

Contractor: EHD Tectonics Corp.
Address: O'Hare Plaza, 8725 W. Higgins, Suite 200
City/State/Zip: Chicago, IL 60631
Phone Number: (773) 444-3474
Fax Number: (773) 693-0064

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1336

**Gale Community Center
1620 W. Howard
General Construction
CPD-37**

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" 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.

ORIGINAL

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1336
 Gale Community Center

TABLE OF CONTENTS

DOCUMENT SUBMITTAL CHECKLIST.....	4
I. PROJECT INFORMATION.....	5
A. GENERAL PROJECT INFORMATION	5
B. TIME OF COMPLETION.....	6
C. CONTINGENCY FUND	6
D. TIME OF COMPLETION OF PUNCH LIST WORK.....	7
E. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED.....	7
F. LIQUIDATED DAMAGES.....	7
G. INSURANCE REQUIREMENTS	8
H. NOTICES.....	10
I. PREVAILING WAGE RATES.....	11
J. COMMUNITY HIRING INCENTIVES.....	11
K. CONTRACTOR'S PROJECT MANAGER	11
L. LICENSING.....	11
M. PROPOSAL AND EXECUTION DOCUMENTS	12
N. CONTRACTOR'S BID.....	12
O. ACCEPTANCE OF THE BID.....	14
P. CORPORATE RESOLUTION (IF A CORPORATION).....	15
II. PROPOSAL SUPPORT DOCUMENTS	16
A. BASIS OF AWARD (AWARD CRITERIA).....	16
III. ADDITIONAL DOCUMENTS TO BE EXECUTED.....	21
AFFIDAVIT OF NONCOLLUSION	21
SCHEDULE B - JOINT VENTURE AFFIDAVIT	22
SCHEDULE C - LETTER OF INTENT FROM MBE/WBE.....	25
SCHEDULE D - AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION	27
SCHEDULE E - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION	29
AFFIDAVIT OF UNCOMPLETED WORK.....	30
AFFIDAVIT OF LOCAL BUSINESS	34
STATEMENT OF BIDDER'S QUALIFICATIONS	35
DISCLOSURE OF RETAINED PARTIES	37
PERFORMANCE AND PAYMENT BOND.....	39
IV. INSTRUCTIONS TO BIDDERS.....	43
A. EXAMINATION OF DOCUMENTS BY BIDDER	43
B. INTERPRETATIONS OR ADDENDA.....	43
C. INSPECTION OF SITE.....	43
D. PRE-QUALIFICATION OF BIDDERS.....	43
E. COMPETENCY OF BIDDER.....	44
F. SUBSTITUTIONS PRIOR TO BID DATE	44
G. PREPARATION OF BID.....	44
H. BID GUARANTEE: DEPOSIT AND TIME PERIOD.....	45
I. ADMINISTRATIVE FEE	46
J. BIDDER'S EXECUTION OF BID	46
K. BASIS OF AWARD (AWARD CRITERIA).....	46
L. ALTERNATES.....	46

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

M. UNIT PRICES.....	46
N. AFFIDAVIT OF NON-COLLUSION.....	47
O. MBE AND WBE COMMITMENTS	47
P. AFFIDAVIT OF UNCOMPLETED WORK	47
Q. BIDDER'S FINANCIAL STATEMENT.....	47
R. DISCLOSURE AFFIDAVIT	47
S. AFFIDAVIT OF LOCAL BUSINESS	47
T. STATEMENT OF BIDDER'S QUALIFICATIONS.....	47
U. DISCLOSURE OF RETAINED PARTIES	48
V. SUBMISSION OF BID	48
W. WITHDRAWAL OF BIDS BEFORE BID OPENING	48
X. OPENING OF BIDS	48
Y. EVALUATION OF BIDS	48
Z. AWARD OF CONTRACT; REJECTION OF BIDS.....	48
AA. PERFORMANCE AND PAYMENT BOND AND INSURANCE	49
BB. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS.....	49
CC. PROTESTS.....	50

EXHIBITS

1. COOK COUNTY PREVAILING WAGE RATE SHEET

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

DOCUMENT SUBMITTAL CHECKLIST

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

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

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

1. Financial Statement
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 of Notice of Award.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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:

**Gale Community Center
General Construction
1620 W. Howard
CPD-37**

2. General Description of Scope of Work:

- a) As described in the specifications, **construction of a Park District community center building and associated site improvements.**
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor 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 Park District

4. Commission's Representative's Name, Address, and Phone Number: Patricia Lombardo, Public Building Commission of Chicago, 50 West Washington St, Room 200, Chicago IL 60602 (312) 744-9430

5. Architect's Name, Address, and Phone Number: Perkins & Will, 330 N. Wabash, #3600, Chicago, IL 60611 (312) 755-0770

6. Commission's Project Manager: Patricia Lombardo

7. Ward: 49

8. City Funded? Partially

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

10. Inspection of Site

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

been discovered by inspection of the Site. Site inspection shall be arranged through Perkins & Will.

11. Documents Available from: Digital Printing Center, 832 W. Erie, Chicago, IL, (312) 226-6506
12. Pre-Bid Meeting Date, Time, and Location: Tuesday, October 18, 2005 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
13. Bid Opening Date and Time: ~~Tuesday~~ ^{Monday}, November ~~1~~ ⁷, 2005 at 2PM
14. Amount of Bid Deposit: 5% of total base bid price
15. Administrative Fee: \$5,000.00
16. Amount of Contingency Fund: \$ZERO
17. Document Deposit: \$ZERO
18. Cost for Additional Documents (per set): \$ at general contractor's expense
19. Award of Contract

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

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

B. Time of Completion

The Work shall be completed within **Three Hundred Sixty (360)** calendar days upon issuance of the Notice to Proceed. The work shall be performed in two phases.

Phase I: Pre Construction: 60 calendar days, except that construction fencing and preliminary excavation must begin no later than November 22, 2005

Phase II: Construction: 300 calendar days

C. Contingency Fund

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

D. Time of Completion of Punch List Work

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

E. Copies of Drawings and Specifications Furnished

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

F. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said Work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of

Completion of the Work	\$1,000.00 per Day
------------------------	--------------------

Completion of Punch List Work	\$1,000.00 per Day
-------------------------------	--------------------

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

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this Contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

4. Completion of the Work, for the purposes of this section only, shall occur upon Substantial Completion of all of the Work required by the Contract Documents. Completion of Punch

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

List Work, for the purposes of this section only, shall occur upon the Architect's acceptance of Punch List Work.

G. Insurance Requirements

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

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

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 the Chicago Park District are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

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

6) **Builders Risk**

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

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

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

2. **Additional Requirements**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission and/or Chicago Park District 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 the Chicago Park District

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

Any insurance or self-insurance programs maintained by the Commission and Chicago Park District 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 coverage 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.

H. Notices

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

1. If to the Commission, notices must be addressed to the attention of the **Patricia Lombardo**) with copies to: **Perkins & Will, 330 N. Wabash, #3600, Chicago, IL 60611**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Perkins & Will, 330 N. Wabash, #3600, Chicago, IL 60611** and the Contractor's Bonding Company

I. Prevailing Wage Rates

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

J. Community Hiring Incentives

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

K. Contractor's Project Manager

Contractor's full-time Project Manager is not required at the Site.

L. Licensing

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

M. PROPOSAL AND EXECUTION DOCUMENTS

N. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1336 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)

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. 1336

Gale Community Center

	DIVISION	\$ AMOUNT
Sitework	2	550,000 -
Concrete	3	300,000 -
Masonry	4	800,000 -
Steel	5	775,000 - 800,000 - (e)
Carpentry	6	60,000
Roofing/Waterproofing/Sealants	7	500,000 -
Doors & Windows	8	450,000
Finishes	9	200,000
Specialty	10	35,000
Equipment	11	116,000
Furnishings	12	5,000
Special Construction	13	45,000
Vertical Construction	14	-
Mechanical	15	779,000 -
Electrical	16	280,000 -
Winter Conditions		25,000
General Conditions		650,000
Fee		400,000
SUB-TOTAL		\$ 5,964,000 -
TOTAL BASE BID		\$ 5,964,000 -

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

(\$ 5,773,152 -)

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

Nine Hundred Sixty Four Thousand and no cents

dollars

(\$ 5,964,000.00)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

O. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edgwick Johnson
Secretary

Richard M Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

FHP Tectonics Corp.
Contractor Name

O'Hare Plaza, 8725 W. Higgins, Suite 200
Chicago, IL 60631
Address

If a Corporation:

By Scott F. Poremba
Scott F. Poremba

President
Title of Signatory

ATTEST:
By Timothy J. Pearson
Timothy J. Pearson

Secretary
Title

CORPORATE SEAL

If a Partnership: n/a

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship: n/a

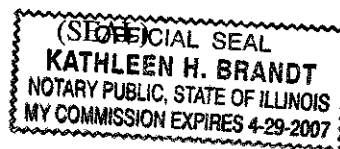
Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 1st day of November, 2005

Kathleen H Brandt
Notary Public Signature

Commission Expires: April 29, 2007



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

P. Corporate Resolution (if a Corporation)

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

FHP Tectonics Corp.

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 December 27th, 2004, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated November 1st, 2005 to the Public Building Commission of Chicago, for Contract No. 1336 of said Commission;

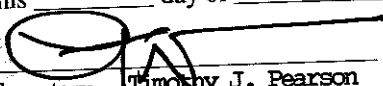
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

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:	<u>Scott F. Poremba</u>
Vice President:	<u>Joseph V. Scarpelli, W.M. Barkowski, James Blair, Robert F. Zitek</u>
Secretary:	<u>Timothy J. Pearson</u>
Treasurer:	<u>Frank H. Paschen</u>
Assistant Secretary:	<u>Carol Einfalt, Kathleen Brandt</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 1st day of November, 2005.


Secretary Timothy J. Pearson

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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>5,964,000 -</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>0.30</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>71,568 -</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>89,460 -</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>29,920 -</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>0.00</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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>0.00</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.00</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>190,848 - 5,773,152</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>5,773,152 -</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 5,773,152 -

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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

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

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

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

5. Reporting

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

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

6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers
Lathers

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Bricklayers	20%
Carpenters	25%
Cement Masons	15%
Electricians	15%
Ornamental Iron Workers	15%
Operating Engineers	20%
Painters	20%
Plumbers	25%
Roofers	15%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

III. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Scott F. Poremba, being first duly sworn, deposes and says that:

(1) He/~~She~~ is President
(Owner, Partner, Officer, Representative or Agent) of FHP Tectonics Corp.
the Bidder that has submitted the attached Bid;

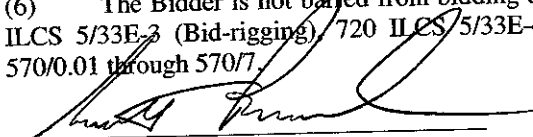
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

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



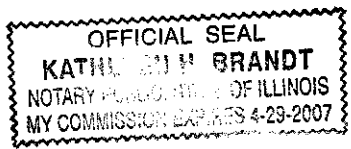
(Signed) Scott F. Poremba, President

(Title)
Subscribed and sworn to before me this 1st day of November 2005



Notary Public

(Title)
My Commission expires: April 29, 2007



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

SCHEDULE B - Joint Venture Affidavit N/A
(1 of 3)

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

1. Name of joint venture _____
2. Address of joint venture _____

3. Phone number of joint venture _____
4. Identify the firms that comprise the joint venture

- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%
8. Specify as to:
 - A. Profit and loss sharing _____%
 - B. Capital contributions, including equipment _____%
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

 - D. Describe any loan agreements between joint venturers, and identify the terms thereof.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

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. 1336

Gale Community Center

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. 1336
Gale Community Center

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: Gale Community Center

Project Number: 1336

FROM:

GARTH MASONRY CORP.
(Name of MBE or WBE)

MBE WBE

TO:

FHP Tectonics Corp.
(Name of General Bidder) and Public Building Commission of Chicago

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated JULY 1, 2005. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

FURNISH & INSTALL MASONRY

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

\$810,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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:

GARTH MASONRY CORP., MBE, IS JOINT VENTURING THE MASONRY WORK WITH
LARMCO COMPANY, INC., NON-MBE

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:

GARTH MASONRY CORP.

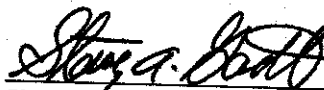
Name of MBE/WBE Firm (Print)

NOVEMBER 2, 2005

Date

(708) 757-5455

Phone



Signature

STEVEN A. GARTH, PRESIDENT

Name (Print)

IF APPLICABLE:

By:

LARMCO COMPANY, INC.

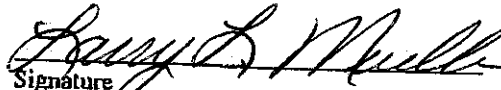
Joint Venture Partner (Print)

NOVEMBER 2, 2005

Date

(708) 758-6885

Phone



Signature

LARRY L. MUELLER, PRESIDENT

Name (Print)

MBE WBE Non-MBE/WBE

COPY



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mary A. Dempsey
Interim Chief Procurement Officer

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

<http://www.cityofchicago.org>

July 1, 2005

Steven A. Garth, President
Garth Masonary Corporation
2741 East 223rd Street
Chicago Heights, Illinois 60411

Dear Mr. Garth:

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 December 1, 2005.

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 firms' participation on contracts will be credited only toward MBE goals in the following specialty areas(s):

General contractor; Masonary and Concrete, Precast and Flexi core Installation Services

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

Sincerely,

Lon Lypson
Deputy Procurement Officer

rg



PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE C
LETTER OF INTENT FROM MBE/WBE
TO PERFORM AS
SUBCONTRACTOR, SUPPLIER AND/OR MATERIAL SUPPLIER (1 OF 2)

Name of Project: Gale Community Academy
Contract Number: _____
Project Number: 1336

FROM:
QU-BAR, Inc. MBE X WBE _____
Name of MBE/WBE Firm

TO: FHP Tectonics Corp. and Public Building Commission of Chicago
(Name of Prime or General Contractor)

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

_____ a Sole Proprietor
_____ a Partnership
_____ X a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated May 2, 2005. 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/Contract:

PROVIDE COMPLETE HVAC SYSTEM PER OUR PROPOSAL # 3081 DATED
NOVEMBER 07, 2005.

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

\$640,000.-

PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE C
LETTER OF INTENT FROM MBE/WBE
TO PERFORM AS
SUBCONTRACTOR, SUPPLIER AND/OR MATERIAL SUPPLIER (2 OF 2)

Partial Payments

For any of the above items which 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-CONTRACTING LEVELS

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

0 % of the dollar value of the MBE/WBE's a subcontractor 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 in to a formal agreement for the above work with you as a Contractor, condition upon your execution of a contract with the Public Building Commission of Chicago and will do so within five (5) working days of your receipt of a notice of Contract award from the Commission.

OU-BAR, Inc.
(Name of MBE/WBE Firm (Print))

November 07, 2005
Date

708-339-8360
Phone

Phone

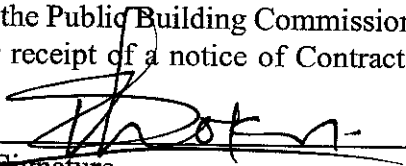
IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone



Signature

Vijay Choksi
Name (Print)

Signature

Name (Print)

MBE WBE Non-MBE/WBE



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mary A. Dempsey
Interim 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>

May 02, 2005

Niranjan S. Choksi, President
Qu-Bar, Inc.
4149 West 166th Street
Oak Forest, Illinois 60452-4626

Dear Mr. Choksi:

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 December 1, 2005.**

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** in the following specialty area(s):

Electrical and Mechanical Contractor

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

Sincerely,

Monica Cardenas
Deputy Procurement Officer

mck





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>

Niranjan S. Choksi, President
Qu-Bar, Inc.
4149 West 166th Street
Oak Forest, Illinois 60452-4626

Re: **4th ANNIVERSARY CERTIFICATION**
Certification Effective:
Certification Expires:
Annual Affidavit Certificate Expires:

July 27, 2004
July 1, 2006
July 1, 2005

Dear Mr. Choksi:

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

Electrical and Mechanical Contractor

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

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

Very truly yours,

Michael J. McMurray
Managing Deputy Procurement Officer

MJM/dls



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1336
Gale Community Center

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: Gale Community Center

Project Number: 1336

FROM:

MIDWEST REM
(Name of MBE or WBE)

MBE WBE

TO:

FH PASCHEN/SNNIELSEN
(Name of General Bidder)

and Public Building Commission of Chicago

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

a Sole Proprietor

a Partnership

a Corporation

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 08/23/05. 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.

EXCAVATION SERVICES

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

\$185,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

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:

MIDWEST REM
Name of MBE/WBE Firm (Print)
11/04/2005
Date
(708) 345-3085
Phone

[Signature]
Signature
ALBERTO RAMIREZ
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

Mary A. Dempsey
Interim Chief Procurement Officer

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

<http://www.cityofchicago.org>

August 23, 2005

Oscar Baeza, Controller
Midwest REM Enterprises, Inc.
2601 W. Lemoyne
Melrose Park, Illinois 60160

Dear Mr. Baeza:

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 **December 15, 2005.**

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 firms' participation on contracts will be credited only toward MBE goals in the following specialty areas(s):

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

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

Sincerely,

Lori Lypson
Deputy Procurement Officer

rg



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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: Gale Community Center

Project Number: 1336

FROM:

JAYMOR ELECTRIC, INC. MBE _____ WBE X
(Name of MBE or WBE)

TO:

FHP Tectonics Corp. and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

X a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6-13-05. 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 LABOR & MATERIALS

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

\$240,000.-

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

**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:

JAYMOR ELECTRIC

Signature

MAUREEN F. JUNG

Name of MBE/WBE Firm (Print)

Name (Print)

Date 10-25-05
847-245-4700

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mary A. Dempsey
Interim 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>

June 13, 2005

Maureen F. Jung, President
Jaymor Electric, Inc.
500 Park Ave., Suite 204
Lake Villa, IL 60046

Dear Ms. Jung:

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/WBE certification until December 1, 2005.

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/WBE in the following specialty area(s):

Industrial, Commercial and Residential Electric Contractor

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

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/ymj



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1336
Gale Community Center

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: Gale Community Center

Project Number: 1336

FROM:

Garth Building Products & Services MBE XXXX WBE XXXX
(Name of MBE or WBE)

TO:

FHP Tacticals Corp. and Public Building Commission of Chicago
(Name of General Bidder)

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

- a Sole Proprietor
- a Partnership
- XXXXXXX a Corporation
- a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 1, 2005. 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.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$125,000.-

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1336
Gale Community Center

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:

Garth Building Products & Services

Name of MBE/WBE Firm (Print)

11/02/05

Date
708-757-6733

Phone

Signature

Carol Garth

Carol Garth

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

Mary A. Dempsey
Interim Chief Procurement Officer

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

July 1, 2005

Carol Garth, President
Garth Building Products & Services Corp
2741 East 223rd Street
Chicago Heights, Illinois 60411

Dear Ms. Garth:

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/WBE certification until December 1, 2005.

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 firms' participation on contracts will be credited only toward MBE/WBE goals in the following specialty areas(s):

Distributor of Construction Materials; Weather Proofing Services and Roof Contractor

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

Sincerely,

Lori Lypson
Deputy Procurement Officer

rg





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Eric J. Grigg
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>

Carol Garth, President
Garth Building Products & Services Corp.
2741 East 223rd Street
Chicago Heights, Illinois 60411

Re: **3rd ANNIVERSARY CERTIFICATION**
Certification Effective:
Certification Expires
ANNUAL Affidavit Certificate Expires:

July 21, 2004
July 1, 2007
July 1, 2005

Dear Ms. Garth:

Congratulations on your continued eligibility for certification as an MBENWBE by the City of Chicago. Re-validation of Garth Building Products & Services Corp.'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:

**Distributor of Construction Materials;
Weather Proofing Services and Roof Contractor**

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

DBE Most. (Page)
Revised 8/25/04



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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

Name of Project: Gale Community Center

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

President, Scott F. Poremba

Title
and duly authorized representative of

FHP Tectonics Corp.

Name of General Contractor
whose address is

O'Hare Plaza, 8725 W. Higgins, Suite 200

in the City of Chicago, 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
Lamco / Garth Masonry	Masonry	\$ 485,000	\$
Qu-Bar	HVAC	\$ 640,000	\$
Midwest REM	Earthwork	\$ 185,000	\$
Jaymor Electric	Electrical	\$	\$ 240,000
Garth Building Products	Roof Supplies	\$ 125,000	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 1,435,000	\$ 240,000
Percent of Total Base Bid		24 %	4 %

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. 1336

Gale Community Center

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

FHP Tectonics Corp.

Name of Contractor (Print)

November 1, 2005

Date

(773) 444-3474

Phone

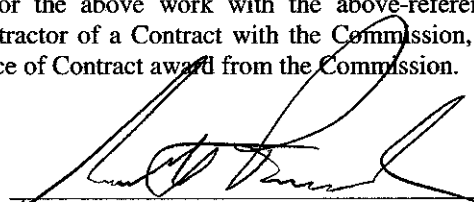
IF APPLICABLE: N/A

By:

Joint Venture Partner (Print)

Date

Phone/FAX



Signature

Scott F. Poremba, President

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

SCHEDULE E - Request for Waiver from MBE/WBE Participation N/A

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. 1336

Gale Community Center

SEE ATTACHED AFFIDAVIT

Affidavit of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project						
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						

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. 1336

Gale Community Center

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
TOTALS						

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	6	
PROJECT	Terminal 1&2 Rehab	New Public Work Fac	S. Campus Infrastr.	Helge Haugan	SW Service Expan	Road & Bridge Wide	Use additional forms as needed
Contract With	CDOA	Vill. of Plainfield	U of I Chicago	PBC	METRA	Illinois Tollway	
Estimated Completion Date	September 20, 2007	November 1, 2004	October 15, 2003	April 29, 2005	December 22, 2005	November 4, 2005	
Total Contract Price	\$75,900,000	\$7,576,578	\$5,602,206	\$16,556,845	\$22,797,000	\$22,288,036	
Uncompleted Dollar Value	\$75,900,000	\$50,464	\$1,008,905	\$69,801	\$581,221	\$1,682,000	
							SUB-TOTAL
							\$79,292,391

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

								SUB-TOTALS
Excavating & Grading								\$0
PCC Base, C&G Paving								\$0
Bituminous Concrete Paving								\$0
Stabilized Base (BAM,CAM,PAM)								\$0
Aggregate Base and Fill								\$0
Foundation (Caisson & Pile)								\$0
Highway Structures							\$578,500	\$578,500
Sewer & Drain Structures								\$0
Painting								\$0
Pavement Marking								\$0
Signing								\$0
Landscaping								\$0
Demolition								\$0
Fencing								\$0
Others (List Demo)							\$110,000	\$110,000
								\$0
								\$0
								\$0
								\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	1	2	3	4	5	6	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete							\$0
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction	\$22,400,000	\$33,400	\$55,000	\$2,000	\$55,000		\$22,545,400
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$22,400,000	\$33,400	\$55,000	\$2,000	\$55,000	\$688,500	\$23,233,900

REMARKS:

Part III. Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	1	2	3	4	5	6	TOTALS
Subcontractor	Garth Masonry	Naperville Exc.	Prinnar Corporation	Underlund	Cabo Const.	Gillen Const.	
Type of Work	Masonry, Concrete	Excavation	Excavation	Glass & Glazing	Sewer & Demo	Caissons	
Subcontract Price	\$3,000,000	\$252,123	\$623,612	\$575,065	\$4,499,318	\$1,972,318	
Amount Uncompleted	\$3,000,000	\$0	\$42,041	\$1,163	\$228,253	\$72,449	
Subcontractor	Midwest Wrecking	RA Bright & Son	Mauro Sewer	Bruckner	Steppo Constr.	Gateway Steel Erectio	
Type of Work	Demolition		Sewer	Plumbing	Steel	Reinforcing Erection	
Subcontract Price	\$320,000	\$868,956	\$394,406	\$1,001,655	\$1,382,679	\$695,600	
Amount Uncompleted	\$320,000	\$810	\$49,840	\$0	\$0	\$42,000	
Subcontractor	C.L. Bec	Dukane Precast	James Michael	Qu-Bar	Laredo Systems	Cabo Construction	
Type of Work	Carpentry	Precast	Landscaping	HVAC	Landscaping	Sewer	
Subcontract Price	\$552,000	\$556,481	\$578,094	\$2,169,740	\$337,779	\$561,440	
Amount Uncompleted	\$552,000	\$15,571	\$108,562	\$0	\$0	\$150,672	
Subcontractor	Cable Comm.	Metal Master	Reyes Group	Chakra	Sal Barba Asphalt	TJ Lambert Const.	
Type of Work	Electrical	Roofing	Paving	Carpentry	Paving	Excavation	
Subcontract Price	\$1,900,000	\$265,629	\$701,404	\$1,298,119	\$312,478	\$1,295,786	
Amount Uncompleted	\$1,900,000	\$0	\$9,760	\$0	\$39,154	\$0	
Subcontractor	Dynamic Wrecking	Cecchin	Architectural Sys	DeGraf	Mitchell Steel	Toltec Steel Service	
Type of Work	Excavation	Plumbing	Windows	Concrete	Erection of Reinforce	Steel	
Subcontract Price	\$450,000	\$426,813	\$413,832	\$1,142,099	\$198,684	\$750,710	
Amount Uncompleted	\$450,000	\$683	\$195,290	\$0	\$60	\$21,155	
Subcontractor	Jadco R&E	JB Contracting	City Lights	Mastership	Era Valdivia	Danny's	
Type of Work	Sprinklers	Electrical	Electrical	Masonry	Painting	Steel Erection	
Subcontract Price	\$950,000	\$905,101	\$960,585	\$3,113,331	\$155,532	\$1,416,838	
Amount Uncompleted	\$950,000	\$0	\$198,432	\$0	\$23,841	\$0	
Subcontractor	Era Valdivia	Lyon	Reese Recreation	Broadway	Aldar Roofing	Brandenburg	
Type of Work	Paint	Lockers	Site Furniture	Electrical	Roofing	Demolition	
Subcontract Price	\$350,000	\$30,339	\$62,723	\$2,005,661	\$151,350	\$1,453,773	
Amount Uncompleted	\$350,000	\$0	\$0	\$66,638	\$0	\$7,901	
Subcontractor	J.Zinane Sheet Metal	Tile Spec	Universal Fence	Metropolitan Fire	All Masonry, Inc.	Double D Construction	
Type of Work	Sheet Metal	Tile	Fence	Fire Protection	Masonry	Shear Studs	
Subcontract Price	\$96,000	\$31,005	\$47,871	\$210,000	\$496,608	\$68,248	
Amount Uncompleted	\$96,000	\$0	\$11,354	\$0	\$0	\$0	
Subcontractor	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	
Type of work							
Subcontract Price	\$45,882,000	\$6,118,000	\$300,000	\$9,248,000	\$6,995,000	\$4,775,777	
Amount Uncompleted	\$45,882,000	\$0	\$338,626	\$0	\$234,913	\$699,323	
Total Uncompleted	\$53,500,000	\$17,064	\$953,905	\$67,801	\$526,221	\$993,500	\$56,058,491

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	7	8	9	10	11	12	
PROJECT	West Campus Rec.	Tri-State Tollway	Plaza Deck Drainage	S. Clark St. Ramps	Daley Center Plaza	92nd St. Ramps	Use additional forms as needed
Contract With	Uofl@ Chicago	Illinois Tollway	Cook County	CDOT	MB Real Estate	CDOT	
Estimated Completion Date	April 1, 2005	October 31, 2006	November 2004	May 31, 2005	November 19, 2004	July 1, 2004	
Total Contract Price	\$4,803,946	\$69,252,641	\$5,408,424	\$22,138,591	\$2,623,000	\$9,339,602	
Uncompleted Dollar Value	\$27,284	\$53,360,370	\$1,523,970	\$441,006	\$10,000	\$15,000	
							SUB-TOTAL
							\$55,377,630.00

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

								SUB-TOTALS
Excavating & Grading		\$2,030,000.00						\$2,030,000
PCC Base, C&G Paving		\$1,290,000.00						\$1,290,000
Bituminous Concrete Paving								\$0
Stabilized Base (BAM,CAM,PAM)								\$0
Aggregate Base and Fill		\$1,325,000.00						\$1,325,000
Foundation (Caisson & Pile)								\$0
Highway Structures		\$4,355,250.00		\$15,000.00				\$4,370,250
Sewer & Drain Structures		\$390,000.00						\$390,000
Painting								\$0
Pavement Marking								\$0
Signing								\$0
Landscaping								\$0
Demolition		\$1,105,000.00						\$1,105,000
Fencing								\$0
Others (List)								\$0
								\$0
								\$0
								\$0
								\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	7	8	9	10	11	12	SUB-TOTALS
Struct. Steel (Bldg Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete		\$2,985,000					\$2,985,000.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$5,000	\$950,000	\$210,000				\$1,165,000.00
Other Construction-Misc.		\$1,150,000					\$1,150,000.00
Other Construction-Pumps							\$0.00
Owner's Facilities		\$235,000.00					\$235,000.00
							\$0.00
							\$0.00
Totals	\$5,000	\$15,815,250	\$210,000	\$15,000	\$0	\$0	\$16,045,250

REMARKS:

Part III. Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	7	8	9	10	11	12	SUB-TOTAL
Subcontractor	DeGraf	Midwest Fence	Break Thru	Cabo Construction	Acorn Fence	S&J Construction	
Type of Work	Concrete	Fence	Demolition	Sewer, Misc Concr	Fence	Steel & Pre-Cast	
Subcontract Price	\$218,899	\$642,008	\$412,531	\$5,532,073	\$8,500	\$216,033	
Amount Uncompleted	\$0	\$617,137	\$114,327	\$55,000	\$0	\$0	
Subcontractor	Ceisel	S&J Construction	Sherry K	Foster Electric	Break Thru	Benchmark Const	
Type of Work	Masonry	Steel Work	Concrete	Electrical	Demolition	Sewer & Water	
Subcontract Price	\$131,997	\$919,702	\$351,851	\$650,000	\$140,181	\$1,639,502	
Amount Uncompleted	\$0	\$763,001	\$109,439	\$0	\$0	\$0	
Subcontractor	Waukegan Steel	United Rentals	International Marble	Mega Steel	DeGraff	K-Five	
Type of Work	Steel	Traffic Control	Stone Work	Reinforcing Steel	Concrete	Asphalt	
Subcontract Price	\$1,072,838	\$884,746	\$2,131,345	\$2,771,844	\$53,484	\$217,713	
Amount Uncompleted	\$0	\$710,618	\$770,099	\$98,997	\$0	\$0	
Subcontractor	ESC, Inc	American Demolit	W.E.B.	Natural Creations	Chicago Arch Wind	City Lights	
Type of Work	Environmental	Demolition	Steel	Landscape	Glazing	Electrical	
Subcontract Price	\$162,410	\$491,350	\$148,602	\$131,473	\$96,696	\$255,691	
Amount Uncompleted	\$22,284	\$295,395	\$59,276	\$76,372	\$0	\$0	
Subcontractor	Nelson Fire	Laredo Systems	Kedmont	Cretex Concrete	Bridgeport Steel	Illiana	
Type of Work	Sprinkler System	Landscaping	Waterproofing	Precast	Steel	Fence	
Subcontract Price	\$188,467	\$622,339	\$404,032	\$314,480	\$679,066	\$38,918	
Amount Uncompleted	\$0	\$622,339	\$80,358	\$14,560	\$0	\$0	
Subcontractor	G&L & Assoc	Ricci/Welch, Inc.	Contract Flooring	Case	IWS	Franks	
Type of Work	Louvers	Sewer Work	Flooring	Sheeting	Waterproofing	Landscaping	
Subcontract Price	\$56,066	\$3,972,950	\$31,585	\$493,425	\$25,564	\$114,131	
Amount Uncompleted	\$0	\$2,640,491	\$3,150	\$24,654	\$0	\$0	
Subcontractor	Pinto	Edward Gillen	A Green Plus	K-5	Ability Rock Road	Case	
Type of Work	Drywall	Piling	Plumbing	Paving	Paving	Caissons	
Subcontract Price	\$260,701	\$1,711,000	\$80,655	\$927,587	\$2,283	\$398,899	
Amount Uncompleted	\$0	\$1,361,900	\$12,250	\$87,496	\$0	\$0	
Subcontractor	A-1	S&R Masonry	MG Electric	Nikolas	Pioneer	Gillen	
Type of Work	Roofing	Masonry	Electrical	Painting	Demolition	Plumbing	
Subcontract Price	\$92,181	\$390,000	\$410,582	\$130,047	\$4,225	\$994,929	
Amount Uncompleted	\$0	\$359,131	\$33,071	\$20,209	\$0	\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$3,106,000	\$43,384,641	\$4,544,000	\$3,560,193	\$1,673,000	\$2,691,858	
Amount Uncompleted	\$0	\$30,175,108	\$132,000	\$48,718	\$10,000	\$15,000	
Total Uncompleted	\$22,284	\$37,545,120	\$1,313,970	\$426,006	\$10,000	\$15,000	\$39,332,380.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	13	14	15	16	17	18	
PROJECT	Skyway E-3-001	Skyway E-3-002	Lindblom College	Wentworth I	3 Station-Brown L	5 Station-Brown L.	Use additional forms as needed
Contract With	CDOT	CDOT	CPS	CHA	CTA	CTA	
Estimated Completion Date	November 24, 2004	November 24, 2004	January 1, 2006	January 2006	June 2007	August 2007	
Total Contract Price	\$18,195,563	\$19,789,159	\$14,736,690	\$18,286,000	\$45,534,000	\$19,850,000	
Uncompleted Dollar Value	\$15,000	\$15,000	\$628,098	\$11,373,974	\$45,534,000	\$19,850,000	SUB-TOTAL
							\$77,416,072.00

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							SUB-TOTALS
Excavating & Grading							\$0
PCC Base, C&G Paving							\$0
Bituminous Concrete Paving							\$0
Stabilized Base (BAM,CAM,PAM)							\$0
Aggregate Base and Fill							\$0
Foundation (Caisson & Pile)							\$0
Highway Structures	\$15,000	\$15,000					\$30,000
Sewer & Drain Structures							\$0
Painting							\$0
Pavement Marking							\$0
Signing							\$0
Landscaping							\$0
Demolition							\$0
Fencing							\$0
Others (List)							\$0
							\$0
							\$0
							\$0
							\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	13	14	15	16	17	18	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete							\$0
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction			\$293,568	\$1,168,000	\$12,000,000	\$4,975,000	\$18,436,568
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$15,000	\$15,000	\$293,568	\$1,168,000	\$12,000,000	\$4,975,000	\$18,466,568

REMARKS:

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	13	14	15	16	17	18	SUB-TOTAL
Subcontractor	City Lights	City Lights	K. Bailey	Dynamic Wrecking			
Type of Work	Electrical	Electrical	Carpentry	Demolition			
Subcontract Price	\$182,622	\$1,146,757	\$4,107,788	\$103,000			
Amount Uncompleted	\$0	\$0	\$208,969	\$82,400			
Subcontractor	Cabo	Cabo	Hyde Park	F&B Construction			
Type of Work	Misc/Conc/Sewer	Misc/Conc/Exc	Environmental	Masonry			
Subcontract Price	\$2,320,494	\$2,394,483	\$334,634	\$1,128,000			
Amount Uncompleted	\$0	\$0	\$800	\$60,000			
Subcontractor	Eagle	Civil	Industrial Fence	CW Burns			
Type of Work	Painting	Sewer/Water Main	Fence	Plumbing			
Subcontract Price	\$125,000	\$338,141	\$66,624	\$1,400,000			
Amount Uncompleted	\$0	\$0	\$22,542	\$880,031			
Subcontractor	S&J Steel	S&J	Speedy Gonzales	Homeland			
Type of Work	Steel	Steel	Landscape	Windows			
Subcontract Price	\$5,268,696	\$6,344,526	\$83,700	\$1,115,000			
Amount Uncompleted	\$0	\$0	\$26,400	\$1,139,348			
Subcontractor	American Bridge	American Bridge	Metal Metrix	Associated Surface			
Type of Work	Steel	Steel	Misc. Metal	Cleaning			
Subcontract Price	\$1,026,416	\$821,542	\$109,361	\$362,000			
Amount Uncompleted	\$0	\$0	\$23,259	\$53,085			
Subcontractor	Forming Concepts	Forming Concepts	MW Powell	Northwoods			
Type of Work	Forms	Forms	Roof	Mechanical			
Subcontract Price	\$388,250	\$504,983	\$303,554	\$1,955,700			
Amount Uncompleted	\$0	\$0	\$0	\$1,048,450			
Subcontractor	Brandenburg	Brandenburg	Service Glass	E&C			
Type of Work	Demolition	Demolition	Glazing	Cleaning Service			
Subcontract Price	\$890,924	\$969,032	\$102,272	\$25,220			
Amount Uncompleted	\$0	\$0	\$4,060	\$22,580			
Subcontractor	DLZ Industrial	DLZ Industrial	RD Roman	Western Arch.			
Type of Work	Survey	Survey	Terrazzo	Misc. Metal			
Subcontract Price	\$54,229	\$82,972	\$1,149,782	\$612,000			
Amount Uncompleted	\$0	\$0	\$48,500	\$612,000			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$430,232	\$325,000	\$5,900,000	\$10,335,080	\$33,534,000	\$14,875,000	
Amount Uncompleted	\$0	\$0	\$0	\$6,308,080	\$33,534,000	\$14,875,000	
Total Uncompleted	\$0	\$0	\$334,530	\$10,205,974	\$33,534,000	\$14,875,000	\$58,949,504

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	19	20	21	22	23	24	Use additional forms as needed
PROJECT	Plant Upg. Hanover	State St. Platform	Egan Control Bldg.	West Pullman Library	New Simeon School	GRP-4-01083	
Contract With	MWRD of GC	CDOT	MWRD of GC	PBC	CPS	CHA	
Estimated Completion Date	September, 2003	July, 2004	December, 2003	Novemehr 15, 2004	April, 2004	October, 2003	
Total Contract Price	\$2,603,452	\$17,622,748	\$1,251,480	\$4,219,517	\$39,591,607	\$23,022,000	SUB-TOTAL
Uncompleted Dollar Value	\$112,000	\$306,135	\$2,000	\$42,056	\$5,000	\$853,000	\$1,320,191.00

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							SUB-TOTALS
Excavating & Grading							\$0
PCC Base, C&G Paving							\$0
Bituminous Concrete Paving							\$0
Stabilized Base (BAM,CAM,PAM)							\$0
Aggregate Base and Fill							\$0
Foundation (Caisson & Pile)							\$0
Highway Structures							\$0
Sewer & Drain Structures							\$0
Painting							\$0
Pavement Marking							\$0
Signing							\$0
Landscaping							\$0
Demolition							\$0
Fencing							\$0
Others (List)							\$0
							\$0
							\$0
							\$0
							\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	19	20	21	22	23	24	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete							\$0
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction		\$10,000		\$5,000			\$15,000
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$0	\$10,000	\$0	\$5,000	\$0	\$0	\$15,000

REMARKS:

Part III. Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	19	20	21	22	23	24	SUB-TOTAL
Subcontractor	Hanrahan	Gonzales Const.	MCJ	Broadway/Pagoda	DeGraf	Auburn	
Type of Work	Excavation	Structural	Demolition	Electrical	Concrete	Window	
Subcontract Price	\$120,540	\$1,814,804	\$38,160	\$439,134	\$2,493,386	\$976,459	
Amount Uncompleted	\$0	\$0	\$0	\$3,128	\$0	\$0	
Subcontractor	Arrow Conc	Zielke Masonry	Daker	F&B Construction	ALL	Burns	
Type of Work	Concrete	Masonry	Equipment	Masonry	Masonry	Plumbing	
Subcontract Price	\$268,807	\$747,506	\$79,194	\$460,000	\$7,067,627	\$1,117,834	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$0	
Subcontractor	MPZ Masonry	International Marb	MPZ	Cabo	Accurate	Ortiz Mechanical	
Type of Work	Masonry	Stone	Masonry	Sewer Work	Window Guards	Mechanical	
Subcontract Price	\$55,500	\$700,469	\$23,350	\$296,000	\$110,000	\$1,061,663	
Amount Uncompleted	\$0	\$0	\$0	\$6,527	\$0	\$0	
Subcontractor	K & K Iron	Meccor Ind.	Wilkin	Bridgeport Steel	James Anderson	F&B Masonry	
Type of Work	Miscellaneous Met	Misc. Metal	Spray Fire Proof.	Structural Steel	HVAC	Masonry	
Subcontract Price	\$84,094	\$744,808	\$6,918	\$176,700	\$3,291,722	\$1,491,237	
Amount Uncompleted	\$0	\$33,073	\$0	\$0	\$0	\$0	
Subcontractor	Adler Roofing	Divane Bros.	Guerra	Jade Caprenty	Bruckner & Son	JIN	
Type of Work	Roofing	Electrical	Carpentry	Carpentry	Plumbing	Electrical	
Subcontract Price	\$154,275	\$7,866,070	\$153,253	\$267,385	\$1,644,081	\$1,980,115	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$0	
Subcontractor	Pinto	ERA Valdiva	Schindler	DeGraf	Chicago Arch.	Ojeda	
Type of Work	Drywall	Painting	Elevator	Concrete	Window	Drywall	
Subcontract Price	\$245,700	\$266,743	\$45,000	\$206,050	\$1,657,127	\$365,900	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$0	
Subcontractor	Ortiz	Ortiz	Synergy Mech.	All American	M G Electric	ERA	
Type of Work	Mechanical	Mechanical	Mechanical	Roof	Electrical	Painting	
Subcontract Price	\$266,746	\$136,128	\$244,291	\$182,200	\$5,484,857	\$955,652	
Amount Uncompleted	\$8,702	\$0	\$0	\$0	\$0	\$1,339	
Subcontractor	M G Electric	Alexander Gammie	Cable Comm	CAD	Hopkins	Bilt Rite	
Type of Work	Electrical	Plumbing	Electrical	Glazing	Site Utility	Flooring	
Subcontract Price	\$502,514	\$136,972	\$224,724	\$122,000	\$761,973	\$645,661	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	
Subcontract Price	\$310,368	\$1,436,350	\$328,000	\$1,915,000	\$16,953,500	\$7,553,402	\$28,496,620.00
Amount Uncompleted	\$103,298	\$263,062	\$2,000	\$27,401	\$5,000	\$851,661	\$1,252,422.00
Total Uncompleted	\$112,000	\$296,135	\$2,000	\$37,056	\$5,000	\$853,000	\$1,305,191.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	25	26	27	28	29	30	Use additional forms as needed
PROJECT	District 10 Police	Millenium Park Bldg	Clark & Irving	Midway Airport Pkg	Relocation-Utilities	Baptist Church	
Contract With	PBC	CDOT	CHA	CDOA	MWRDofGC	2nd Baptist Church	
Estimated Completion Date	December 15, 2004	July 1, 2004	August 15, 2003	October 30, 2005	March 1, 2004	December 23, 2005	
Total Contract Price	\$14,805,266	\$3,047,250	\$17,022,229	\$68,750,853	\$3,261,066	\$3,570,000	
Uncompleted Dollar Value (Prime)	\$19,350	\$5,000	\$557,973	\$13,757,985	\$35,917	\$3,127,747	SUB-TOTAL
Uncompleted Dollar Value (Sub)							\$17,503,972.00

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

								SUB-TOTALS
Excavating & Grading								\$0
PCC Base, C&G Paving								\$0
Bituminous Concrete Paving								\$0
Stabilized Base (BAM,CAM,PAM)								\$0
Aggregate Base and Fill								\$0
Foundation (Caisson & Pile)								\$0
Highway Structures								\$0
Sewer & Drain Structures								\$0
Painting								\$0
Pavement Marking								\$0
Signing								\$0
Landscaping								\$0
Demolition								\$0
Fencing								\$0
Others (List)								\$0
								\$0
								\$0
								\$0
								\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	25	26	27	28	29	30	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete							\$0
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction	\$5,000	\$5,000	\$10,000	\$2,553,305		\$457,153	\$3,030,458
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$5,000	\$5,000	\$10,000	\$2,553,305	\$0	\$457,153	\$3,030,458

REMARKS:

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	25	26	27	28	29	30	SUB-TOTAL
Subcontractor	Universal Iron	Jaymor Electric	K. Bailey	Garco Enterprize	Reyes Group	Scurto	
Type of Work	Fence	Electrical	Hoisting	HVAC	Concrete Work	Concrete Work	
Subcontract Price	\$163,182	\$439,154	\$1,395,055	\$484,000	\$655,444	\$162,890	
Amount Uncompleted	\$0	\$0	\$0	\$278,750	\$0	\$162,890	
Subcontractor	K-Five	Jade Carpentry	RES	Mota Construction	Everst Excavation	Westside Mech	
Type of Work	Paving	Carpentry	Environmental	Carpentry	Excavation	HVAC	
Subcontract Price	\$153,363	\$149,000	\$477,897	\$783,069	\$224,745	\$187,250	
Amount Uncompleted	\$0	\$0	\$0	\$355,993	\$0	\$187,250	
Subcontractor	Bridgeport Steel	Vario Constr.	F&B Masonry	Dynamic Wrecking	Zielke	JW Peters	
Type of Work	Steel	HVAC	Masonry	Excavation	Masonry	Precast	
Subcontract Price	\$656,998	\$402,171	\$2,677,155	\$1,548,199	\$50,897	\$262,000	
Amount Uncompleted	\$1,386	\$0	\$0	\$0	\$0	\$262,000	
Subcontractor	Elli Contractor	Builders Arch.	ERA	Kone, Inc.	Gillen	A-1 Roofing	
Type of Work	Excavation	Windows	Painting	Elevator	Sheeting	Roofing	
Subcontract Price	\$1,446,695	\$373,735	\$631,801	\$982,849	\$34,700	\$133,870	
Amount Uncompleted	\$0	\$0	\$0	\$219,099	\$0	\$133,870	
Subcontractor	Garth/Larmco	Chicago Ceiling	Aquamist	Powel	Bigane	Shive Hattery	
Type of Work	Masonry	Ceiling	Plumbing	Roofing	Paving	Architect	
Subcontract Price	\$1,698,020	\$56,681	\$375,220	\$100,800	\$23,150	\$144,653	
Amount Uncompleted	\$0	\$0	\$0	\$9,600	\$0	\$23,231	
Subcontractor	Spray-Ins	Roman	Ace	Aldridge Electric	M&R Wrecking	Hildebrandt Paving	
Type of Work	Insulation	Terrazzo	HVAC	Electric	Demolition	Paving	
Subcontract Price	\$44,273	\$45,380	\$495,848	\$2,546,778	\$54,000	\$57,900	
Amount Uncompleted	\$0	\$0	\$0	\$1,093,500	\$0	\$35,900	
Subcontractor	Interior Steel	Elliott	Burns	Gurtz Electric	Mauro Sewer	Lake Shore Glass	
Type of Work	Steel	Concrete	Plumbing	Electric	Sewer	Glass	
Subcontract Price	\$128,616	\$207,490	\$27,317	\$4,972,000	\$263,929	\$73,629	
Amount Uncompleted	\$0	\$0	\$0	\$2,379,187	\$0	\$73,529	
Subcontractor	Anderson & Shah	Anagos	Sonak	Revcon	Gammie	Nelson Fire Prot.	
Type of Work	Roofing	Doors	Electrical	Caissons	Plumbing	Fire Protection	
Subcontract Price	\$175,550	\$17,680	\$957,886	\$1,775,000	\$113,931	\$37,700	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$37,700	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$4,734,000	\$525,000	\$4,294,251	\$41,452,000	\$1,255,000	\$2,893,847	\$55,154,098.00
Amount Uncompleted	\$12,964	\$0	\$547,973	\$6,868,551	\$35,917	\$1,754,224	\$9,219,629.00
Total Uncompleted	\$14,350	\$0	\$547,973	\$11,204,680	\$35,917	\$2,670,594	\$14,473,514.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631

Affidavit on Uncompleted Work

Complete this form by either

typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	31	32	33	34	35	36	Use additional forms as needed
PROJECT	Harrison Courts	Loomis Courts	Wentworth II	Ridgeland Bridge	Archer Ave.	Jackson VanBuren	
Contract With	CHA	CHA	CHA	Cook County Hwy	CDOT	CDOT	
Estimated Completion Date	May, 2006	April, 2006	May 2007	October 14, 2005	May 26, 2006	January 2007	
Total Contract Price	\$13,341,955	\$13,121,045	\$35,542,000	\$1,839,078	\$9,326,845	\$15,283,000	SUB-TOTAL
Uncompleted Dollar Value	\$13,341,955	\$13,121,045	\$35,542,000	\$1,839,078	\$9,326,845	\$15,283,000	\$88,453,923.00

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							SUB-TOTALS
Excavating & Grading				\$162,000	\$886,000		\$1,048,000
PCC Base, C&G Paving							\$0
Bituminous Concrete Paving							\$0
Stabilized Base (BAM,CAM,PAM)							\$0
Aggregate Base and Fill							\$0
Foundation (Caisson & Pile)							\$0
Highway Structures				\$362,000	\$1,862,490		\$2,224,490
Sewer & Drain Structures							\$0
Painting							\$0
Pavement Marking							\$0
Signing							\$0
Landscaping							\$0
Demolition					\$286,000		\$286,000
Fencing							\$0
Others (List)							\$0
							\$0
							\$0
							\$0
							\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	31	32	33	34	35	36	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete				\$395,486	\$1,642,000		\$2,037,486
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction	\$2,712,000	\$2,651,000	\$2,750,000			\$4,400,000	\$12,513,000
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$2,712,000	\$2,651,000	\$2,750,000	\$919,486	\$4,676,490	\$4,400,036	\$18,108,976

REMARKS:

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	31	32	33	34	35	36	SUB-TOTAL
Subcontractor				Certified	Highway Safety		
Type of Work				Painting	Traffic Control		
Subcontract Price				\$367,816	\$170,388		
Amount Uncompleted				\$367,816	\$170,388		
Subcontractor				Gallagher	Mega Steel		
Type of Work				Paving	Reinforcing		
Subcontract Price				\$29,472	\$250,280		
Amount Uncompleted				\$29,472	\$250,280		
Subcontractor				Traffic Service	Civil		
Type of Work				Traffic Control	Sewer		
Subcontract Price				\$14,398	\$611,953		
Amount Uncompleted				\$14,398	\$611,953		
Subcontractor				Home Town El	Acura		
Type of Work				Electric	Paving		
Subcontract Price				\$57,253	\$1,220,169		
Amount Uncompleted				\$57,253	\$1,220,169		
Subcontractor				Midwest Fence			
Type of Work				Fence			
Subcontract Price				\$235,124			
Amount Uncompleted				\$235,124			
Subcontractor				Gateway			
Type of Work				Rebar			
Subcontract Price				\$8,752			
Amount Uncompleted				\$8,752			
Subcontractor				S&J			
Type of Work				Steel Erection			
Subcontract Price				\$28,600			
Amount Uncompleted				\$28,600			
Subcontractor				Illinois Adhesive			
Type of Work				Waterproofing			
Subcontract Price				\$4,725			
Amount Uncompleted				\$4,725			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$10,629,955	\$10,470,045	\$32,792,000	\$106,268	\$2,397,565	\$10,883,000	\$67,278,833.00
Amount Uncompleted	\$10,629,955	\$10,470,045	\$32,792,000	\$106,268	\$2,397,565	\$10,883,000	\$67,278,833.00
Total Uncompleted	\$10,629,955	\$10,470,045	\$32,792,000	\$919,592	\$4,650,355	\$10,883,000	\$70,344,947.00

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.

See Last Page For Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	37	38	39	40			Use additional forms as needed	
PROJECT	Belmont/Fullerton	I-80/94 Fly O I394	South Water Purif.	River Rd Plaza 19				
Contract With	CTA	IDOT	CDOT	Illinois Tollway				
Estimated Completion Date	February 2010	September 15, 200	November 2006	June 2007				
Total Contract Price	\$94,288,000	\$9,778,282	\$4,263,000	\$23,750,161				
Uncompleted Dollar Value	\$94,288,000	\$9,778,282	\$4,263,000	\$23,750,161				
							SUB-TOTAL	
							\$132,079,443.00	

Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							SUB-TOTALS
Excavating & Grading		\$842,590		\$750,000			\$1,592,590
PCC Base, C&G Paving							\$0
Bituminous Concrete Paving							\$0
Stabilized Base (BAM,CAM,PAM)							\$0
Aggregate Base and Fill				\$1,000,000			\$1,000,000
Foundation (Caisson & Pile)							\$0
Highway Structures		\$2,562,972		\$1,500,000			\$4,062,972
Sewer & Drain Structures							\$0
Painting							\$0
Pavement Marking							\$0
Signing							\$0
Landscaping							\$0
Demolition			\$1,125,000	\$1,500,000			\$2,625,000
Fencing							\$0
Others (List)							\$0
							\$0
							\$0
							\$0
							\$0

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	37	38	39	40				SUB-TOTALS
Struct. Steel (Bldg. Const.)								\$0
Ornamental Steel (Bldg. Const.)								\$0
Struct. Concrete (Bldg. Const.)								\$0
Miscellaneous Concrete		\$1,507,787		\$1,500,000				\$3,007,787
Fireproofing								\$0
Masonry								\$0
H.V.A.C.								\$0
Mechanical								\$0
Electrical								\$0
Plumbing								\$0
Roofing & Sheet Metal								\$0
Flooring & Tile Work								\$0
Drywall and Plaster Work								\$0
Ceiling Const.								\$0
Hollow Metal and Hardware								\$0
Glazing and Caulking								\$0
Miscellaneous Arch. Work								\$0
Others (list) (Fabrication)								\$0
Building Construction	\$30,000,000			\$1,250,000				\$31,250,000
Other Construction-Misc.				\$848,000				\$848,000
Other Construction-Pumps								\$0
Owner's Facilities								\$0
								\$0
								\$0
Totals	\$30,000,037	\$4,913,387	\$1,125,039	\$8,348,040	\$0	\$0		\$44,386,349

REMARKS:

Part III. Work Subcontracted to Others.

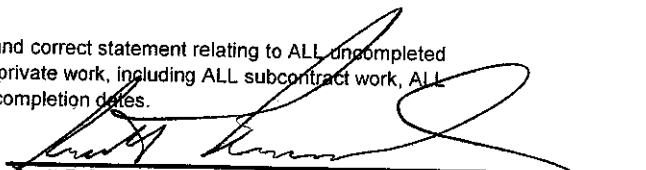
List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

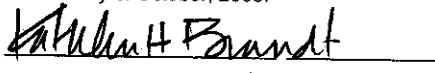
If no work is subcontracted to others, show NONE.

	37	38	39	40				SUB-TOTAL
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								
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	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &		
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs		
Subcontract Price	\$64,288,000	\$4,864,933	\$3,138,000	\$15,402,161				\$87,693,094.00
Amount Uncompleted	\$64,288,000	\$4,864,933	\$3,138,000	\$15,402,161				\$87,693,094.00
Total Uncompleted	\$64,288,000	\$4,864,933	\$3,138,000	\$15,402,161				\$87,693,094.00

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.

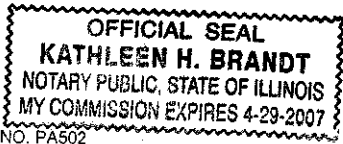

 Scott F. Poremba, President

Subscribed and sworn to before me
 this 5th day of October, 2005.


 Kathleen H. Brandt

My Commission Expires: 4-29-07

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)
 8725 West Higgins Rd., Suite 200
 Chicago, IL 60631



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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. 1336

Gale Community Center

Affidavit of Uncompleted Work (continued)

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

[Signature]
Signature

November 1, 2005
Date

Scott F. Poremba
Name (Type or Print)

President
Title

FHP Tectonics Corp.

Bidder Name
8725 W. Higgins, Suite 200

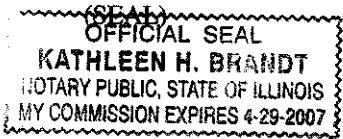
Address
Chicago, IL 60631

City State Zip

Subscribed and sworn to before me
this 1st day of November, 2005

[Signature]
Notary Public

Commission expires: April 29, 2007



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

Affidavit Of Local Business

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Scott F. Poremba, being first duly sworn, deposes and says that:

1. He/She is President
(Owner, Partner, Officer)
of FHP Tectonics Corp.

(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:

- 3303 W. Commercial Blvd., Suite 190, Ft. Lauderdale, FL 33309 - (954) 730-8503
- 12631 Imperial Hwy., Bldg F-106, Santa Fe Springs, CA 90670 - (562) 864-1950
- 4887 Ronson Ct., Suite A, San Diego, CA 92111 - (858) 627-4445

- 4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 327 (insert number) regular full-time people, 277 (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.

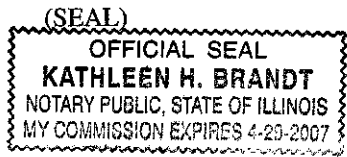
Scott F. Poremba Scott F. Poremba, President
(Signed) (Title)

Subscribed and sworn to before me this 1st day of November, 2005

Kathleen H Brandt
(Signature)

Notary Public
(Title)

My Commission expires: April 29, 2007



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

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 FHP Tectonics Corp.

Submitted By Scott F. Poremba

Title President

Permanent Main Office Address 8725 W. Higgins, Suite 200, Chicago, IL 60631

Local Address Same

Local Telephone No. and FAX No. (773) 444-3474 / (773) 693-0064

How many years operating as contractor for work of this nature? 29

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

FHP TECTONICS CORP.
Completed Projects
Similar Dollar/Scope

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
New Public Works Facility Plainfield, Illinois Job No. 2010	Village of Plainfield 835 W. 143 rd St. Plainfield, IL 60544 Randy Jessen 815-436-3577	DMJM Design 401 E. Illinois St. Chicago, IL 60611 Michal Shrader 312-373-7762	\$7,368,000	November, 2003 March, 2005
West Campus Recreation Center Chicago, Illinois Job No. 2012	University of Illinois – Chicago 1140 S. Paulina Chicago, IL 60612 Brad Appier 312-996-1051	Phillips Swager Associates 343 S. Dearborn St. Chicago, IL 60602 Richard Plotnick 312-566-9001	\$4,206,000	February, 2004 February, 2005
West Pullman Library Chicago, Illinois Job No. 2007	Public Building Commission 50 W. Washington, Suite 200 Chicago, IL 60602 David Lai 312-744-9268	Parkman & Weston Associates 53 W. Jackson St. Chicago, IL 60604 Larry Parkman 312-939-7870	\$4,237,000	September, 2003 November, 2004
10th District Police Station Chicago, Illinois Job No. 2001	Public Building Commission of Chicago 300 S. Wacker Dr., Suite 200 Chicago, IL 60606 Clarence Passons 312-922-6400	OWP & P 111 W. Washington Chicago, IL 60606 Rand Ekman 312-332-9600	\$13,194,000	February, 2003 October, 2004
Millennium Park Bicycle Station Chicago, Illinois Job No. 2907	Chicago Department of Transportation 30 N. LaSalle St. Chicago, IL 60602 Tom Powers 312-744-4828	Muller & Muller 700 N. Sangamon Chicago, IL 60622 David Steele 312-432-4180	\$2,894,000	March, 2004 July, 2004

FHP TECTONICS CORP.
Completed Projects
Similar Dollar/Scope

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Student Residential Apt. - Bldg. "A" University of IL @ Chicago Campus Chicago, IL Contract No. 698-700-99 Job No. 426	Trustees of the University of IL Office of the Vice Chancellor 1140 South Paulina Street Chicago, IL 60612-7217 James S. Gimpel, FAIA South Campus Development Team 1401 S. Halsted, Chicago 60607 312-850-8330	Solomon Cordwell Buenz & Associates, Inc. 625 N. Michigan Avenue Chicago, IL 60611 Ed Williams, Vice Pres. Peter Korovessis, Arch. 312-896-1111	\$21,852,000	October, 2001 June, 2003
New Ronald E. McNair Elem. School 4829 W. Walton Avenue Chicago, IL 60651 CPS Contract No. 328360 PBC Contract No. 1262, CPS-08 Job No. 415	Public Bldg. Comm. of Chicago for Chicago Public Schools 125 South Clark Street, 16 th Floor Chicago, IL 60603 Gary Jung 773-553-3216 Patricia Lombardo 312-744-2090	Parkman & Weston, Ltd. 53 W. Jackson Blvd., Ste. 1456 Chicago, IL 60604 Larry Parkman 312-939-7870 and Vistara Construction Services 728 W. Jackson, Suite 402 Chicago, IL 60661 Joe Maziere	\$13,604,000	March, 2002 May, 2003
Early Childhood / Administration Center 1500 McDaniel Evanston, IL 60201 Job No. 423	Evanston/Skokie School Dist. 65 Office of Facilities & Services 1314 Ridge Avenue Evanston, IL 60201 Mr. Larry Shanok, CFO Owner's Representative: Owner's Service Group, Inc. 325 W. Huron Ave., Suite 408 Chicago, IL 60610 Mr. Lee Johler - 630-916-7500	Cannon Design One North Franklin, Suite 725 Chicago, IL 60606 Mr. Brian Jack 312-346-2270	\$12,021,671	July, 2001 September, 2002

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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 FHP Tectonics Corp.
- (b) State and City in which incorporated Illinois, Chicago
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- (d) Name and address of registered agent in Illinois

Burke Burns & Pinelli, Ltd., Three First National Plaza, Ste. 3910, Chicago, IL 60602

- (e) Names and titles of officers authorized to sign contracts See Attached Corporate Resolution

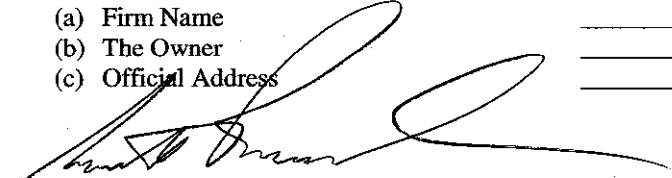
_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership: N/A

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

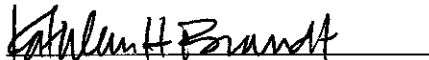
If submitted by an individual: N/A

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



Signature of Affiant - Scott F. Poremba, President

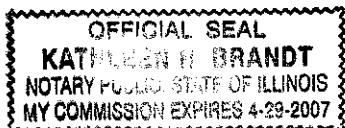
Subscribed and sworn to before me this 1st day of November 20 05



(SEAL)

Notary Public

My Commission expires: April 29, 2007



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Gale Community Center

Description of goods or services to be provided under Contract: 1336

2. Name of Contractor: FHP Tectonics Corp.

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

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

Retained Parties:

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

CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution adopted by the Board of Directors of said Corporation pursuant to a Consent, dated December 27, 2004, signed by all of said Directors:

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of FHP Tectonics Corp., contracts of all kinds, including but not limited to, construction proposals, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for execution of the construction of the various projects bid by of FHP Tectonics Corp."

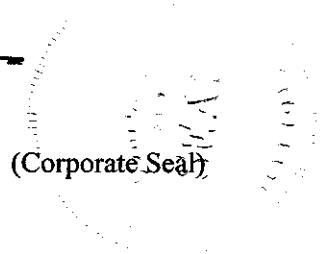
Frank H. Paschen	Chairman, Director, Chief Executive Officer, Treasurer
Scott F. Poremba	President, Chief Operating Officer
Timothy J. Pearson	Senior Vice President, Chief Financial Officer, Secretary
Joseph V. Scarpelli	Executive Vice President
W. Mark Barkowski	Vice President
James V. Blair	Vice President
Robert F. Zitek	Vice President
Carol Einfalt	Assistant Secretary
Kathleen H. Brandt	Assistant Secretary

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Corporate seal of said Corporation, this 3rd day of June, 2005.



Timothy J. Pearson
Secretary

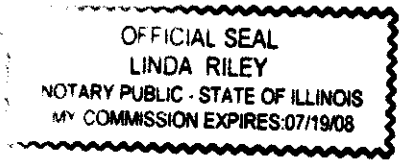


State of Illinois
County of Cook

Subscribed and sworn to before me this 3rd day of June, 2005.



Linda Riley
Notary Public



DISCLOSURE OF RETAINED PARTIES

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 as necessary. NOTE: You must include information about certified MBE/WBE's you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

NAME:	Material Service Co.
ADDRESS:	47 th & Plainfield McCook, Quarry, Ill.
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Vucan
ADDRESS:	P.O. Box 1227 Elk Grove, Illinois
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Cozzi Iron & Steel
ADDRESS:	Blue Island & Island
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Waste Management
ADDRESS:	138 th Bishop Ford Expressway Calumet City, IL 60409
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Congress Development
ADDRESS:	11700 31 st Street Westchester, IL 60153
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Myer Material
ADDRESS:	10501 N. Route 31 Algonquin, IL 60102
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Sexton
ADDRESS:	1815 S. Wolf Road Hillside, IL 60162-2195
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated
NAME:	Laraway RFD
ADDRESS:	21101 W. Laraway Road Elwood, IL. 60421
RELATIONSHIP:	Potential Dump Site
FEES:	\$ 5,000.00 Estimated

PUBLIC BUILDING COMMISSION OF CHICAGO

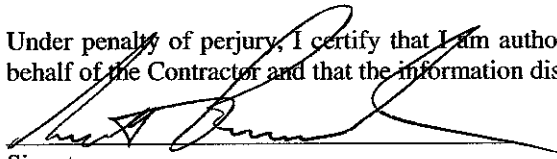
Contract No. 1336

Gale Community Center

Disclosure of Retained Parties (continued)

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

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



Signature

November 1, 2005

Date

Scott F. Foremba

Name (Type or Print)

President

Title

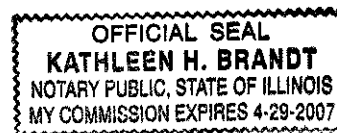
Subscribed and sworn to before me

this 1st day of November, 20 05 (SEAL)



Notary Public

Commission expires: April 29, 2007



ISSUED IN DUPLICATE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1336

PERFORMANCE AND PAYMENT BOND

Contract No. 1336

Bond No. 929387326/6384179

KNOW ALL MEN BY THESE PRESENTS, that we, FHP Tectonics Corporation,
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as Corporate Principal, and
Continental Casualty Company and
Safeco Insurance Company of America

a corporation organized and existing under the laws of the State of IL*, with offices in the State of
* IL**, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Five Million Nine Hundred Sixty Four Thousand
Dollars and No Cents (\$ 5,964,000.00) 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

Gale Community Center, General Construction
1620 W. Howard, 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

* Illinois and Washington

** Illinois and Washington

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1336

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 Five Million Nine Hundred Sixty Four Thousand Dollars and No Cents (\$ 5,964,000.00), 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. 1336

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this February 21, 2006, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

Business Address

City State

BY _____ (Seal)
Individual Principal

Individual Principal (Seal)

CORPORATE SEAL

ATTEST:

BY [Signature]
Timothy J. Pearson

Secretary
Title

FHP Tectonics Corporation
Corporate Principal
BY [Signature]
Scott F. Poremba

President
Title

O'Hare Plaza,
8725 W. Higgins, Suite 200
Chicago, IL 60631
Business Address

BY [Signature]
10 S. LaSalle Street
Chicago, IL 60603 312-621-4700
Business Address & Telephone

Continental Casualty Company and
Safeco Insurance Company of America
Corporate Surety
[Signature]
Adrienne C. Stevenson, Attorney-In-Fact
CORPORATE SEAL

FOR CLAIMS (Please Print):
Contact Name: Andrea Waring - CNA Surety
Business Address: 333 E. Butterfield Road, Lombard, IL 60148
Telephone: 630-719-3100 Fax: 630-719-3305

The rate of premium of this Bond is \$ Various per thousand. **
Total amount of premium charged is \$ \$34,779.00 **

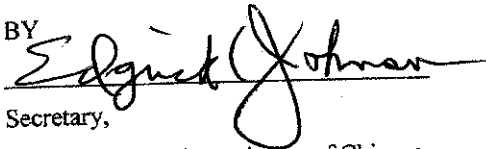
* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1336

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY



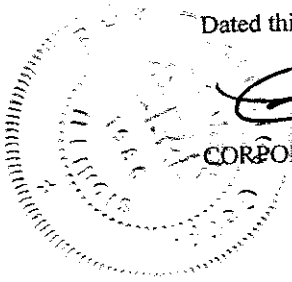
Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Timothy J. Pearson, certify that I am the _____ Secretary of the FHP Tectonics Corporation, corporation named as Principal in the foregoing performance and payment bond, that Scott F. Poremba 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 21st day of Feb, 2006.



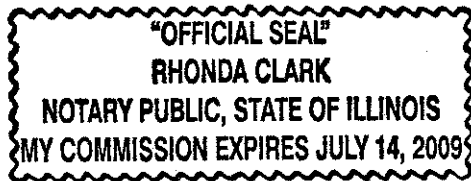

CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK

On this 21st day of February, 2006, before me personally came Adrienne C. Stevenson to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Continental Casualty Company and Safeco Insurance Company of America

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Rhonda Clark

NOTARY PUBLIC

My Commission Expires

July 14, 2009

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C Stevenson, Patricia M Stein, John K Johnson, Candace T Stevenson, Duane C Trombetta, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 24th day of January, 2006.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 24th day of January, 2006, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have herunto subscribed my name and affixed the seal of the said corporations this 21st day of February, 2006.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."



POWER OF ATTORNEY

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

No. 2161

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint *****ADRIENNE C. STEVENSON; PATRICIA M. STEIN; JOHN K. JOHNSON; SAMUEL L. WARE, JR.; CANDACE T. STEVENSON; WILLIAM T. KRUMM; Chicago, Illinois*****

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

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

this 26th day of August, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

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

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

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

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

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

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

this 21st day of February, 2006



CHRISTINE MEAD, SECRETARY

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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

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

E. Competency of Bidder

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

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

H. Bid Guarantee: Deposit and Time Period

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336
Gale Community Center

agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

I. Administrative Fee

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

J. Bidder's Execution of Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

2. Unit prices provided may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the Unit Prices.
3. Unit Prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision, and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours, and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage, or difficulties shall be made.

N. Affidavit of Non-Collusion

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

O. MBE and WBE Commitments

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

P. Affidavit of Uncompleted Work

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

Q. Bidder's Financial Statement

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

U. Disclosure of Retained Parties

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

V. Submission of Bid

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

W. Withdrawal Of Bids Before Bid Opening

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

X. Opening Of Bids

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

Y. Evaluation of Bids

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

after a two percent (2%) local business preference is applied to the Award Criteria of all Bidders that do not meet the conditions defined in Section 21.18 "Local Business Preference."

2. The Bidder to whom the award is made will be notified at the earliest possible date.
3. Upon award of Contract, the Commission will process the Contract for final execution.
4. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

AA. Performance and Payment Bond and Insurance

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

BB. Order of Precedence of Components of the Contract Documents

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1336

Gale Community Center

CC. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

Cook County Prevailing Wage for October 2005

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	3.640	5.520	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		30.000	31.000	1.5	2.0	2.0	6.090	8.450	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	5.570	3.000	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		23.750	24.600	1.5	1.5	2.0	3.880	2.000	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
TUCKPINTER	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)
 Pnsn (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 sare installed in a similar manner.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted);

Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with

attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; 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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
02/22/2006

PRODUCER
877-945-7378
Willis North America, Inc. - Regional Cert Center
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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
FHP Tectonics Corp.
8725 W. Higgins Road
Suite 200
Chicago, IL 60631

INSURERS AFFORDING COVERAGE	NAIC#
INSURERA: ACE American Insurance Company	22667-002
INSURERB: Illinois Union Insurance Company	27960-000
INSURERC: Westchester Fire Insurance Co. (THRU INT)	21121-000
INSURERD: RSUI Indemnity Company	22314-000
INSURERE:	

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	HDOG21723526	10/1/2005	10/1/2006	EACH OCCURRENCE \$ 1,000,000
B	X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HDOG21723599	10/1/2005	10/1/2006	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	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	ISAH0800674A	10/1/2005	10/1/2006	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: EAACC \$ AGG \$
C		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	G21986094001	10/1/2005	10/1/2006	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC44337186	10/1/2005	10/1/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Excess Liability Excess over \$25M Umbrella Policy Limits	NHA031744	9/19/2005	10/1/2006	Each Occurrence \$25,000,000 Aggregate \$25,000,000

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

Job #: Contract Number 1336; Job Desc.: General Construction Gale Community Center

Workers Compensation Coverage:
The Proprietor Partners, Executives are Included.

CERTIFICATE HOLDER

Public Building Commission
Richard J. Daley Center
50 West Washington Street
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

Theresa J. Chambers

PRODUCER Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378		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.
	INSURERS AFFORDING COVERAGE		
INSURED FHP Tectonics Corp. 8725 W. Higgins Road Suite 200 Chicago, IL 60631	INSURER A: ACE American Insurance Company		22667-002
	INSURER B: Illinois Union Insurance Company		27960-000
	INSURER C: Westchester Fire Insurance Co. (THRU INT)		21121-000
	INSURER D: RSUI Indemnity Company		22314-000
	INSURER E:		

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

Pollution Liability
 Policy Number: CEOG22086194002
 Carrier: Illinois Union Insurance Company
 Effective: 1/23/2006 Expiration: 1/23/2007
 Limits:
 \$5,000,000 - Each Occurrence
 \$5,000,000 - Aggregate

Type of Insurance: Professional Liability
 Policy Number: CEOG22086194002
 Issuing Carrier: Illinois Union Insurance Company
 Effective: 1/23/2006 Expiration: 1/23/2007
 Limits: \$2,000,000 - Each Occurrence
 \$2,000,000 - Aggregate

The Public Building Commission and the Chicago Park District are ADDITIONAL INSURED pertaining to the General Liability and Auto Liability policies with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for architects, engineers, consultants, etc., are EXCLUDED.

This insurance will be Primary and Non-Contributory insurance with respect to any other available insurance to the ADDITIONAL INSUREDS for the negligence of the Insured on the referenced project.

A Waiver of Subrogation in favor of the The Public Building Commission and the Chicago Park District is included on the General Liability, Auto Liability and Worker's Compensation policies.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF PROPERTY INSURANCE

OP ID DG
DATE (MM/DD/YY) **02/22/06**

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.

INCORPORATED
Lane, Suite 400
IL 60559

COMPANIES AFFORDING COVERAGE

COMPANY A	Travelers Indemnity Company
COMPANY B	
COMPANY C	
COMPANY D	

Ph: **630-468-5600** Fax: **630-468-5695**

**F. H. P. Tectonics Corp. dba
F. H. Paschen/S. N. Nielsen,
Inc.
8725 W. Higgins Rd, Suite 200
Chicago IL 60631**

COVERAGES
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER <input type="checkbox"/> CRIME TYPE OF POLICY <input type="checkbox"/> BOILER & MACHINERY	QT-660-1588C68-4	10/01/05	10/01/06	Equipment Deductible	\$ 395,000.00 \$ 2,500. \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> OTHER Builder's Risk	QT-660-1588C68-4	10/01/05	10/01/06	(See notepad) Ded:	5,000.

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

Acord 2/27/06

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

PUB1012

**Public Building Commission
50 W. Washington St.
Room 200
Chicago IL 60602**

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jan J. Moore

ACORD CORPORATION 1995

NOTEPAD:

HOLDER CODE PUB1012
INSURED'S NAME F. H. E. Tectonics Corp. dba

FHPASC1
OPID DG

PAGE 2
DATE 02/22/06

Re: Gale Community Center, Contract #1336
Loss Payee: Public building Commission, Value: 5,964,000.



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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook County

MARÍA N. SALDAÑA
President
Chicago Park District

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

MICHAEL W. SCOTT
President
Chicago Board of Education

JOHN H. STROGER, JR.
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

Executive Director
MONTEL M. GAYLES

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

February 14, 2006

Scott F. Poremba
FHP Tectonics Corporation
O'Hare Plaza
8725 W. Higgins, Suite 200
Chicago, IL 60631

RE: **Notice of Award**
Contract No.: 1336
Type of Work: General Construction
Project: Gale Community Center

Dear Mr. Poremba:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on February 14, 2006 the Commission awarded to your company Contract No. 1336 in the amount of \$5,964,000.00.

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: P.Lombardo
Trinal



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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook County

MARIÁ N. SALDAÑA
President
Chicago Park District

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

MICHAEL W. SCOTT
President
Chicago Board of Education

JOHN H. STROGER, JR.
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

Executive Director
MONTEL M. GAYLES

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

June 8, 2006

Scott F. Poremba
FHP Tectonics Corporation
O'Hare Plaza
8725 W. Higgins, Suite 200
Chicago, IL 60631

RE: **NOTICE TO PROCEED**

Project: Gale Community Center
Contract No.: 1336
Project No.: CPD-37
Type of Work: General Construction

Dear Mr. Poremba:

Pursuant to Contract No.1336, which was awarded to your firm on February 14, 2006 you is hereby notified that the commencement date for this project is **June 12, 2006**.

Pursuant to the Contract, all work must be completed within **360** consecutive calendar days of the commencement date. The substantial completion date is established as **June 7, 2007**.

Your attention is directed to Book 2, Section I. F regarding "Liquidated Damages" for failure to complete the work by the established contractual completion date.

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

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. David Lai will perform as the Commission's Portfolio Manager. Please submit the original copies of all correspondence pertaining to this work to:



Name: David Lai
Company: Public Building Commission of Chicago
Address: 50 W. Washington, Suite 200
Chicago, IL 60602

Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on June 12, 2006.

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

Sincerely,

Montel M. Gayles
Executive Director

MMG/dz

Cc: Jack Brankin
M. Gayles
Ellen Benodin
David Lai
Julia Sportolari
Nancy Jahnel
Trinal