

Original

Contractor:	Integrated Construction Technology Corp.
Address:	126 S. Villa Avenue
City/State/Zip:	Villa Park, IL 60018
Phone Number:	630 993-1800
Fax Number:	630 993-1809

**TO BE EXECUTED IN DUPLICATE**

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

**CONTRACT NO. 1329**

**Corkery School Campus Park  
Site Renovation  
2510 South Kildare Ave.  
Chicago, IL 60623  
CP6-01**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Richard M. Daley  
Chairman

Kevin S. Gujral  
Executive Director

Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

BY  
Harry O. Hefter Associates  
180 North Wabash  
Chicago, IL 60601

*Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts" dated January 20, 2004 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.*

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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DOCUMENT SUBMITTAL CHECKLIST

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

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

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

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

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

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

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**I. PROJECT INFORMATION**

**A. General Project Information**

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

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

**Corkery School Campus Park  
Site Renovation  
2510 South Kildare Ave.  
Chicago, IL 60623  
CP6-01**

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

- a) As described in the specifications, the project consists of the removal of asphalt and concrete surfaces and installation of new asphalt and concrete surfaces. Installation of site amenities, including irrigation system, ornamental lighting, ornamental metal fencing, chain link fencing, trash compactor and playground equipment. The installation of site furnishings as indicated. The installation of a new teacher parking lot. Also, the installation of landscaping, including trees, shrubs, groundcovers, and perennial plantings. Finally, the installation of a new multi-purpose playing field will also be required.
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: Chicago Public Schools**

4. **Commission's Representative's Name, Address, and Phone Number: Harry O. Hefter Associates, 180 North Wabash, Chicago, IL 60601, (312) 424-3624.**

5. **Architect's Name, Address, and Phone Number: Hayden Bulin Larson Design Group Ltd., 750 North Franklin Street, Suite 205, Chicago, IL 60610, (312) 943-3234.**

6. **Commission's Project Manager: Judith McIntyre**

7. **Ward: 22**

8. **City Funded?: Yes**

9. **Do Bidders need to be Pre-Qualified? Yes**

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**10. Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through **Harry O. Hefter Associates, 180 North Wabash, Chicago, IL 60601, (312) 424-3624.**

**11. Documents Available from: Harry O. Hefter Associates, 180 North Wabash, Chicago, IL 60601, (312) 424-3624.**

**12. Pre-Bid Meeting Date, Time, and Location: Tuesday, May 11, 2004 at 10:00 a.m. in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602**

**13. Bid Opening Date and Time: Thursday, May 20, 2004 at 2:00 p.m.**

**14. Amount of Bid Deposit: \$5,000**

**15. Administrative Fee: \$5,000.00**

**16. Amount of Contingency Fund: \$30,000**

**17. Document Deposit: \$ 0**

**18. Cost for Additional Documents (per set): At Contractor's Expense**

**19. Award of Contract**

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

**B. Time of Completion**

The Work shall be completed within **Ninety (90)** Calendar Days upon issuance of the Notice to Proceed.

**C. Contingency Fund**

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

**D. 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.

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

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

**F. Liquidated Damages**

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

Completion of the Work                      \$1,000 per Day

Completion of Punch List Work              \$1,000 per Day

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.

**G. Insurance Requirements**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to

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return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

**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 and Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for 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, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

**4) Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and Board of Education of the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

**5) Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering

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acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) **Builders Risk**

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

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

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

**B. ADDITIONAL REQUIREMENTS**

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

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

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

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



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

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

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

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

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

If Contractor or subcontractor desires 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.

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

#### **H. 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 **Judith McIntyre** with copies to: **Harry O. Hefter Associates, 180 North Wabash, Chicago, IL 60601, (312) 424-3624.**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Harry O. Hefter Associates, 180 North Wabash, Chicago, IL 60601, (312) 424-3624** and the Contractor's Bonding Company.

#### **I. Prevailing Wage Rates**

Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of Labor.

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

**K. Contractor's Project Manager**

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

**L. Licensing**

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of the General Contractor License issued by the Department of Buildings of the City of Chicago. The license shall be class B or higher, as appropriate.

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**M. PROPOSAL AND EXECUTION DOCUMENTS**

**N. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1329 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here)

Addendum 1 5/6/04  
Addendum 2 5/7/04

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), 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 labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page. It is stipulated that said Base Contract Price includes a Contingency Fund as specified in Part I. "Project Information."

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

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

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

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

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

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

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**BID BREAKDOWN:**

	DIVISION	\$ AMOUNT
Sitework	2	
Demolition	2	35,000 <sup>-</sup>
Excavation	2	50,000 <sup>-</sup>
Topsoil	2	15,000 <sup>-</sup>
Irrigation	2	40,000 <sup>-</sup>
Asphalt	2	25,000 <sup>-</sup>
Concrete, Flatwork	2	85,000 <sup>-</sup>
Concrete, Driveway & Curbing	2	37,000 <sup>-</sup>
Court and Surface Graphics Coating	2	3,500 <sup>-</sup>
Sewer	2	39,000 <sup>-</sup>
Underdrainage	2	28,000 <sup>-</sup>
Aggregate Path with Edging	2	14,000 <sup>-</sup>
Fencing, Ornamental	2	56,000 <sup>-</sup>
Fencing, Chain Link	2	10,400 <sup>-</sup>
Playground Equipment	2	57,000 <sup>-</sup>
Playground Surfacing	2	30,000 <sup>-</sup>
Recreational Equipment	2	1,500 <sup>-</sup>
Site Furniture	2	6,000 <sup>-</sup>
Painting of Existing Light Poles	2	2,000 <sup>-</sup>
Landscaping	2	67,000 <sup>-</sup>
Equipment	11	28,000 <sup>-</sup>
Electrical	16	49,500 <sup>-</sup>
General Conditions		75,000 <sup>-</sup>
Fee		116,000 <sup>-</sup>
<b>SUB-TOTAL</b>		<b>869,900<sup>-</sup></b>
Commission's Contingency Fund		\$30,000
<b>TOTAL BASE BID</b>		<b>899,900<sup>-</sup></b>

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

Hundred; Sixty Three Thousand Nine Hundred; Four - 00/100

dollars

(\$ 863,904<sup>-</sup> )

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ALTERNATES:

Accepted by  
the  
Commission

Yes No

Alternate Description

Proposed Alternate  
Price

Alternate #1 - Add Synthetic Turf Recreational Field/Path, including concrete curb edging and base materials. Price shall include all labor, material, and equipment necessary to perform the work. Includes deduct for aggregate path, steel edging for aggregate path, irrigation system, sod, and topsoil, which are part of the base bid. Underdrain to remain.

\$ 84,000

Alternate #2 - Add Southwest Entry Ramp/Stairs, including handrails, all associated concrete work, base materials, and demolition of existing ramp and stairs. Price shall include all labor, material, and equipment necessary to perform the work. Includes deduct for the 6" height curbing (part of the base bid) at the planter adjacent to the southwest entrance, as noted on the plans.

\$ 23,850

BASE CONTRACT PRICE (to be completed by the Commission): Eight Hundred

Ninety-nine thousand, nine hundred and <sup>00</sup>/<sub>100</sub>

\_\_\_\_\_ dollars

(\$ 899,900.00 )

(M)

PUBLIC BUILDING COMMISSION OF CHICAGO  
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O. 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

Edmund Johnson  
Secretary

Richard M. Daley  
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Integrated Construction Technology  
Contractor Name

126 S. Villa Ave. Villa Park, IL 60018  
Address

If a Corporation:

By Les Shy  
Les Shy

President  
Title of Signatory

ATTEST:  
By L. Christopher Renn  
CORPORATE SEAL

Secretary  
Title

If a Partnership:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

If a Sole Proprietorship:

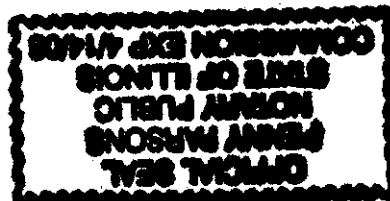
\_\_\_\_\_  
Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 20th day of May, 2004.

Henry Parsons  
Notary Public Signature  
Commission Expires: 4/14/08

(SEAL)



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P. 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 Integrated Construction Technology Corporation

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 April 2, 1999, 2004, 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 May 20th, 2004 to the Public Building Commission of Chicago, for Contract No. 1329 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.

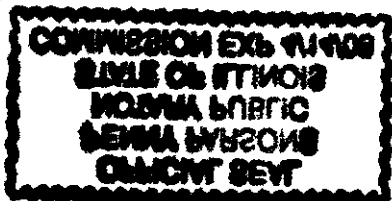
I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President: Les Shy
Vice President: L. Christopher Renn
Secretary: L. Christopher Renn
Treasurer: Les Shy
Assistant Secretary:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 20th day of May, 2004.

L. Christopher Renn
Secretary

[Handwritten signature]



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**II. PROPOSAL SUPPORT DOCUMENTS**

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

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>899,900<sup>-</sup></u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>17,998<sup>-</sup></u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>13,498<sup>50</sup></u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>4,499<sup>50</sup></u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>∅</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>∅</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>∅</u>



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>35,996</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>863,904</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 863,904

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

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

$$\frac{\text{Line 1} \times 0.1793}{100}$$

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

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

$$\frac{\text{Line 1} \times 0.1693}{100}$$

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

- c) For each one (1%) percent deficiency of minority laborers not utilized – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 0.1493}{100}$$

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

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

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a) The classification "White" includes person of Indo-European descent.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

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

6. Major Trades

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Technical Engineers
Ornamental Iron Workers	Tuck Pointers
Lathers	

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

7. Trade Participation - For Information Only

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

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

<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
<u>Operators</u>	<u>20</u>
<u>Laborers</u>	<u>80</u>
<u>Cement Finishers</u>	<u>50</u>
<u>Electricians</u>	<u>10</u>
<u>Plumbers</u>	<u>10</u>
<u>Iron Workers</u>	<u>35</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1329

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

**B. Unit Prices**

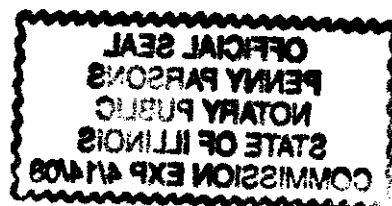
Unit prices provided below in accordance with the provisions of the detailed Specifications may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right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

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Tree Removal	650 <sup>-</sup>	EA
2.	Earthwork	30 <sup>-</sup>	CY
3.	Aggregate Base Course	37 <sup>50</sup>	CY
4.	Bituminous Paving (Base Course & Surface Course)	24 <sup>-</sup>	SY
5.	P. C. C. Sidewalk, 5" depth	4 <sup>50</sup>	SF
6.	P. C. C. Curb, 6" height	18 <sup>-</sup>	LF
7.	P.C.C. Pavement, 8" depth	8 <sup>50</sup>	SF
8.	Ornamental Metal Fence, 30" Height	37 <sup>50</sup>	LF
9.	Ornamental Metal Fence, 4' Height	57 <sup>50</sup>	LF
10.	Chain Link Fence, 10' Height	55 <sup>-</sup>	LF
11.	Court and Surface Graphics Coating	1 <sup>25</sup>	SF
12.	Resilient Play Surface, Complete with Asphalt & Stone Base	18 <sup>50</sup>	SF
13.	Playground Equipment, 2-5 Year Olds (F&I)	11,000 <sup>-</sup>	LS
14.	Playground Equipment, 5-12 Year Olds (F & I)	46,000 <sup>-</sup>	LS
15.	Irrigation System	40,000 <sup>-</sup>	LS
16.	Trash Compactor, Complete (F & I)	28,000 <sup>-</sup>	LS
17.	Pedestrian Light Pole and Luminaire	5,500 <sup>-</sup>	EA
18.	Painting Existing Light Poles	2,000 <sup>-</sup>	LS
19.	Bollard, Square	375 <sup>-</sup>	EA
20.	Bollard, Round	375 <sup>-</sup>	EA
21.	Aggregate Path	8 <sup>50</sup>	SF
22.	Steel Edging (for Aggregate Path)	4 <sup>-</sup>	LF
23.	Underdrain, 4" PVC	25 <sup>-</sup>	LF

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
24.	Storm Pipe, 8" ESVCP	30'	LF
25.	Storm Structures	2,250'	EA
26.	Shade Tree, 4" caliper	800'	EA
27.	Deciduous Shrub, 24" height	85'	EA
28.	Ornamental Tree, 8' height	750'	EA
29.	Groundcover, 4" pot	175	EA
30.	Sod	350	SY



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

III. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

L. Christopher Renn, being first duly sworn, deposes and says that:

(1) He/She is Vice President (Owner, Partner, Officer, Representative or Agent) of Integrated Construction Technology Corporation the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

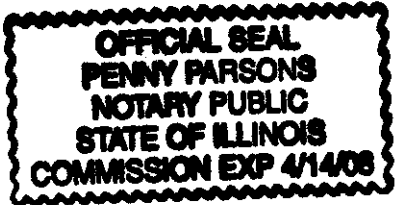
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7

(Signed) Vice President (Title)

Subscribed and sworn to before me this 20th day of May 2004

Penny Parsons (Signature)
Peggy Boardman (Title)

My Commission expires: 4/14/08



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

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

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

1. 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. 1329

**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.

\_\_\_\_\_

\_\_\_\_\_

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.

\_\_\_\_\_

\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1329

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: Corkery School Campus Park

Project Number: 1329

FROM:

Fine Line MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

Integrated Construction Technology Corp. 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                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ 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.

Excavation, sewer, fencing  
\_\_\_\_\_  
\_\_\_\_\_

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

\$225,000  
\_\_\_\_\_  
\_\_\_\_\_

MAY 26 2004

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.

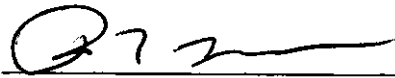
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Fine Line  
Name of MBE/WBE Firm (Print)  
5/20/04  
Date  
773 457-8186  
Phone

  
Signature  
Ronald J. Finlay  
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>

Ronald Finlay, President  
Fine Line Blacktop, Inc.  
250 South Kolin Avenue  
Chicago, IL 6062

**2<sup>nd</sup> ANNIVERSARY - EXPANSION**

Certification Effective: June 30, 2003  
Certification Expires: June 30, 2008  
Annual Affidavit Certificate Expires: June 30, 2004

Dear Mr. Finlay

Congratulations on your continued eligibility for certification as an MBE/DBE by the City of Chicago. Re-valuation of Fine Line Blacktop, Inc.'s certification is required by June 30, 2004.

On the basis of our review of your request and supporting documentation, an expansion of certification has been granted to include Intrastate Trucking and Hauling.

Your firm's name will continue to be listed in the next edition of the City's Directory of Certified Disadvantaged Business Enterprise Minority Business Enterprises and Women Business Enterprises. Your certification status and area of specialty, as amended to incorporate your expansion, will be listed as follows:

**Masonry Contractor and Asphalt Paving and Sealcoating Contractor and Supplier; Parking Lot Stripping; Manufacture and Installation of Fencing; Excavation; Sewer and Drain Layer; Miscellaneous Concrete; Intrastate Trucking and Hauling**

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

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

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

Very truly yours,

Eric J. Griggs  
Deputy Procurement Officer

EJG/pgb

Expansion granted: 6/30/2003



Rx Date/Time

MAY-20-2004 (THU) 11:01

847 398 1

P. 001

May 20 04 09:16a

Reese Recreation

847 398 1433

P. 1

MAY-20-2004 (THU)

10:29

All-Bry Construction Company

(FAX) 630 655 9597

P. 002/003

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1329

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: Corkery School Campus Park

Project Number: 1329

FROM:

Reese Recreation Projects  
(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE

TO:

Integrated Construction Technology Corp. 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 Corporation  
 a Partnership  a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_  
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.

Furnish playground equipment and soft surface  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.  
\$45,000  
\_\_\_\_\_  
\_\_\_\_\_

Rx Date/Time

MAY-20-2004(THU) 11:01

847 398 1433

P.002

May 20 04 09:17a

Reese Recreation

847 398 1433

P.2

MAY-20-2004(THU) 10:29

All-Dry Construction Company

(FAX)630 655 9597

P.003/003

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1329

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:

N/A

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

SUB-SUBCONTRACTING LEVELS

- % of the dollar value of the MBE/WBE subcontract will be subject to non-MBE/WBE contractors.
- % of the dollar value of the MBE/WBE subcontract will be subject 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 subject, a brief explanation and description of the work to be subject 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:

Reese Recreation Products  
Name of MBE/WBE Firm (Print)  
5/20/04  
Date  
800 722-7258  
Phone

Michelle Kuhlman  
Signature  
Michelle Kuhlman  
Name (Print)

IF APPLICABLE:

By:

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

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

MAY 26 2004



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>

Sally Reese, President  
Reese Recreation Products, Inc.  
3327 North Ridge Avenue  
Arlington Heights, Illinois 60004

Re: **3<sup>rd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: June 13, 2003  
Certification Expires: May 31, 2006  
Annual Affidavit Certificate Expires: May 31, 2004

Dear Ms. Reese:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. Re-validation of Reese Recreation Products, Inc.'s certification is required by May 31, 2004.

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

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Sale of Park and Recreation Products and Playground Equipment**

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,

Eric J. Griggs  
Deputy Procurement Officer

EJG/edj



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1329

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

Name of Project: Corkery School Campus Park

STATE OF ILLINOIS        )  
                                   ) SS  
 COUNTY OF COOK         )

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

Vice President

Title

and duly authorized representative of

Integrated Construction Technology Corporation

Name of General Contractor  
 whose address is

126 S. Villa Avenue

in the City of Villa Park, 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 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
Fine Line	Excavation, . sewer, fencing	\$ 225,000	\$
Reese Recreation	Playground equipment	\$	\$ 45,000
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 225,000</b>	<b>\$ 45,000</b>
<b>Percent of Total Base Bid</b>		<b>25 %</b>	<b>5 %</b>

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



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1329

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

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% 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:

Integrated Construction Technology

Name of Contractor (Print)

5/20/04

Date

630 993-1800

Phone

  
Signature

L. Christopher Renn

Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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

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

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

Kevin S. Gujral, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

Dear Mr. Gujral:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

In accordance with Section 23.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.8. The undersigned certifies that it/we has/have been diligent 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 23.01.8 as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation attached: yes \_\_\_\_\_ no \_\_\_\_\_

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

**Affidavit of Uncompleted Work**

**A. Work Under Contract**

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

	1	2	3	4	Awards Pending	TOTALS
Project	UIC 2A	Eye & ENT	UIC 1AB		2100 S. Archer	
Contract With	U.I.C.	V.A.	Power		Enot Perat	
Estimated Completion Date	12/30/04	10/1/04	3/1/05		11/1/04	
Total Contract Price	3,300,000	1,700,000 <sup>00</sup>	1,000,000		2,000,000	8,000,000
Uncompleted Dollar Value if Firm is the GC	1,800,000 <sup>00</sup>	800,000			2,000,000	4,600,000
Uncompleted Dollar Value if Firm is a Subcontractor			900,000			900,000
<b>TOTAL VALUE OF ALL WORK</b>						<b>5,500,000</b>

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

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

	1	2	3	4	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

none

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1329

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
<i>Carpentry</i>	<i>160,000<sup>00</sup></i>	<i>400,000<sup>00</sup></i>				
<b>TOTALS</b>	<i>160,000<sup>00</sup></i>	<i>400,000<sup>00</sup></i>				

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1329

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	Fine Line	Colfax Corp.			
Type of Work	Demo/Concrete	Environmental			
Subcontract Price	639,626.50	66,000.00			
Amount Uncompleted	164,039.68	66,000.00			
Subcontractor	ThyssenKrupp	Precision Metals			
Type of Work	Elevator	Metal			
Subcontract Price	92,920.00	15,615.00			
Amount Uncompleted	88,825.00	15,615.00			
Subcontractor	Phoenix	Midwest Flooring			
Type of Work	Metals	Tile			
Subcontract Price	519,570.00	40,500.00			
Amount Uncompleted	333,549.00	19,354.00			
Subcontractor	JSL Masonry	J.A. Interiors			
Type of Work	masonry	Painting			
Subcontract Price	177,548.50	38,210.00			
Amount Uncompleted	19,594.00	26,939.00			
Subcontractor	Chiatello Roofing	InterArea Sign			
Type of Work	Roofing	Signage			
Subcontract Price	111,824.09	9,700.00			
Amount Uncompleted	106,986.59	9,700.00			
Subcontractor	Mastokship	Herman Miller			
Type of Work	MASON	Casework			
Subcontract Price	345,070.00	166,000.00			
Amount Uncompleted	309,610.	166,000.00			
TOTAL Uncompleted	see 35B	see 35B			

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1329

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	Lee Way	International			
Type of Work	Demo	HVAC piping			
Subcontract Price	63,200.00	214,970.00			
Amount Uncompleted	6320.00	109,527.00			
Subcontractor	Upton	Felles, Lou, Sieben			
Type of Work	Painting	Plumbing			
Subcontract Price	109,957.20	102,300.00			
Amount Uncompleted	106,582.20	52,400.00			
Subcontractor	QC Enterprise	A.K.A. Electric			
Type of Work	Ceramic	Electric			
Subcontract Price	25,000.00	246,000.00			
Amount Uncompleted	25,000.00	156,169.00			
Subcontractor	Lake County	Century Auto			
Type of Work	Store Front	Fire Protection			
Subcontract Price	262,901.01	32,600.00			
Amount Uncompleted	251,381.01	17,900.00			
Subcontractor	Wilkin				
Type of Work	Fireproofing				
Subcontract Price	80,502.83				
Amount Uncompleted	78,567.83				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	1,490,455.33	639,604.00			

FUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

[Signature]  
Signature

5/20/04  
Date

L. Christopher Renn  
Name (Type or Print)

Vice President  
Title

Integrated Construction Technology  
Bidder Name

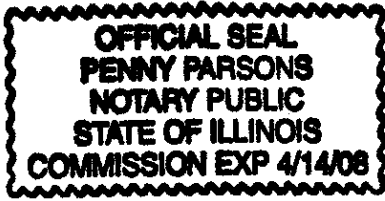
126 S. Villa Avenue  
Address

Villa Park, IL 60018  
City State Zip

Subscribed and sworn to before me  
this 20th day of May, 2004

[Signature] (SEAL)  
Notary Public

Commission expires: 4/14/08



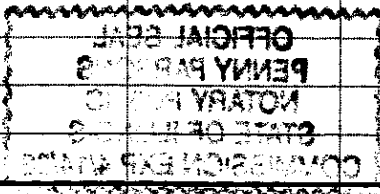


**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1329

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>TOTAL Uncompleted</b>					



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1329

Affidavit Of Local Business

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

L. Christopher Remm \_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is  
Vice President  
(Owner, Partner, Officer)  
of  
Integrated Construction Technology Corporation  
(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 21.18 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs \_\_\_\_\_  
(insert number) regular full-time people, \_\_\_\_\_ (insert number) of whom work at business  
location(s) within the corporate limits of the City of Chicago.

5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder,     is     is not  
subject to City of Chicago taxes.

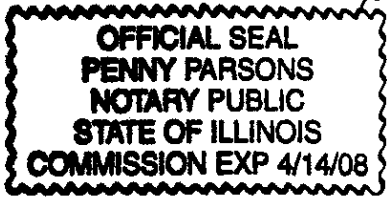
[Signature] \_\_\_\_\_ Vice President  
(Signed) (Title)

Subscribed and sworn to before me this 20th day of May, 2004

[Signature] \_\_\_\_\_ (SEAL)  
(Signature)

Project Coordinator  
(Title)

My Commission expires: 4/14/08



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

**Statement Of Bidder's Qualifications**

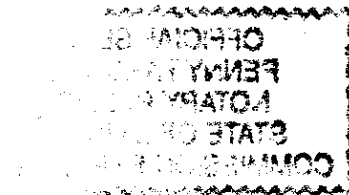
At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder Integrated Construction Technology Corp.  
Submitted By L. Christopher Remm  
Title Vice President  
Permanent Main Office Address 126 S. Villa Avenue Villa Park, IL 60018  
Local Address \_\_\_\_\_  
Local Telephone No. and FAX No. 630 993-1800 fax 630 993-1809

How many years operating as contractor for work of this nature? 10

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Lewis Campus Park	\$328,000	2002	Campus Park
2.	Juarez HS Site Improvements	\$700,000	2002	Site Improvements
3.	UIC Phase I	\$2,200,000	2001	Renovations
4.	Monroe, Manierre, Pierce	\$900,000	2002	Renovations
5.	Womens Clinic - Hines VA	\$800,000	2002	Renovations
6.				
7.				
8.				



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1329

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 Integrated Construction Technology Corp.  
(b) State and City in which incorporated Illinois  
(c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No X  
(d) Name and address of registered agent in Illinois  
Les Shy 126 S. Villa Avenue Villa Park, IL 60018

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

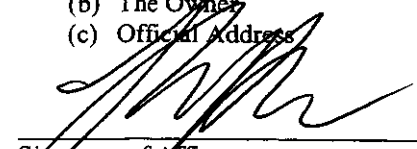
<u>Les Shy</u> Name	<u>President</u> Title
<u>L. Christopher Renn</u> Name	<u>Vice President</u> Title

If submitted by a partnership:

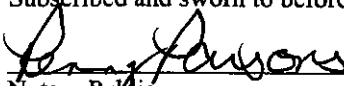
- (a) Firm Name \_\_\_\_\_  
(b) Official Address \_\_\_\_\_  
(c) Names of all Partners: \_\_\_\_\_

If submitted by an individual:

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

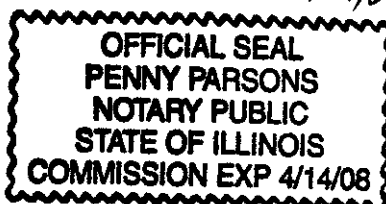
  
\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this 20th day of May 2004

  
\_\_\_\_\_  
Notary Public

(SEAL)

My Commission expires: 4/14/08



**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: Corkery Campus Park

Description of goods or services to be provided under Contract: Site construction

2. Name of Contractor: Integrated Construction Technology Corporation

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:  X

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyists, Subcontractor, etc.)	Fees (indicate whether paid or estimated)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

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.

Signature

L. Christopher Renn  
Name (Type or Print)

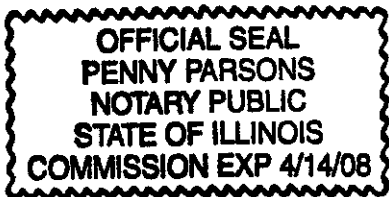
5/20/04  
Date

Vice President  
Title

Subscribed and sworn to before me  
this 20th day of May, 2004 (SEAL)

*Penny Parsons*  
Notary Public

Commission expires:



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1329**

**Bond No. 6269829**

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KNOW ALL MEN BY THESE PRESENTS, that we, Integrated Construction Technology Corporation, a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of Villa Park, State of Illinois, as Corporate Principal, and Safeco Insurance Company of America

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a corporation organized and existing under the laws of the State of WA, with offices in the State of \* IL \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Eight Hundred Ninety Nine Thousand Nine Hundred Dollars and No Cents (\$899,900.00) 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 June 8, 2004, for the fabrication, delivery, performance and installation of

Corkery School Campus Park, Site Renovation  
2510 S. Kildare Ave., Chicago, IL

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

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 Eight Hundred Ninety Nine Thousand Nine Hundred Dollars and No Cents (\$899,900.00), 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. 1329

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this June 14, 2004, 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

\_\_\_\_\_  
(Seal)

Individual Principal

City State

CORPORATE SEAL

ATTEST:

Integrated Construction Technology Corporation

Corporate Principal

BY \_\_\_\_\_

BY [Signature]

Secretary  
Title

President  
Title

126 S. Villa Ave.  
Villa Park, IL 60018

Safeco Insurance Company  
of America

Corporate Surety

BY \_\_\_\_\_

[Signature]

Title Diane M. O'Leary, Attorney-in-Fact

Business Address & Telephone

CORPORATE SEAL

**FOR CLAIMS** (Please Print):

Contact Name: Dan Hugo/Safeco Insurance Company of America  
2800 W. Higgins Rd.

Business Address: Hoffman Estates, IL 60195

Telephone: (847) 490-2235 Fax: (847) 490-2231

The rate of premium of this Bond is \$ 14.38 Slide \_\_\_\_\_ per thousand. \*\*  
Total amount of premium charged is \$ 11,189.00 \*\*

\* 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. The Commission will not accept a facsimile signature.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

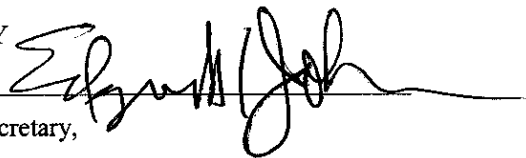
\*\* Must be filled in by the Corporate Surety.

**BOND APPROVAL**

BY

Secretary,

Public Building Commission of Chicago

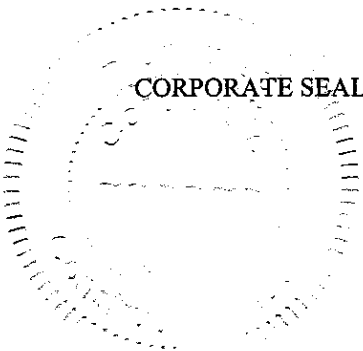


**CERTIFICATE AS TO CORPORATE SEAL**

I, CHRIS RENW, certify that I am the \_\_\_\_\_ Secretary of the Integrated Construction Technology Corporation, corporation named as Principal in the foregoing performance and payment bond, that LES F SHY 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 14<sup>th</sup> day of June 2004.

CORPORATE SEAL

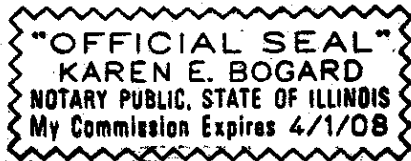


STATE OF  
COUNTY OF

ILLINOIS  
COOK

On this 14th day of June, 20 04, before me personally appeared  
Diane M. O'Leary, known to me to be the Attorney-in-Fact  
of Safeco Insurance Company of America, the corporation that executed  
the within instrument, and acknowledged to me that such corporation executed the same.

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



Karen E. Bogard  
(Notary) Public



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. 13024

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*WILLIAM REIDINGER; STEVEN B. CADE; DONNA WRIGHT; DIANE M. O'LEARY; JEFFREY M. LEADLEY; BRIAN PASSOLT; Chicago, Illinois\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 31st day of July, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 14th day of June, 2004



CHRISTINE MEAD, SECRETARY

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

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

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

**E. Competency of Bidder**

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission.
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.

**F. Substitutions Prior To Bid Date**

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

**G. Preparation of Bid**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**H. Bid Guarantee: Deposit and Time Period**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**I. Administrative Fee**

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

**J. Bidder's Execution of Bid**

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be 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).

**K. Basis of Award (Award Criteria)**

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

**L. Alternates**

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

**M. Unit Prices**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**N. Affidavit of Non-Collusion**

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

**O. MBE and WBE Commitments**

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

**P. Affidavit of Uncompleted Work**

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

**Q. Bidder's Financial Statement**

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier 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.

**R. Disclosure Affidavit**

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

**S. Affidavit of Local Business**

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

**T. Statement of Bidder's Qualifications**

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

**U. Disclosure of Retained Parties**



# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1329

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

## V. Submission of Bid

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

## W. Withdrawal Of Bids Before Bid Opening

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

## X. Opening Of Bids

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

## Y. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required. Errors in the bid breakdown may result in a non-responsive bid.
2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

## Z. Award Of Contract; Rejection Of Bids

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

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

**AA. Performance and Payment Bond and Insurance**

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

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

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

**CC. Protests**

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

# Cook County Prevailing Wage for April 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			29.000	29.750	1.5	1.5	2.0	4.170	3.380	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			35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
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			29.940	32.340	1.5	1.5	2.0	5.100	5.240	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			33.650	36.150	1.5	1.5	2.0	7.450	5.980	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.000
FENCE ERECTOR	ALL			23.540	24.790	1.5	1.5	2.0	6.000	5.320	0.000	0.000
GLAZIER	BLD			29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR	BLD			30.450	32.200	1.5	1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER	ALL			32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER	ALL			29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
LATHER	BLD			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST	BLD			33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS	ALL			24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER	BLD	1		35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	BLD	2		34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER	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			30.850	32.600	2.0	2.0	2.0	6.000	9.490	0.000	0.750
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			31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
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	0.550
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
TILE 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			32.200	33.200	1.5	1.5	2.0	3.760	5.590	0.000	0.580

**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 installation 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 similarly 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, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST &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 Engine; 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.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1329

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.

**V. EXHIBIT 1: PREVAILING WAGE RATES (Attached)**



June 8, 2004

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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Chicago Federation of Labor

Executive Director  
KEVIN S. GUJRAL

Assistant Treasurer  
JOHN E. WILSON  
John E. Wilson, Ltd.  
Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
TIMOTHY J. MITCHELL

Les Shy  
Integrated Construction Technology Corporation  
126 S. Villa Avenue  
VillaPark, IL 60018

RE: **Notice of Award**  
Contract No.: 1329  
Type of Work: Site Renovation  
Project: Corkery School Campus Park

Dear Mr. Shy:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on June 8, 2004 the Commission awarded to your company Contract No. 1329 in the amount of \$899,900.00.

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 June 15, 2004.

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: Harry O. Hefter Associates  
Trinal  
R. Giderof



Richard J. Daley Center  
50 W. Washington Street  
Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
Fax: (312) 744-8005  
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Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
TIMOTHY J. MITCHELL

July 16, 2004

Les Shy  
Integrated Construction Technology Corporation  
126 S. Villa Avenue  
Villa Park, IL 60018

RE: **NOTICE TO PROCEED**  
Contract No.: 1329  
Project No.: CP6-01  
Type of Work: Site Renovation  
Project: Corkery School Campus Park

Dear Mr. Shy:

Pursuant to Contract No.1329, which was awarded to your firm on **June 8, 2004** you are hereby notified that the commencement date for this project is **July 16 2004**.

Pursuant to the Contract, all work must be completed within 90 consecutive calendar days of the commencement date. The substantial completion date is established as **October 14, 2004**. Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

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

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. Harry O. Hefter 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: Robert Erkenwick  
Company: Harry O. Hefter Associates, Inc.  
Address: 180 North Wabash Ave., Chicago IL 60601

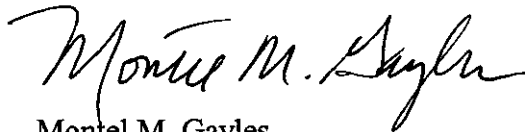
along with a copy to Ray Giderof, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence.

**This Notice To Proceed authorizes you to enter upon the project site and commence with the work on July 16, 2004.**

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

Sincerely,

**Public Building Commission of Chicago**



Montel M. Gayles  
Executive Director

MMG/jm

Cc: M. Gayles  
Jack Brankin  
Robert Erkenwick (HOH)  
Julia Sportolari  
Ray Giderof  
Nancy Jahnel  
Trinal