

Contractor: All-Boy Construction Co
Address: 160455 S. Frontage Rd # 111
City/State/Zip: Burr Ridge IL 60527
Phone Number: 630 655-9557
Fax Number: 630 655-9597

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1444

**Goudy School Campus Park
5120 N. Winthrop Ave.
Site Work
CP6-02**

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.pbccchicago.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.

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Contract No. 1444

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DOCUMENT SUBMITTAL CHECKLIST

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

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

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 after bid opening.

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

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I. PROJECT INFORMATION

A. General Project Information

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

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

**Goudy School Campus Park
5120 N. Winthrop Ave.
Site Work
CP6-02**

2. **General Description of Scope of Work:**
 - a) As described in the specifications, the project consists of the following: Demolition, Earthwork, Plumbing (Sewer & Water), Irrigation, Electrical, Pavement, Playground, Fencing, Signage, Equipment, Furnishings, and Landscaping. The installation of a cul-de-sac at Winthrop Ave. by Foster Ave.
 - 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 must perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
3. **User Agency: Chicago Public Schools**
4. **Commission's Representative's Name, Address, and Phone Number: TBD**
5. **Architect's Name, Address, and Phone Number: Site Design Group, 888 S. Michigan Ave. Ste. 1000, Chicago, IL 60605, (312)427-7240**
6. **Commission's Project Manager: Jennifer Benzon**
7. **Ward: 48**
8. **City Funded?: Yes**
9. **Do Bidders need to be Pre-Qualified? Yes (see Part V.D. "Pre-Qualification of Bidders" for details):**
10. **Request for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org**
11. **Inspection of Site**

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In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection must be arranged through **Site Design Group**.

12. **Documents Available from:** **Best Photo, 20 E. Randolph, Chicago, Illinois 60601, 312-357-9050**
13. **Pre-Bid Meeting Date, Time, and Location:** **Friday, May 19, 2006 at 10AM** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
14. **Bid Opening Date and Time:** **Friday, May 26, 2006 at 10AM**
15. **Amount of Bid Deposit:** **\$15,000**
16. **Administrative Fee:** **\$5,000.00**
17. **Document Deposit:** **\$0**
18. **Cost for Additional Documents (per set):** **\$ At Contractor's expense**
19. **Award of Contract**

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

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

B. Time of Completion

The Work must be completed within **(120)** calendar days upon issuance of the Notice to Proceed. The work must be performed in two phases.

Phase I: Mobilization & Permit: 5 calendar days

Phase II: Construction: 85 calendar days (substantial completion)

Phase III: Final Acceptance: 30 calendar days

C. Time of Completion of Punch List Work

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

D. 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.

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

a) Workers Compensation and Employers Liability

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

b) Commercial General Liability (Primary and Umbrella)

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

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

c) Automobile Liability (Primary and Umbrella)

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

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

d) Contractors Pollution Liability

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

e) Professional Liability

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.

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Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

f) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. 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, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission and the Board of Education of the City of Chicago are to be named as additional insureds and loss payees

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

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

2. Additional Requirements

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

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

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

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

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

The 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 Board of Education do not contribute with insurance provided by the Contractor under the Contract.

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the 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 rights to modify, delete, alter or change these requirements.

G. Notices

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

1. If to the Commission, notices must be addressed to the attention of the **Jennifer Benzon** with copies to: **Site Design Group, 888 S. Michigan Ave. Ste. 1000, Chicago, IL 60605, (312)427-7240**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: the Contractor's Bonding Company

H. Prevailing Wage Rates

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

I. Community Hiring Incentives

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

J. Contractor's Project Manager

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

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K. Licensing

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

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1444 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) 5/16/06 (2) 5/17/06 (3) 5/18/06 (4) 5/24/06
(5) 5/26/06 (6) 5/30/06

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.

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

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

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

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

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

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

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NOTE 1: BIDDERS ARE RESPONSIBLE TO VERIFY QUANTITIES PER THE CONTRACT DOCUMENTS

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

BID BREAKDOWN

Type of Work	\$ AMOUNT
Remove-Fence (C. Link)	\$ 2,400
Sawcut -Pavement (Conc. / Asphalt)	\$ 2,000
Remove/Dispose-Pavement (Conc./Asphalt)	\$ 47,005
MISCELLANEOUS	\$
Clearing - Surface	\$ 5,000
Excavate & Haul (To authorized dump site)	\$ 57,570
Import/Spread fill (Clean Fill)	\$ 30,000
MISCELLANEOUS	\$
- Prem. - Special Dumping (Unit Price per 1 CY) (To authorized dump site)	\$ 90
MISCELLANEOUS	\$
Sewer-Tie-in / Manholes/ Catch Basins/ Mains/ Branches	\$ 37,650
Water Source-Tie-in/Backflow Preventor/ Mains/ Valve/ Hydrants (Lawn)	\$ 25,040
MISCELLANEOUS	\$
Quick Coupler System	\$ 6,000
MISCELLANEOUS	\$
Utility Relocation / Trenching / Backfill / Wire	\$ N/A
Electrical Source-Tie-in & Panel	\$ 21,230
Ornamental Light (w/ circuitry)	\$ 61,170
Irrigation system	\$ N/A
Compactor (Hook up)	\$ N/A
MISCELLANEOUS	\$ 2,600
Concrete Curb	\$ N/A see special construction

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Concrete-Sidewalk w/ Gravel Base	\$	39,076
Path Edging	\$	N/A
-Running Path (Surface)	\$	9,820
MISCELLANEOUS	\$	
PLAYGROUND		
Playground-Base	\$	
-See Saw	\$	2,965.90
-Motorcycle	\$	1,259.51
-Turtle	\$	938.98
-Play Equipment-Small - (2-5 Structures)	\$	29,242.80
-Play Equipment-Medium - (5-12 Structure)	\$	27,340.81
-Surface-Soft Deck	\$	39,901.25
MISCELLANEOUS	\$	
Park Area - (Ornamental)		
Park Area - (Ornamental)	\$	33,748
MISCELLANEOUS	\$	
Park Sign - (Campus /Bronze)		
Park Sign - (Campus /Bronze)	\$	2,400
- Dedication Plaque	\$	1,800
- Playground	\$	N/A
- No Parking Signs	\$	600
MISCELLANEOUS	\$	
Trash Compactor		
Trash Compactor	\$	N/A
MISCELLANEOUS	\$	
Bench		
Bench	\$	10,560
Trash Receptacle	\$	1,078
Picnic Table	\$	1,580
MISCELLANEOUS	\$	
Topsoil / Planting Mix		
Topsoil / Planting Mix	\$	9,500
Trees-Shade / Ornamental / Tree Protection	\$	6,750
Shrubs-Evergreen / Deciduous (Large)	\$	9,960
Groundcover-Plant / Mulch / Perennials	\$	5,727
-Sod	\$	16,000
MISCELLANEOUS	\$	7,563

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Parking Lot		N/A
MISCELLANEOUS		
Concrete Curb		5,728.00
Concrete Sidewalk w/Gravel Base		See concrete
Asphalt Pavement Roadway		35,164.00
GENERAL CONDITIONS		
FEE	\$	54,670.00
	\$	73,961.75
TOTAL BASE BID	\$	725,000

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):
(\$ 721,375)

SURETY: Please specify full name and address of legal title of Surety:

First National Insurance Company of America

2800 W Higgins Road Suite 1100

Hoffman Estates IL 60185

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ALTERNATES (if any):

Accepted by
the
Commission

<u>Accepted by the Commission</u>		<u>Alternate Description</u>	<u>Proposed Alternate Price</u>
<u>Yes</u>	<u>No</u>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #1 - Deduct, Running Path (Surface) <i>Price w/ sod</i>	\$ (<u>4,300.00</u>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #2 - Deduct, Play Equipment-Small- (2-5 Structure)	\$ (<u>27,485.00</u>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #3 - Deduct, Picnic Table	\$ (<u>1,580.00</u>)
<input type="checkbox"/>	<input type="checkbox"/>	Alternate #4 - Add, Artificial Turf in Lieu	\$ <u>136,000</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #5 - Deduct, 4 trees	\$ (<u>1,200.00</u>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #6 - Deduct, 2 benches	\$ (<u>1,956.00</u>)

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

(\$ _____) dollars

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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edgus Johnson
Secretary

Richard M Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

All-Bry Construction Co.
Contractor Name

16 W455 S. Frontage Rd # 111
Address Burr Ridge, IL 60527

If a Corporation:

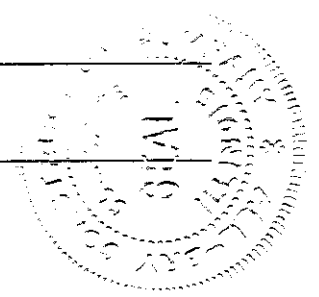
By Thomas W. Girouard

President
Title of Signatory

ATTEST:
By Thomas W. Girouard

Secretary
Title

CORPORATE SEAL



If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of DuPage State of Illinois
Subscribed and sworn to before me on this 3rd day of May, 2006.

[Signature]
Notary Public Signature
Commission Expires: 4-14-09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

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C. Corporate Resolution (if a Corporation)

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

All-Bay Construction Co.
a corporation duly organized and existing under the laws of the State of _____ 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 May 26, 2006, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated June 2, 2006 to the Public Building Commission of Chicago, for Contract No. 1444 of said Commission;

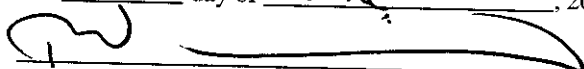
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

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: Thomas W Girouard
Vice President: N/A
Secretary: Thomas W Girouard
Treasurer: Thomas W Girouard
Assistant Secretary: N/A

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 2nd day of June, 2006


Secretary



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III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>725,000</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</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>0</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</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>0</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>3625</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</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during	<u>0</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

construction of the project. (Maximum figure 0.10)

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>3,625</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>721,375</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$		<u>721,375</u>

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

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

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

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

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

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

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

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

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

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

5. Reporting

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

TRADE PARTICIPATION

Demolition (Operator)
Excavation (Operator)
Concrete
Ironworker
Laborer

PERCENT OF MINORITY

15%
15%
35%
15%
50%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

B. Unit Prices

Unit prices provided below in accordance with the provisions of the detailed Specifications will be the basis for adjustments to the Contract Price in the event that the actual quantities are higher or lower. However, the Commission reserves the right to negotiate the unit prices with the lowest, responsive and responsible bidder. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Special Waste	\$ 92	1 cy
2.	Excavation (Spoil)	\$ 35	1 cy
3.	Stone CA-6	\$ 17	1 Ton
4.			
5.			
6.			
7.			
8.			
9.			
10.			

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Thomas W Girouard, being first duly sworn, deposes and says that:

(1) He/She is President (Owner, Partner, Officer, Representative or Agent) of All-Bry Construction Co. 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) [Signature]
President

(Title)
Subscribed and sworn to before me this 29 day of June 2006

[Signature]
(Title)
My Commission expires: 4-14-09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

SCHEDULE B - Joint Venture Affidavit

(1 of 3)

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

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

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

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

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

5. Nature of joint venture's business

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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. 1444

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. 1444

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: Gandy School Campus Park

Project Number: 1444

FROM:

Fine Line MBE _____ WBE _____
(Name of MBE or WBE)

TO:

All-Bry Construction 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 11/22/05. 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.

Fencing ; Asphalt Paving

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

\$ 33,750 \$ 18,200 Total \$ 51,950

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Fine Line Blacktop
Name of MBE/WBE Firm (Print)
6/1/06
Date
773 457-8186
Phone

[Signature]
Signature
Ronald J Finley
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

November 28, 2005

Ronald Finlay
Fine Line Blacktop, Inc
3250 S. Kolin Ave
Chicago, Illinois 60623

Dear Mr. Finlay:

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

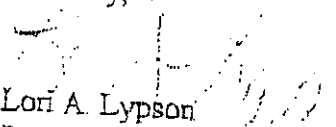
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

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

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

Sincerely,


Lori A. Lypson
Deputy Procurement Officer

rg



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1444

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: Goudy School Campus Park

Project Number: 1444

FROM:

Herrera Construction
(Name of MBE or WBE) MBE WBE

TO:

All-Bry Construction Co.
(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 1/23/06. 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.

Concrete and playground

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

\$142,730.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1444

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:

None

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:

Herrera Construction
Name of MBE/WBE Firm (Print)
June 1, 2006
Date
815 568-8075
Phone

Paul Herrera
Signature
Paul Herrera
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

<http://www.cityofchicago.org>

January 23 2006

Paul Herrera, Owner
Herrera Construction Company
24520 Harmony Road
Marengo, Illinois 60152

Dear Mr. Herrera:

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

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

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

Miscellaneous Concrete (Exclusive of Public Walkways)

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

rg

NEIGHBORHOODS



BUILDING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1447

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: Goudy School Campus Park

Project Number: 1444

FROM:

Reese Recreation Products
(Name of MBE or WBE)

MBE _____

WBE

TO:

All-Dry Construction Co. and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 10, 2006. 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.

Vitri-turf Rubber playground surfacing

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

\$ 39,901.05 or Thirty nine thousand
nine hundred one dollars and 25/100

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1444/

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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:

Reese Recreation Products Jerry Carter

Name of MBE/WBE Firm (Print)

Signature

May 30, 2006

Jerry Carter, V.P.
Name (Print)

847-398-2992

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

Barbara A. Lumpkin
Chief Procurement Officer

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

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

<http://www.cityofchicago.org>

January 10, 2006

Sally Reese
Reese Recreation Products, Inc
3327 North Ridge Avenue
Arlington Heights, IL 60004

Annual Certificate Expires: January 1, 2007
Vendor Number: 715740

Dear Ms. Reese:

We are pleased to inform you that **Company Name** has been certified as a MBE/WBE by the City of Chicago. This WBE certification is valid until **January 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2007**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago 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 action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Sale of Park and Recreation Products and Playground Equipment

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LALU



**RECYCLING
SYSTEMS, INC.**



Material Recovery Solutions For Clean and Green Construction Projects
3152 S. California Ave., Chicago, IL 60608
(Phone) 773-579-1200 (Fax) 773-579-1204

Saturday, May 27, 2006

Tom Girouard
ALL-BRY CONSTRUCTION CO.
16 W 455 FRONTAGE ROAD, SUITE 111
BURR RIDGE, IL 60527

RE: Goudy School Campus Park - 5120 N. Winthrop Ave., Chicago, IL

Dear Tom:

The Recycling Systems, Inc. Material Recovery and Transfer Facility located at 3152 S. California Ave., Chicago, IL will accept construction and demolition debris and excavated material generated from the above referenced project.

Our facility complies with all local zoning codes, State, Federal and local laws rules and regulations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cal King'. The signature is stylized with a large, sweeping initial 'C'.

Cal King
General Manager
Recycling Systems, Inc.



ALLIED WASTE TRANSPORTATION
2400 SOUTH LOOMIS STREET
CHICAGO, ILLINOIS 60608
Phone: 312-492-0014, Fax 312-226-5045

Divisions: Calumet Transfer
Loop Transfer 64th. St.
Shred-All Recycling

Liberty Waste Services
Mid-Town Transfer

Loop Transfer 22nd. St.
Planet Recovery Systems

All-Bry Construction Company
16W455 S. Frontage Road, Suite 111
Burr Ridge, IL 60527

RE: Goudy School Campus Park
5120 N. Winthrop Ave. Chicago, IL

Dear Sir:

Please accept this letter as our commitment to accept construction and demolition debris and excavated material for the above referenced project at our facilities located at Loop Laflin 2351 South Laflin Street Chicago, IL 60608, you may reach us at 312-226-1226.

Our site complies with all local zoning codes, State, Federal and local laws rules and regulations.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Lanenga', written over a printed name and title.

James Lanenga
General Manager



ALLIED WASTE TRANSPORTATION
2400 SOUTH LOOMIS STREET
CHICAGO, ILLINOIS 60608
Phone: 312-492-0014, Fax 312-226-5045

Divisions: Calumet Transfer
Loop Transfer 64th. St.
Shred-All Recycling

Liberty Waste Services
Mid-Town Transfer

Loop Transfer 22nd. St.
Planet Recovery Systems

All-Bry Construction Company
16W455 S. Frontage Road, Suite 111
Burr Ridge, IL 60527

RE: Goudy School Campus Park
5120 N. Winthrop Ave. Chicago, IL

Dear Sir:

Please accept this letter as our commitment to accept construction and demolition debris and excavated material for the above referenced project at our facilities located at Shred-all Recycling 1234 West 43rd Street Chicago, IL 60609, you may reach us at 773-523-5404.

Our site complies with all local zoning codes, State, Federal and local laws rules and regulations.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Lanenga', written over a large, stylized flourish.

James Lanenga
General Manager

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

Name of Project: Goudy School Campus Park

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

President
Title

and duly authorized representative of

All-Boy Construction Co
Name of General Contractor

whose address is

166455 S. Frontage Rd # 111

in the City of Burr Ridge, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Five Line</u>	<u>Fencing/Asphalt</u>	\$ <u>51,950</u>	\$
<u>Herrera</u>	<u>Concrete/Playground</u>	\$ <u>142,730</u>	\$
<u>Reese</u>	<u>Soft Surface</u>	\$	\$ <u>39,901⁸⁵</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ <u>194,680</u>	\$ <u>39,901⁸⁵</u>
Percent of Total Base Bid		<u>26.8</u> %	<u>5.5</u> %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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.

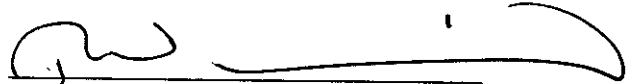
The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

All-Boy Construction Co
Name of Contractor (Print)

June 2, 2006
Date

630 655-9567
Phone



Thomas W Girardet
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

SCHEDULE E - Request for Waiver from MBE/WBE Participation

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. 1444

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	Sunny Hill	Leumdele	Turner	Spring Rock	Shepard Eisenhower		
Contract With	Streamwood Park District	Chicago Park District	Roselle Park District	Western Springs Park District	District 218		
Estimated Completion Date	8/06	6/06	8/06	8/06	9/06		
Total Contract Price	871,000	1,650,000	530,200	276,500	122,000		3,449,700
Uncompleted Dollar Value if Firm is the GC	452,000	300,000	318,000	276,500	122,000		1,468,500
Uncompleted Dollar Value if Firm is a Subcontractor	0	0	0	0	0		0
TOTAL VALUE OF ALL WORK						3,449,700	

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	0	0	0	0	0	0
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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	Schoeder	Fine Line	Tri County	Foundation Drill	Sandsmith
Type of Work	Asphalt	Excavation	Demo/Ex	Coissons	Masonry
Subcontract Price	116,678	798,000	50,095	16,600	100,000
Amount Uncompleted	116,878	158,000	26,795	16,600	100,000
Subcontractor	Herrera	Country Care	Herrera	Pollack	
Type of Work	Concrete	Landscaping	Concrete	Masonry	
Subcontract Price	107,000	89,000	40,000	11,000	
Amount Uncompleted	45,335	35,000	28,300	11,000	
Subcontractor	S&S	Tortorella	Maverick	Quality	
Type of Work	Fencing	Irrigation	Pool	Electric	
Subcontract Price	30,600	49,000	49,850	29,000	
Amount Uncompleted	22,379	49,000	49,850	29,000	
Subcontractor	Quality	Shorlen	TBD	LPS	
Type of Work	Electric	Electric	Landscape	Pavers	
Subcontract Price	75,900	89,000	17,756	13,100	
Amount Uncompleted	34,137	15,000	17,756	13,100	
Subcontractor	Country Care	Soft Surface	Schroeder	S&S	
Type of Work	Landscape	Play Surface	Asphalt	Carpentry	
Subcontract Price	75,000	70,000	27,670	35,000	
Amount Uncompleted	75,000	10,000	27,670	35,000	
Subcontractor			Quality	Herrera	
Type of Work			Electric	Concrete	
Subcontract Price			7,000	30,000	
Amount Uncompleted			7,000	30,000	
TOTAL Uncompleted	293,529	267,000	157,371	134,100	100,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

6/2/06
Date

Thomas W Girard
Name (Type or Print)

President
Title

All-Bry Construction Co
Bidder Name

166455 S. Frontage Rd # 111
Address
Burr Ridge IL 60527
City State Zip

Subscribed and sworn to before me
this 2nd day of June, 20 06

[Signature]
Notary Public (SEAL)

Commission expires: 4-14-09



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

being first duly sworn, deposes and says that:

1. He/She is

(Owner, Partner, Officer)
of

(the name of the Bidder that has submitted the attached Bid);

2. Bidder, or partner with at least 50% interest in joint venture Bidder, [] is [] is not
a "Local Business" as defined by the provisions of Section 21.18 of the Standard Terms and
Conditions (Book 1).

3. Bidder, or partner with at least 50% interest in joint venture Bidder, [] does [] does not
have business locations outside the corporate limits of the City of Chicago.

If other business locations exist, provide business addresses and phone numbers:

(Three blank lines for business addresses and phone numbers)

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

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

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20 _____

(Signature)

(SEAL)

(Title)

My Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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 _____

Submitted By _____

Title _____

Permanent Main Office Address _____

Local Address _____

Local Telephone No. and FAX No. _____

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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 _____
- (b) State and City in which incorporated _____
- (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

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

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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

Signature of Affiant

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public
My Commission expires:

(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1444

Disclosure of Retained Parties

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

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: _____

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

2. Name of Contractor: _____

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)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

Date

Name (Type or Print)

Title

Subscribed and sworn to before me
this _____ day of _____, 20____ (SEAL)

Notary Public

Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

IV. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

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

B. Interpretations Or Addenda

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

C. Inspection Of Site

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

D. Pre-Qualification Of Bidders

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

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

E. Competency of Bidder

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

F. Substitutions Prior To Bid Date

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

G. Preparation of Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

6. The Bid Documents shall include the following:
 - a) Contractor's Bid
 - b) Bid Guarantee
 - c) Administrative Fee
 - d) Basis of Award (Award Criteria)
 - e) Unit Prices
 - f) Affidavit of Non-collusion
 - g) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
 - i) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - j) Schedule E – Request for Waiver from MBE/WBE Participation
 - k) Affidavit of Uncompleted Work
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a) Financial Statement
 - b) Disclosure Affidavit
 - c) Affidavit of Local Business, including applicable documentation
 - d) Statement of Bidder's Qualifications
8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
9. The apparent 1st low and 2nd low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

H. Bid Guarantee: Deposit and Time Period

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1444

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

I. Administrative Fee

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

J. Bidder's Execution of Bid

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

K. Basis of Award (Award Criteria)

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

L. Alternates

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

M. Unit Prices

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

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

N. Affidavit of Non-Collusion

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

O. MBE and WBE Commitments

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

P. Affidavit of Uncompleted Work

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

Q. Bidder's Financial Statement

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

R. Disclosure Affidavit

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

S. Affidavit of Local Business

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

T. Statement of Bidder's Qualifications

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

U. Disclosure of Retained Parties

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

V. Submission of Bid

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

W. Withdrawal Of Bids Before Bid Opening

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

X. Opening Of Bids

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

Y. Evaluation of Bids

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

Z. Award Of Contract; Rejection Of Bids

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

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

AA. Performance and Payment Bond and Insurance

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

BB. Order of Precedence of Components of the Contract Documents

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

CC. Protests

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

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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.

EXHIBIT # 1

Cook County Prevailing Wage for April 2006

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		37.700	41.090	2.0	2.0	2.0	6.720	6.790	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		40.745	45.840	2.0	2.0	2.0	7.775	5.090	2.445	0.400
FENCE ERECTOR		ALL		25.840	27.090	1.5	1.5	2.0	7.250	7.080	0.000	0.200
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	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
PILEDRIVER		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
PIPEFITTER		BLD		36.100	38.100	1.5	1.5	2.0	7.910	6.100	0.000	0.800
PLASTERER		BLD		32.100	33.600	1.5	1.5	2.0	6.240	6.600	0.000	0.400
PLUMBER		BLD		38.400	40.400	1.5	1.5	2.0	7.170	3.940	0.000	0.790
ROOFER		BLD		32.800	34.800	1.5	1.5	2.0	5.930	3.140	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		24.640	25.490	1.5	1.5	2.0	3.980	2.050	0.000	0.000
SPRINKLER FITTER		BLD		36.000	38.000	1.5	1.5	2.0	8.000	5.600	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		27.950	0.000	1.5	1.5	2.0	6.150	5.560	0.000	0.220
TERRAZZO MASON		BLD		32.050	35.050	1.5	1.5	2.0	6.150	7.140	0.000	0.120
TILE MASON		BLD		33.000	37.000	2.0	1.5	2.0	5.400	6.400	0.000	0.180
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER		E ALL 1		28.700	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000

TRUCK DRIVER	E	ALL	2	28.950	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	3	29.150	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	4	29.350	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	W	ALL	1	28.700	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	2	28.850	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	3	29.050	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	4	29.250	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TUCKPOINTER	BLD			34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

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

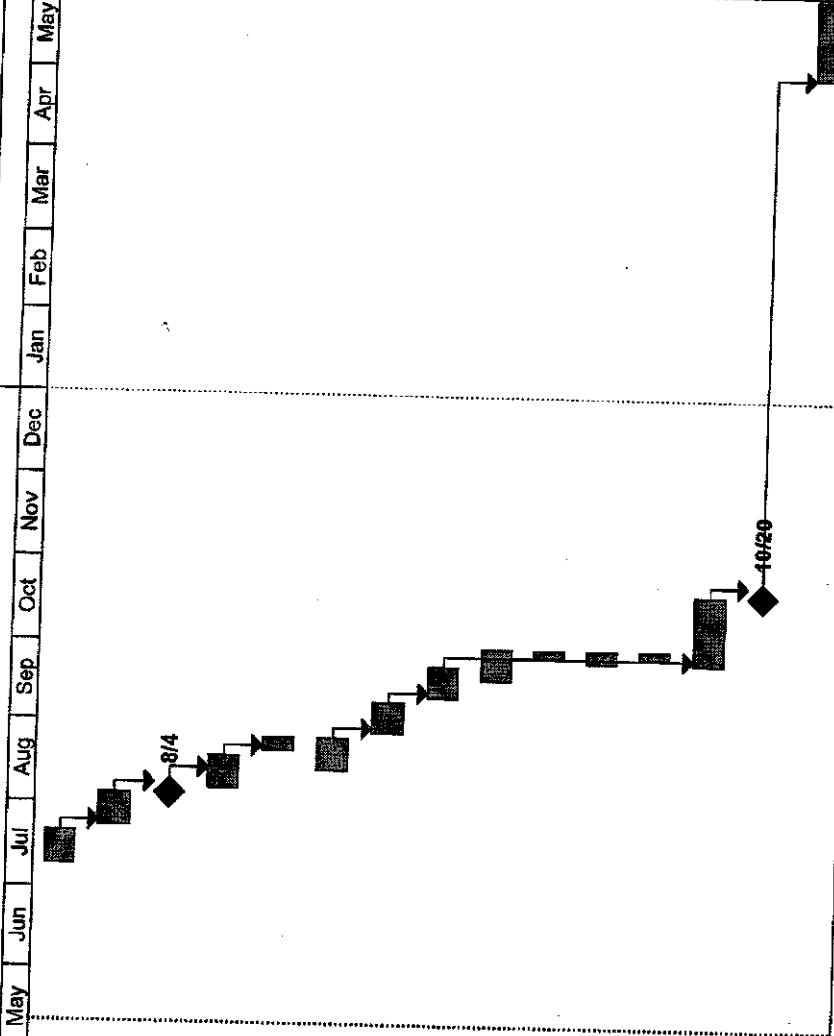
For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such 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.

GOUDY SCHOOL CAMPUS PARK
5120 N. WINTHROP AVE.
CHICAGO, IL 60640

2006



ID	Task Name	Duration	Start	Finish
1	Demolition	10 days	Mon 7/10/06	Fri 7/21/06
2	Excavation / Fill	10 days	Mon 7/24/06	Fri 8/4/06
3	Remediation	0 days	Fri 8/4/06	Fri 8/4/06
4	Plumbing - Sewer/Water	10 days	Mon 8/7/06	Fri 8/18/06
5	Irrigation	5 days	Mon 8/21/06	Fri 8/25/06
6	Electrical	10 days	Mon 8/14/06	Fri 8/25/06
7	Pavements	10 days	Mon 8/28/06	Fri 9/8/06
8	Playground Equipment	10 days	Mon 9/11/06	Fri 9/22/06
9	Fencing	10 days	Mon 9/18/06	Fri 9/29/06
10	Signage	3 days	Wed 9/27/06	Fri 9/29/06
11	Equipment	5 days	Mon 9/25/06	Fri 9/29/06
12	Furnishing	3 days	Wed 9/27/06	Fri 9/29/06
13	Landscaping	20 days	Mon 9/25/06	Fri 10/20/06
14	Substantial Completion/ Preliminary Acceptance (Fall - 90%)	0 days	Fri 10/20/06	Fri 10/20/06
15	Punchlist & Final Acceptance (Spring - 10%)	23 days	Tue 5/1/07	Thu 5/31/07

Project: Columbus - Schedule
 Date: Fri 5/12/06

Owner: Public Building Commission
 Architect of Record: Land Design Collaborative

Task
 Split
 Progress
 Milestone

Summary
 Rolled Up Task
 Rolled Up Split
 Rolled Up Milestone

Rolled Up Progress
 External Tasks
 Project Summary

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DG
ALLBR-1

DATE (MM/DD/YYYY)
07/18/06

PRODUCER
Columbian Agency
www.columbianagency.com
1005 Laraway Road
New Lenox IL 60451
Phone: 815-485-4100

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

All-Bry Construction Company
16W455 S. Frontage Rd. Ste 111
Burr Ridge IL 60527

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lincoln General	
INSURER B: Society Insurance	
INSURER C: Virginia Surety Co	
INSURER D: Continental Western Ins Co	
INSURER E: St. Paul Travelers	

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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	FLL100037-00	04/15/06	04/15/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP414208	12/13/05	12/13/06	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 EA ACC \$ AUTO ONLY: AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$None	DXS2566167-21	04/15/06	04/15/07	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A1200037492	12/12/05	12/12/06	<input checked="" type="checkbox"/> WC STATU-TORY 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
E	BUILDERS RISK	QT 660 5985C49-6	07/14/06	07/14/07	JOB SITE 1,500,000

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

IT IS AGREED THAT THE PUBLIC BUILDING COMMISSION AND BOARD OF EDUCATION OF THE CITY OF CHICAGO ARE ADDED AS PRIMARY NON-CONTRIBUTORY ADDITIONAL INSUREDS IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY AS RE: CONTRACT #1444, GOUDY SCHOOL CAMPUS PARK.

*Transferred
P&CP NO exposure
7/21/06
OK
eme*

CERTIFICATE HOLDER

CANCELLATION

PUBLIC B
PUBLIC BUILDING COMMISSION
PROCUREMENT DEPARTMENT
RICHARD J DALEY CENTER
50 W WASHINGTON ST / ROOM 200
CHICAGO IL 60602

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

AUTHORIZED REPRESENTATIVE

Robert H. Walcott



CERTIFICATE OF LIABILITY INSURANCE

OP ID DG
ALLBR-1DATE (MM/DD/YYYY)
07/18/06

PRODUCER
Columbian Agency
 www.columbianagency.com
 1005 Laraway Road
 New Lenox IL 60451
 Phone: 815-485-4100

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

All-Bry Construction Company
 16W455 S. Frontage Rd. Ste 111
 Burr Ridge IL 60527

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Lincoln General	
INSURER B:	Society Insurance	
INSURER C:	Virginia Surety Co	
INSURER D:	Continental Western Ins Co	
INSURER E:	St. Paul Travelers	

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	FLL100037-00	04/15/06	04/15/07	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP414208	12/13/05	12/13/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
D	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$None	DXS2566167-21	04/15/06	04/15/07	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER	A1200037492	12/12/05	12/12/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	<input type="checkbox"/> BUILDERS RISK	QT 660 5985C49-6	07/14/06	07/14/07	JOB SITE 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 IT IS AGREED THAT THE PUBLIC BUILDING COMMISSION AND BOARD OF EDUCATION OF THE CITY OF CHICAGO ARE ADDED AS PRIMARY NON-CONTRIBUTORY ADDITIONAL INSUREDS IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY AS RE: CONTRACT #1444, GOUDY SCHOOL CAMPUS PARK.

CERTIFICATE HOLDER	CANCELLATION
PUBLIC BUILDING COMMISSION PROCUREMENT DEPARTMENT RICHARD J DALEY CENTER 50 W WASHINGTON ST / ROOM 200 CHICAGO IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Robert H. Walcott</i>

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
 Description or goods or services to be provided under Contract: # 1444
Goudy School Campus Park
2. Name of Contractor: All-Bry Construction Company
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

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

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


**Disclosure of Retained Parties
for
Contract #1444 Goudy School Campus Park**

<u>Name</u>	<u>Address</u>	<u>Relationship</u>	<u>Fees</u>
Carter's Excavating & Grading	235 E. 157 th St., Harvey, IL 60426	Subcontractor	\$86,000
Nutoys Leisure Products	Box 2121, LaGrange, IL 60525	Supplier	\$46,428
Landscapeforms	431 Lawndale Ave., Kalamazoo, MI 49001	Supplier	\$10,160
Fine Line BT	3250 S. Kolin Ave., Chicago, IL 60623	Subcontractor	\$45,950
S & S Industry & Manufacturing	3311 Liverpool Road, Lake Station, IN 46405	Subcontractor	\$29,000
Landscaping Services	1515 Schoolhouse Road, New Lenox, IL 60451	Subcontractor	\$50,000
Herrera Construction	24520 Harmony Road, Marengo, IL 60152	Subcontractor	\$86,900
Quality Power & Lighting	8617 W. 144 th Place, Orland Park, IL 60462	Subcontractor	\$75,000
Tortorello's Sprinkling Systems	3220 S. Shields Ave., Chicago, IL 60616	Subcontractor	\$6,000

DISCLOSURE OF RETAINED PARTIES

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

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



Signature

July 18, 2006

Date

Thomas W. Girouard

Name (Type or Print)

President

Title

Subscribed and sworn to before me

this 18th day of July 2006



Notary Public





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

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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

July 11, 2006

Mr. Thomas Girouard
All-Bry Construction Company
16W455 S. Frontage Road, #111
Burr Ridge, IL 60527

RE: **Notice of Award**
Contract No.: 1444
Type of Work: Site Work
Project : Goudy School Campus Park

Dear Girouard:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on July 11, 2006 the Commission awarded to your company Contract No. 1444 in the amount of \$725,000.00.

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 July 18, 2006.

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

MMG/ECB/mr

cc:

P. Spieles
J. Valentin
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
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City of Chicago

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

August 21, 2006

Thomas Girouard
All-Bry Construction
16W455 S. frontage Rd., Suite 111
Burr Ridge, IL 60527

RE: **NOTICE TO PROCEED**
Contract No.: 1444
Project No.: CP6-02
Type of Work: Site Work
Project: Goudy School Campus Park

Dear Mr. Girouard:

Pursuant to Contract No.1444, which was awarded to your firm on July 11, 2006, you are hereby notified that the commencement date for this project is **August 21, 2006**.

Pursuant to the Contract, all work must be completed within 120 consecutive calendar days of the commencement date. The substantial completion date is established as **December 19, 2006**. Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

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

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

Name: Jennifer Valentin
Company: Public Building Commission, Suite 200
Address: 50 W. Washington
Chicago, IL 60602

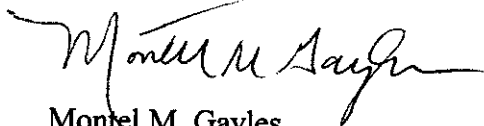
Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on August 21, 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,

Public Building Commission of Chicago



Montel M. Gayles
Executive Director

Cc: Jack Brankin
Paul Spieles
Julia Sportolari
Nancy Jahnel
Trinal

MMG/dz