

Contractor: Castle Construction Corporation
Address: 3062 W. 167th Street
City/State/Zip: Markham, IL 60428
Phone Number: 708-339-2600
Fax Number: 708-339-2659

TO BE EXECUTED IN DUPLICATE

**BOOK 1:
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

CONTRACT NO. 1451

**7th District Police Station
1438 W. 63rd Street
General Construction/Site Improvements
PD-007**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Montel M. Gayles
Executive Director**

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

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring requirement)" dated January 2007 and incorporated as if fully set forth here by this reference; and by Book 1, Book 3, plans, drawings, exhibits, and attachments as appropriate.

January 2007

PUBLIC BUILDING COMMISSION OF CHICAGO

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7th District Police Station

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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 (If applicable) *N/A*
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 after bid opening.

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

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I. PROJECT INFORMATION

A. General Project Information

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

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

**7th District Police Station
1438 W. 63rd Street
General Construction/Site Improvements
PD-007**

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

- a) As described in the specifications, for lots #1 and #2 - site clearing, site demolition, construction layout and surveying, excavation and disposal of spoils including environmentally impacted spoils, construction debris and concrete foundations and remnants, placement of underground utilities, placement of clean sub base for paving, placement of concrete curb and gutters, placement of clean planting soils for future landscape planting bed and lawn areas, placement of restored street paving per CDOT standards and placement of temporary construction site fence and gates. For all lots - paving, lighting and landscape planting. Complete construction of the approximately 44,000 square foot Police Station including furniture, fixtures and equipment specified.
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor must perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: Department of General Services**

4. **Commission Representative's Name, Address, and Phone Number: Bradshaw Construction and Management, Inc., Attn: John Bradshaw, 19950 Governors Hwy, Suite 200, Olympia Fields, IL 60461, tel: 708-283-2200, fax: 708-283-2211**

5. **Architect's Name, Address, and Phone Number: Kevin Curran, VOA Associates, Inc, 224 S. Michigan Avenue, Suite 1400, Chicago, IL 60604, tel 312-453-7606**

6. **Commission Portfolio Manager: Ray Giderof**

7. **Ward: 16**

8. **Do Bidders need to be Pre-Qualified? Yes**
(see Part V.D. "Pre-Qualification of Bidders" for details):

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

10. **Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. Site inspection must be arranged through the Commission Representative.

11. **Documents Available from:** Cushing and Company, 420 West Huron Street, Chicago, IL 60610, tel 312-266-8228

12. **Electronic Documents Available online at:** <http://dfs.cushingco.com/pbc.htm>, temporary password: 1451

13. **Pre-Bid Meeting Date, Time, and Location:** Thursday, January 25, 2007 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

14. **Bid Opening Date and Time:** Thursday, February 22, 2007 at 3:30PM

15. **Amount of Bid Deposit:** 5% of bid amount

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

17. **Amount of Contingency Fund:** \$1,150,000.00

18. **Document Deposit:** Zero

19. **Cost for Additional Documents (per set):** at Contractor's expense

20. **Award of Contract**

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

20. **MBE/WBE Contract Goals:** 30% MBE and 4% WBE

B. Time of Completion

The Work must be completed within (490) calendar days upon issuance of the Notice to Proceed. The work must be performed in two phases.

Phase I: Mobilization & Permit: 30 calendar days

Phase II: Construction: 460 calendar days

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C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund must 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 will require the written approval of the Executive Director. All unused portions of this Contingency Fund must 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 must 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) set of electronic documentation and one (1) copy of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

F. Liquidated Damages

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

Substantial Completion of Phase (s), Milestones, or Project	\$5,000per Day
Completion of Punch List Work	\$2,500 per Day
Completion of Base Contract Work at Project Substantial Completion if Commission occupies project	\$2,500 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

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be calculated on completion of the Work and submission of the Contractor's final pay request.

4. Completion of the Work, for the purposes of this section only, shall occur upon completion of all of the Work required by the Contract Documents. Completion of Milestones, Phases, Base Contract Work or Punch List Work, for the purposes of this section only, shall occur upon the Commission's determination that the Milestones, Phases, Base Contract Work or Punch List Work is completed.

G. Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

1. Insurance To Be Provided By the Contractor

a) Workers' Compensation and Employers Liability

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

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

c) Automobile Liability (Primary and Umbrella)

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

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

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d) **Contractors Pollution Liability**

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

e) **Professional Liability**

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

f) **Builders Risk**

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

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

g) **Railroad Protective Liability**

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

2. **Additional Requirements**

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

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

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

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

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

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

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

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

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

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H. Notices

In accordance with Book 2 Section 23.05 "Notices," Notices must be addressed as follows:

1. If to the Commission, notices must be addressed to the attention of the **Commission Representative** with copies to: the Executive Director.
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: 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 in Book 2, 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. Licensing

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

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1451 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) #1 dated 02/05/07
#2 dated 02/14/07
#3 dated 02/22/07

c) Project Information, Instructions, and Execution Documents (Book 1), 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.

	DIVISION	\$ AMOUNT
"Work" as defined in Book 2, section 1.01.30		\$ 19,344,530.00
Allowances *Refer to EXHIBIT #2-Allowance Schedule-Site Work		\$574,470.00
Commission's Contingency Fund		\$1,150,000.00
TOTAL BASE BID		\$ 21,069,000.00 21,069,000.00 gm

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

~~\$ 20,217,000.00~~
20,224,240.00 gm

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

Travelers Casualty & Surety Co. of America

215 Stuman

Naperville, IL 60563

Unit prices indicated in the following Allowance Schedule will be used to fully compensate the Contractor whenever the Contractor is directed, in writing by the Commission's Representative, to perform the "Type of Work" described in excess of the quantities required to complete the Base Contract Work.

Some Work of each of the Type(s) of Work described below (except UST related items 7-13) is included in the Base Contract Work.

The Approximate Quantities indicated below have been established for the sole purpose of calculating the total Allowance amount. No particular items of Allowance Work are anticipated and no Allowance Work is guaranteed.

	Type of Work	Unit(s)	Approximate Qty.	Unit Price	Extended Price (Qty. x unit Price)
1	Transportation and disposal of contaminated soil.	Tons	500	30.00	15,000.00
2	Excavation, transportation and disposal of contaminated soil.	Tons	3,000	45.00	135,000.00
3	Excavation, transport and disposal of in-place non-impacted soil	Tons	500	25.00	12,500.00
4	Transportation and disposal of non-impacted soil	Tons	500	25.00	12,500.00
5	Demolition, removal, transport and disposal of underground concrete remnants	Tons	1,500	30.00	45,000.00
6	Excavation, transport and disposal of clean construction and demolition debris	Tons	1,000	25.00	25,000.00
7	UST removal (tank of less than 2,000 gallon capacity)	Each	3	3,500.00	10,500.00
8	UST removal (tank of 2,001-5,000 gallon capacity)	Each	1	5,500.00	5,500.00
9	UST removal (tank of 5,001-10,000 gallon capacity)	Each	1	8,500.00	8,500.00
10	UST removal (tank of 10,001-20,000 gallon capacity)	Each	1	12,000.00	12,000.00
11	UST removal (tank > 20,000 gallon capacity)	Each	1	15,000.00	15,000.00
12	Tank sludge removal/disposal	Drums	5	300.00	1,500.00
13	Bulk UST pump-out (liquids)	Gallons	20,000	0.50	10,000.00
14	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule.	Sample	6	2,000.00	12,000.00
15	Contaminated water - drummed for hauling/disposal purposes	Drums	10	300.00	3,000.00
16	Contaminated water - bulk disposal/hauling	Gallons	20,000	0.50	10,000.00
17	Contaminated water - bulk permitted MWRD	Gallons	20,000	0.15	3,000.00
18	Place and Compact Permeable Paver Base Material (CA-1)	Cubic Yard	1,000	38.00	38,000.00
19	Place and Compact Asphalt Aggregate Sub-base (CA-6)	Cubic Yard	1,000	50.00	50,000.00
20	Place and Compact Permeable Paver Base Material (CA-7)	Cubic Yard	1,000	40.00	40,000.00
21	Place Geotextile Filter Fabric	Square Foot	15,000	0.30	4,500.00
22	Site Surveys - Survey Crew for Verification of Excavation/Backfill Quantities	Each Site Survey	5	2,000.00	10,000.00
23	Asphalt Street Restoration per CDOT 1. (Full point re-surfacing at W. 63 rd Street from Laffin to Ada. 2. Partial re-surfacing 14 feet from face of new curb and gutter at Laffin, Loomis and Ada)	Square Yard	5,662	16.95	95,970
	Total Allowances				574,470.00

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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edmund Johnson
Secretary

Richard M. Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Castle Construction Corporation
Contractor Name

3062 W. 167th Street, Markham, IL 60426
Address

If a Corporation:

By [Signature]
Robert C. Blum

President
Title of Signatory

ATTEST:
By [Signature]
Kathleen M. Palumbo
CORPORATE SEAL

Secretary
Title

If a Partnership:

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

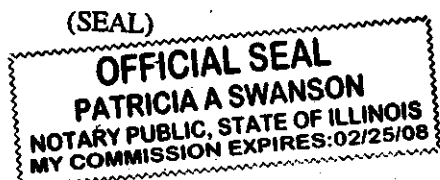
Signature _____

NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 27th day of February, 2007.

Patricia A Swanson
Notary Public Signature
Commission Expires: 2/25/08



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C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of Castle Construction Corporation, a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on _____, 20____, 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 February 27, 2007 to the Public Building Commission of Chicago, for Contract No. 1451 of said Commission;

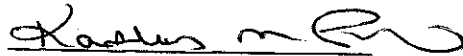
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

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

President: Robert C. Blum
Vice President: Michael A. Jarigese
Secretary: Kathleen M. Palumbo
Treasurer: Robert C. Blum
Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 27th day of February, 2007.


Secretary Kathleen M. Palumbo

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>21,060,000.⁰⁰</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.35</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>294,840.⁰⁰</u> RCB
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>315,900.⁰⁰</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>105,300.⁰⁰</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.05</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>421,200.⁰⁰</u> RCB
Line 10.	Percentage of total Apprentice hours that the Contractor	<u>0.10</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>63,180.⁰⁰</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>21,060.⁰⁰</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>842,400.⁰⁰</u> RCB
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>20,217,600.⁰⁰</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 20,217,600.⁰⁰

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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 – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

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 – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

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 – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

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

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

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

TRADE PARTICIPATION

PERCENT OF MINORITY

TRADE PARTICIPATION	PERCENT OF MINORITY
CARPENTERS	50%
LABOR	50%
BRICKLAYERS	50%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Robert C. Blum being first duly sworn, deposes and says that:

- (1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of Castle Construction Corporation
the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

(Signed) Robert C. Blum
President
(Title)

Subscribed and sworn to before me this 27th day of February 20 07

Patricia A Swanson
Notary Public, State of Illinois
(Title)
My Commission expires: 02/25/08



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

**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 _____ N/A
2. Address of joint venture _____

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

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

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

5. Nature of joint venture's business

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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:

N/A

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

G. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

NIA

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. 1451
7th District Police Station

**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 BII**

Name of Project: POLICE STATION 7th DISTRICT

Project Number: _____

FROM:

GAG MASONRY INC.
(Name of MBE or WBE)

MBE WBE _____

TO:

CASTLE CONSTRUCTION
(Name of General Bidder) and Public Building Commission of Chicago

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated FEBRUARY 1 2008. 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.

MASONRY

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

3,000,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

GAG Masonry Inc
Name of MBE/WBE Firm (Print)
2/27/07
Date
773 269-2780
Phone

George A. Garth
Signature
GEORGE A. GARTH
Name (Print)

IF APPLICABLE:
By: N/A
Joint Venture Partner (Print)
Date
Phone

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

February 6, 2007

Anthony Garth, President
George Anthony Garth Masonry, Inc. d/b/a G.A.G Masonry, Inc.
11509 South Elizabeth Street
Chicago, IL 60643

Annual Certificate Expires: February 1, 2008
Vendor Number: 50066253

Dear Mr. Garth:

We are pleased to inform you that **George Anthony Garth Masonry, Inc.** has been certified as an **MBE** by the City of Chicago. This **MBE** certification is valid until **February 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

Masonry Contractor

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/wld



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1451
7th District Police Station

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

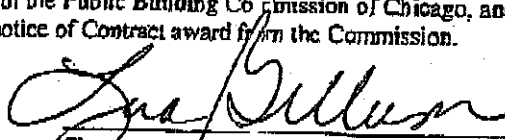
_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Mid-City Heating & A/C, Inc.
Name of MBE/WBE Firm (Print)
02-27-07
Date
773-776-4200
Phone


Signature
Lisa Gillum
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

3127441235

dept of procurement line

01:23:46 p.m. 01-02-2007

1 / 1



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

December 21, 2006

Annie M. Gillum, President
Mid-City Heating and Air Conditioning, Inc.
8156 South Western Avenue
Chicago, IL 60620

Annual Certificate Expires:
Vendor Number:

October 1, 2007
50068829

Dear Ms. Gillum:

We are pleased to inform you that **Mid-City Heating and Air Conditioning, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2007**.

As a condition of continued certification during this five year period, you must file a **No-Change Affidavit within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

Heating, Ventilation and Air Conditioning Services and Installation

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

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

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer
LAL/kp



02/27/2007 10:10 7083392659

CASTLE CONSTRUCTION

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1431
7th District Police Station

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 BII

Name of Project: 7th District Police Station

Project Number: _____

FROM: D+S Midwest Construction MBE WBE
(Name of MBE or WBE)

TO: _____ and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

CARPENTRY + ARCHITECTURAL WORK

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

930,000.00

02/27/2007 10:18 7083392659

CASTLE CONSTRUCTION

PAGE 02/02

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1431
7th District Police Station

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

____ % of the dollar value of the MBE/WBE subcontract will be split 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:

D-S Midwest Construction Co

Name of MBE/WBE Firm (Print)

2/27/07

Date

773-264-5200

Phone

DC Fields

Signature

Danton C. Fielder

Name (Print)

IF APPLICABLE:

By:

D-S Midwest Construction Co

Joint Venture Partner (Print)

2/27/07

Date

773-264-5200

Phone

DC Fields

Signature

Danton C. Fielder

Name (Print)

MBE WBE Non-MBE/WBE



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

August 24, 2006

Danton Fielder, CEO
D & S Midwest Construction Co.
11509 S. Elizabeth Street
Chicago, IL 60643

Annual Certificate Expires: August 1, 2007
Vendor Number: 1070963

Dear Mr. Fielder:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **August 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2007**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

Carpentry Services

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

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

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/ymj



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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: 7th District Police Station

Project Number: 1451

FROM:
MIK EXCAVATING Inc
(Name of MBE or WBE)

MBE _____ WBE

TO:
CASTLE CONSTRUCTION and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor
_____ a Partnership

a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated AUGUST 30 2006. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

EXCAVATION + SITEWORK

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

900,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Mik Excavation Inc

Name of MBE/WBE Firm (Print)

2-26-06

Date

708-974-0368

Phone

Signature

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

August 30, 2006

Mary Sievers, President
M & K Excavating, Inc.
10910 South Eastwood Drive
Palos Hills, Illinois 60465

Dear Ms. Sievers:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE certification until September 1, 2007.**

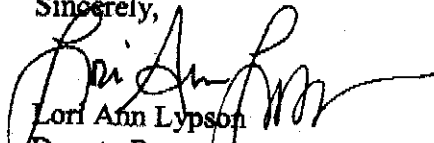
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Hauling; Excavating; Snow Plowing; Grading

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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

Name of Project: 7th District Police Station

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

Castle Construction Corporation

Name of General Contractor
whose address is

3062 W. 167th Street

in the City of Markham, 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
M	GAG MASONRY	MASONRY	\$3,800,000	\$
M	MIDCITY HEATING + AC	HVAC	\$1,800,000	\$
M	D+S MIDWEST CONST.	CARPENTRY / ARCH. WK	\$930,000	\$
W	MTK EXCAVATING	EXCAVATION / SITE WK	\$	\$900,000
			\$	\$
			\$	\$
			\$	\$
			\$	\$
	Total Net MBE/WBE Credit		\$6,530,000	\$900,000
		Percent of Total Base Bid	31 %	4.2 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451

7th District Police Station

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Castle Construction Corporation

Name of Contractor (Print)

February 27, 2007

Date

708-339-2600

Phone


Signature

Robert C. Blum

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. 1451
7th District Police Station

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: February 27, 2007

N/A

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

Dear Mr. Gayles:

RE: Contract No. 1451

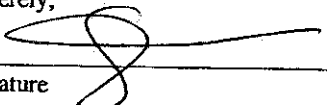
Project Title: 7th District Police Station

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:

Documentation attached: yes ___ no ___

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

Sincerely,



Signature

Robert C. Blum

Print Name

President

Title

Castle Construction Corporation

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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	OHARE WALKWAY	CONVOCATION CENTER	SOUTH ADDITION	TERM 2 SIGNS		
Contract With	CHICAGO	C.D.B.	UNITED AIRLINES	UNITED AIRLINES		
Estimated Completion Date	11/06	08/06	06/06	03/06		
Total Contract Price	3,006,000	24,323,000	6,968,000	684,000		34,981,000
Uncompleted Dollar Value if Firm is the GC	1,803,000	6,483,000	3,515,000	247,000		12,048,000
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						47,029,000

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

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

	1	2	3	4	Awards Pending	TOTALS
Earthwork	0	0	0	0		0
Demolition	0	0	0	0		0
Sewer and Drain	0	0	0	0		0
Foundation	0	0	0	0		0
Painting	0	0	0	0		0
Struct. Steel (Bldg Const.)	0	0	0	0		0
Ornamental Steel (Bldg Construction)	0	0	0	0		0
Miscellaneous Concrete	0	0	0	0		0
Fireproofing	0	0	0	0		0

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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	4 subs	34 subs	22 subs	4 subs	
Type of Work	VARIES	VARIES	VARIES	VARIES	
Subcontract Price	2,552,000	22,852,000	5,069,000	25,000	
Amount Uncompleted	1,668,000	6,106,000	2,551,000	229,000	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

Affidavit of Uncompleted Work (continued)

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


Signature

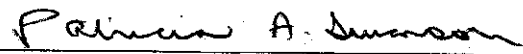
February 27, 2007
Date

Robert C. Blum
Name (Type or Print)

President
Title

Castle Construction Corporation
Bidder Name
3062 W. 167th Street
Address
Markham, Illinois 60428
City State Zip

Subscribed and sworn to before me
this 27th day of February, 2007


Notary Public

(SEAL)



Commission expires: 02/25/08

Castle Construction Corporation
AIA A305 3.4 – Projects In Progress

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>% Complete</u>	<u>Scheduled Completion Date</u>
O'Hare Blast Mitigation New	Bovis Lend Lease Chuck McCoy 773-462-1234	SCB & Associates Dan Lew 312-896-1100	\$ 938,000 General 34,600 sf	5%	03/07
O'Hare Baggage Induction Rehab	Bovis Lend Lease Sean Palumbo 773-601-3607	SCB & Associates Dan Lew 312-896-1100	\$ 1,555,500 General 500 sf	5%	07/07
Roseland Hospital New	Roseland Hospital Girad Jenkins 773-400-0874	PSA Dewberry Marty Leibrock 630-548-7007	\$ 4,200,000 General/CM 14,500 sf	10%	08/07
O'Hare Restrooms 3 Locations Rehab	CARE Michael Collins 773-894-3751	RB&J Architects Sung Jim 312-832-0601	\$ 3,090,000 General 5,300 sf	26%	02/07
Outdoor Amphitheater New	Country Club Hills, IL Deborah McIlvain 708-798-7352	Tria Architecture James A. Petrakos 708-598-8742	\$ 6,930,000 General-LEED 8,000 sf	99%	03/07
Train & Bus Wash 3 Sites Rehab & Add	Chicago Transit Auth. Robert Hoelscher 312-258-1992	Primera Engineers Lourdes Gonzalez 312-606-0910	\$ 9,865,000 General 68,000 sf	44%	04/07

Castle Construction Corporation
AIA A305 3.4 – Projects In Progress (Continued)

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>% Complete</u>	<u>Scheduled Completion Date</u>
United Airlines Elevator O'Hare Airport Modernization	United Airlines John Lass 773-462-1234	Solomon Cordwell Dan Lew 312-896-1100	\$ 4,153,300 General 13 Units	36%	03/08
United Airlines-Term 1 O'Hare Airport Lobby Rehab	United Airlines Mark Schoonveld 773-462-1234	Campbell Tiu Kevin Campbell 312-922-4244	\$ 4,881,000 General 6 Phases	64%	03/07
Provident Hospital Chicago New & Rehab	Cook County Jerome Peters 312-603-0329	McDonough Assoc Gary Mundingger 312-946-7145	\$ 3,747,000 General - LEED 12,200 sf	70%	04/07
Tolentine Hyde Chicago Rehab	Augustinians Fr. David Brecht 708-748-9500	TKA Partners Thomas Kapusta 312-463-1600	\$ 2,920,000 Design/Build 14,800 sf	05%	07/07
Tolentine Center Olympia Fields Rehab	Augustinians Fr. David Brecht 708-748-9500		\$ 1,793,000 Design/Build	89%	12/06
Walkways O'Hare Airport Modernization	City of Chicago Elston Guarin 773-894-3686	STV Fred Desidero 312-553-0655	\$ 3,072,000 General 6 Units	100%	11/06

Castle Construction Corporation
 AIA A305 3.4 – Projects In Progress (Continued)

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>% Complete</u>	<u>Scheduled Completion Date</u>
Whittier School Harvey, Illinois Addition	School District #152 Dr. Lela Bridges 708-333-0300	W. E. Brazley William Brazley 708-748-3010	\$ 7,692,000 CM 39,900 sf	99 %	12/07
United Airlines-South O'Hare Airport Addition	United Airlines Steve Cleary 773-601-5151	Solomon Cordwell Dan Lew 312-896-1100	\$ 7,200,000 General 18,600 sf	91%	01/07
Convocation Center Chicago State Univ. New	Capital Develop Board James Reimer 217-782-8527	W. Brazley William Brazley 708-748-3010	\$35,000,000 CM/General 172,000 sf	96%	04/07
Term. 5 Lobby O'Hare Airport Rehab	Bovis Steve Cleary 773-462-1234	Austin AECOM Doug Kern 312-373-7628	\$ 6,663,000 General 16,300 sf	99%	01/07

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

Affidavit Of Local Business

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Robert C. Blum, being first duly sworn, deposes and says that:

1. He/She is President
(Owner, Partner, Officer)
of Castle Construction Corporation
(the name of the Bidder that has submitted the attached Bid);

- 2. Bidder, or partner with at least 50% interest in joint venture Bidder, is is not a "Local Business" as defined by the provisions of Section 22.18 of the Standard Terms and Conditions (Book 2).
- 3. Bidder, or partner with at least 50% interest in joint venture Bidder, does does not have business locations outside the corporate limits of the City of Chicago.

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

- 4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs _____ (insert number) regular full-time people, _____ (insert number) of whom work at business location(s) within the corporate limits of the City of Chicago.
- 5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, is is not subject to City of Chicago taxes.

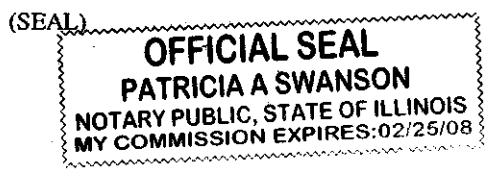
[Signature]
(Signed) Robert C. Blum

President
(Title)

Subscribed and sworn to before me this 27th day of February, 20 07

[Signature]
(Signature)

Notary Public, State of Illinois
(Title)
My Commission expires: 02/25/08



CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: CASTLE CONSTRUCTION CORP
DBA: CASTLE CONSTRUCTION CORP
AT: 3062 W. 167 ST., Apt./Suite 1
MARKHAM, IL 60426
1

LICENSE NO.: 54743 CODE: 1010 FEE: \$****281.25

LICENSE: Limited Business License

PRESIDENT: ROBERT C. BLUM
SECRETARY: MARY BERGIN

PRINTED ON : 01/18/2007

\$****281.25

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF FEBRUARY, 2007

EXPIRATION DATE:
May 15, 2009

ATTEST:

Riordan M Daly
MAYOR

[Signature]
Deputy
CITY CLERK

PREV NO. 6955 SITE 2
TRANS NO.



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES

THE FACE OF THIS DOCUMENT HAS A MULTI-COLORED DOCUMENT OR WHITE PAPER

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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 Castle Construction Corporation
Submitted By Robert C. Blum
Title President
Permanent Main Office Address 3062 W. 167th Street, Markham, Illinois, 60428
Local Address Same
Local Telephone No. and FAX No. 708-339-2600 708-339-2659

How many years operating as contractor for work of this nature? 26 years

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

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

Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
Indiana University Gary, Indiana New	Indiana University John Sarber 317-278-1676	Blackburn Architect Patrick K. Luzadder 317-875-0544	\$12,205,000 CM/General 157,800 sf	12/06	25%
Land & Lakes Waste Transfer New Facility	Land & Lakes Mike Swiatowiec 847-825-5000	HDR Engineering Robert Gorski 773-380-7951	\$ 3,187,900 General 33,100 sf	06/06	12%
Heritage Bank New Lenox, IL New	Heritage Bank Patrick Roe 815-469-7600	Arete' 3 Ltd. Charles Smith 708-342-1250	\$ 2,838,300 CM 6,900 sf	05/06	06%
United Airlines-Term 2 O'Hare Airport Corridor Rehab	United Airlines Chuck McCoy 773-462-1234	DeStefano John Winner 312-836-4321	\$ 684,000 General 50,000 sf	03/06	09%
United Airlines-Tech O'Hare Airport Rehab	United Airlines Mark Schoonveld 773-462-1234	Folgers Architects Kent D. Folgers 312-939-0550	\$ 7,825,247 General 6,600 sf	04/06	12%
United Airlines-Lobby O'Hare Airport Rehab	United Airlines Steve Cleary 773-601-5151	Folgers Architects Kent D. Folgers 312-939-0550	\$ 2,287,065 General 8,000 sf	03/06	14%
Salt Dome Sprung Structure Chicago, IL	Rodriguez & Assoc.	Bauer Latoza Std. James Vanek 312-567-1000	\$ 903,856 General/CM 25,900 sf	12/05 12/05	51%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Contract/ Size</u>	<u>Amount/ Planned Completed</u>	<u>Actual/ % of Work Self-Performed</u>
Atgeld Gardens Chicago New	Chicago Housing Auth Roslyn Johnson 312-742-9363	Holabird & Root Morris Neal 312-726-5960	\$ 1,083,500 General 4,100 sf	11/05 11/05	46%
Marquette Sch Junedale Sch Gary, Indiana	Gary Community	DeTella Planera Ron DeTella 708-754-4040	\$29,750,462 General 93,800 sf	10/05 10/05	15%
Mujeres Latinas Chicago, Illinois Rehab	Mujeres Latinas Carmello Maldonado 312-226-1544	Rodriguez & Assoc Ozzie Rodriguez 312-726-7505	\$ 2,109,088 General 13,800 sf	10/05 10/05	30%
Elevated Park Str. Elevator -O'Hare, Rehab	DOA Leo Karoll 773-908-1030	DOA Leo Karoll 773-908-1030	\$5,650,717 General 22 Elevators	10/05 10/05	24%
Holmes School Harvey, Illinois Addition	School District #152 Dr. Lela Bridges 708-333-0300	W. E. Brazley William Brazley 708-748-3010	\$3,621,025 CM 22,200 sf	09/05 09/05	09%
Bryant School Harvey, Illinois New	School District #152 Dr. Lela Bridges 708-333-0300	W. E. Brazley William Brazley 708-748-3010	\$6,454,536 General 66,000 sf	07/05 07/05	22%

Castle Construction Corporation
 AIA A305 3.5 – Recently Completed Projects (Continued)

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Contract/ Size</u>	<u>Amount/ Planned Completed</u>	<u>Actual/ % of Work Self-Performed</u>
American Airlines Chare Term 3 New	McHugh/Riteway Lesa Rosenthal 773-462-0390	Murphy/Jahn 312-427-7300	\$805,266 Masonry 20,500 sf	09/05 09/05	41%
Faith Temple Church Chicago, Illinois Addition	Faith Temple Church Charles McGill 773-846-8700	Iuro & Associates George Vazquez 312-795-0772	\$2,157,365 General 8,600 sf	05/05 05/05	46%
Lindop Sch – Phase 2 Broadview, Illinois Rehab	School District #92 Dr. Jerry Jordan 708-345-3110	URS Corporation Dan Youngman 312-939-1000	\$3,687,304 CM/General 62,500 sf	05/05 05/05	24%
Morton Freshman HS Cicero, Illinois New	School District #201 James Cunneen 708-222-5705	DeTella, Planera Ron DeTella 708-754-4040	\$27,865,746 CM/General 208,900 sf	08/04 08/04	13%
Sykuta Elem. School County Club Hills, IL Addition	School District #160 Ilandus Hampton 708-957-6200	DeTella, Planera Ron DeTella 708-754-4040	\$4,256,194 CM 26,000 sf	08/04 08/04	11%
22 nd District Police St Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	Vistara Donna Green 312-986-8660	\$12,538,855 General 43,700 sf	06/04 06/04	08%

**Castle Construction Corporation
AIA A305 3.5 - Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Contract/ Size</u>	<u>Amount/ Planned Completed</u>	<u>Actual/ % of Work Self-Performed</u>
Lindop School Broadview, Illinois Addition	School District #92 Dr. Jerry Jordan 708-345-3110	URS Corporation Dan Youngman 312-939-1000	\$4,322,090 CM/General 32,500 sf	05/04 05/04	21%
Sykuta Elem. School County Club Hills, IL Addition	School District #160 Ilandus Hampton 708-957-6200	DeTella, Planera Ron DeTella 708-754-4040	\$2,287,476 General 26,000 sf	08/04 08/04	15%
Oak Park Garage Oak Park, Illinois New	Oak Park HS D-200 Jack Lanenga 708-434-3222	4240 Architecture Todd Bellis 312-466-4850	\$3,596,901 General 95,000 sf	03/04 03/04	20%
Goudy Elem. School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Interactive Design Lisa Tomasello 312-482-8866	\$8,077,103 General 46,100 sf	03/04 03/04	05%
Cuffe Elem. School Chicago, Illinois New	Chicago Public Schools Tom Coleman 773-633-3970	Perkins & Will Jim Skalla 312-755-0770	\$11,431,077 General 83,700 sf	08/03 08/03	02%
United Airlines O'Hare Airport Rehab	United Airlines Eric Youngquist 773-601-3726	Folgers Architects Kent D. Folgers 312-939-0550	\$2,063,860 General 3,000 sf	08/03 08/03	65%
United Airlines O'Hare Pass. Area Addition	Bovis Lend Lease Mark Schoonveld 773-462-1234	HNTB John Robertson 312-930-9119	\$6,451,062 General 6,500 sf	04/03 04/03	33%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/</u>		<u>% of Work</u>
			<u>Contract/</u> <u>Size</u>	<u>Planned</u> <u>Completed</u>	
Ebinger Elem. School Chicago, Illinois Rehab	Chicago Public Schools Sean Murphy 773-553-2900	Globetrotters Thakor Bhagwakar 312-922-6400	\$340,000 General 5,500 sf	04/03 04/03	06%
Security Gate O'Hare - Chicago Rehab	Parsons/Lockheed Kevin Walsh 312-930-3629	Parsons George Krupa 312-930-5295	\$290,000 General 1,000 sf	04/03 04/03	65%
20 th Dist. Police St Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	OWP&P Tom Clune 312-332-9600	\$14,559,458 General 127,600 sf	09/02 09/02	12%
Chicago Military Chicago, Illinois Addition	Public Bldg. Commission Montel M. Gayles 312-744-3090	East Lake/Travis Henry Hill 312-842-5500	\$12,268,120 General 58,000 sf	09/02 09/02	40%
Joliet Historic Museum Joliet, Illinois Addition	City of Joliet James Shapard 815 724-3730	Russ/Carlson J. Robert Russ 815-744-8787	\$5,402,517 General 34,400 sf	02/03 02/03	25%
Carnegie Elem. School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Alfred Benesch Eric Borgman 312-565-0450 19,300 sf	\$4,193,575 General	01/02 01/02	08%
Pickard Elem School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Primera Eng. Fatai Bakare 312-606-0629	\$8,122,373 General 54,000 sf	03/02 03/02	25%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
McCormick Place Kitchen Upgrade Rehab	MPEA Laura Tagler 312-791-6289	Mann, Gin, Dubin Zajim Mackicic 312-554-8990	\$5,851,950 General 33,000 sf	12/01 12/01	21%
Spacenet Building -Chicago Addition	Spacenet Inc. Samuel Jones 709-848-1111	KMI John Mehdi 312-987-9800	\$2,355,899 General 6,300 sf	12/01 12/01	06%
H&K-O'Hare Food Court-Chicago Rehab	American Tom Coyne 773-686-3264	Teng 312-616-0000	\$8,737,066 General 44,000 sf	10/01 10/01	17%
United Airlines Fuel Island-O'Hare New	Bovis Lend Lease Steven Cleary 773-601-5151	Argus Consulting 816-228-7500	\$1,898,035 General 9,400 sf	12/02 12/02	22%
68 th Street Crib Lake Michigan Rehab	City of Chicago Casey M. Konarski 312 742-5933	Greely & Hansen Jack Vogel 312 558-9000	\$2,656,000 General 6,300 sf	12/02 12/02	54%
United Airlines Network Center New	Bovis Lend Lease Steven Cleary 773-601-5151	HNTB John Robertson 312-930-9119	\$1,005,091 General 6,300 sf	12/02 12/02	98%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
Brighton Park School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	LIU Architects Patrick Liu 312-554-0050	\$7,845,961 General 50,000 sf	10/01 10/01	14%
State of Illinois Thompson Rehab	Capital Dev. Board Jerry Adams 312-814-5758	Wiss, Janney, Elst. Mark Schmidt 847-272-7400	\$845,694 General 1,000 sf	08/01 08/01	30%
Church-Chicago Ryan Woods Ward New	Latter Day Saints Dennis Allsop 847-740-3048	Larson & Darby Harold Pann 815-987-5260	\$2,962,286 General 12,400 sf	08/01 08/01	17%
Elevated Park Structure Elevator Rehab. Rehab	DOA John Plezbert 773-686-3766	DOA John Plezbert 773-686-3766	\$1,900,791 General 8 Elevators	10/01 10/01	19%
Admin. Office Olympia Fields, IL New	Irons Oaks Dave Guritz 708-481-2330	Gummerson Scott Gummerson 708-798-0500	\$918,229 CM 8,300 sf	11/01 11/01	22%
Harry Caray's Midway Airport New	Midway Airport Concess. Michael Belletire	Shapiro Assoc. Don Shapiro 312-421-6004	\$940,795 General 4,000 sf	11/01 11/01	28%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
18 th Dist. Police St. Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	Environ Bob Robecheck 312-981-8863	\$11,510,906 General 43,700 sf	01/01 01/01	15%
Lincoln School Dolton, Illinois New	School District #148 Greg Anthony 708-841-2554	De Tella Planera Ron DeTella 708-754-4040	\$6,373,510 CM/General 82,500 sf	08/00 08/00	14%
E/F Concourse O'Hare -Chicago Rehab	DOA Mark Schoonveld 312-617-4057		\$1,156,106 General 3,224 sf	01/00 01/00	37%
Hillside School Hillside, Illinois Rehab	School District #93 Arnold Witt 708-449-7280	Gifflin & Callahan Michael Gifflin 847-952-0545	\$1,265,530 CM 6,500 sf	12/00 12/00	32%
Purdue University Anderson-Indiana Rehab	Purdue University Joseph Woody 765-494-7342	Scholer Corp. Lee A. Cole, Jr. 765-474-1478	\$8,397,658 General 78,600 sf	11/00 11/00	12%
Airport Maintenance Bldg-"E" O'Hare Rehab	DOA John Plezbert 773-868-3766	Teng 312-616-0000	\$5,563,666 General 54,600 sf	07/00 07/00	15%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
ATS Remote Station O'Hare-Chicago Rehab	DOA John Plezbert 773- 868-3766	Teng 312-616-0000	\$2,045,091 General 2,200 sf	08/00 08/00	30%
H&R Platforms O'Hare-Chicago Rehab	DOA John Plezbert 773-868-3766		\$747,845 General 1 ls	02/00 02/00	29%
New Church Chicago, Illinois New	Latter Day Saints Dennis Allsop 847-740-3048	Larson & Darby Harold Pan 815-987-5260	\$3,514,161 General 13,120 sf	09/00 09/00	27%
Richards Career Academy Chicago, Illinois Addition	Chicago Public School Sean Murphy 773-553-2900	Hutter Pam Hutter 312-492-8000	\$5,572,887 General 24,200 sf	09/00 09/00	16%
16 th Dist Police Station Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	OWP & P Tom Clune 312-332-9600 Rodriguez & Assoc. Ozzie Rodriguez 312-726-7505	\$11,588,463 General 43,700 sf	12/99 12/99	26%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
Heritage Bank Frankfort, Illinois New	Heritage Bank John Ladowicz 708-755-7157	Linden Group, Inc. Tom Perrone 708-799-4400	\$2,791,377 General 16,100 sf	01/00 01/00	14%
Waste Transfer Station Dolton, Illinois New	Land & Lakes Mike Swiatowicz 847-825-5000	McDonough	\$2,147,832 General 39,000 sf	10/99 10/99	45%
Focus One Chicago Tourism Rehab	MPEA Laura Tagler 312-791-6289	VOA	\$1,925,053 General 15,000 sf	04/99 04/99	15%
Jeffery Manor Library Chicago, Illinois New	Public Bldg. Commission Montel M. Gayles 312-744-3090	Jackson Medhi John Medhi 312-987-9800	\$2,212,181 General 7,200 sf	11/98 11/98	18%
Swift School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	STR Partners Colby Lewis 312-464-1444	\$7,836,114 General 49,300 sf	11/98 11/98	20%
Ferguson School Chicago, Illinois Addition	Chicago Public Schools Sean Murphy 773-553-2900	Smith & Smith Charles Smith 312-266-6303	\$5,230,639 General 26,000 sf	08/98 08/98	19%

**Castle Construction Corporation
AIA A305 3.5 – Recently Completed Projects (Continued)**

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Amount/ Contract/ Size</u>	<u>Actual/ Planned Completed</u>	<u>% of Work Self-Performed</u>
Grant Park Chicago, IL Rehab	Chicago Park District	DLK	\$2,221,114 General 6 Entrances	1998 1998	68%
Deep Tunnel North Side New	Metropolitan Water Reclamation District	Harza	\$11,304,000 Subcontract 103 Structures	1997 1997	85%
Skokie Center for Performing Arts New	Village of Skokie	Graham Gund	\$4,865,000 Subcontract	1997 1997	80%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451
7th District Police Station

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 Castle Construction Corporation
- (b) State and City in which incorporated Markham, Illinois
- (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

<u>Robert C. Blum</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

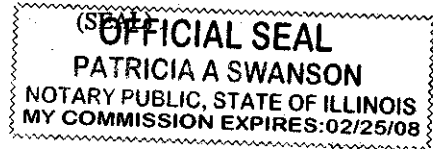
If submitted by an individual:

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

[Signature]
Signature of Affiant Robert C. Blum

Subscribed and sworn to before me this 27th day of February 20 07

[Signature]
Notary Public
My Commission expires: 02/25/08



DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
Description or goods or services to be provided under Contract: # 1451
2. Name of Contractor: Castle Construction Corporation
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

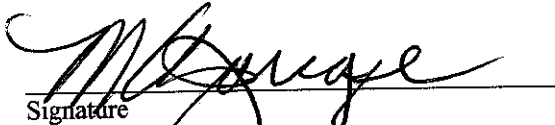
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
See Attached			

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

DISCLOSURE OF RETAINED PARTIES

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

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



Signature

March 23, 2007

Date

Michael A. Jarigese

Name (Type or Print)

Vice President

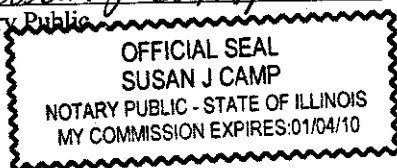
Title

Subscribed and sworn to before me

this 23rd day of March, 2007



Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451

PERFORMANCE AND PAYMENT BOND

Contract No. 1451

Bond No. 104908389

KNOW ALL MEN BY THESE PRESENTS, that we, Castle Construction Corporation,
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of
Markham, State of Illinois, as Corporate Principal, and
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut, 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 Twenty One Million Sixty Nine Thousand Dollars
and No Cents (\$21,069,000.00) 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 March 13, 2007, for the fabrication, delivery, performance and
installation of

7th District Police Station
1438 W. 63rd Street, Chicago, IL

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451

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 Twenty One Million Sixty Nine Thousand Dollars and No Cents (\$21,069,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 19th day of March, 2007, 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 (Seal)

City _____ State _____

CORPORATE SEAL

ATTEST:

Castle Construction Corporation
Corporate Principal

BY Kantreen M Palumbo
Kantreen M - Palumbo
Secretary
Title

BY Robert J Blum
Robert J Blum
President
Title

3062 W. 167th Street
Markham, IL 60428

Travelers Casualty and Surety Company of America

BY Gina M Damato
Gina M Damato
215 Shuman Blvd., Naperville, IL 60563

Corporate Surety
Attorney-In-Fact
Title

Business Address & Telephone
(630)961-7052

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Bill Thompson

Business Address: 215 Shuman Blvd., Naperville, IL 60563

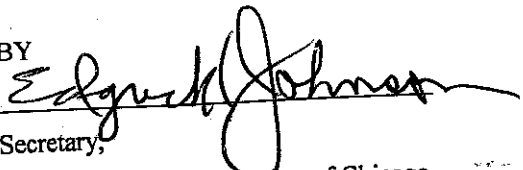
Telephone: 630-961-7045 Fax: 630-961-7020

The rate of premium of this Bond is \$ 8.50/M Decreasing per thousand. **
Total amount of premium charged is \$ 140,556.00 **

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

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Kathleen M. Palumbo, certify that I am the Corporate Secretary of Castle Construction Corporation, corporation named as Principal in the foregoing performance and payment bond, that Robert C. Blum 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.

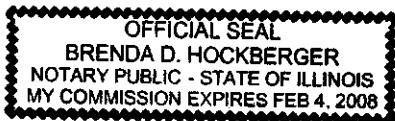
Dated this 20 day of March 2007.

CORPORATE SEAL

State of ILLINOIS
County of DUPAGE

On this 19th day of March, 2007, before me personally appeared Gina M. Damato, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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



Brenda D. Hockberger
(Notary Public)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218104

Certificate No. 001349417

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Dwight F. Miller, David C. Banks, Janice B. Kaplan, Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Barbara J. Bailey, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Erik Janssens, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathleen M. Anderson, Vaenessa Sims, Luisa Catalano, Marva Miller, Jeffrey Malecek, Kristy M. Kreger, Thomas N. Tague, Gabriel Jacquez, Brenda D. Hockberger, Meredith Day, Sarah A. Bibo, Michael A. Clark, Carlina A. Jewell, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Meyer, Stephanie Barranco, Patrick J. Brennan, Jr., Jennifer Fortier, Moises Alcantar, James P. Fagan, John F. L. Winans, Casey McCarthy, Dana Junk, Amar Patel, Heather J. Meneghetti and Lucy Samuel

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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 their corporate seals to be hereto affixed, this 15th day of December, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 15th day of December, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing 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 revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2007.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PUBLIC BUILDING COMMISSION OF CHICAGO

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7th District Police Station

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 Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (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.

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. 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 three (3) business days before bids are opened. Although all addenda will be faxed, emailed, or 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. 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 1. Failure of the

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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. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) 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 1 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.
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

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8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
9. The apparent 1st low and 2nd low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. 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.
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.

H. 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.

I. 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.

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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).

J. Basis of Award (Award Criteria)

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

K. Alternates

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

L. 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.

M. 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.

N. 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.

O. 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.

P. 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."

Q. Affidavit of Local Business

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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."

R. 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.

S. Disclosure of Retained Parties

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

T. 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.

U. 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.

V. 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.

W. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
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.

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X. 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.
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.

Y. 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.

Z. 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 2);
 - b) Addenda, if any;
 - c) Technical Specifications and Drawings;
 - d) Project Information, Instructions, and Execution Documents (Book 1);
 - e) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
 - f) 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.

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AA. Protests

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

Cook County Prevailing Wage for January 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	6.940	0.000	0.300
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON		ALL		38.200	40.200	2.0	1.5	2.0	6.790	5.620	0.000	0.170
CERAMIC TILE FINISHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		32.440	34.940	1.5	1.5	2.0	6.930	5.320	0.000	0.700
ELECTRIC PWR BOMT OP		ALL		36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.120	42.000	1.5	1.5	2.0	6.140	7.600	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRICIAN		ALL		36.300	38.900	1.5	1.5	2.0	9.530	7.250	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		40.745	45.840	2.0	2.0	2.0	7.775	5.090	2.445	0.400
FENCE ERECTOR		ALL		27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
LABORER		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MATERIAL TESTER I		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT 1		42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT 2		41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT 3		36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT 4		30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		35.600	37.600	2.0	2.0	2.0	7.500	10.84	0.000	0.750
PAINTER		ALL		34.400	38.700	1.5	1.5	1.5	6.200	6.400	0.000	0.390
PAINTER SIGNS		BLD		28.260	31.730	1.5	1.5	1.5	2.600	2.260	0.000	0.000
PILEDRIVER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER		BLD		37.600	39.600	1.5	1.5	2.0	8.660	6.900	0.000	0.940
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.150	26.000	1.5	1.5	2.0	4.180	2.400	0.000	0.000
SPRINKLER FITTER		BLD		37.500	39.500	1.5	1.5	2.0	8.000	5.850	3.600	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER		E ALL 1		29.150	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER		E ALL 2		29.400	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER		E ALL 3		29.600	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER		E ALL 4		29.800	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER		W ALL 1		29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER		W ALL 2		29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER		W ALL 3		30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER		W ALL 4		30.250	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TUCKPOINTER		BLD		34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

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

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection,

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

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

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. Boilers; 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 Scream; 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 Flbat; 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 78 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 (Baglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engine; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

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 Turntrailers 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 Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 15 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.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451

7th District Police Station

EXHIBIT #2

	Type of Work	Unit(s)	Approximate Qty.	Unit Price	Extended Price (Qty. x unit Price)
1	Transportation and disposal of contaminated soil. (unsuitable – over dig)	Tons	500	30.00	15,000.00
2	Excavation, transportation and disposal of contaminated soil. (unsuitable – over dig)	Tons	3000	45.00	135,000.00
3	Excavation, transport and disposal of in-place non-impacted soil (unsuitable – over dig)	Tons	500	25.00	12,500.00
4	Transportation and disposal of non-impacted soil (unsuitable – over dig)	Tons	500	25.00	12,500.00
5	Demolition, removal, transport and disposal of underground concrete remnants	Tons	1500	30.00	45,000.00
6	Excavation, transport and disposal of clean construction and demolition debris	Tons	1000	25.00	25,000.00
7	UST removal (tank of less than 2,000 gallon capacity)	Each	3	3,500.00	10,500.00
8	UST removal (tank of 2,001-5,000 gallon capacity)	Each	1	5,500.00	5,500.00
9	UST removal (tank of 5,001-10,000 gallon capacity)	Each	1	8,500.00	8,500.00
10	UST removal (tank of 10,001-20,000 gallon capacity)	Each	1	12,000.00	12,000.00
11	UST removal (tank > 20,000 gallon capacity)	Each	1	15,000.00	15,000.00
12	Bulk UST pump-out (liquids)	Gallons	20,000	0.50	10,000.00
13	Waste characterization sample analysis and obtain disposal authorization	Sample	6	2,000.00	12,000.00
14	Contaminated water – drummed	Drums	10	300.00	3,000.00
15	Contaminated water – bulk disposal	Gallons	20,000	0.50	10,000.00
16	Contaminated water – bulk permitted MWRD	Gallons	20,000	0.15	3,000.00
17	Additional Permeable Paver Base Material (CA-1)	Cubic Yard	1,000	38.00	38,000.00
18	Additional Asphalt Aggregate Sub-base (CA-6)	Cubic Yard	1,000	50.00	50,000.00
19	Additional Permeable Paver Base Material (CA-7)	Cubic Yard	1,000	40.00	40,000.00
20	Geotextile Filter Fabric	Square Foot	15,000	0.30	4,500.00
21	Site Survey – Survey Crew for Verification of Additional Excavation/Backfill Quantities	Each Site Survey	5	2,000.00	10,000.00
22	Audio Visual Systems Lump Sum Allowance	Lump Sum	1		50,000.00
23	Video Conferencing Lump Sum Allowance	Lump Sum	1		50,000.00
	Total Allowances				\$577,000.00

NOTES:

1. All work associated with the above allowance quantity shall be approved by the Commissioner's Representative in writing prior to proceeding.
2. Environmental Allowance is for the removal of unforeseen underground storage tanks and associated products, sludge and contaminated soil associated with the UST basin.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1451

7th District Police Station

3. **Discovered Conditions means soil excavation and backfilling below depths provided in plans and specifications due to the presence of unsuitable soil materials as determined by the Commission's Representative.**

7th CPD

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JB
CASTL-5

DATE (MM/DD/YYYY)
03/19/07

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

INSURED
Castle Construction Corp.
3062 W. 167th Street
Markham IL 60428

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lincoln General	
INSURER B: SeaBright Insurance Company	
INSURER C: American Guar & Liability	
INSURER D: Travelers Property & Cas	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	FLL 100116-00	09/30/06	09/30/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY	FAL 100117-00	09/30/06	09/30/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		EXCESS/UMBRELLA LIABILITY	AUC5916467	09/30/06	09/30/07	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$0					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BB1060920	09/30/06	09/30/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		EQUIPMENT FLOATER	QT6603982B663	09/30/06	09/30/07	\$1,000	DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
IT IS AGREED THAT THE PUBLIC BUILDING COMMISSION AND THE CITY OF CHICAGO ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY & NONCONTRIBUTORY BASIS ON THE ABOVE-NOTED AUTO POLICY AND ON THE ABOVE-NOTED GENERAL LIABILITY POLICY PER FORMS CG2010 10/01 & CG2037 10/01 RE: 7TH DISTRICT POLICE STATION/CCC#0704/CONT#1451. WAIVER OF SUB APPLIES ON THE GL & WC PER WRITTEN CONTRACT

Handwritten: 3/21/07

CERTIFICATE HOLDER	CANCELLATION
<p>PUBLIC BLDG COMMISSION OF CHICAGO RICHARD J. DALEY CENTER CHICAGO IL 60602</p> <p><i>Handwritten:</i> need copy for get need to R</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p><i>Handwritten:</i> R McWhorter</p>

Handwritten: getting Bldg 208-339-2600

1481

City of Chicago
7th District Police Station

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability**

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

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

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

5) **Professional Liability**

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

6) **Builders Risk**

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

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

7) **Railroad Protective Liability**

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

B. ADDITIONAL REQUIREMENTS

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

2/2/07Revision1
Builder's Risk

insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JB
CASTL-5

DATE (MM/DD/YYYY)
03/19/07

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

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INSURED

Castle Construction Corp.
3062 W. 167th Street
Markham IL 60428

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lincoln General	
INSURER B: SeaBright Insurance Company	
INSURER C: American Guar & Liability	
INSURER D: Travelers Property & Cas	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	FLL 100116-00	09/30/06	09/30/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FAL 100117-00	09/30/06	09/30/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	AUC5916467	09/30/06	09/30/07	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1060920	09/30/06	09/30/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER EQUIPMENT FLOATER	QT6603982B663	09/30/06	09/30/07	\$ 1,000 DEDUCTIBLE

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

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CERTIFICATE HOLDER

CANCELLATION

PUBLICB

PUBLIC BUILDING COMMISSION OF CHICAGO
RICHARD J. DALEY CENTER
CHICAGO IL 60602

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

R.L. McWhorter

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JB
CASTL-5

DATE (MM/DD/YYYY)
03/19/07

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

INSURED
Need Builders Risk
Castle Construction Corp.
3062 W. 167th Street
Markham IL 60428

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lincoln General	
INSURER B: Seabright Insurance Company	
INSURER C: American Guar & Liability	
INSURER D: Travelers Property & Cas	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FLL 100116-00	09/30/06	09/30/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FAL 100117-00	09/30/06	09/30/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESSUMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	AUC5916467	09/30/06	09/30/07	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	BB1060920	09/30/06	09/30/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		EQUIPMENT FLOATER	QT6603982B663	09/30/06	09/30/07	\$1,000 DEDUCTIBLE

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

IT IS AGREED THAT THE PUBLIC BUILDING COMMISSION AND THE CITY OF CHICAGO ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY & NONCONTRIBUTORY BASIS ON THE ABOVE-NOTED AUTO POLICY AND ON THE ABOVE-NOTED GENERAL LIABILITY POLICY PER FORMS CG2010 10/01 & CG2037 10/01 RE: [REDACTED] CCC#0704/
 [REDACTED] RIVER OF SUB APPLIES ON THE GL & WC PER WRITTEN CONTRACT

Handwritten: 3/21/07

CERTIFICATE HOLDER

PUBLIC B

PUBLIC BUILDING COMMISSION OF CHICAGO
 RICHARD J. DALEY CENTER
 CHICAGO IL 60602

CANCELLATION

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

Handwritten signature: R.R. McWhitty

Handwritten notes: need Builders Risk, need b/r

Handwritten notes: Bldg, 708-329-2600

1451

ACORD EVIDENCE OF PROPERTY INSURANCE

OF ID JB

DATE (MM/DD/YY)
03/21/07

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER COLUMBIAN AGENCY www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 R. LEE MCWETHY		PHONE/FAX (A/C, No. Ext): 815-485-4100 /		COMPANY Travelers Property Cas Company of America 215 Sherman Blvd Naperville IL 60563-8458	
AGENCY CUSTOMER ID # CASTL-5 INSURED Castle Construction Corp. & MBB Construction Group, Inc. 3062 W. 167th Street Markham IL 60428		LOAN NUMBER		POLICY NUMBER PENDING	
CODE:		SUB CODE:		EFFECTIVE DATE 05/03/07	
		EXPIRATION DATE 10/03/08		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
001

1438 W. 63rd Street
Chicago IL 60636

New construction/1 story/44,000 sq feet MNC police station


COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK/SPECIAL RE: 7TH DISTRICT POLICE FACILITY 1438 W. 63RD ST, CHICAGO, IL	\$21,000,000	\$5,000

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS CITY OF CHICAGO RICHARD J. DALEY CENTER CHICAGO IL 60602	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	LOAN #
AUTHORIZED REPRESENTATIVE 		

1451

ACORD EVIDENCE OF PROPERTY INSURANCE

OP ID JB

DATE (MM/DD/YY)
03/21/07

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CODE: AGENCY CUSTOMER ID #: CASTL-5 INSURED		SUB CODE:		LOAN NUMBER	
Castle Construction Corp. & MBB Construction Group, Inc. 3062 W. 167th Street Markham IL 60428		POLICY NUMBER PENDING		EFFECTIVE DATE: 05/03/07 EXPIRATION DATE: 10/03/08 CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
001

1438 W. 63rd Street
Chicago IL 60636

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COVERAGE INFORMATION	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK/SPECIAL RE: 7TH DISTRICT POLICE FACILITY 1438 W. 63RD ST, CHICAGO, IL	\$21,000000	\$5,000

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ADDITIONAL INTEREST

NAME AND ADDRESS PUBLIC BUILDING COMMISSION OF CHICAGO RICHARD J. DALEY CENTER CHICAGO IL 60602	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	LOAN #

AUTHORIZED REPRESENTATIVE
R. Lee McWethy

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JB
CASTL-5

DATE (MM/DD/YYYY)
03/19/07

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

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INSURED

Castle Construction Corp.
3062 W. 167th Street
Markham IL 60428

INSURERS AFFORDING COVERAGE	NAIC #
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COVERAGES

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		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	AUC5916467	09/30/06	09/30/07	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	BB1060920	09/30/06	09/30/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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CERTIFICATE HOLDER

PUBLICB

PUBLIC BUILDING COMMISSION OF CHICAGO
RICHARD J. DALEY CENTER
CHICAGO IL 60602

CANCELLATION

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R.L. McWhorter



March 13, 2007

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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

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

MARÍA N. SALDAÑA
President
Chicago Park District

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
MONTEL M. GAYLES

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

Robert C. Blum
Castle Construction Corporation
3062 W. 167th Street
Markham, IL 60428

RE: **Notice of Award**
Contract No.: 1451
Type of Work: General Construction/Site Improvements
Project: 7th District Police Station

Dear Mr. Blum:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on March 13, 2007 the Commission awarded to your company Contract No. 1451 in the amount of \$21,069,000.00.

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 March 20, 2007.

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

Sincerely,

Montel M. Gayles
Executive Director

cc: R. Giderof
Trinal
M. Jarigese