

Contractor: OCA CONSTRUCTION INC
Address: 8434 CORCORAN ROAD
City/State/Zip: WILLOW SPRINGS IL 60480
Phone Number: 708-839-5605
Fax Number: 708-839-5608

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1338

**The New Westinghouse High School
PHASE I- Site Preparation/Underground Utility Work
Kedzie Avenue & Franklin Blvd.
CPS-20**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

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

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts (with Community Hiring requirement)" dated November 4, 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

Contract No. 1338

TABLE OF CONTENTS

DOCUMENT SUBMITTAL CHECKLIST 4

I. PROJECT INFORMATION 5

- A. GENERAL PROJECT INFORMATION.....5
- B. TIME OF COMPLETION6
- C. TIME OF COMPLETION OF PUNCH LIST WORK.....6
- D. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED7
- E. LIQUIDATED DAMAGES7
- F. INSURANCE REQUIREMENTS.....7
- G. NOTICES10
- H. PREVAILING WAGE RATES11
- I. COMMUNITY HIRING REQUIREMENTS AND INCENTIVES11
- J. CONTRACTOR'S PROJECT MANAGER.....11
- K. LICENSING.....11
- L. PROPOSAL AND EXECUTION DOCUMENTS.....12
- M. CONTRACTOR'S BID12
- N. ACCEPTANCE OF THE BID14
- O. CORPORATE RESOLUTION (IF A CORPORATION)15

II. PROPOSAL SUPPORT DOCUMENTS 16

- A. BASIS OF AWARD (AWARD CRITERIA)16
- B. UNIT PRICES21

III. ADDITIONAL DOCUMENTS TO BE EXECUTED 23

- AFFIDAVIT OF NONCOLLUSION23
- SCHEDULE B - JOINT VENTURE AFFIDAVIT24
- SCHEDULE C - LETTER OF INTENT FROM MBE/WBE27
- SCHEDULE D - AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION29
- SCHEDULE E - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION31
- AFFIDAVIT OF UNCOMPLETED WORK32
- AFFIDAVIT OF LOCAL BUSINESS.....36
- STATEMENT OF BIDDER'S QUALIFICATIONS37
- DISCLOSURE OF RETAINED PARTIES39
- PERFORMANCE AND PAYMENT BOND41

IV. INSTRUCTIONS TO BIDDERS 45

- A. EXAMINATION OF DOCUMENTS BY BIDDER45
- B. INTERPRETATIONS OR ADDENDA45
- C. INSPECTION OF SITE45
- D. PRE-QUALIFICATION OF BIDDERS.....45
- E. COMPETENCY OF BIDDER.....46
- F. SUBSTITUTIONS PRIOR TO BID DATE46
- G. PREPARATION OF BID46
- H. BID GUARANTEE: DEPOSIT AND TIME PERIOD47
- I. ADMINISTRATIVE FEE48
- J. BIDDER'S EXECUTION OF BID48
- K. BASIS OF AWARD (AWARD CRITERIA)48
- L. ALTERNATES48
- M. UNIT PRICES.....48
- N. AFFIDAVIT OF NON-COLLUSION.....49
- O. MBE AND WBE COMMITMENTS49
- P. AFFIDAVIT OF UNCOMPLETED WORK49

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

Q. BIDDER'S FINANCIAL STATEMENT49
R. DISCLOSURE AFFIDAVIT.....49
S. AFFIDAVIT OF LOCAL BUSINESS.....49
T. STATEMENT OF BIDDER'S QUALIFICATIONS.....49
U. DISCLOSURE OF RETAINED PARTIES.....49
V. SUBMISSION OF BID.....50
W. WITHDRAWAL OF BIDS BEFORE BID OPENING50
X. OPENING OF BIDS50
Y. EVALUATION OF BIDS50
Z. AWARD OF CONTRACT; REJECTION OF BIDS50
AA. PERFORMANCE AND PAYMENT BOND AND INSURANCE.....51
BB. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS51
CC. PROTESTS51

EXHIBITS

- 1. Prevailing Wage Rate Sheet for Cook County**

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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. NA 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. NA 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. _____ Financial Statement *We are a pre-qualified contractor with the PBC*
- 2. _____ Disclosure Affidavit
- 3. _____ Affidavit of Local Business, including business license
- 4. _____ Statement of Bidder's Qualifications

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

- 1. NA Disclosure of Retained Parties (The apparent 1st low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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:

**Westinghouse High School
PHASE I- Site Preparation/Underground Utility Work
Kedzie Avenue & Franklin Blvd.
CPS-20**

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

- a) As described in the specifications, the scope of work includes site preparation and underground utilities and detention pond installation for the proposed new Westinghouse High School. The site preparation includes the removal of all existing foundation remnant and construction and demolition debris of former structures, removal of all unsuitable fill and native soil to the very stiff to hard clay expected to the present at elevation 16.00 CCD, and backfilling excavated areas with CA-6 stone in accordance with the site Grading Plan. The CA-6 shall be compacted to a minimum of 95% of modified proctor in accordance with the project specifications.
- 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: Ray Giderof, Public Building Commission of Chicago, 50 W. Washington St., Room 200, Chicago, IL 60602 (312) 744-9253**

5. **Architect's Name, Address, and Phone Number: DeStefano+Partners, 445 East Illinois, Suite 650, Chicago, IL (312) 835-4321**

6. **Environmental Contact: GSG Consultants, 855 W. Adams, Suite 200, Chicago, IL 60607 (312) 733-6262**

7. **Commission's Project Manager: Ray Giderof**

8. **Ward: 28**

9. **City Funded? Yes**

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

10. **Request for Information:** send to **Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator** via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org

11. **Do Bidders need to be Pre-Qualified? No** (see Part V.D. "Pre-Qualification of Bidders" for details):

12. **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 **Public Building Commission of Chicago.**

13. **Documents Available from:** **Cushing & Color Chicago, 420 W. Huron Street, Chicago, IL (312) 799-8353, Attn: Carolyn Clark**

14. **Pre-Bid Meeting Date, Time, and Location:** **Wednesday, January 18, 2006 at 10:00AM** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

15. **Bid Opening Date and Time:** **Tuesday, January 24, 2006 at 2:00PM**

16. **Amount of Bid Deposit:** **\$300,000.00**

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

18. **Document Deposit:** **\$ ZERO**

19. **Cost for Additional Documents (per set):** **\$ at contractors expense**

20. **Award of Contract**

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

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

B. Time of Completion

The Work shall be completed within Sixty-Nine (69) calendar days upon issuance of the Notice to Proceed.

C. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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

1. Insurance To Be Provided By the Contractor

A) 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.

B) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. 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.

C) 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.

D) 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.

E) Professional Liability

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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

F) 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.

G) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

2. Additional Requirements

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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.

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 coverage, the party desiring the additional coverage is responsible for the acquisition and cost

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

G. Notices

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

1. If to the Commission, notices must be addressed to the attention of the **Ray Giderof**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Ray Giderof** and the Contractor's Bonding Company

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

H. Prevailing Wage Rates

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

I. Community Hiring Requirements and Incentives

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

J. Contractor's Project Manager

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

K. Licensing

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

Additional Instructions: Contractor shall provide commitment/acceptance letters from a minimum of three (3) disposal licensed/permitted facilities that will be used for the project in accordance with the requirements of Section 02064, Soil handling and Management. Contractor shall not use a disposal site other than the sites identified in its bid without prior approval by the Commission and its consultants. Contract must comply with City of Chicago Site Cleanliness Ordinance at all times.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

L. PROPOSAL AND EXECUTION DOCUMENTS

M. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1338 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 + 2

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

Phase I - Site Package Unit Price Breakdown

SUB-TOTAL (A) page 21	\$
SUB-TOTAL (B) page 22	\$
TOTAL BASE BID (Total Base bid should equal the sum of subtotals A & B)	\$

NOTE:

1. "Unbalanced Bids" - Bidders pricing for each line item should carry its share of the cost of the work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some line items and enhanced pricing for other lines. Bids that the Director of Procurement considers in her sole opinion to be materially unbalanced will be rejected.
2. "Disposal Sites" - As stipulated in Specification Section #02064, obtain and provide copies of written authorizations from licensed/permitted construction and demolition debris disposal sites and land fills for the disposal of excavated materials from the site. The authorizations must be signed/executed by the disposal facilities representatives, and state that the site complies with all local zoning codes, State, Federal, and local laws, rules, and regulations. Contractor shall submit the name and address of minimum of three (3) disposal facilities that will be utilized for this project. The written authorizations from the three (3) disposal facilities must be submitted with Contractors' bid.

See addendum #1 - site package unit price breakdown - next page

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

(\$ _____)

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

(\$ _____)

dollars

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

N. 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

Secretary Edmund Johnson

Chairman Richard M Daley

CONTRACTING PARTY

(Print or type names underneath all signatures)

Contractor Name OCA Construction, Inc.

Address 8434 Lorawan Rd
Willow Springs, IL 60480

If a Corporation:

By Kelly O'Connor

President
Title of Signatory

ATTEST:
By Joe E. O'Connor

Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

Signature _____

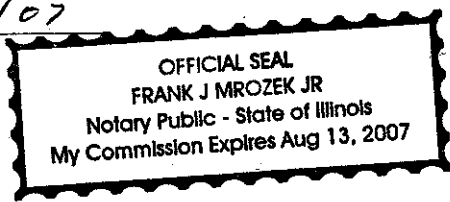
NOTARY PUBLIC

Subscribed and sworn to before me on this 31 day of January, 2006.

Notary Public Signature _____

(SEAL)

Commission Expires: 8/12/07



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

Phase I - Site Package Unit Price Breakdown

SUB-TOTAL (A) page 21	\$ 3,944,386 ⁰⁰
SUB-TOTAL (B) page 22	\$ 766,156 ⁰⁰
GENERAL CONDITIONS (C)	\$ 208,158 ⁰⁰
TOTAL BASE BID (Total Base bid should equal the sum of subtotals A, B & C)	\$ 4,918,700 ⁰⁰

NOTE:

1. "Unbalanced Bids" - Bidders pricing for each line item should carry its share of the cost of the work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some line items and enhanced pricing for other lines. Bids that the Director of Procurement considers in her sole opinion to be materially unbalanced will be rejected.
2. "Disposal Sites" - As stipulated in Specification Section #02064, obtain and provide copies of written authorizations from licensed/permitted construction and demolition debris disposal sites and land fills for the disposal of excavated materials from the site. The authorizations must be signed/executed by the disposal facilities representatives, and state that the site complies with all local zoning codes, State, Federal, and local laws, rules, and regulations. Contractor shall submit the name and address of minimum of three (3) disposal facilities that will be utilized for this project. The written authorizations from the three (3) disposal facilities must be submitted with Contractors' bid.
3. The approximate quantities listed in the unit prices should be utilized for pricing purposes.

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

(\$ 4,682,603⁰⁰)

BASE CONTRACT PRICE (to be completed by the Commission): four million

nine hundred eighteen thousand seven hundred

and ⁰⁰/100 dollars

(\$ 4,918,700⁰⁰)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

O. 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

OCA Construction, Inc.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on January 31, 2006, 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 January 31, 2006 to the Public Building Commission of Chicago, for Contract No. 1338 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

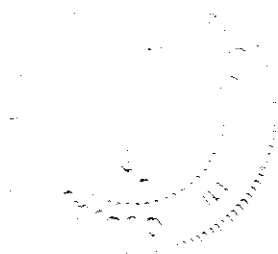
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform 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: Kelly O'Connor
Vice President: Jon O'Connor
Secretary: Jon O'Connor
Treasurer: _____
Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 31st day of January, 2006.

Jon E. O'Connor
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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.

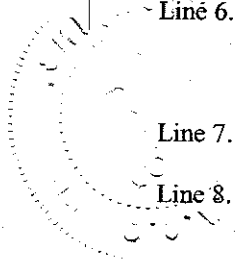
1. Instructions

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>4,918,700</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>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>98,374⁰⁰</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>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>73,780⁰⁰</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>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>24,593⁰⁰</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>0.10</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>19,675⁰⁰</u>



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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>0.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>14,756⁰⁰</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>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>4,919⁰⁰</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>236,097⁰⁰</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>4,682,603⁰⁰</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 4,682,603⁰⁰

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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

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

6. Major Trades

Asbestos Workers	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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

TRADE PARTICIPATION	PERCENT OF MINORITY
Plumbing Sewer Contractor	50%
Concrete Contractor	50%
Trucking	50%
Laborers	50%
Operators	50%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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 lower unit prices with the lowest responsive and responsible bidder. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

NOTE:

1. "Unbalanced Bids" - Bidders pricing for each line item should carry its share of the cost of the work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some line items and enhanced pricing for other lines. Bids that the Director of Procurement considers in her sole opinion to be materially unbalanced will be rejected.

2. "Disposal Sites" - As stipulated in Specification Section #02064, obtain and provide copies of written authorizations from licensed/permitted construction and demolition debris disposal sites and land fills for the disposal of excavated materials from the site. The authorizations must be signed/executed by the disposal facilities representatives, and state that the site complies with all local zoning codes, State, Federal, and local laws, rules, and regulations. Contractor shall submit the name and address of minimum of three (3) disposal facilities that will be utilized for this project. The written authorizations from the three (3) disposal facilities must be submitted with Contractors' bid.

<i>See addendum #1 unit prices next page</i>		Unit(s)	Approximate QTY	Unit Price	Extended Price (QTY x Unit Price)
1. Excavate, Transport, and Dispose of General Construction and Demolition Debris	CY	80,000			
2. Excavate, Transport, and Dispose of Non-Hazardous Special Waste	CY	5,000			
3. Mobilize and Operate 1-20,000 Gallon Wastewater Holding Tank	LS	1			
4. Dispose Water to the MWRDGC	GAL.	100,000			
5. Pump, Transport, and Dispose of Free Product at Disposal Facility	GAL.	60,000			
6. Provide and Compact CA-6 Stone	LS	50,000			
7. Remove and Dispose 500 Gallon UST	LS	2			
8. Remove and Dispose 1,000 Gallon UST	LS	2			
9. Remove and Dispose 3,000 Gallon UST	LS	2			
10. Remove and Dispose 5,000 Gallon UST	LS	2			
11. Remove and Dispose 10,000 Gallon UST	LS	2			
12. Remove and Dispose 15,000 Gallon UST	LS	2			
13. Transport and Dispose of 55-Gallon Drum of Sludge	LS	10			
14. Site Demolition (as Outlined on Drawing #C1.2), including but not limited to the removal and disposal of Underground Utilities, Grub, Concrete Curb and Gutter, Sidewalks, Asphalt Pavement, Retaining Wall North of Athletic Field Site, ETC.	LS	1			
15. Existing Fence Removal	LF	1,200			
16. Hourly Rate for Unforeseen Conditions. Hourly Rate Must Include all Equipment, Manpower, Fees, OH&P, ETC.	Hrs	25			
SUB-TOTAL (A)				\$	

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

Description	Unit(s)	Approximate QTY	Unit Price	Extended Price (QTY x Unit Price)
17. Provide and install ESVCP - 6" Sanitary	LF	20		
18. Provide and install ESVCP - 8" Sanitary	LF	30		
19. Provide and install ESVCP - 8" Storm Sewer	LF	20		
20. Provide and install ESVCP - 10" Sanitary	LF	400		
21. Provide and install ESVCP - 10" Storm Sewer	LF	200		
22. Provide and install ESVCP - 12" Storm Sewer	LF	250		
23. Provide and install Catch Basins	Each	5		
24. Provide and install Manholes	Each	4		
25. Provide and install Telephone Hand Hole	Each	1		
26. Provide and install Telephone Wire (Underground)	LF	200		
27. Provide and install Electrical Poles	Each	7		
28. Provide and install Electrical Hand Holes	Each	1		
29. Provide and install Electrical Wire (Overhead)	LF	800		
30. Provide and install Electrical Wire (Underground Conduit)	LF	600		
31. Provide and install 8' x 8' Concrete Electrical Transformer Pads	Each	2		
32. Provide and install Comcast Hand Hole	Each	1		
33. Provide and install Comcast Wiring (Overhead)	LF	800		
34. Provide and install Comcast Wiring (Underground Conduit)	LF	500		
35. Provide and Install Underground Detention System, as stipulated in Specification Section #02635	LS	1		
36. Provide and Install New Chain Link Fencing, with required Fabric, as Stipulated in Specification Section #02831	LF	2,500		
37. Provide and Install Gates, with required Fabric, as Stipulated in Specification Section #02831	Each	4		
38. Provide and Install Erosion Control Silt Fencing	LF	2,000		
SUB-TOTAL (B)				\$

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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 lower unit prices with the lowest responsive and responsible bidder. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

NOTE:

- "Unbalanced Bids" - Bidders pricing for each line item should carry its share of the cost of the work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some line items and enhanced pricing for other lines. Bids that the Director of Procurement considers in her sole opinion to be materially unbalanced will be rejected.
- "Disposal Sites" - As stipulated in Specification Section #02064, obtain and provide copies of written authorizations from licensed/permitted construction and demolition debris disposal sites and land fills for the disposal of excavated materials from the site. The authorizations must be signed/executed by the disposal facilities representatives, and state that the site complies with all local zoning codes, State, Federal, and local laws, rules, and regulations. Contractor shall submit the name and address of minimum of three (3) disposal facilities that will be utilized for this project. The written authorizations from the three (3) disposal facilities must be submitted with Contractors' bid.
- The approximate quantities listed below should be utilized for pricing purposes.

Description	Unit(s)	Approximate QTY	Unit Price	Extended Price (QTY x Unit Price)
1. Excavate, Transport, and Dispose of General Construction and Demolition Debris	CY	80,000	26 ⁴⁰	2,112,000 ⁰⁰
2. Excavate, Transport, and Dispose of Non-Hazardous Special Waste	CY	5,000	65 ⁰⁰	325,000 ⁰⁰
3. Mobilize and Operate 1-20,000 Gallon Wastewater Holding Tank	LS	1	11,466 ⁰⁰	11,466 ⁰⁰
4. Dispose Water to the MWRDGC	GAL.	100,000	0.17 [¢]	17,000 ⁰⁰
5. Pump, Transport, and Dispose of Free Product at Disposal Facility	GAL.	60,000	1.10	66,000 ⁰⁰
6. Provide and Compact CA-6 Stone	CY	50,000	20	1,000,000 ⁰⁰
7. Remove and Dispose 500 Gallon UST	LS	2	5,000 ⁰⁰	10,000
8. Remove and Dispose 1,000 Gallon UST	LS	2	5,000 ⁰⁰	10,000
9. Remove and Dispose 3,000 Gallon UST	LS	2	6,000 ⁰⁰	12,000
10. Remove and Dispose 5,000 Gallon UST	LS	2	6,500 ⁰⁰	13,000
11. Remove and Dispose 10,000 Gallon UST	LS	2	7,500 ⁰⁰	15,000
12. Remove and Dispose 15,000 Gallon UST	LS	2	9,000 ⁰⁰	18,000
13. Transport and Dispose of 55-Gallon Drum of Sludge	LS	10	315 ⁰⁰	3,150 ⁰⁰
14. Site Demolition (as Outlined on Drawing #C1.2), including but not limited to the removal and disposal of Underground Utilities, Grub, Concrete Curb and Gutter, Sidewalks, Asphalt Pavement, Retaining Wall North of Athletic Field Site, ETC.	LS	1	313,390 ⁰⁰	313,390 ⁰⁰
15. Existing Fence Removal	LF	1,400	420	5,880 ⁰⁰
16. Hourly Rate for Unforeseen Conditions. Hourly Rate Must include all Equipment, Manpower, Fees, OII&P, ETC.	Hrs	25	500	12,500 ⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

SUB-TOTAL (A)				\$ 3,944,386 ⁰⁰
Description	Unit(s)	Approximate QTY	Unit Price	Extended Price (QTY x Unit Price)
17. Provide and install ESVCP - 6" Sanitary	LF	30	48 ³⁵	1,450 ⁵⁰
18. Provide and install ESVCP - 8" Sanitary	LF	40	52 ²¹	2,088 ⁴⁰
19. Provide and install ESVCP - 8" Storm Sewer	LF	30	52 ²¹	1,566 ³⁰
20. Provide and install ESVCP - 10" Sanitary	LF	400	56 ⁰⁰	22,400 ⁰⁰
21. Provide and install ESVCP - 10" Storm Sewer	LF	200	56 ⁰⁰	11,200 ⁰⁰
22. Provide and install ESVCP - 12" Storm Sewer	LF	250	60 ⁷⁵	15,187 ⁵⁰
23. Provide and install Catch Basins	Each	5	3,687 ⁸⁴	18,439 ³⁰
24. Provide and install Manholes	Each	4	3,687 ⁸⁰	14,751 ⁴⁴
25. Provide and install Telephone Hand Hole	Each	1	4,324 ⁰⁰	4,324 ⁰⁰
26. Provide and install Telephone Conduit for SBC (Underground)	LF	200	27 ⁰³	5,406 ⁰⁰
27. Provide and install Electrical Hand Holes for ComEd	Each	1	9,585 ⁰⁰	9,585 ⁰⁰
28. Provide and install Electrical Conduit (Underground)	LF	600	77 ⁴⁷	46,482 ⁰⁰
29. Provide and install 8' x 8' Concrete Electrical Transformer Pads	Each	2	9,265 ⁰⁰	18,530 ⁰⁰
30. Provide and install Comcast Hand Hole	Each	1	4,324 ⁰⁰	4,324 ⁰⁰
31. Provide and install Comcast Conduit (Underground)	LF	500	24 ¹⁴	12,070
32. Provide and Install Underground Detention System, as stipulated in Specification Section #02635	LS	1	461,178 ⁸⁰	461,178 ⁸⁰
33. Provide and Install New Chain Link Fencing, with required Fabric, as Stipulated in Specification Section #02831 and Sheet # C2.4	LF	2,500	42 ²⁹	105,725 ⁰⁰
34. Provide and Install Gates, with required Fabric, as Stipulated in Specification Section #02831 and Sheet # C2.4	Each	4	1,862 ⁰⁰	7,448 ⁰⁰
35. Provide and Install Erosion Control Silt Fencing	LF	2,000	2 ⁰⁰	4,000 ⁰⁰
SUB-TOTAL (B)				\$ 7,661,562 ⁴¹

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

III. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Kelly O'Connor, being first duly sworn, deposes and says that:

(1) He/She is President (Owner, Partner, Officer, Representative or Agent) of OCA Construction Inc. the Bidder that has submitted the attached Bid;

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

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

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

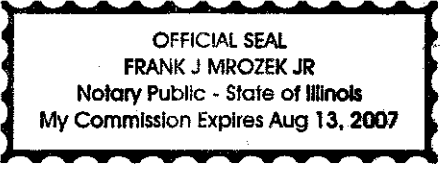
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Kelly O'Connor (Signed) President

(Title) Subscribed and sworn to before me this 31st day of January 2006

(Title) My Commission expires: 8/13/07



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

**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 Not Applicable
- 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. 1338

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. 1338

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____,
before me appeared (Name)

On this _____ day of _____, 20____,
before me appeared (Name)

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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: The New Westinghouse High School

Project Number: 1338

FROM:

INDUSTRIAL FENCE INC MBE WBE
(Name of MBE or WBE)

TO:

_____ 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.

Install New Chainlink Fence w/ privacy slats, Gates and remove
existing fence

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

\$104,625⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Industrial Fence Inc
Name of MBE/WBE Firm (Print)
1-30-2006
Date
773-521-9900
Phone

Miguel A Salazar
Signature
Miguel A Salazar
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

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602

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

<http://www.cityofchicago.org>

November 30, 2005

Miguel A. Saltijeral, President
Industrial Fence, Inc.
1300 South Kilbourn Avenue
Chicago, Illinois 60623

Dear Mr. Saltijeral:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **DBE/MBE certification until September 1, 2006**.

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

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

Overhead Doors Installation and Repair; Snow Plowing; Fence Erectors and Fabricators of Ornamental Iron, Chain Link, Wood Railing, Guard Rail and Window Guards; Construction Management; Painting and Carpentry Services

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

Sincerely,

Lori Ann Lysson
Deputy Procurement Officer

LAL/emc



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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: Westinghouse H.S. Phase I

Project Number: CPS-20

FROM: Contract # 1338

Speedy Gonzalez Landscaping, Inc. MBE WBE
(Name of MBE or WBE)

TO: OCA Construction, Inc. 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 8-5-04. 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 + Hauling

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

\$ 1,075,863.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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.

52 % 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:

Speedy Gonzalez Landscaping Inc.
Name of MBE/WBE Firm (Print)

2-2-06

Date
(773) 734-7780

Phone

Signature

Name (Print)

Jose Gonzalez

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

Barbara A. Lumpkin
Chief Procurement Officer

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

January 23, 2006

Jose Gonzalez, President
Speedy Gonzalez Landscaping, Inc.
10630 South Torrence Avenue
Chicago, Illinois 60617

Dear Mr. Gonzalez:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **November 1, 2006.**

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

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

Construction Management; Landscaping Services; Ground Maintenance; Intrastate Trucking; Excavating

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

Sincerely,

Lori Ann Lygdon
Deputy Procurement Officer

lg





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Eric J. Griggs
Chief Procurement Officer

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

<http://www.cityofchicago.org>

Jose R. Gonzalez, President
Speedy Gonzalez Landscaping, Inc.
10630 South Torrence Avenue
Chicago, Illinois 60617
(773) 734-7750

Re: 4th ANNIVERSARY CERTIFICATION
Certification Effective: August 5, 2004
Certification Expires: July 1, 2005
Annual Affidavit Certificate Expires: July 1, 2005

Dear Mr. Gonzalez:

Congratulations on your continued eligibility for certification as an MBE by the City of Chicago. Re-validation of Speedy Gonzalez Landscaping, Inc.'s certification is required by July 1, 2005.

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:

Construction Management; Landscaping Services;
Ground Maintenance; Intrastate Trucking; Excavating

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

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

Very truly yours,

Michael J. McMurray
Managing Deputy Procurement Officer

MJM/dls





January 30, 2006

Mr. Robert Rucinski
SGL, Inc.
10624 S. Torrence
Chicago, IL 60617

Dear Mr. Rucinski,

The Kestrel Hawk Recycling & Disposal Facility has been asked to provide a letter regarding the acceptance of soil containing general construction and demolition debris from the Westinghouse High School Site. Kestrel Hawk is a licensed Subtitle D Landfill, located in Racine, WI, in compliance with all local, state and federal regulations.

General construction and demolition is acceptable for disposal at the facility. Please complete and return the attached form to finalize the approval. Loads must be manifested for acceptance into the Kestrel Hawk Facility. Twenty four hour notice is required prior to acceptance of the first load.

Please feel free to contact me at (262)724-3257 with any questions regarding the Kestrel Hawk Recycling and Disposal Facility.

Sincerely,

Jodi Acheson
Republic Services of Wisconsin



January 27, 2006

To Whom It May Concern:

Land and Lakes Company's Subtitle D landfill River Bend Prairie in Dolton will accept construction debris as general refuse and non-hazardous special waste. The landfill permit number is 1996-314-LF. There is no limit on the amount of waste accepted at River Bend Prairie each day.

If you have any questions, please contact me at 708-720-7028.

Sincerely,

Amanda R. Miller

Amanda R. Miller
Environmental Manager

DCA



WASTE MANAGEMENT, INC.

WM-Industrial Landfill Sales
Illinois Market Area
1411 Opus Place, Suite 400
Downers Grove, IL 60515
300-WMDisposal
Fax 866-313-8781

January 30, 2006

Robert Rucinski Jr.

Speedy Gonzalez
10624 South Torrence Ave.
Chicago, IL 60612-
Phone: (773) 734-7780
Fax: (773)734 -7951
Rc: Waste Management Proposal / Westinghouse II. S.

Dear Mr. Rucinski Jr.:

First, I would like to thank you for the opportunity to quote the Westinghouse High School project. The following Waste Management disposal facilities can accept this type of material, contingent upon the analytical results and completed waste profile.

CID RDF \$20.75 per ton soil must have minimal debris
138th & Bishop Ford Freeway
Calumet City, IL 60409
IEPA # 0310390001
LF Permit: 1794-39-DE/QP

Settler's Hill RDF \$21.75 per ton
1031 E. Fabyan Parkway
Batavia, IL 60510
IEPA # 089010009
LF Permit: 1996-274-LFM

Countryside RDF \$23.25 per ton
31725 North Route 83
Grayslake, IL 60030
IEPA # 0970250003
LF Permit: 1994-479-LF

Should you have any questions or need additional information please feel free to contact me at (708) 927-5036.

Sincerely,

Peter Borgia / ns

Peter Borgia
Senior Industrial Waste Sales Representative

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

**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: Westinghouse H.S. Phase I

Project Number: CPS-20

FROM: Contract # 1338

E. King Construction
(Name of MBE or WBE)

MBE _____ WBE

TO:

OCA Construction, Inc. 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.

Trucking + Hauling

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

\$158,748⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

E. King Construction, Inc.
Name of MBE/WBE Firm (Print)
1/31/06
Date
(773) 284-9800
Phone

[Signature]
Signature
E. King
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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: Westinghouse H.S. Phase I

Project Number: CP5-20

FROM:

E. Kim Construction Co.
(Name of MBE or WBE)

MBE WBE

TO:

Speedy Gonzalez Landscaping and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-11-2003. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Hauling + Trucking

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

\$529,111.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

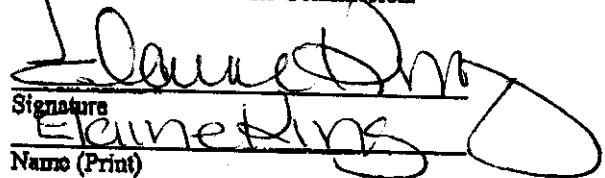
- % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

E. King Construction Co. Inc.
Name of MBE/WBE Firm (Print)
1-31-06
Date
(773) 284-9800
Phone


Signature
E. King
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>

Elaine King, President
E. King Construction Company, Inc.
3865 West Columbus Avenue
Chicago, Illinois 60652

Re: 3rd ANNIVERSARY CERTIFICATION
Certification Effective: July 11, 2003
Certification Expires: June 30, 2006
Annual Affidavit Certificate Expires: June 30, 2004

Dear Ms. King:

Congratulations on your continued eligibility for certification as a DBE/MBE/WBE by the City of Chicago. Re-validation of E. King Construction Company, Inc.'s certification is required by June 30, 2004.

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

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

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

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

Intrastate Trucking and Hauling

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

EM
EJG/emc





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

November 29, 2005

Elaine King, President
E. King Construction Co., Inc.
3865 West Columbus Avenue
Chicago, Illinois 60652

Dear Ms. King:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBF and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your DBE/MBE/WBE certification until September 1, 2006.

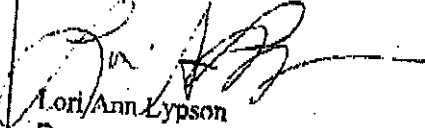
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Intrastate Trucking and Hauling

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/gk



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

**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: WESTINGHOUSE H.S.

Project Number: 1338

FROM:

CLASSIC ELECTRIC SUPPLY INC
(Name of MBE or WBE)

MBE _____ WBE

TO:

OCA Construction, Inc. and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

_____ a Partnership

a Corporation

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11-10-05. 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.

ELECTRICAL PIPE, FITTINGS, MAN HOLES

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

\$38,000 ELECTRICAL MATERIALS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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:

CLASSIC ELECTRIC SUPPLY INC
Name of MBE/WBE Firm (Print)

11/31/06
Date

708-366-1014
Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Raymond Fink Jr
Signature

RAYMOND FINK JR
Name (Print)

Mark Lenzen

MARK LENZEN
Secretary

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lypson
Chief Procurement Officer

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

<http://www.cityofchicago.org>

November 10, 2005

Diane Schwitz, President
Classic Electric Supply, Inc.
7700 West Madison St.
Forest Park, Illinois 60130

Dear Ms. Schwitz:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until September 1, 2006.

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

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

Distributor of Electric Parts

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

mck

NEIGHBORHOODS
Alive!
BUILDING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1338

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

Name of Project: Westinghouse High School Phase I Contract # 1338

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

President

Title
and duly authorized representative of

OCA Construction, Inc.

Name of General Contractor
whose address is

8434 Corcoran

in the City of Willow Springs, 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
<u>Industrial Fence</u>	<u>Fencing</u>	<u>\$ 104,625⁰⁰</u>	<u>\$</u>
<u>Speedy Gonzalez Landscaping</u>	<u>Excavation + Hauling</u>	<u>\$ 1,075,863⁰⁰</u>	<u>\$</u>
<u>Classic Electric Supply</u>	<u>Electric Supply</u>	<u>\$</u>	<u>\$ 38,000⁰⁰</u>
<u>E. King Construction</u>	<u>Trucking + Hauling</u>	<u>\$</u>	<u>\$ 158,748⁰⁰</u>
		<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
Total Net MBE/WBE Credit		<u>\$ 1,180,488⁰⁰</u>	<u>\$ 196,748</u>
Percent of Total Base Bid		<u>24</u> %	<u>4</u> %

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. 1338

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.

45.3 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

Speedy Gonzalez Landscaping Inc. Only
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:

OCA Construction, Inc.
Name of Contractor (Print)
1-31-06
Date
(708) 839-5605
Phone

Kelly O'Connor Kelly O'Connor
Signature
Kelly O'Connor
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

SCHEDULE E - Request for Waiver from MBE/WBE Participation

NA

Date: _____

Montel M. Gayles, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gayles:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.10 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. 1338

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.

No work on hand

	1	2	3	4	Awards Pending	TOTALS
Project						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						<i>None</i>

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						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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.

No work on hand

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

PERFORMANCE AND PAYMENT BOND

Contract No. 1338

Bond No. 2061817

KNOW ALL MEN BY THESE PRESENTS, that we, OCA Construction Inc.,
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of
Willow Springs, State of Illinois, as Corporate Principal, and
North American Specialty Insurance Company
650 Elm St.,
Manchester, NH 03101

a corporation organized and existing under the laws of the State of ^{New}~~Illinois~~ Hampshire, with offices in the State of
*Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Four Million Nine Hundred Eighteen Thousand
Seven Hundred Dollars and No Cents (\$4,918,700.00) 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 February 14, 2006, for the fabrication, delivery, performance and
installation of

The New Westinghouse High School
*Kedzie Avenue and Franklin Park Boulevard, 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. 1338

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 Four Million Nine Hundred Eighteen Thousand Seven Hundred Dollars and No Cents (\$4,918,700.00), 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. 1338

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 2/23/06, 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:

John M. O'Connor
Name

BY _____ (Seal)
Individual Principal

8434 Corcoran Rd
Business Address

Individual Principal (Seal)

Willow Springs IL
City State

CORPORATE SEAL

ATTEST:

OCA Construction Inc.
Corporate Principal

BY Joe E. O'Connor

BY Kelly O'Connor

Secretary
Title

President
Title

8434 Corcoran Road
Willow Springs, IL 60480

North American Specialty Insurance
Corporate Surety Company

BY Annellee S. Mascher

Todd Schaap

1127 Prairie Dr. Racine, WI
Business Address & Telephone

Title Todd Schaap, Attorney in Fact
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Todd Schaap

Business Address: 1127 Prairie Dr., Racine, WI 53406

Telephone: 262-884-6590 Fax: 262-884-9096

The rate of premium of this Bond is \$ 9.00 / 6.30 / 5.40 per thousand. **
Total amount of premium charged is \$ 30,161.00 **

* 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. 1338

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY


Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Jon O'Connor, certify that I am the _____ Secretary of the
OCA Construction Inc., corporation named as Principal in the foregoing performance and payment bond,
that Kelly O'Connor 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 24th day of February 2006.


CORPORATE SEAL

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP and KIMBERLY S. RASCH

jointly or severally

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney, and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of August, 2005.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of DuPage

ss:

15th day of August, 2005, before me, a Notary Public, personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of, and acknowledged said instrument to be the voluntary act and deed of, their respective companies.



[Signature]
Susan Ansel, Notary Public


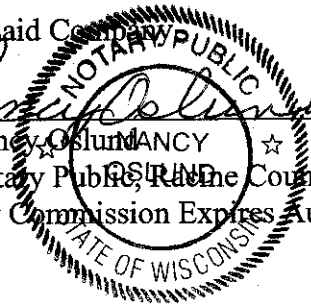
I, James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company and the Assistant Secretary of North American Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23 day of February, 2006.

[Signature]
James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company

STATE OF WISCONSIN)
)
COUNTY OF RACINE)

ON THIS 23rd day of February, 2006, before me, a notary public,
within and for said County and State, personally appeared **Todd Schaap** to me personally
known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the
NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation of
NEW HAMPSHIRE, created, organized and existing under and by virtue of the laws of the
State of NEW HAMPSHIRE; that the corporate seal affixed to the foregoing within instrument
is the seal of the said Company; that the seal was affixed and the said instrument was executed
by authority of its Board of Directors; and the said **Todd Schaap** did acknowledge that he
executed the said instrument as the free act and deed of said Company.


Nancy Oslund
Notary Public, Racine County, Wisconsin
My Commission Expires August 9, 2009.


PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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.

Kelly O'Connor
Signature

1-31-06
Date

Kelly O'Connor
Name (Type or Print)

President
Title

OCA Construction, Inc.
Bidder Name

8434 Corcoran Rd
Address

Willow Springs IL 60480
City State Zip

Subscribed and sworn to before me
this 31 day of January, 20 06

[Signature]
Notary Public

(SEAL)

Commission expires: 8/13/07



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

Affidavit Of Local Business

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

NA

being first duly sworn, deposes and says that:

1. He/She is

(Owner, Partner, Officer)
of

(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:

(Three blank lines for 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.

(Signed) (Title)

Subscribed and sworn to before me this day of , 20

(Signature) (SEAL)

(Title)

My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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 OCA Construction, Inc.

Submitted By Kelly O'Connor

Title President

Permanent Main Office Address 8434 Corcoran Road Willow Springs, IL

Local Address - same -

Local Telephone No. and FAX No. 708-839-5605 708-839-5608

How many years operating as contractor for work of this nature? 12

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Durkin School 8431 Kolin	\$1,400,000	2005	Site work & building addition
2.	Metcalfe School 12301 Normal	\$1,200,000	2005	Site work & building addition
3.				
4.				
5.				
6.				
7.				
8.				

OFFICE
L...
...

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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 OCA Construction, Inc.
- (b) State and City in which incorporated Willow Springs, IL
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____ N/A
- (d) Name and address of registered agent in Illinois

David Cohen 10729 W. 159th Orland Park, IL 60467

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

<u>Kelly O'Connor</u>	<u>President</u>
Name	Title
<u>John O'Connor</u>	<u>Vice-President</u>
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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

Kelly O'Connor
Signature of Affiant

Subscribed and sworn to before me this 31st day of January 2006

[Signature]
Notary Public (SEAL)

My Commission expires: 8/13/07



DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract #1338

Description or goods or services to be provided under Contract: # Phase I -

Site preparation / underground utility work

2. Name of Contractor: OCA Construction, Inc.

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

Retained Parties:

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

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

DISCLOSURE OF RETAINED PARTIES

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

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

Kelly O'Connor
Signature

2-23-06
Date

Kelly O'Connor
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 23 day of FEB 2006

[Signature]
Notary Public

OFFICIAL SEAL
FRANK J MROZEK JR
Notary Public - State of Illinois
My Commission Expires Aug 13, 2007

OCA Construction Inc.

Westinghouse High School Phase I

Public Building Commission of Chicago

Contract #1338

Contractors List

1. **OCA Construction, Inc.**
General Contractor
Office Contact: Jon O'Connor
Field Contact: Kelly O'Connor
8434 S. Corcoran Rd.
Willow Springs, IL 60480
(708) 839-5605 Estimated
2. **Speedy Gonzalez**
Excavation & Landscape
Attention: Jose Gonzalez
10624 S. Torrence Ave.
Chicago, IL 60617
(773) 734-7780
Subcontractor
Estimated
3. **Metro Tank & Pump Company**
Tank Removal
1111 West Dundee Road
Wheeling, IL 60090-3936
(847) 465-4000 Estimated
Subcontractor
4. **Cassidy Excavating**
Excavation & Sewer
Attention: Bill Cassidy
P.O. Box 212
Worth, IL 60482
(708) 239-6470 Estimated
Subcontractor
5. **North American Technologies**
Electrical
Attention: John O'Connor
8434 S. Corcoran Rd.
Willow Springs, IL 60480
(708) 839-8101
Subcontractor
Estimated
6. **O'Connor Concrete**
Concrete
Attention: Jim O'Connor
4190 West 123rd Street
Alsip, IL 60803
(708) 389-7246
Subcontractor
Estimated
7. **Joseph A. Schudt & Associates**
Surveyor
Attention: John Newton
19350 South Harlem Avenue
Frankfort, IL 60423
(708) 720-1000 Estimated
Subcontractor
8. **Industrial Fence**
Fencing
Attention: Tony
1300 South Kilbourn
Chicago, IL 60623
(773) 521-9900 estimated
Subcontractor
9. **E. King Construction**
Hauling & Trucking
Attention: Elaine King
3865 W. Columbus Avenue
Chicago, IL 60652
(773) 284-9800
Subcontractor
Estimated
10. **Classic Electric Supply, Inc.**
Electrical Supply
Attention: Diane Schwitz
7700 West Madison Street
Forest Park, IL 60130
(708) 366-1014
Supplier
Estimated

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

IV. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

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

B. Interpretations Or Addenda

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

C. Inspection Of Site

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

D. Pre-Qualification Of Bidders

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

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

Contract No. 1338

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 apparent 1st low and 2nd low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

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

Contract No. 1338

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

Contract No. 1338

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. 1338

The apparent low Bidder and the apparent 2nd low bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on the 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. 1338

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1338

2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

Cook County Prevailing Wage for January 2006

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		36.820	40.140	2.0	2.0	2.0	6.920	6.260	0.000	0.210
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
CEMENT MASON		ALL		36.600	37.850	2.0	1.5	2.0	6.110	4.920	0.000	0.150
CERAMIC TILE FNSHER		BLD		27.200	0.000	2.0	1.5	2.0	5.400	5.200	0.000	0.100
COMM. ELECT.		BLD		31.440	33.940	1.5	1.5	2.0	6.300	5.290	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		34.950	40.720	1.5	1.5	2.0	7.420	8.730	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		27.260	40.720	1.5	1.5	2.0	5.790	6.820	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		34.950	40.720	1.5	1.5	2.0	7.420	8.730	0.000	0.260
ELECTRICIAN		ALL		35.150	37.750	1.5	1.5	2.0	8.680	6.850	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		38.995	43.870	2.0	2.0	2.0	7.275	3.420	2.340	0.370
FENCE ERECTOR		ALL		24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		32.800	34.550	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
LABORER		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
LATHER		BLD		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
MACHINIST		BLD		35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MILLWRIGHT		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
OPERATING ENGINEER		BLD	1	39.550	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	2	38.250	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	3	35.700	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	4	33.950	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		FLT	1	42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	2	41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	3	36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	4	30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		HWY	1	37.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	2	37.200	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	3	35.150	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	4	33.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	5	32.550	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
ORNAMNTL IRON WORKER		ALL		33.600	35.350	2.0	2.0	2.0	7.250	10.09	0.000	0.750
PAINTER		ALL		33.550	37.560	1.5	1.5	1.5	5.800	5.400	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		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
PIPEFITTER		BLD		36.100	38.100	1.5	1.5	2.0	7.910	6.100	0.000	0.800
PLASTERER		BLD		32.100	33.600	1.5	1.5	2.0	6.240	6.600	0.000	0.400
PLUMBER		BLD		38.400	40.400	1.5	1.5	2.0	7.170	3.940	0.000	0.790
ROOFER		BLD		32.800	34.800	1.5	1.5	2.0	5.930	3.140	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		24.640	25.490	1.5	1.5	2.0	3.980	2.050	0.000	0.000
SPRINKLER FITTER		BLD		34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		27.950	0.000	1.5	1.5	2.0	6.150	5.560	0.000	0.220
TERRAZZO MASON		BLD		32.050	35.050	1.5	1.5	2.0	6.150	7.140	0.000	0.120
TILE MASON		BLD		33.000	37.000	2.0	1.5	2.0	5.400	6.400	0.000	0.180
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	28.700	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	2	28.950	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000

TRUCK DRIVER	E	ALL	3	29.150	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	4	29.350	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	W	ALL	1	28.700	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	2	28.850	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	3	29.050	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	4	29.250	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TUCKPOINTER	BLD			34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

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

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all 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 similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader

2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine

with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser 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.

PBC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 2/28/2006

PRODUCER

DANIEL STUMPF (02341)
17054 S OAK PARK AVE
STE B
TINLEY PARK, IL 60477-0000
708-614-1888

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 6273974

OCA CONSTRUCTION INC
8434 S CORCORAN
WILLOW SPRINGS, IL 60480

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: COUNTRY Mutual Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR ADD'L LTR INBR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RAILROAD PROTECTIVE <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AB1565941	10/8/2005	10/8/2006	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGORRGATE \$8,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AV1565940	10/8/2005	10/8/2006	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	AU1565941	10/8/2005	10/8/2006	EACH OCCURRENCE \$5,000,000 AGGREGATE \$8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> No If yes, describe under SPECIAL PROVISIONS below <input checked="" type="checkbox"/> Yes OTHER	AW1565940	10/8/2005	10/8/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

JOBNAME:
WESTINGHOUSE HS #1338

REMARKS:
(CONTINUED)

*New York
DR and
3/1/06*

CERTIFICATE HOLDER

PUBLIC BUILDING COMMISSION
PROCUREMENT DEPARTMENT
RICHARD J DALEY CENTER
ROOM 200
CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Douglas M Bore

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 2/28/2006

PRODUCER

DANIEL STUMPF (02341)
17054 S OAK PARK AVE
STE B
TINLEY PARK, IL 60477-0000
708-614-1888

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INSURED 8273974

OCA CONSTRUCTION INC
8434 S CORCORAN
WILLOW SPRINGS, IL 60480

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A COUNTRY Mutual Insurance Company

INSURER B

INSURER C

INSURER D

INSURER E

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

(REMARKS CONTINUED)
BUILDERS RISK \$2.7M

OTHER PROVISIONS:
SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):
PUBLIC BUILDING COMMISSION

BOARD OF EDUCATION OF THE CITY OF CHICAGO

CITY OF CHICAGO DEPT OF TRANSPORTATION

WORKERS COMPENSATION EXCLUSIONS:
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

CERTIFICATE HOLDER

PUBLIC BUILDING COMMISSION
PROCUREMENT DEPARTMENT
RICHARD J DALEY CENTER
ROOM 200
CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Douglas M. Bora



February 14, 2006

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

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Certified Public Accountants

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EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

Kelly O'Conner
OCA Construction Inc.
8434 Corcoran Road
Willow Springs, IL 60480

RE: **Notice of Award**
Contract No.: 1338
Type of Work: Phase I - Site Preparation/Underground Utility Work
Project: The New Westinghouse High School

Dear Ms. O'Conner:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on February 14, 2006 the Commission awarded to your company Contract No. 1338 in the amount of \$4,918,700.00.

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 February 21, 2006.
24, 2006 gm

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

Sincerely,

Montel M. Gayles
Executive Director

cc: R. Giderof
Trinal
E. Lavin Carbonargi, CPS



Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3000
Fax: (312) 744-8008

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Chicago Park District

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Trustee
Chicago School Reform
Board of Trustees

Treasurer
BISHOP ARTHUR BRAZIER
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ADELA CEPEDA
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DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook County

CYNTHIA M. SANTOS
Commissioner
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President
Board of Commissioners
of Cook County

THEODORE R. TETZLAFF
Partner
Jenner & Block

DON A. TURNER
President
Chicago Federation of Labor

Executive Director
and Secretary
EILEEN J. CAREY

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

Assistant Secretary
MIGUEL d'ESCOTO

May 23, 2006

Ms. Kelly O'Conner
OCA Construction, Inc.
8434 Corcoran Road
Willow Springs, Illinois 60480

**Re: Westinghouse High School
Notice to Proceed
PBC Contract No. 1338**

Dear Ms. O'Conner:

Pursuant to Contract # 1338, which was awarded to OCA Construction, Inc. (OCA) on February 14, 2006, by the Public Building Commission (PBC), OCA is hereby notified that the commencement date for this project is May 23, 2006.

Pursuant to this Contract, all work is to be completed within ninety-two (92) consecutive Calendar Days after the commencement date. The completion date is established as August 22, 2006.

Your attention is directed to Book #1 – Standard Terms and Conditions, Article #9, Section #9.04 "Liquidated Damages" for failure to complete the work by the established contractual completion date.

The administration and inspection of the work included in this Contract is under the direction of the PBC. Please submit original copies of all correspondence pertaining to this work to the PBC's designated representative listed below. Please reference the Contract No. 1338 on all correspondence.

- **Mr. Ray Giderof, Portfolio Manager**
Public Building Commission
Richard J. Daley Center, Room #200
50 West Washington Street
Chicago, Illinois 60602
Phone: 312.744.9253
Fax: 312.744.3572



This Notice to Proceed authorizes OCA to enter upon the project site and commence with the work as stipulated in the Contract Documents.

Sincerely,

A handwritten signature in black ink that reads "Montel M. Gayles". The signature is fluid and cursive, with a long horizontal stroke at the end.

Montel M. Gayles
Executive Director

cc: S. Murphy – Chicago Public Schools
E. Lavin - Chicago Public Schools
B. Spight – Public Building Commission
E. Benodin – Public Building Commission
G. Hill – Public Building Commission
J. Hall - Public Building Commission
M. Van Hook – DeStefano + Partners
A. Sassila – GSG Consultants, Inc.
R. Giderof – Public Building Commission