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TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1305

**Edward "Duke" Ellington Elementary School
New Construction
243 North Parkside Avenue
Chicago, IL 60644
CPS-15**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Kevin S. Gujral
Executive Director**

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

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts (with Community Hiring requirement)" dated March 18, 2002 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

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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. _____ 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. _____ Schedule E -- Request for Waiver from MBE/WBE Participation
12. _____ Affidavit of Uncompleted Work

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

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

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

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

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:

**Edward "Duke" Ellington Elementary School
New Construction
243 North Parkside Avenue
Chicago, IL 60644
CPS-15**

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

- a) As described in the specifications, this project consists of the construction of a new elementary school including associated parking lots and outdoor areas.
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

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

4. **Architect's Name, Address, and Phone Number:** Schroeder Murchie Laya Associates, Ltd., 936 West Huron Street, Chicago, IL 60622 (312) 829-3355

5. **Commission's Project Manager:** Lori Zielinski

6. **Ward:** 29

7. **City Funded?:** No

8. **Do Bidders need to be Pre-Qualified:** Yes

9. **Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through the Commission's Project Managers. A walk through is scheduled for 1:00 p.m. CDT at the Site on May 14, 2003.

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10. **Documents Available from:** Schroeder Murchie Laya Associates, Ltd., 936 West Huron Street, Chicago, IL 60622 (312) 829-3355
11. **Pre-Bid Meeting Date, Time, and Location:** Wednesday May 14, 2003 at 10:00 a.m. CDT in the 2nd Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602
12. **Bid Opening Date and Time:** Thursday May 29, 2003 at 10:00 a.m.
13. **Amount of Bid Deposit:** \$985,000
14. **Administrative Fee:** \$5,000.00
15. **Amount of Contingency Fund:** \$935,822
16. **Document Deposit:** \$0.00
17. **Cost for Additional Documents (per set):** At contractor's own expense (approx. \$600 per set)
18. **Award of Contract**

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

B. Time of Completion

The Work shall be completed within **Six Hundred Thirty (630)** Calendar Days from issuance of the Notice to Proceed. The Work must be completed as follows:

Phase I- 45 Days

Phase II- 435 Days

Phase III-150 Days

C. Contingency Fund

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

D. Time of Completion of Punch List Work

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

E. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) paper sepia and one (1) copy of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost. The cost of the additional copies are \$600.

F. Liquidated Damages

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

Completion of the Work \$5,000 per Day

Completion of Punch List Work \$5,000 per Day

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

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

G. Insurance Requirements

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

A. Insurance To Be Provided By the Contractor

Workers' Compensation and Employer's Liability

Enrolled Contractors shall provide evidence of Workers' compensation applicable to these projects for off-site exposures

Part One - Workers' Compensation: Statutory Limit

Part Two - Employer's Liability: Annual Limits:

Bodily Injury by Accident, Each Employee: \$ 500,000
Bodily Injury by Disease, Policy Limit: \$ 500,000
Bodily Injury by Disease, Policy Limit: \$ 500,000

Excluded Contractors shall provide evidence of Workers' compensation applicable to these projects for on-site and off site exposures

Where there is a known exposure or potential exposure which may be subject to any maritime law, federal Workers' Compensation laws, or Federal Employer's Liability laws (including, but not limited to, the Longshoreman's & Harbor Workers' Compensation Act, Jones Act, Defense Base Act, and the Federal Employer's Liability Act), the policy shall be endorsed to include coverage for each respective exposure.

Commercial General Liability

Enrolled Contractors, Subcontractors and Sub-subcontractors shall provide evidence of general liability insurance applicable to these projects for their off site exposure and must add The Owner and other parties as additional insureds to their policy on a primary & non-contributory basis.

Commercial General Liability Insurance for all operations AWAY FROM THE PROJECT SITE (including Products Liability for any product manufactured, assembled or otherwise Worked upon away from the Project Site) in an "occurrence" form. The coverage shall include all operations of the Contractor, Subcontractor or Sub-subcontractor including explosion, collapse and underground coverage, elevators, independent contractors, products and completed operations for two (2) years beyond Final Completion, Contractual Liability coverage for any contracts related to the Work and Personal and Advertising Injury Liability coverage for claims arising out of the Work. If there are multiple phases to the Project, Final Completion as referenced herein, shall apply to the final phase in which the respective Contractor, Subcontractor or Sub-subcontractor performed Work.

Excluded Contractors shall provide evidence of general liability insurance applicable to these projects for their off site/on site exposures and must add The Owner and other parties as additional insureds to their policy.

Contractor, its Subcontractors and Sub-subcontractors shall provide the following minimum limits of insurance:

\$1,000,000 Each Occurrence Limit, \$1,000,000 Personal and Advertising Injury Limit, \$2,000,000 General Aggregate, and \$1,000,000 Products and Completed Operations Limit. The General Aggregate shall apply on a "per project" or "per location" basis.

Subcontractors not enrolled in the OCIP Program and all of their Sub-Subcontractors:

\$1,000,000 Each Occurrence Limit, \$1,000,000 Personal and Advertising Injure Limit, \$2,000,000 General Aggregate Limit, and \$1,000,000 Products and Completed Operations Limit. The General Aggregate shall apply on a "per project" basis.

Automobile Liability

All Contractors and Subcontractors shall provide evidence of automobile liability for off site and on site exposures. The OCIP does not cover automobile liability

Automobile Liability covering all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than that of the commercial

Business Auto Policy in limits not less than \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury and Property Damage shall be provided.

Excess/Umbrella Liability

Enrolled Contractors shall provide evidence of Excess/Umbrella applicable to these projects for off site exposures

Contractor, its Subcontractors and Sub-subcontractors shall provide \$2,000,000 minimum limits of insurance through an Excess or Umbrella Liability Insurance policy.

Excluded Contractors shall provide evidence of Excess/Umbrella applicable to these projects for on-site and off site exposures.

Property Insurance

Contractors, Subcontractors and Sub-subcontractors shall secure and maintain their own insurance for owned and leased equipment, tools and materials, whether such equipment is located at a Project Site or "in transit". Contractors, Subcontractors and Sub-subcontractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, contractor tools and equipment, scaffolding and temporary structures, whether owned, used, leased or rented by contractor. The OCIP will not cover the personal property, or Equipment of the Contractor or Subcontractor.

Watercraft and Aircraft Liability

Should aircraft or watercraft of any kind be used in performance of the Work, Contractor, Subcontractor or Sub-subcontractor shall maintain or cause the operator of the aircraft/watercraft to maintain aircraft/watercraft Public Liability Insurance including Bodily Injury, Property Damage, and Passenger Liability, as respects any aircraft/watercraft owned, used, operated, or hired in connection with the Work in limits of \$5,000,000 combined single limit for Bodily Injury and Property Damage in any one occurrence.

Rigger's Liability

Where required, the Subcontractor furnishing the Material Hoist Service shall supply Rigger's Liability Insurance in the minimum amount of \$2,000,000.

Pollution Liability

For those Subcontractors involved in the removal, transportation and/or disposal of hazardous materials, Pollution Liability Insurance in the amount of \$2,000,000 per occurrence is required.

Should occurrence coverage not be available but is available on a claims made basis, then such coverage shall begin on the date of contract award and shall survive for a minimum of three (3) years following the date that the last of any hazardous materials were removed, transported, disposed of and/or deposited at an appropriate EPA licensed facility. If insurance is available from the insurance industry on an occurrence basis, coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim might arise out of the work performed, such period of time being no less than seven (7)

years. Additionally, all insurance coverage shall survive until all hazardous materials are disposed of in an ultimate EPA licensed disposal facility, including an incinerator, and until all federal, state and local environmental requirements have been complied with, whether such compliance is the obligation of the Contractor, its Subcontractor, the Owner or other third parties. All disposal facilities shall provide the Owner and Contractor with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$1,000,000, which covers all claims arising from the disposal facilities' handling and storage of the hazardous materials. Pollution Liability insurance for the transportation of the hazardous material may be carried by the transporter with limits not less than \$1,000,000 per occurrence.

Professional Liability/Errors & Omissions Insurance (if applicable)

In the event any Contract specifications requires a Contractor to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$2,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to the Program Administrator within thirty (30) days of any such event.

Each policy of insurance, unless otherwise noted, shall contain the following provisions:

1. **Waiver of Subrogation** - Each Contractor, Subcontractor and Sub-subcontractor agrees to waive rights of subrogation against Board of Education of the City of Chicago, The Public Building Commission of Chicago, the Chicago School Associates, Construction Manager and Owner's Representatives as applicable, their agents and employees and all Contractors, Subcontractors, and Sub-subcontractors enrolled in the Board of Education of the City of Chicago OCIP Program.
2. **Additional Insured** - Other than policies of insurance for worker's compensation, automobile liability and property and equipment, each policy shall be endorsed to name the following as "Additional Insureds" on a "primary & non-contributory" basis, using form Insurance Services Office ("ISO") form CG 20 10, or its equivalent:

Board of Education of the City of Chicago, The Public Building Commission of Chicago, the Chicago School Associates, Construction Manager and Owner's Representatives as applicable, their parents, subsidiaries and affiliates or successors and their officers, directors, agents and employees."

3. **Primary Insurance** - Except for operations at the site insured under 11.5 OWNER-CONTROLLED INSURANCE PROGRAM, all policies shall contain language that such insurance coverage shall be primary & non-contributory to any insurance which may be procured, maintained by or on behalf of the Owner or any "Additional Insured's".

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4. Separation of Insureds - Each policy shall contain wording such that the insurance afforded by the policy shall apply separately to each insured against whom claim is made or suit is brought.
5. Notice - Each policy shall be endorsed to state that coverage shall not be suspended, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) calendar days advance written notice by certified mail has been given to Board of Education of the City of Chicago.
6. Best Rating - All insurers shall be licensed by the State of Illinois and rated A- VII or better by A.M. Best or comparable rating service. The Director of Risk & Benefits Management of the Board of Education of the City of Chicago must approve any deviation. Satisfactory evidence of insurance coverage shall be submitted to the Board and the Program Administrator upon request.

B. Board of Education Owner Controlled Insurance Program

1. The Board of Education of the City of Chicago provides an Owner Controlled Insurance Program (OCIP). Under the OCIP, the Board provides certain insurance coverage for the enrolled Contractor and Subcontractors, along with their eligible employees performing Work at the Site. Coverage provided under the OCIP is outlined in Exhibit 1 "Construction Insurance Manual (CIM)."
2. **Contractor's bid must EXCLUDE all costs for insurance coverage provided under the OCIP.**
3. Certain subcontractors may be excluded from OCIP enrollment; see the CIM for details. Excluded parties, as defined in the CIM, must meet the insurance requirements outlined in the Contract Documents. The insurance costs associated with such excluded parties are to be included in the bid.
4. Bidder is required to participate in the safety programs outlined in the CIM and the Contract Documents. The OCIP enrollment forms (provided in the CIM) must be submitted upon award of the Contract. A Certificate of Insurance evidencing the contractor-required insurance coverage outlined in the CIM and the Contract Documents must also be submitted upon award of the Contract.

C. Insurance To Be Provided By the Commission

1. **Builder's Risk**

- a) The Commission is providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a \$5,000.00 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$5,000.00 and for the first \$5,000.00 for any loss with exceeds \$5,000.00 and is covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including

surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the Base Contract Price.

- b) Exclusions: The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance that Contractor may require on such equipment.

H. Notices

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

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

I. Prevailing Wage Rates

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

J. Community Hiring Requirements and Incentives

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

K. Contractor's Project Manager

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

L. Additional Safety Requirements

The following safety guidelines supplement Section 6.03 "Protection of Work and Property; Safety" and any additional safety specifications.

1. Contractor shall be solely responsible for safety on the Site. Contractor shall adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of Contractor's Safety Manual and/or a Site specific safety plan.
2. Contractor, both directly and indirectly through its Subcontractors, shall continuously protect the Work and the Board's property from damage, injury or loss arising in connection with operations under the Contract Documents. Contractor shall make good any such damage, injury or loss. Contractor is responsible for Site security. Dogs or other animals are not allowed.

3. Contractor, both directly and indirectly through its Subcontractors, shall take all necessary precautions to ensure the safety of the public and workers on the Site, and to prevent accidents or injury to any persons on, about, or adjacent to the Site where the Work is being performed.
4. Contractor shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Contractor, and its Subcontractors, shall cooperate with any other contractor that may be performing work on the Site, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Contractor and its Subcontractors, shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety related documents and programs.
5. Contractor shall erect and properly maintain, at all times, as required by laws and regulations and the conditions and progress of the Work, proper safeguards for the protection of workers, staff, students, and the public. Proper safeguards include, but are not limited to, eight (8) foot tall temporary chain link fencing around all areas of demolition activity, warning signage, protective scaffolding, and all other actions necessary to protect workers, staff, students, and the public. If such proper safeguard are not taken by the Contractor, the Board reserves the right (without incurring any obligation whatsoever and without limiting any other right or remedy which the Board may have under this Agreement or at law or equity) to take such action as necessary to so protect workers, staff, students and the public and to back-charge the Contractor for the cost thereof. Work must be coordinated with school staff. Appropriate precautions must be taken when Work is performed when school is in session and/or students are on a Site. Extra hazardous work shall not be performed when school is in session and/or students are on a Site.
6. In an emergency affecting the safety of life, the Work, or adjoining property, Contractor, without special instructions or authorization from the Architect or the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.
7. Contractor shall protect private and public property adjacent to the Work, including all streets, sidewalks, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the Work. If the items are damaged by Contractor or its Subcontractors, Contractor shall make all necessary repairs to or replacements of them at no cost to the Board.
8. If, in the opinion of the Board, Contractor's Work endangers adjoining property or persons, upon written notice from the Board to the Contractor, the Work shall be stopped and the method of operation changed in a manner acceptable to the Board. Contractor acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
9. When performing the Work, Contractor shall comply with the Construction Operations Phasing Plan and Schedule included in the Contract Documents.
10. Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Work. Contractor shall, at all time, provide and maintain adequate protection against weather (including, but not limited to rain, winds, storms, snow, sleet, frost or heat) so as to preserve and keep all Work, material, equipment, apparatus and fixtures free from injury or damage.

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11. Adequate precautions shall be taken against fire throughout all Contractors and Subcontractors operations. Flammable material shall be kept at an absolute minimum and, if any, shall be properly handled and stored. Except as otherwise provided in the Contract documents, Contractor shall not permit fires to be built or open salamanders to be used in any part of the Work.
12. Contractor shall provide and maintain adequate protection for all properties adjacent to the Site. When required by law or for the safety of the Work, Contractor shall shore up, brace, underpin and protect as necessary, adjacent pavements, foundations and other portions of existing structures that are in any way affected by the operations under the Contract Documents. Contractor, before beginning any part of the Work, shall give any required notices to any adjoining landowner or other parties.
13. Contractor shall cooperate with any other contractor that may be performing work in the Site in connection with the compliance with regulations of OSHA and all other federal, state, and municipal laws, rules and regulations relating to job site safety and practice including, as may be relevant, appealing decisions, correcting work within abatement periods, appealing or requesting extension on abatement periods when work has been done by other contractors and furnishing the supporting information or material as may be necessary to fully protect the rights of the Board, its representatives and other contractors on pending or prospective violation orders.
14. Unless otherwise noted, all existing fixtures, furniture, and equipment, shall be carefully removed by Contractor to a nearby area, protected from damage of any kind, before Work begins in that area. Contractor shall return the items to the originally designated place at the finish of the Work. For electronic or utility hook-ups, the Board shall be notified in advance, and allowed sufficient time to disconnect items before removal. Hook-ups shall be reconnected by the Board after replacement of furniture and equipment by Contractor.
15. Contractor shall comply with Construction Operations Phasing Plan and Schedule included in the Construction Documents when performing the Work.
16. The Contractor shall maintain a written policy regarding drug and/or alcohol testing of employees and shall implement such policy at any time that the Contractor, or any of the Contractor's supervisory personnel, forms a reasonable suspicion that such testing may have a positive result. The said policy shall also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors on the Project maintain and implement similar testing policies, the Contractor shall require a similar written policy in each subcontract.

If the results of any test described herein above are positive, the Contractor shall, as soon as possible, contact the Commission, who will in turn inform CPS Risk Management personnel, concerning the results. The Commission reserves the right to require the removal from the work site, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

II. PROPOSAL AND EXECUTION DOCUMENTS**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1305 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here) 1, 2, 3, 4

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), and e) Plans and Drawings.

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page. It is stipulated that said Base Contract Price includes a Contingency Fund as specified in Part I. "Project Information."

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

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

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

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

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

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

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BID BREAKDOWN:

	DIVISION	\$ AMOUNT
Environmental Abatement	2	77,115.00
Sitework	2	900,000.00
Concrete	3	1,000,000.00
Masonry	4	3,600,000 ⁰⁰
Steel	5	1,500,000.00
Carpentry	6	400,000.00
Roofing/Waterproofing/Sealants	7	600,000.00
Doors & Windows	8	1,100,000.00
Finishes	9	1,400,000.00
Specialty Items	10	300,000.00
Equipment	11	300,000.00
Furnishings	12	30,000.00
Special Construction	13	0
Vertical Transportation	14	60,000.00
Mechanical	15	3,300,000 ⁰⁰
Electrical	16	1,800,000.00
General Conditions		1,030,063 ⁰⁰
Fee		In Above
SUB-TOTAL		17,397,178
Commission's Contingency Fund		\$935,822
TOTAL BASE BID		18,333,000⁰⁰

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

_____ dollars

(\$ 17,399,680)

Cost Proposal - ACM Abatement
Ellington School

Material/Activity	Estimated Quantities	Unit	Unit Price	Cost \$
ACM abatement of the following:				
Floor Tile & Mastic	2000	SF	\$ <u>3.00</u>	\$ <u>6,000.00</u>
Thermal Insulation	125	LF	\$ <u>150.00</u>	\$ <u>18,750.00</u>
Exploratory Demolition	500	SF	\$ <u>10.00</u>	\$ <u>5,000.00</u>
Sink Undercoatings	4	SF	\$ <u>50.00</u>	\$ <u>200.00</u>
Interior/Exterior Window Glazing	1600	LF	\$ <u>10.00</u>	\$ <u>16,000.00</u>
Exterior Vent Caulk	480	LF	\$ <u>7.292</u>	\$ <u>3,500.00</u>
Exterior Transite	40	SF	\$ <u>8.75</u>	\$ <u>350.00</u>
Subtotal				\$ <u>49,800.00</u>

Cost Proposal - ACM Abatement
Ellington Branch School

Material/Activity	Estimated Quantities	Unit	Unit Price	Cost \$
ACM abatement of the following:				
Floor Tile & Mastic	2580	SF	\$ <u>3.00</u>	\$ <u>7,740.00</u>
Thermal System Insulation	50	LF	\$ <u>150.00</u>	\$ <u>7,500.00</u>
Exploratory Demolition	250	SF	\$ <u>10.00</u>	\$ <u>2,500.00</u>
Kitchen Wall Caulk	20	LF	\$ <u>10.00</u>	\$ <u>200.00</u>
Interior/Exterior Window Glazing	800	SF	\$ <u>10.00</u>	\$ <u>8,000.00</u>
Wire Insulation (A/C Units)	55	LF	\$ <u>25.00</u>	\$ <u>1,375.00</u>
Subtotal				\$ <u>27,315.00</u>

Cost Proposal Summary - ACM Abatement

Facility	Sub-Total
1) Ellington School	<u>\$49,800.00</u>
2) Ellington Branch	<u>\$27,315.00</u>
Total	<u>\$77,115.00</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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BASE CONTRACT PRICE (to be completed by the Commission): Eighteen
Million three hundred thirty three thousand and 00

See total base bid on page 16 _____ dollars
(\$ 18,333,000.00)

(MJE)

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

Edgwick C. Johnson
Secretary

Richard Mahaley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

The George Sollitt Construction Co.
Contractor Name

790 N. Central Ave., Wood Dale, IL
Address

If a Corporation:

By Howard Strong
Howard Strong

President
Title of Signatory

ATTEST:
By [Signature]

Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

Signature _____

NOTARY PUBLIC

Subscribed and sworn to before me on this 30th day of May, 2003.

Nancy Planek
Notary Public Signature
Commission Expires: 11/28/05



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

The George Sollitt Construction Company

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on May 21, 2003, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated May 30, 2003 to the Public Building Commission of Chicago, for Contract No. 1305 of said Commission, for the sum of See total base bid on page 16

(\$ _____);

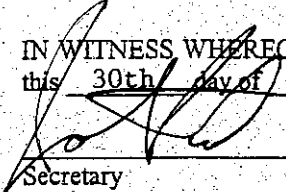
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

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: Howard Strong
 Vice President: John Pridmore
 Secretary: John Pridmore
 Treasurer: A. F. Zabinski, Jr.
 Assistant Secretary: David Walter

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 30th day of May, 2003.


 Secretary

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	See total base bid on page 16
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)	.45
Line 3.	Multiply Line 2 by Line 1 by 0.04	
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)	.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	
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)	.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	
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)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	

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Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.05</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u> </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>.05</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u> </u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u> </u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	See award criteria figure on page 16
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		See award criteria figure on page 16

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporting

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

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

6. Major Trades

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

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

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

7. Trade Participation - For Information Only

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

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.

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TRADE PARTICIPATION	PERCENT OF MINORITY
Carpenters	50%
Laborers	50%
Brick Layers	33%
Plumbers	33%
Electricians	25%
Sheet Metal Workers	33%
Pipe Fitters	33%
Iron Workers	5%

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B. Unit Prices

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

UNIT PRICES:

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Catch basin or manhole removal and bulkhead	1,000.00	EA
2.	Catch basin or manhole removal and reset	2,000.00	EA
3.	Pavement removal, bituminous roads, 3" thick	6.00	SY
4.	Pavement removal, bituminous roads, 4"-6" Thick	12.00	SY
5.	Concrete curb and gutter removal	5.00	LF
6.	Pipe removal, sewer/water with excavation, 12" diameter	50.00	LF
7.	Pipe removal, sewer/water with excavation, 15" diameter	60.00	LF
8.	Pipe removal, sewer/water with excavation, 24" diameter	75.00	LF
9.	Pipe removal, sewer/water with excavation, 36" diameter	100.00	LF
10.	Sidewalk removal, 5" concrete	7.00	SY
11.	5" P.C.C. sidewalk including sub base	7.00	SF
12.	Ceiling Type A	4.00	SF
13.	Ceiling Type B	4.00	SF
14.	Ceiling Type C	4.00	SF
15.	Ceiling Type D	4.00	SF
16.	Single face exit sign	300.00	EA
17.	Double face exit sign	400.00	EA
18.	Sprinkler head - pendant type	250.00	EA
19.	Sprinkler head - brass upright	200.00	EA
20.	Single pole toggle switch	175.00	EA
21.	Three-way switch	200.00	EA
22.	Duplex receptacle	200.00	EA
23.	Duplex receptacle - separate circuit	300.00	EA
24.	Smoke detector	500.00	EA
25.	Intercom speaker - ceiling mounted	300.00	EA
26.	Intercom speaker - wall mounted	300.00	EA
27.	Voice outlet	350.00	EA
28.	Data outlet	350.00	EA
29.	Wall mounted motion detector	500.00	EA
30.	Keypad	1,100.00	EA
31.	Door contact	300.00	EA
32.	Electric strike	700.00	EA
33.	Fire alarm pull station	1,000.00	EA
34.	Heat detector	1,000.00	EA
35.	Duct detector	2,500.00	EA
36.	Combination smoke / heat detector	2,000.00	EA
37.	Audible alarm device	1,500.00	EA
38.	Visual alarm device	1,000.00	EA
39.	Combination audible and visual device	2,000.00	EA
40.	Light fixture Type A	250.00	EA

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41.	Light fixture Type AA	300.00	EA
42.	Light fixture Type B	250.00	EA
43.	Light fixture Type B1	250.00	EA
44.	Light fixture Type C	250.00	EA
45.	Light fixture Type D	250.00	EA
46.	Light fixture Type E	200.00	EA
47.	Removal and disposal of contaminated soil (special waste)	175.00	CY
48.	Removal and disposal of contaminated soil (hazardous waste, if any)	1,100.00	CY
49.	P.C.C. Sidewalk, 8", Special (Curb Ramps for people with disabilities)	10.00	SF
50.	Protective Coat for concrete	45.00	SY
51.	CB, MH, or Inlet to be cleaned	250.00	EA
52.	WW, CB, MH or Inlet to be adjusted	400.00	EA
53.	City electric vault or handhold to be adjusted	400.00	EA
54.	MH, CB or Inlet to be filled	500.00	EA
55.	Manhole, Type A (Except frame and lid)	3,000.00	EA
56.	Catch Basin (Except Frame and Lids)	2,000.00	EA
57.	Chicago Standard MH, CB, Inlet, and Water Meter Vault Frames	200.00	EA
58.	Lids for manholes, catch basins, inlet, and water meter vault	200.00	EA
59.	Storm Sewer, 6" ESVCP	75.00	LF
60.	Storm Sewer, 8" ESVCP	85.00	LF
61.	Storm Sewer, 12" ESVCP	100.00	LF
62.	Trench backfill	40.00	CY
63.	Class 'SI' concrete (Miscellaneous)	500.00	CY
64.	Ornamental Fencing/Gate	5,000.00	LS
65.	Special excavation	150.00	CY
66.	Special waste hauling and disposal	120.00	TON
67.	Saw cutting pavement	5.00	LF
68.	Tree removal (6" to 15" dia.)	300.00	IN. DIA.
69.	Tree removal (over 15" dia.)	500.00	IN. DIA.
70.	Stabilization stone	45.00	CY
71.	Crushed stone (temporary use)	30.00	TON
72.	General Fill 6"	35.00	CY
73.	Select Fill (CA-6) 6"	40.00	CY
74.	Excavation and removal of unsuitable soil material	38.00	CY
75.	Underbed Material (CA-7 or CA-8), 6"	45.00	CY
76.	Bituminous concrete surface course, 1-1/2"	45.00	TON
77.	Bituminous concrete binder course, 1-1/2"	45.00	TON
78.	Level binder (hand method) Type 2	85.00	TON
79.	Bituminous material (prime coat)	26.00	GAL
80.	P.C.C. Comb. Curb and gutter. Type 3 and/or modified curb	15.00	LF
81.	P.C.C. driveway and alley pavement 8"	50.00	SY
82.	P.C.C. barrier curb, Type 4	15.00	LF
83.	Storm sewer, 36" RCP	300.00	LF
84.	Sanitary sewer, 8" ESVCP	85.00	LF
85.	Water service pipe, 8" pipe class 56	150.00	LF
86.	Removal of existing underground structures (footings and foundations)	300.00	CY

**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.

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

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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. 1305

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: Duke Ellington School

Project Number: 1305

FROM:

E. E. BAILEY BUILDING MATERIAL & SUPPLIES, INC. MBE XXX WBE
(Name of MBE or WBE)

TO:

The George Sollitt Construction Company 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 XXX a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/28/07. 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.

Provide construction materials & supplies including masonry, terrazzo, roofing, hollow metal doors & frames and cast iron grating.

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

\$1,604,740.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1305

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

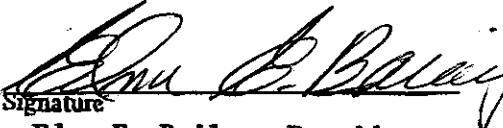
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:
E. E. BAILEY BUILDING
MATERIAL & SUPPLIES, INC.
Name of MBE/WBE Firm (Print)
June 3, 2003
Date
773-264-9425
Phone


Signature
Edna E. Bailey, President
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Edna E. Bailey, President
E. E. Bailey Building Material & Supplies, Inc.
11520 S. Halsted Street
Chicago, Illinois 60628

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: April 22, 2003
Certification Expires: February 28, 2007
Annual Affidavit Certificate Expires: February 28, 2004

Dear Ms. Bailey:

Congratulations on your continued eligibility for certification as a **DBE/MBE/WBE** by the City of Chicago. Re-validation of **E. E. Bailey Building Material & Supplies, Inc.**'s certification is required by **February 28, 2004**.

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

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

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

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

Construction; Painting and Environmental Supplies and Equipment

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

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

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

EJG/gva





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

February 4, 2003

Edna E. Bailey, President
E.E. Bailey Building Material & Supplies, Inc.
11520 South Halsted Street
Chicago, Illinois 60628

Dear Ms. Bailey:

On January 29, 2003, we received your application to the City of Chicago for continued eligibility as a Disadvantaged Business Enterprise/Minority Business Enterprise and/or Women Business Enterprise (DBE/MBE/WBE). Since your current certification does not expire until March 1, 2003, your firm met its obligation to apply for recertification before the expiration date. **As a courtesy, this letter extends your certification for 120 days from the date of expiration.**

If you have any further questions regarding the certification status of your firm, please contact Mr. Leon Moore, at (312)744-1694.

Sincerely,

Leon Moore
Assistant Director of Certification

LM/ym
Rev.1-1-2001

NEIGHBORHOODS
Alive!

BUILDING CHICAGO TOGETHER



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: Duke Ellington School

Project Number: 1305

FROM:

Oakley Construction Co. Inc. MBE X WBE
(Name of MBE or WBE)

TO:

The George Sollitt 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 X a Corporation
 a Partnership a Joint Venture

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

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

General Construction work including masonry, reinforced concrete
site concrete, precast concrete, damproofing and firestopping.

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

\$4,629,083.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1305

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

8 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

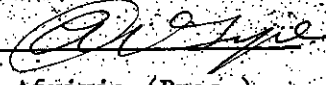
60 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Oakley Construction Co. Inc.
Name of MBE/WBE Firm (Print)
June 3, 2003
Date
(773) 434-1616
Phone


Signature
Augustine Afriyie (Pres.)
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE WBE Non-MBE/WBE



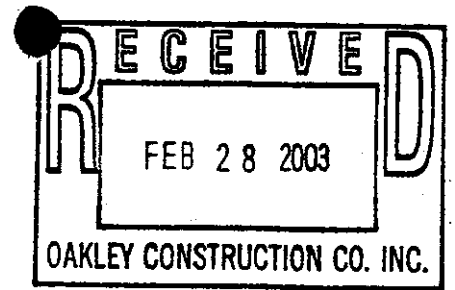
City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>



Augustine Afriyie, President
Oakley Construction Company, Inc.
7815 South Claremont Avenue
Chicago, Illinois 60620

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: February 7, 2003
Certification Expires: November 30, 2007
Annual Affidavit Certificate Expires: November 30, 2003

Dear Mr. Afriyie:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **Oakley Construction Company, Inc.**'s certification is required by **November 30, 2003.**

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

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

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

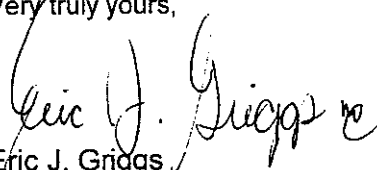
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**General Contractor; Carpentry Contractor;
Miscellaneous Concrete (Exclusive of Public Walkways)**

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

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

Very truly yours,


Eric J. Griggs

Deputy Procurement Officer

EJG/emc

NEIGHBORHOODS



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

Name of Project: Duke Ellington School

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

The George Sollitt Construction Company
 Name of General Contractor
 whose address is

790 N. Central Ave.

in the City of Wood Dale, 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>Oakley Construction</u>	<u>General Construction</u>	<u>\$4,629,023</u>	<u>—</u>
<u>E. E. Bailey Bldg. Mat.</u>	<u>Construction Mat'l & Supplies</u>	<u>\$ —</u>	<u>\$ 1,604,740</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		<u>\$4,629,023</u>	<u>\$ 1,604,740</u>
Percent of Total Base Bid		<u>25.25 %</u>	<u>5.25 %</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.

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

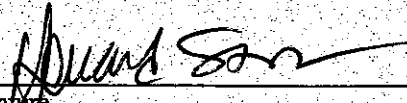
The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:
The George Sollitt
Construction Company

Name of Contractor (Print)
May 30, 2003

Date
630-860-7333

Phone



Signature
Howard Strong

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. 1305

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Mr. Gujral:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.8. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.8 as follows:

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

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	To Numerous to List					
Contract With	See Total	Below				
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						\$97,750,000

5-30-03
173

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	To Numerous to List					
Demolition	See Total	Below				
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1305

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
TOTALS						14,750,000

5-30-03
 HNS

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	To Numerous to List				
Type of Work	See Total Below				
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					83,000,000

53003
MS

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.

Howard Strong
Signature

May 30, 2003
Date

Howard Strong
Name (Type or Print)

President
Title

The George Sollitt Construction Co.
Bidder Name
790 N. Central Ave.
Address
Wood Dale IL 60191
City State Zip

Subscribed and sworn to before me
this 30th day of May, 2003

Nancy Planek
Notary Public

Commission expires: 11/28/05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1305

ON File

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:

- 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:

ON File

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.				

ON File

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 _____

(SEAL)

Notary Public
My Commission expires:

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract 1305
 Description of goods or services to be provided under Contract: General construction services for Edward "Duke" Ellington Elementary School
2. Name of Contractor: The George Sollitt 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:

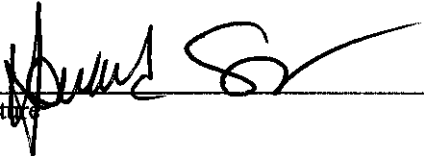
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Oakley Const. Co.	7815 S. Claremont Chicago, IL	Subcontractor	est. 4,629,083
E. E. Bailey	11520 S. Halsted Chicago, IL	Supplier	est. 1,604,740
Uncommitted Subcontractor Allowance			est. 10,932,000

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

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, 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

June 13, 2003

Date

Howard Strong


Name (Type or Print)

President

Title

Subscribed and sworn to before me

this 13th day of June 2003



Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1305

PERFORMANCE AND PAYMENT BOND

Contract No. 1305

Bond No. 400SZ6495

KNOW ALL MEN BY THESE PRESENTS, that we, George Sollitt Construction Company,
a corporation organized and existing under the laws of the State of Illinois, with offices in the Wood Dale,
State of Illinois as Corporate Principal, and
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

a corporation organized and existing under the laws of the State of NY&MN, with offices in the State of
* Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Eighteen Million Three Hundred Thirty Three
Thousand and No Cents (\$18,333,000.00) for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated June 10, 2003, for the fabrication, delivery, performance and
installation of

*Edward "Duke" Ellington Elementary School - New Construction
243 North Pulaski Avenue
Chicago, Illinois

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Eighteen Million Three Hundred Thirty Three Thousand and No Cents (\$18,333,000.00) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

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IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this June 13, 2003, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City State

Partner

CORPORATE SEAL

ATTEST:

George Sollitt Construction Company
Corporate Principal

BY  _____

BY  _____

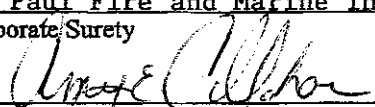
Secretary
Title

President
Title

790 North Central Avenue
Wood Dale, Illinois 60191
Business Address

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
Corporate Surety

BY  _____


Title Amy E. Callahan, Attorney-In-Fact

385 Washington Street
St. Paul, MN 55102
Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ 9.00 slide per thousand. **
Total amount of premium charged is \$ 94,598.00 **


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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

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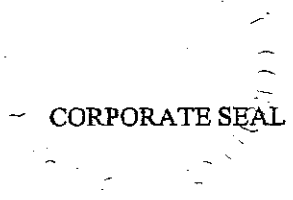
BOND APPROVAL

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, John Pridmore, certify that I am the _____ Secretary of the George Sollitt Construction Company, corporation named as Principal in the foregoing performance and payment bond, that Howard Strong who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 13th day of June 2003.

~
CORPORATE SEAL


ACKNOWLEDGMENT BY SURETY

STATE OF Illinois

County of Cook

ss.


On this 13th day of June, 2003, before me personally appeared Amy E. Callahan, known to, me to be the Attorney-in-Fact of Seaboard Surety Company

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(Seal)





Notary Public in the State of Illinois
County of Cook

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

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

Power of Attorney No. 23745

Certificate No. 1673179

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

Peter S. Forker, Margaret M. Sylvester, Becky Heaston, and Amy E. Callahan

Milwaukee

Wisconsin

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 14th day of February, 2003

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

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



[Signature]
PETER W. CARMAN, Vice President

[Signature]
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 14th day of February, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

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



[Signature]

REBECCA EASLEY-ONOKALA, Notary Public

The St Paul

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

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

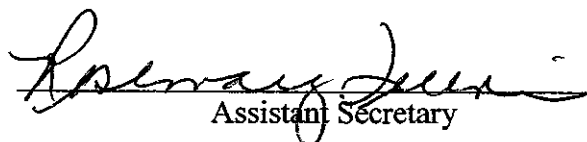
SECRETARY'S CERTIFICATE

I, Rosemary Quinn, do hereby certify as follows:

(1) that I am a duly elected and acting Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc.; and

(2) that the attached is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been amended or revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 13, 2003.


Assistant Secretary

V. 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.

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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.

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6. The Bid Documents shall include the following:
 - a) Contractor's Bid
 - b) Bid Guarantee
 - c) Administrative Fee
 - d) Basis of Award (Award Criteria)
 - e) Unit Prices
 - f) Affidavit of Non-collusion
 - g) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
 - i) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - j) Schedule E – Request for Waiver from MBE/WBE Participation
 - k) Affidavit of Uncompleted Work

7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a) Financial Statement
 - b) Disclosure Affidavit
 - c) Affidavit of Local Business, including applicable documentation
 - d) Statement of Bidder's Qualifications

8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.

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

H. Bid Guarantee: Deposit and Time Period

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.

2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.

4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

I. Administrative Fee

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

J. Bidder's Execution of Bid

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

K. Basis of Award (Award Criteria)

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

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

V. Submission of Bid

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

W. Withdrawal Of Bids Before Bid Opening

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

X. Opening Of Bids

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

Y. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error.
2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

Z. Award Of Contract; Rejection Of Bids

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

VI. EXHIBIT 1 Construction Insurance Manual (attached)

VII. EXHIBIT 2 Prevailing Wage Rates (attached)

Cook County Prevailing Wage for May 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			34.350	37.430	2.0	2.0	2.0	3.950	5.150	0.000	0.150
BRICK MASON	BLD			30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
CARPENTER	ALL			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
CEMENT MASON	ALL			32.000	33.000	2.0	1.5	2.0	4.880	3.750	0.000	0.150
CERAMIC TILE FNSHER	ALL			23.850	0.000	2.0	1.5	2.0	4.250	3.700	0.000	0.210
COMM. ELECT.	BLD			28.940	30.940	1.5	1.5	2.0	4.250	5.090	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000	0.160
ELECTRIC PWR GRNDMAN	ALL			25.310	37.800	1.5	1.5	2.0	3.360	5.960	0.000	0.120
ELECTRIC PWR LINEMAN	ALL			32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000	0.160
ELECTRICIAN	ALL			32.650	34.650	1.5	1.5	2.0	6.600	5.830	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			35.655	40.110	2.0	2.0	2.0	5.775	2.880	2.140	0.000
FENCE ERECTOR	ALL			22.540	23.790	1.5	1.5	2.0	5.500	5.020	0.000	0.000
GLAZIER	BLD			27.800	28.800	1.5	2.0	2.0	4.540	7.800	0.000	0.200
HT/FROST INSULATOR	BLD			29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000	0.230
IRON WORKER	ALL			32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER	ALL			28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
LATHER	BLD			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
MACHINIST	BLD			31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS	ALL			23.000	0.000	1.5	1.5	2.0	3.600	3.800	0.000	0.240
MARBLE MASON	BLD			26.780	28.280	1.5	1.5	2.0	4.300	6.600	0.000	0.230
MILLWRIGHT	ALL			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
OPERATING ENGINEER	BLD 1			33.850	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	BLD 2			32.550	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	BLD 3			30.000	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	BLD 4			28.250	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	FLT 1			36.300	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	FLT 2			34.800	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	FLT 3			31.000	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	FLT 4			25.750	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	HWY 1			32.050	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 2			31.500	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 3			29.450	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 4			28.050	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 5			26.850	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
ORNAMNTL IRON WORKER	ALL			28.850	30.350	2.0	2.0	2.0	4.300	7.370	0.000	0.000
PAINTER	ALL			29.850	33.580	1.5	1.5	1.5	4.300	4.300	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			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
PIPEFITTER	BLD			33.560	35.560	1.5	1.5	2.0	4.470	5.100	0.000	0.000
PLASTERER	BLD			29.090	30.090	1.5	1.5	2.0	4.000	5.100	0.000	0.400
PLUMBER	BLD			35.000	37.000	1.5	1.5	2.0	4.500	2.990	0.000	0.000
ROOFER	BLD			30.850	32.850	1.5	1.5	2.0	3.950	2.380	0.000	0.320
SHEETMETAL WORKER	BLD			30.730	33.190	1.5	1.5	2.0	4.310	6.790	0.000	0.490
SIGN HANGER	BLD			22.530	23.380	1.5	1.5	2.0	3.730	1.890	0.440	0.000
SPRINKLER FITTER	BLD			33.700	35.200	2.0	2.0	2.0	4.600	4.950	0.000	0.400
STEEL ERECTOR	ALL			32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STONE MASON	BLD			30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
TERRAZZO FINISHER	BLD			23.240	0.000	1.5	1.5	2.0	4.500	5.630	0.000	0.170
TERRAZZO MASON	BLD			27.500	29.000	2.0	1.5	2.0	4.500	6.350	0.000	0.160
TILE MASON	BLD			29.130	31.130	2.0	1.5	2.0	4.250	4.450	0.000	0.400
TRAFFIC SAFETY WRKR	HWY			19.650	21.150	1.5	1.5	1.5	2.100	0.900	0.000	0.000
TRUCK DRIVER	E ALL	1		25.900	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000

TRUCK DRIVER	E	ALL 2	26.150	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	E	ALL 3	26.351	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	E	ALL 4	26.550	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	W	ALL 1	26.400	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL 2	26.550	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL 3	26.750	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL 4	26.950	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TUCKPOINTER		BLD	30.850	31.850	1.5	1.5	2.0	3.760	4.900	0.000	0.390

Legend:

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

Explanations**COOK COUNTY**

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

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

EXPLANATION OF CLASSES

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

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

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.

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.



June 10, 2003

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

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Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

Howard Strong
George Sollitt Construction Company
790 North Central Avenue
Wood Dale, Illinois 60191

RE: **Notice of Award**
Contract No.: 1305
Type of Work: New Construction
Project : Edward "Duke" Ellington Elementary School

Dear Mr. Strong:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on June 10, 2003 the Commission awarded to your company Contract No. 1305 in the amount of \$18,333,000.00.

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 June 17, 2003.

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

Sincerely,

Kevin Gujral
Executive Director

cc: L.Zielinski
Target
Y. Yaakoby



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50 W. Washington Street
Room 200
Chicago, Illinois 60602
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Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

July 16, 2003

Howard Strong
The George Solitt Construction Company
790 North Central Avenue
Wood Dale, Illinois 60191

RE:	Contract No.:	1305
	Project No.:	CPS-15
	Type of Work:	New Construction
	Project:	Edward K. "Duke" Ellington Elementary School

NOTICE TO PROCEED

Dear Mr. Strong:

Pursuant to Contract No. 1305, which was awarded to your firm on **June 10, 2003** by the Public Building Commission (Commission), you are hereby notified that the commencement date for this project is **July 16, 2003**.

Pursuant to the Contract, all work is to be completed within **630** Calendar Days after the commencement date. The completion date is established as June 1, 2005. This includes 45 Calendar Days for Phase I (Mobilization), 435 Calendar Days for Phase II, and 150 Calendar Days for Phase III, with completion dates as follows:

Phase I (Mobilization), commencement date is **July 16, 2003** and the completion date is **August 30, 2003**. **Phase II** commencement date is **August 31, 2003** and the completion date is **November 7, 2004**. **Phase III** commencement date is **January 3, 2005** and the completion date is **June 1, 2005**. Commencement of Phase II work is contingent upon the completion of Phase I Mobilization and a written acceptance by the Commission. Commencement of Phase III work is contingent upon the completion of Phase II, but cannot commence earlier than January 3, 2005.

Your attention is directed to Book 1, Article 9, Section 9.04 "Liquidated Damages" for failure to complete the work by the completion date.

The administration and inspection of the work included in this Contract is under the direction of the Commission. Please submit the original and three copies of all correspondence pertaining to this work to:

Name: Lori Zielinski, Project Manager
Company: Public Building Commission of Chicago
Address: Richard J. Daley Center, Room 200
50 West Washington St.
Chicago, IL 60602

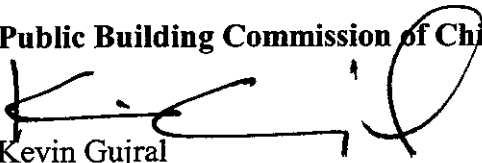
along with a copy to Mr. Yoav Yaakoby. Please reference the Commission Project Number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work as stipulated in the Contract Documents on July 16, 2003.

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 architects pursuant to Section 19.03 of Book 1 "Standard Terms and Conditions for Construction Contracts".

Very truly yours,

Public Building Commission of Chicago


Kevin Gujral
Executive Director

KG/ml

Cc: Bruce Washington
Timothy Mitchell
Eileen Ryan
Jack Brankin
Lori Zielinski
Yoav Yaakoby
Julia Sportolari
Nancy Jahnel
Target