schedule E - Request for Waiver from MBE/WBE Participation
  - j) Affidavit of Local Business, including applicable documentation
  - k) Statement of Bidder's Qualifications
7. Current versions of the following documents shall be on file at the Commission prior to bid opening:
  - a) Financial Statement
  - b) Disclosure Affidavit
8. The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

### F. Bid Guarantee: Deposit and Time Period

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I "Project Information" to ensure:

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1313

- 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.

### G. Administrative Fee

Each Bidder will 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.

### H. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate space in the "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 affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

## PUBLIC BUILDING COMMISSION OF CHICAGO

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### I. Alternates

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

### J. Unit Prices

1. GSA Pricing: All product pricing shall be based upon the GSA Federal Supply Schedule Contracts currently in force with the General Services Administration, under the Federal Acquisitions Streamlining Act of 1994 (Public Law 103355) which extends GSA pricing to local governmental entities.
2. The Bidder is required to complete the Unit Prices form in its entirety.
3. 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.
4. 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.
5. In accordance with the unit of measure specified, and the space provided, only one unit price is to be quoted for each item. Extensions and totals should also be shown. Bid price must include all transportation and handling charges, all installation, applicable taxes, trash removal, and product costs.

### K. 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.

### L. MBE and WBE Commitments

Pursuant to "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.

### M. Bidder's Financial Statement

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

### N. Disclosure Affidavit

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

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### O. Affidavit of Local Business

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

### P. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission prior to bid opening a fully executed Statement of Bidder's Qualifications. If Bidder does not have such statement on file, it must submit a copy with its bid. The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

### Q. 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.

### R. 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.

### S. 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.

### T. 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.

### U. Evaluation of Bids

1. 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.

## PUBLIC BUILDING COMMISSION OF CHICAGO

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3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

### V. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsible Bidder submitting the lowest Base Bid whose bid is lowest after the application of the 2% 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.

### W. 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.

### X. 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) Terms and Conditions;
  - b) Addenda, if any;
  - c) Drawings;
  - d) Technical Specifications;
  - e) Project Information, Instructions, and Execution Documents ;
  - f) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
  - g) Performance and Payment Bond, if required.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1313

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.

**Y. 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.

# Cook County Prevailing Wage for August 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			34.350	37.430	2.0	2.0	2.0	3.950	5.150	0.000	0.150
BRICK MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.250
CARPENTER	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON	ALL			34.000	35.000	2.0	1.5	2.0	5.080	3.750	0.000	0.150
CERAMIC TILE FNSHER	BLD			24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.	BLD			28.940	30.940	1.5	1.5	2.0	4.250	5.090	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRIC PWR GRNDMAN	ALL			25.740	38.450	1.5	1.5	2.0	4.350	6.060	0.000	0.120
ELECTRIC PWR LINEMAN	ALL			33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRICIAN	ALL			32.650	34.650	1.5	1.5	2.0	6.600	5.830	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			35.655	40.110	2.0	2.0	2.0	5.775	2.880	2.140	0.000
FENCE ERECTOR	ALL			22.540	23.790	1.5	1.5	2.0	5.500	5.020	0.000	0.000
GLAZIER	BLD			27.800	28.800	1.5	2.0	2.0	4.540	7.800	0.000	0.200
HT/FROST INSULATOR	BLD			29.800	31.550	1.5	1.5	2.0	5.910	7.560	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			28.000	28.750	1.5	1.5	2.0	3.580	2.970	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	0.250
MARBLE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.610	0.000	0.250
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	BLD 3			31.850	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	BLD 4			30.100	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	FLT 1			38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 2			36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 3			32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 4			27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	HWY 1			33.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	HWY 2			33.350	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	HWY 3			31.300	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	HWY 4			29.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	HWY 5			28.700	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
ORNAMNTL IRON WORKER	ALL			29.850	31.350	2.0	2.0	2.0	4.900	7.620	0.000	0.000
PAINTER	ALL			31.350	35.260	1.5	1.5	1.5	4.700	4.400	0.000	0.340
PAINTER SIGNS	BLD			25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER	BLD			34.000	36.000	1.5	1.5	2.0	5.720	5.350	0.000	0.000
PLASTERER	BLD			29.990	30.990	1.5	1.5	2.0	4.500	5.450	0.000	0.400
PLUMBER	BLD			36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER	BLD			30.850	32.850	1.5	1.5	2.0	4.120	2.460	0.000	0.320
SHEETMETAL WORKER	BLD			30.730	33.190	1.5	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			33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR	ALL			32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STONE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.250
TERRAZZO FINISHER	BLD			25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON	BLD			29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TRILE MASON	BLD			29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR	HWY			22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	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 material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the 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 exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which 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, hoses 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 &amp; 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; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); 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.



September 9, 2003

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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Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
TIMOTHY J. MITCHELL

Joseph E. Gollwitzer  
Krueger International Inc.,  
through Midwest Office Interiors Inc.  
645 Executive Drive  
Willow Brook, Illinois 60527

RE: **Notice of Award**  
Contract No.: 1313  
Type of Work: Furniture, Fixture, Equipment  
Project: Harold Washington College Renovation

Dear Mr. Gollwitzer:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on September 9, 2003 the Commission awarded to your company Contract No. 1313 in the amount of \$3,077,821.89.

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 September 16, 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. Ellis  
Target  
RM Chin & Associates



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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Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
TIMOTHY J. MITCHELL

October 2, 2003

Joseph E. Gollwitzer  
Krueger International Inc.,  
through Midwest Office Interiors Inc.  
645 Executive Drive  
Willow Brook, Illinois 60527

RE: **NOTICE TO PROCEED**  
Contract No.: 1313  
Project No.: CCN-31  
Type of Work: Furniture, Fixture, and Equipment (FF&E)  
Project: Harold Washington College Renovation

Dear Mr. Gollwitzer:

Pursuant to Contract No.1313, which was awarded to your firm on **September 9, 2003** you are hereby notified that the commencement date for this project is **October 2, 2003**.

Pursuant to the Contract, all furniture, fixtures and equipment must be delivered and installed in phases. Delivery and installation shall be completed in accordance with the schedule detailed below. All work shall be completed within **599** calendar days of the commencement date. The final completion date is established as **May 23, 2005**.

	<u>Delivery</u>	<u>Installation Completed</u>
<b>Phase I</b>	<b>12/30/2003</b>	<b>01/13/2004</b>
<b>Phase II</b>	<b>05/08/2004</b>	<b>05/28/2004</b>
<b>Phase III</b>	<b>08/14/2004</b>	<b>08/16/2004</b>
<b>Phase IV</b>	<b>03/16/2005</b>	<b>03/21/2005</b>

Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to meet the milestones date indicated above.

In accordance with Section 15.02.3 of Book 1, the invoice target date is established as the last day of each month. Such invoice shall cover work performed as of the 15th day of the current 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. R.M. Chin & Associates, 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: Brian D. Lorenc  
Company: R.M. Chin & Associates, Inc.  
Address: 401 N. Michigan, Ave., Chicago, IL 60611

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

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 Contracts".

Sincerely,

**Public Building Commission of Chicago**



Kevin Gujral  
Executive Director

KG/dz

Cc: Jack Brankin  
D. Ellis  
Julia Sportolari  
R.M. Chin & Associates  
Nancy Jahnel  
Target