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TO BE EXECUTED IN DUPLICATE

BOOK 1:

**PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND
EXECUTION DOCUMENTS**

CONTRACT NO. 1468

**Norwood Park Satellite Senior Center
5801 North Natoma Avenue
New Construction
Project# DOA-06**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

Room 200
Richard J. Daley Center
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Any contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the drawings

January 2008

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I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of, Book 1, along with Book 2, Book 2A, Book 3, and the project drawings, all of which comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions. The order of precedence of the Contract Documents is set forth in Section III. Instructions To Bidders, Sub-Section Y, Order of Precedence.

II. PROJECT INFORMATION

A. General Information

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

**Norwood Park Satellite Senior Center
5801 North Natoma Avenue
New Construction
Project# DOA-06**

Bidders must be pre-qualified by the PBC to bid on this Project.

2. General Description of Scope of Work:
 - a. As further described in the detailed specifications and drawings, a 7,047 s.f., one story facility with masonry veneer, slab on grade, flat roof building linked to the existing Chicago Park District field house as an addition. Will contain separate MEP systems and include but not limited to a dining room, warming kitchen, lounge, library, computer room, fitness area, offices, meeting room, restrooms and mechanical spaces.
 - 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.
3. Construction Budget: \$2,300,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Department of Senior Services and City of Chicago
5. Project is located in Ward: 41st

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6. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Officer (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
7. Documents Available from: Blue Print Shoppe, 5130 N. Elston Ave, Chicago, IL, tel: 773-545-0308, attn: Kevin Girard
8. Online Construction Documents Available at: <http://www.pbcchicagoplanroom.com>
9. Pre-Bid Meeting Date, Time, and Location: **Wednesday, April 16, 2008** at 11:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
10. Technical Review Meeting: **Monday, April 21, 2008 at 1:00PM**
11. Bid Opening Date and Time: **Friday, May 2, 2008 at 2:00PM**
12. Amount of Bid Deposit: **5% amount of bid**
13. Administrative Fee: \$5,000
14. Amount of Commission's Contingency Fund: **\$100,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**

B. Time of Completion

The Work must be completed within **(200)** calendar days of the date indicated in the Notice to Proceed.

Punch List Work must be completed within 30 calendar days.

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$100,000.00.
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. Copies of Drawings and Specifications Furnished

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

E. 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

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for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses 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	\$2,500 per Day
Completion of Punch List Work	\$1,250 per Day
Completion of Base Contract Work at Project Substantial Completion if Commission occupies project	\$1,250 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 the time stipulated in the Contract for completing the Work and/or the Punch List Work, as well as any time extensions granted by Change Order.

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
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.

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III. INSTRUCTIONS FOR BIDDERS

A. Examination Of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) 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 Of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Contract Officer, fax 312-744-3572 or email; janicemeeks@cityofchicago.org. 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. Although all addenda will be faxed, emailed, or mailed to each Bidder 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.

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 for completing the Work as required by the Contract Documents.

D. Pre-Qualification Of Bidders

1. Unless otherwise indicated in Part II "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on the Projects. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. 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. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
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. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

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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, or any of the User Agencies on whose behalf the PBC constructs public buildings.
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 Form
 - 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 (if applicable)
 - 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

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c. Statement of Bidder's Qualifications

8. If the contract is open to bidders that are not pre-qualified as stated in Part II "Project Information", packages containing the forms for the financial statement, Disclosure Affidavit, 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 Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit: Time Period

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.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, faxed, e-mailed or otherwise 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.

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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.
3. If Bidder is a corporation, the President and Secretary must execute the bid. 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. 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.

K. MBE and WBE Commitments

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.

L. 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.

M. 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.

N. 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.

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O. 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.

P. 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 within five (5) days of receipt of notice to provide such Disclosure.

Q. 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 by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" 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.

R. Withdrawal Of Bids Before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, e-mail 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.

S. 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.

T. 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. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission

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may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

U. Canvassing of Bids

The PBC will canvass the Total Base Bids offered by all Bidders. If one or more of the Total Base Bids offered is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Award Criteria Figure.

If none of the Total Base Bids are less than the Construction Budget, PBC will deduct the Alternate #1 amount offered by each Bidder from each of the respective Total Base Bids and canvass the results. If one or more of the resulting "Total Base Bid minus Alternate #1" amounts is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Alternate #1 Award Criteria Figure.

V. Basis of Award

Award will be made to the responsive and responsible Bidder submitting the lowest Award Criteria Figure as determined in accordance with the "Canvassing of Bids" provisions above (Section U. of this Article III.) and otherwise responsive to all the requirements of the Contract Documents.

W. Alternates-Commission Discretion

Responsive Bidders will indicate the deductive price offered for Alternate #1 as indicated in the Bid Forms.

Acceptance of any Alternates will be in the sole discretion of the Commission. The Scope or Work for the Contract awarded pursuant to the Bid shall include all of the Work included in the Total Base Bid and as described in the Contract Documents less, as determined in the sole judgment of the Commission, the Scope of Work as described in Alternate #1.

The determination of the Commission to accept any Alternate offered shall be made after the bids are canvassed in accordance with the "Canvassing of Bids" provision above and before the Scope of Work to be included in the Contract is established and Contract award is made. The Commission may, after first determining which is the lowest responsive Bid by a responsible Bidder, determine that it is in the best interest of the PBC and the User Agency to increase the Construction Budget rather than accept any or all of the Alternates offered in the low bid.

X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract.
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.

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Y. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: 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

a) Insurance To Be Provided By the Contractor

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, illness or disease.

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, Chicago Park District 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, Chicago Park District, 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

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\$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, Chicago Park District, 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. 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, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Chicago Park District, 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 Public Building Commission, Chicago Park District and/or City of Chicago 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.

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 policy 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 will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1468

Norwood Park Satellite Senior Center

The Commission reserves 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, Chicago Park District, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission, Chicago Park District, and the City of Chicago 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.

3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must 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.
4. The Performance and Payment Bond shall be in the form provided herein, 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.
5. 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1468

Norwood Park Satellite Senior Center

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.

Y. 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. Addenda, if any;
 - b. Standard Terms and Conditions for Construction Contracts (Book 2), and Standard Terms and Conditions Procedures Manual; (Book 2A)
 - c. Technical Specifications (Book 3) and Drawings;
 - d. Project Information, Instructions to Bidders, and Execution Documents (Book 1);
 - e. Public Advertisement; and
 - f. Performance and Payment Bond.
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.

Z. 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.

AA. Licensing

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Park Satellite Senior Center

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1468, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1, 2, 3

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

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

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "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 Book 2 the Standard Terms and Conditions.

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

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

Name of Project:

Norwood Satellite Senior Center

STATE OF ILLINOIS

COUNTY OF COOK

} SS

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

Vice President

Title

and duly authorized representative of

Oakley Construction Co., Inc.

Name of General Contractor

whose address is

7815 S. Cloverment

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Oakley</u>	<u>General</u>	<u>\$555,000</u>	\$
<u>T+D Excavation</u>	<u>Excavation</u>	<u>\$7,000</u>	\$
<u>E. King Const.</u>	<u>Trucking</u>	\$	<u>\$12,000</u>
<u>Atrium</u>	<u>Landscaping</u>	\$	<u>\$20,000</u>
<u>Evergreen Supply</u>	<u>Elect. Supplies</u>	\$	<u>\$90,000</u>
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		<u>\$622,000</u> ^{NSK}	<u>\$122,000</u>
Percent of Total Base Bid		<u>27.44</u> % ^{NSK}	<u>5.28</u> %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Oakley Construction Co. Inc.

Name of Contractor (Print)

5-2-08

Date

(773) 434-1616

Phone

Anthony J. Kwakus

Signature

Vice President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: NORWOOD SATELLITE SENIOR CENTER

Project Number: 1468

FROM:

T & D EXCAVATION AND GRADING, INC MBE WBE
(Name of MBE or WBE)

TO:

OAKLEY 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 Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated NOVEMBER 23, 2007. 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

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

\$ 79,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As**

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

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

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.

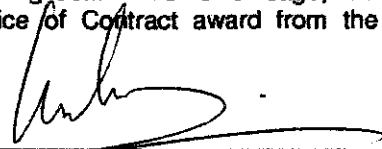
15 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

T & D EXCAVATION AND GRADING, INC.



Name of MBE/WBE Firm (Print)

MAY 2, 2008

Signature

MOHAMMED YASEEN

Date

630-543-4400

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone

* Since T & D does not self perform trucking on all our projects, we intent to sub-contract at least 15% of Trucking work to a 'WBE' Firm "E. KING TRUCKING".



November 23, 2007

Mohammed Yaseen, Vice President
T & D Excavation & Grading, Inc.
20W327 Belmont Place
Addison, Illinois 60101

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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

Annual Certificate Expires: October 1, 2008
Vendor Number: 1060724

Dear Mr. Yaseen:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 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:

Demolition and Excavation 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 Lypson
Deputy Procurement Officer

LAL/mck

IL UCP HOST: IDOT



BUILDING CHICAGO TOGETHER





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Laura A. Lumpkin
Procurement Officer

Room 403
North LaSalle Street
Chicago, Illinois 60602
Tel: 744-4900
Tel: 744-2949 (TTY)
www.cityofchicago.org

June 28, 2007

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

Annual Certificate Expires: August 1, 2008
Vendor Number: 1063959

Dear Ms. King:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 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:

Intrastate Trucking and Hauling

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

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

Sincerely,


Lori Ann Lyson
Deputy Procurement Officer

LAL/ymj



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1468
Norwood Satellite Senior Center

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: NORWOOD SATELLITE SENIOR CENTER

Project Number: 1468

FROM:

E. KING CONSTRUCTION MBE _____ WBE
(Name of MBE or WBE)

TO: T & D EXCAVATION AND GRADING, INC.
OAKLEY 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 Corporation
- a Partnership
- a Joint Venture

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

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

TRUCKING

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

\$ 12,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1468
Norwood Satellite Senior Center

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

PARTIAL PAY ITEMS

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

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:

E. KING CONSTRUCTION
Name of MBE/WBE Firm (Print)
MAY 2, 2008
Date
773-284-9800
Phone

Elaine King
Signature
ELAINE KING
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1468
Norwood Satellite Senior Center

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Norwood Satellite Senior Center

Project Number: 1468

FROM:

ATRIUM MBE _____ WBE
(Name of MBE or WBE)

TO:

Oakley Construction Co and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 4-30-08. 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.

LANDSCAPING SERVICES

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

\$ 20,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1468
Norwood Satellite Senior Center

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

ATRIUM
Name of MBE/WBE Firm (Print)
9.9.08
Date
708.246.9300
Phone

Kathleen Bruch
Signature
KATHLEEN BRUCH
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

Montel M. Gayles
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>

April 30, 2008

Kathleen Bruch, President
Atrium, Inc.
4313 Central Avenue
Western Springs, Illinois 60558

Dear Ms. Bruch:

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 **June 1, 2008**.

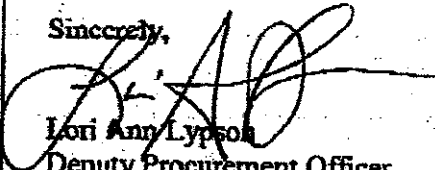
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Landscaping Services

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

Sincerely,


Lori Ann Lyons
Deputy Procurement Officer

mck



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1468
Norwood Satellite Senior Center

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Norwood Park Satellite Senior Center

Project Number: 1468

FROM:

Evergreen Supply MBE _____ WBE
(Name of MBE or WBE)

TO:

Oakley 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 8-30-07. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Equipment and lighting & basic material

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

net 30

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468
Norwood Satellite Senior Center

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Evergreen Supply
Name of MBE/WBE Firm (Print)
5-5-2008
Date
773-3754750
Phone

Patricia A. Cunningham
Signature
Patricia A. Cunningham
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, 2007

Colleen Kramer, President
Evergreen Supply Co.
9901 S. Torrence Avenue
Chicago, IL 60617

Annual Certificate Expires: October 1, 2008
Vendor Number: 1008119

Dear Ms. Kramer:

We are pleased to inform you that Evergreen Supply Company, Inc. has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 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:

Distributor of Electrical Material

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

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

Sincerely,


Lori Ann Lytson
Deputy Procurement Officer

LAL/bk

IL UCP HOST: IDOT



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

BID FORM

	AMOUNT
Work	\$2,171,254.28
Site Work Allowance	\$39,000.00
Commission's Contingency Fund	\$100,000.00
TOTAL BASE BID	\$2,310,254.28

AWARD CRITERIA FIGURE ("A")

(See Section V. Proposal Support Document, line 15, column ("A") of Award Criteria Figure):

\$ 2,206,292.84

Alternate #1 (DEDUCT)

-\$ 61,000

Total Base Bid Minus Alternate #1

\$ 2,249,254.28

*Alternate #1 Award Criteria Figure ("B")

\$ 58,255.00

*(See Section V. Proposal Support Document, insert above the Award Criteria figures from line 15, columns "B").

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

Employers Mutual Casualty Co.
1815 S. Meyers Rd Ste 500
Oakbrook, Ill. 60181-5001

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

ALTERNATES (if any are solicited by the Contract Documents):

Accepted by
the
Commission

Yes No

Alternate Description

Proposed Alternate
Price

Alternate #1- (DEDUCT), DELETION OF THE PARKING AREA, ENTRANCE DRIVEWAY AND RELATED LANDSCAPING, LIGHTING AND STORM DRAINAGE PROVISIONS INCLUDING REPLACEMENT OF NEW TREES, SITE CLEARANCE, DEMOLITION OF EXISTING PAVING AND TREES.

-\$ (601,000)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

SITE WORK ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$30.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$30.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$8.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.50
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only.	Cubic Yards	\$25.00
8	UST Removal (Tank < 5000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$28,100.00
9	UST Removal (tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$44,000.00
10	UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	\$55,000.00
11	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$350.00
12	Bulk UST pump out (Liquids)	Gallons	\$0.50
13	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
14	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,500.00
15	Contaminated water - hauling and disposal of drums	Drums	\$300.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

16	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.50
17	Pumping and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.15
18	Furnish, place and compact base material CA-1	Ton	\$20.00
19	Load, place and compact on-site base material CA-1	Cubic Yards	\$12.00
20	Furnish, place and compact aggregate material CA-6	Ton	\$18.00
21	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$13.00
22	Furnish, place and compact drainage material CA-7	Ton	\$21.00
23	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
24	Furnish and place geotextile filter fabric	Square Yard	\$2.70
25	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
26	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$163.00
27	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$215.13

Total Allowance Fund = \$39,000.00

Notes:

1. All work associated with the above Allowance Schedule shall be approved in writing by the Authorized Commission representative prior to proceeding.
2. Authorized Additional Excavation and replacement material will be paid for in accordance with the above Allowance Schedule.
3. Authorized Additional Excavation means excavation below subgrade elevations as provided in the plans and specifications due to the presence of unsuitable soil materials as determined by the Authorized Commission representative.
4. The Unit Prices in this Allowance Schedule include all overhead and profit.
5. All unused portions of the Allowance Funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and acceptance of the work.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

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

Edward Johnson
Secretary

Richard M. Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Casley Construction Co. Inc.
Contractor Name

7815 S. Claremont Ave Chicago, IL 60620
Address

If a Corporation:

By Anthony Kwahung

President - Vice President
Title of Signatory

ATTEST:

By Shebetta Groce-Burt

Asst. Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

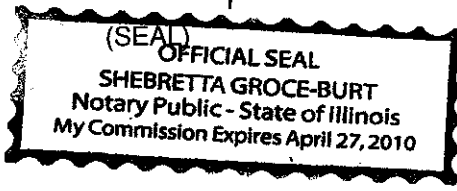
If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of Cook State of IL
Subscribed and sworn to before me on this 2 day of May, 2008.

Shebetta Groce-Burt
Notary Public Signature
Commission Expires: 4-27-10



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

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

Oakley Construction Co. Inc.
a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on 11-21, 2007, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:


WHEREAS, this corporation submitted a bid, dated May 2, 2008 to the Public Building Commission of Chicago, for Contract No. 1468 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: Augustine Hryciw
Vice President: Anthony S. Kupfers
Secretary: Anthony S. Kupfers
Treasurer: Augustine Hryciw
Assistant Secretary: _____



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 2nd day of May, 2008.

Anthony S. Kupfers
Secretary - Vice President

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

V. 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

	("A") Total Base Bid	("B") Total Base Bid Minus Alternate #1
Line 1. Base Bid, in figures	\$ <u>2,310,254</u>	\$ <u>61,000</u>
Line 2. Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>150</u> %	<u>150</u> %
Line 3. Multiply Line 2 by Line 1 by 0.04	\$ <u>46,205⁰⁹</u>	\$ <u>1,220</u>
Line 4. Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>150</u> %	<u>150</u> %
Line 5. Multiply Line 4 by Line 1 by 0.03	\$ <u>34,653⁸¹</u>	\$ <u>915</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>50</u> %	<u>50</u> %

PUBLIC BUILDING COMMISSION OF CHICAGO

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Line 7.	Multiply Line 6 by Line 1 by 0.01	\$ <u>11,551.27</u>	\$ <u>305</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>.10</u> %	<u>.10</u> %
Line 9.	Multiply Line 8 by Line 1 by 0.04	\$ <u>9241.⁰⁰</u>	\$ <u>244</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.00</u> %	<u>0.00</u> %
Line 11.	Multiply Line 10 by Line 1 by 0.03	\$ <u>—</u>	\$ <u>—</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>.10</u> %	<u>.10</u> %
Line 13.	Multiply Line 12 by Line 1 by 0.01	\$ <u>2,310.25</u>	\$ <u>61.00</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	\$ <u>1,03,961.44</u>	\$ <u>2,745</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	\$ <u>2,206,292⁸⁴</u> "A"	\$ <u>58,255</u> "B"

Award Criteria Figures (Insert Line 15, columns ("A" and "B") of Award Criteria Formula on Bid Form pg.15).

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 V.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 V "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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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Norwood Satellite Senior Center

"Residents of the project community" shall mean persons domiciled within the project area as designated by the Executive Director.

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

4. Liquidated Damages

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

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

- 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

PUBLIC BUILDING COMMISSION OF CHICAGO

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damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

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

- 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

TRADE PARTICIPATION

PERCENT OF MINORITY

PUBLIC BUILDING COMMISSION OF CHICAGO

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Norwood Satellite Senior Center

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Anthony S. Kwakeng, being first duly sworn, deposes and says that:

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

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

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

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

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

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

Anthony S. Kwakeng
(Signed)
Vice - President

(Title)
Subscribed and sworn to before me this 2 day of May 2008

Shebetta Groce-Burt

Notary
(Title)
My Commission expires: 4-27-10



PUBLIC BUILDING COMMISSION OF CHICAGO

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Norwood Satellite Senior Center

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

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Norwood Satellite Senior Center

SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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Norwood Satellite Senior Center

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

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

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

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	Westinghouse H.S. (S.V)	Miles Lewis (S.V)	Metra Rock Island	New 28th Wood		
Contract With	PBC	PBC	Metra	City		
Estimated Completion Date						
Total Contract Price	10,364,247	5,065,535	1,905,520	2,400,007		
Uncompleted Dollar Value if Firm is the GC	3,621,895	682,166	1,733,562	399,660		
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Supervision	109,472 ⁷¹					
Carpentry	94,630	62,395		23,650		
Clean up	25,654					
Hand Compaction		16,000				
Pipe Guard Labor		16,500				
Gen. Conditions	245,280	22,548		95,947		
Allowance			160,000			
			599,870			
TOTALS	474,766	117,443	759,870	119,597		

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor			N.N. BenCast	Shepard Const	
Type of Work	Sewer	Site concrete	Sewer	Driveway	
Subcontract Price	146,723	170,000	531,789	74,300	
Amount Uncompleted	7,473	132,223	443,670	21,000	
Subcontractor	C. Shomo	Great Lake	Moranji	T&D	
Type of Work	Causeway	Food Serv.	landscaping	Base Course	
Subcontract Price	286,000	306,000	50,565	1692,000	
Amount Uncompleted	256,000	62,896	50,565	141,000	
Subcontractor	K&K Iron	Ability	Midwest Fence	Engine	
Type of Work	steel	paving	signs	paving	
Subcontract Price	6,543,614	63,000	60,244	283,250	
Amount Uncompleted	6,037,784	63,000	60,244	1,375	
Subcontractor	Phoenix Pool		Home. Trans	City Construction	
Type of Work	Pool	Durant Allowance	Tree Removal	Sewer	
Subcontract Price	580,000	88,500	20,862	86,000	
Amount Uncompleted	154,500	88,500	20,862	3,275	
Subcontractor		Altiun	Kate & Sons	Bell Cabinet	
Type of Work	fd Service eq.	landscaping	Concrete	Wood Work.	
Subcontract Price	418,850	190,600	104,178	61,700	
Amount Uncompleted	418,850	158,600	104,178	61,700	
Subcontractor	PRECISION	Center busy	Durabitt	Front Runner	
Type of Work	DOORS	Site furn	fence	Alum.	
Subcontract Price	467,000	13,008	59,985	42,500	
Amount Uncompleted	376,217	10,004	59,985	23,025	
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor			RMC Elect	Cubac	
Type of Work	Window Treatment		Electrical	HVAC	
Subcontract Price	48,000		209,927	123,000	
Amount Uncompleted	48,000		209,927	26,900	
Subcontractor			Mark-It Corp	Bertocchi	
Type of Work	Metal Letters		Striping	Plumbing	
Subcontract Price	17,500		6,161	52,000	
Amount Uncompleted	17,500		6,161	11,740	
Subcontractor	Superid		Professional	Cutting edge	
Type of Work			Survey	Elect	
Subcontract Price	247,675		18,100	90,450	
Amount Uncompleted	247,675		18,100	13,567	
Subcontractor				Superid	
Type of Work	Lockers			Flooring	
Subcontract Price	416,800			13,100	
Amount Uncompleted	416,800			8,151	
Subcontractor				Johnson	
Type of Work				Painting	
Subcontract Price				8,050	
Amount Uncompleted				8,050	
Subcontractor				Pacific Supply	
Type of Work				Toilet Ac	
Subcontract Price				5,300	
Amount Uncompleted				5,300	
TOTAL Uncompleted	2,546,799	515,223	973,692	280,063	

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

Affidavit of Uncompleted Work (continued)

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

Anthony S. Kurleng
Signature

5-2-08
Date

Anthony S. Kurleng
Name (Type or Print)

Vice President
Title

Oakley Construction Co. Inc
Bidder Name

7815 S. Claremont Ave
Address

Chicago IL 60620
City State Zip

Subscribed and sworn to before me
this 2nd day of May, 2008

Shebetta Groce-Burt
Notary Public

(SEAL)



Commission expires: 4-27-10

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

Statement Of Bidder's Qualifications

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder Oakley Construction Co. Inc
 Submitted By Anthony S. Kozicki
 Title Vice President
 Permanent Main Office Address 7815 S. Claremont Ave
 Local Address 7815 S. Claremont Ave
60620
 Local Telephone No. and FAX No. (773) 434-1016, (773) 434-2134

How many years operating as contractor for work of this nature? 13 years

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	<u>Bucktown Library</u>			
2.	<u>Chicago, IL</u>	<u>4,497,000</u>	<u>2005</u>	<u>New Const</u>
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

(a) Corporation Name

Oakley Construction Co. Inc.

(b) State and City in which incorporated

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

Jeffrey A. Kruegelman, 725 N. Clark Ch. IL

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

Augustine Akiye President

Anthony Kwakeng Vice President

If submitted by a partnership:

(a) Firm Name

N/A

(b) Official Address

(c) Names of all Partners:

If submitted by an individual:

(a) Firm Name

N/A

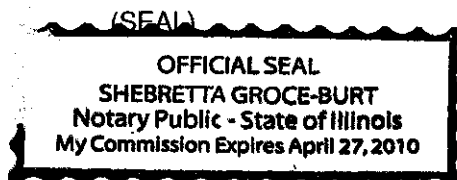
(b) The Owner

(c) Official Address

Anthony Kwakeng
Signature of Affiant

Subscribed and sworn to before me this 2nd day of May 2008

Shebretta Groce-Burt
Notary Public
My Commission expires: 4-27-10



Contract 1468-Norwood Park Satellite Senior Center

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: # 1468

2. Name of Contractor: Oakley Construction Co. Inc.

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

Retained Parties: **See Attached Sheet**

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

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

RETAINED PARTIES:

NAME	BUSINESS ADDRESS	RELATIONSHIP (attorney, Lobbyist, Subcontractor, etc.)	FEES(indicate whether paid or estimated)
Lorusso Cement Contractors	1090 Carolina Drive, West Chicago, IL 60185	Subcontractor	\$138,000.00 (est.)
Power & Lighting	4420 Soo Line Lane, Schiller Park, IL 60716	Subcontractor	\$231,210.00 (est)
Bertocchi Plumbing	16967 S. Vincennes, South Holland, IL 60473	Subcontractor	\$124,000.00(est)
T&D Excavating	20W327 Belmont Pl, Addison, IL 60101	Subcontractor	\$79,000.00 (est)
Schererville Steel	1050 Kennedy, Schererville, IN 46375	Subcontractor	\$137,350.00 (est)
LaForce	691 Execuite Dr, Willow Brook ,IL 60527	Subcontractor	\$25,000.00 (est)
Atrium	4313 Central Ave, Western Springs, IL 60558	Subcontractor	\$26,000.00 (est)
CJ Erickson Plumbing Co.	4141 W. 124 th Pl., Alsip, IL 60803	Subcontractor	\$207,500.00 (est)
Great Lakes West	24476 Red Arrow Hwy, Mattawan, MI 49071	Subcontractor	\$34,000.00 (est)

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.

Augustine Afriyie
Signature

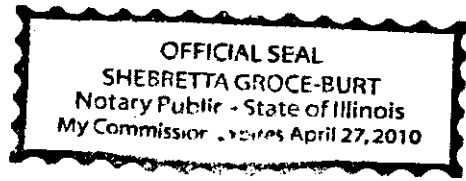
7/14/08
Date

Augustine Afriyie
Name (Type or Print)

President
Title

Subscribed and sworn to before me
this 14th day of July, 2008
Shebretta Groce-Burt

Notary Public



RECEIVED

JUL 14 2008

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1468

PERFORMANCE AND PAYMENT BOND

Contract No. 1468

Bond No. S370836

KNOW ALL MEN BY THESE PRESENTS, that we, Oakley Construction Company, Inc.,
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as Corporate Principal, and

Employers Mutual Casualty Company
1815 S. Meyers Road, #500
Oakbrook Terrace, IL 60181-5001

a corporation organized and existing under the laws of the State of Iowa, with offices in the State of
IL, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Two Million Three Hundred Ten Thousand Two
Hundred Fifty Four Dollars and Twenty Eight Cents (\$2,310,254.28) 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 July 8, 2008, for the fabrication, delivery, performance and
installation of

Norwood Park Satellite Senior Center
5801 North Natoma Avenue, 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. 1468

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 Two Million Three Hundred Ten Thousand Two Hundred Fifty Four Dollars and Twenty Eight Cents (\$2,310,254.28), 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. 1468

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7-10-08, 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:

Shelitta Grace-Bent
Name

BY _____ (Seal)
Individual Principal

7815 S Claremont Ave
Business Address

Individual Principal (Seal)

Chicago IL
City State

CORPORATE SEAL

ATTEST:

Oakley Construction Company, Inc.
Corporate Principal

BY Anthony S. Kwiaty
Secretary
Title

BY [Signature]
President
Title

7815 S. Claremont
Chicago, IL 60620

Employers Mutual Casualty Company
Corporate Surety

BY Patsy Colazzo
Patsy Colazzo
847-303-6800
Business Address & Telephone

Attorney-in-Fact
Title

4811 Emerson Ave., #102
Palatine, IL 60067

CORPORATE SEAL

FOR CLAIMS (Please Print):
Contact Name: Cindy Conboy

Business Address: 1815 S. Meyers Road, #500, Oakbrook Terrace, IL 60181-5001

Telephone: 630-613-1100 Fax: 630-620-8034

The rate of premium of this Bond is \$ 14.40/8.70 per thousand **
Total amount of premium charged is \$ 22,949.00 **
Twenty Two Thousand, Nine Hundred Forty Nine and 00/100

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No 1468

** Must be filled in by the Corporate Surety

BOND APPROVAL

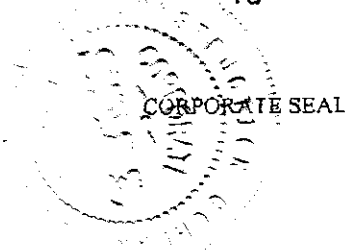
BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Anthony S. Kwatey certify that I am the _____ Secretary of Oakley Construction Company Inc., corporation named as Principal in the foregoing performance and payment bond, that _____ 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 10th day of July 2008.



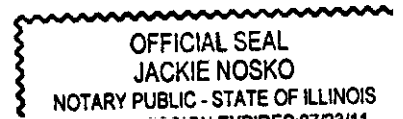
STATE OF Illinois)
COUNTY OF Cook)

ON this 10th Day of July, 2008, before me came, Patsy Collazo, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT of Employers Mutual Casualty Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Notary Public



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CARL DOHN JR, WILLIAM P. MAHER, PATSY COLLAZO, KAREN DOHN, GARY W. PETRIE, INDIVIDUALLY, PALATINE, ILLINOIS.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2010 unless sooner revoked.

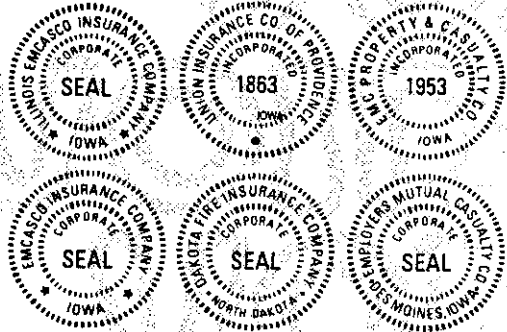
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30TH day of JANUARY, 2007.

Seals



Bruce G. Kelley

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Jeffrey S. Birdsley

Jeffrey S. Birdsley, Assistant Secretary

On this 30TH day of JANUARY AD 2007 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2009.

Ruta Krumins

Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 30, 2007 on behalf of CARL DOHN JR, WILLIAM P. MAHER, PATSY COLLAZO, KAREN DOHN, GARY W. PETRIE are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of July, 2008.

David L. Hixenbaugh

Vice-President

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1468

Norwood Satellite Senior Center

Document Submittal Checklist

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

1. _____ 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)
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 (if applicable)
12. _____ Affidavit of Uncompleted Work
13. _____ Proof of Ability to Provide Bond
14. _____ Proof of Ability to Provide Insurance
15. _____ General Contractor's License

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. _____ Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

_____ **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).

Cook County Prevailing Wage for April 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220	
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310	
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300	
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440	
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490	
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170	
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340	
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700	
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280	
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220	
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280	
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750	
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000	
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350	
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600	
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310	
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300	
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220	
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490	
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000	
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440	
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440	
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220	
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220	
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	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	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000	
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000	
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000	
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	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		37.350	39.600	2.0	2.0	2.0	7.750	12.09	0.000	0.500	
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420	
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000	
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490	
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120	
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400	
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980	
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	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		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000	
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500	
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300	
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440	
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280	
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320	
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480	
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000	
TRUCK DRIVER		E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER		W	ALL	1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000

TRUCK DRIVER	W	ALL 2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD	36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any

and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

MARBLE FINISHER

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

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 Screed; Rock Drill self-propelled; Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

TRAFFIC SAFETY

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

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

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

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

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

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

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.

7-7872

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID KR OAKLE-1 DATE (MM/DD/YYYY) 07/14/08

PRODUCER Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle IL 60532 Phone: 630-245-4600 Fax: 630-245-4601		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Oakley Construction Co., Inc. 7815 S. Claremont Avenue Chicago IL 60620		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American	
		INSURER B: Amer. Guarantee & Liability	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

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 <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO937965204	04/01/08	04/01/09	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 - COMPOP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP937965404	04/01/08	04/01/09	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	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	AUC596630800	04/01/08	04/01/09	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC937965104	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

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

Re: Project #DOA-06, Contract No. 1468, Norwood Park Satellite Senior Center

Primary and Non-Contributory Additional Insureds on General Liability, Auto & Umbrella and Waiver of Subrogation on General Liability in favor of:

(See page 2)

7/17/08 *MSK*

CERTIFICATE HOLDER Public Building Commission of Chicago; Richard J. Daley Center, Room 200 50 West Washington Street Chicago IL 60602	PUBLI-2	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Karen Ryan <i>Karen Ryan</i>
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NOTEPAD:

HOLDER CODE

PUBLI-2

OAKLE-1

PAGE 2

INSURED'S NAME

Oakley Construction Co., Inc.

OP ID KR

DATE 07/14/08

Re: Project #DOA-06, Contract No. 1468, Norwood Park Satellite Senior Center

Primary and Non-Contributory Additional Insureds on General Liability, Auto & Umbrella and Waiver of Subrogation on General Liability in favor of:

- Public Building Commission
- Chicago Park District
- The City of Chicago, their respective Board members, employees, elected officials, officers, or representatives



INSURANCE BINDER

OP ID KS DATE (MM/DD/YYYY)
07/14/2008

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle IL 60532 Kim Sawicki PHONE (A/C, No, Ext): 630-245-4600 FAX (A/C, No): 630-245-4601		COMPANY Travelers Prop & Cas Co of Am	BINDER # 4978
CODE: SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BINDER NORWOOD	
AGENCY CUSTOMER ID: OAKLE-1		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Contract #1468, Norwood Park Satellite Senior Center, Project #10010	
INSURED Oakley Construction Co., Inc 7815 S Claremont Chicago IL 60620			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> Builders Risk	Limit of Insurance Temporary Storage Transit	2,500 2,500 2,500	100 100 100	\$2,310,254 \$300,000 \$300,000
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMP/OP AGG	\$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
			\$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT	\$	
SPECIAL CONDITIONS/ OTHER COVERAGES Additional Insured and Loss Payee: The Public Building Commission; Chicago Park District; City of Chicago		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
		FEE	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESS

<i>7/17/08</i> <i>ms</i>	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE Kim Sawicki <i>Kimberly A. Sawicki</i>		

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 1 TO CONTRACT NO. 1468

**Norwood Park Senior Satellite Center
For
New Construction**

DATE: Friday, April 25, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

Change 1: Article II, section A. ADD 18. For purposes of the community hiring bonus "Residents of the project community" shall mean persons domiciled within the Norwood Park Community Area as designated by the Executive Director, Public Building Commission of Chicago.

CHANGES TO DRAWINGS

- Change 1: **Sheet A-202.** In Entrance Vestibule 101 relocate **Ceiling Unit Heater**, 8" away from the Front Door 101A and centered in the Vestibule.
- Change 2: **Sheet S-200.** Revise Note 5 statement, "PROVIDE DOUBLE BACK TO BACK ANGLE WITH (2)-1/2" STUDS x 4" LONG. AT BEARING, GROUT SOLID. (PROVIDE MIN. 8" BEARING EACH SIDE OF OPENING)" to read "**PROVIDE DOUBLE BACK TO BACK ANGLE AND 6"x6"x3/8" STEEL BEARING PLATE WITH (2)-1/2" STUDS x 4" LONG AT BEARING, GROUT SOLID. (PROVIDE MIN. 6" BEARING EACH SIDE OF OPENING)**"
- Change 3: **Sheet M-101.** Remove **diffuser tag** "E-50-S/6NK(TYP)" and 6" duct branch from the north end of Main Corridor 124 at Line C/1.4.
- Change 4: **Sheet M-101.** Remove **diffuser tag** "E-50-S/6NK(TYP)" and ceiling diffuser above Door 124A at the northwest end of the East Corridor 125.
- Change 5: **Sheet M-101.** At tag "A-50-S/6NK(TYP)" for diffuser on south side of North Corridor 127 **revise diffuser type** to "E-100-S/6NK(TYP)".
- Change 6: **Sheet E-001,** Lighting Fixture Schedule. Under **Fixtures C & C-EM**, replace equivalent SPI Lighting PIW1014 with SPI lighting EIW3146 w/(2) FM42W/GX24Q.
- Change 7: **Sheet E-001,** Lighting Fixture Schedule. Under **Fixtures C1 & C1-EM** replace equivalent SPI Lighting PIW1004 with SPI Lighting EIW1522 w/(1) FM32W/GX24Q.
- Change 8 **Sheet E-100: ELECTRICAL-SITE PLAN**
- Revise NOTE-10 on Sheet E-100 to read:

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

INCOMING UNDERGROUND PRIMARY ELECTRICAL SERVICE FEEDERS, CABLE, ELECTRICAL TRANSFORMER, TRANSFORMER PAD AND ALL ASSOCIATED ELECTRICAL EQUIPMENT AND LABOR REQUIRED TO PROVIDE PRIMARY ELECTRICAL SERVICE TO THE ADDITION TO BE FURNISHED AND INSTALLED BY CHICAGO PARK DISTRICT.

CHICAGO PARK DISTRICT WILL SPLICE PRIMARY CABLE AND PROVIDE MANUAL PULL CUT-OFF BETWEEN COMED AND PARK DISTRICT TRANSFORMERS, LOCATED NORTH OF THE EXISTING FIELD HOUSE IN THE POOL PUMP BUILDING, AND ROUTE PRIMARY CABLES THROUGH EXISTING SPARE UNDERGROUND DUCTS, TO A MANHOLE IN THE PUBLIC WAY, ADJACENT TO NATOMA AVE.

FROM THE MANHOLE, CHICAGO PARK DISTRICT WILL DIRECTIONAL BORE TO THE NEW PAD-MOUNTED TRANSFORMER LOCATED AT THE SOUTHEAST CORNER OF THE ADDITION. CHICAGO PARK DISTRICT WILL COORDINATE ROUTING AND INSTALLATION WITH OTHER UTILITIES.

SECONDARY SERVICE CONNECTION FROM THE TRANSFORMER TO THE MAIN DISTRIBUTION PANEL WILL BE BY THE ELECTRICAL CONTRACTOR. REFER TO SHEETS E-301 AND E-401 FOR ADDITIONAL INFORMATION.

END OF ADDENDUM NO. 1

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 2 TO CONTRACT NO. 1468

**Norwood Park Senior Satellite Center
For
New Construction**

DATE: Wednesday, April 30, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO DRAWINGS

- Change 1: **Sheet E-100.** On Electrical Site Plan, **DELETE** "EXTERIOR C/T CABINET WITH METER." New Incoming Underground Secondary Electrical Service Feeders will be provided from the Transformer directly to the Main Distribution Panel.
- Change 2: **Sheet E-401.** On Electrical Riser Diagram, **DELETE** "400A 120/208V 3PHASE, 4W, EXTERIOR C/T CABINET WITH METER." New Incoming Underground Secondary Electrical Service Feeders will be provided from the Transformer directly to the Main Distribution Panel.
- Change 3: **Drawing P001 - Material list.** Add OSW-1 Open site waste, 2" trap with 4" funnel, JR Smith 3820 or equal.
- Change 4: **Drawings P102 & P301.** Main vent for toilet battery to be 4". Vent thru roof to be 4"x5".
- Change 5: **Drawing M101.** Exhaust hood in kitchen area to be Greenheck Model GO, type 2 canopy hood. Inside edge of hood to overhang oven by 6" on front and sides.
- Change 6: **Drawing M101.** Duct feeding the library and the above diffuser to be 14x12.
- Change 7: **Drawing M101.** Duct feeding the kitchen to be 12x12. The (2) branches feeding diffusers to be 8x12.
- Change 8: **Drawing M101.** Duct feeding the reception area, computer lab and meeting room to be 14x12.
- Change 9: **Drawing M101.** Delete diffuser in fitness closet.
- Change 10: **Drawing M101.** Diffuser in Entrance Corridor 102 to be type E, 100 cfm, 8" neck.
- Change 11: **Drawing M301 - Detail 6.** Add notation to provide auxiliary drain pan under each furnace unit. The drain pan shall be galvanized steel, extending 3" beyond the unit on all sides, with 1-1/2" lip. Provide water level detector wired to shut down unit in the event of overflow. As depicted in the detail, provide (2) drains from each furnace, (1) for cooling coil drain pan condensate and (1) for furnace condensate, each pipes to an adjacent open site drain.
- Change 12: **Drawing M301 - Detail 5.** Provide manual volume damper in the tempered OAI and exhaust connection to each furnace.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 13: **Drawing M301 - Detail 8.** Provide motorized dampers in the outside air intake inlet and exhaust discharge connections to the ERU. Provide flexible duct connections at all connections. Main duct sizes to be as shown on plans. Reduce duct size to 14"x14" for sections of the main serving no more than 2 furnaces.
- Change 14: **Drawing M501 - Condensing unit schedule.** Revise tonnage of CU-1 to 2 tons to match furnaces, model number for all units to be Carrier 24ACA3 in lieu of 24ABA3 (old product #).
- Change 15: **Drawing M501 - Electric duct heater schedule.** Provide with 3 stages of control and matching duct mounted thermostat.
- Change 16: **Drawing M501 - Diffuser schedule.** Type A diffuser to be (2) 1" slots.
- Change 17: **Drawing M501 - Energy Recovery Unit Schedule.** Alternate model number to be Renewaire HE4XINH.
- Change 18: **Drawing E102.** Provide separate power feed to new fans TE-2A & TE-2B utilizing lighting circuits in lieu of single fan TE-2. Fans to be controlled thru light switch within respective toilet room.
- Change 19: **Drawing A-202 – Reflected Ceiling Plan. DELETE** supply air diffuser in ceiling of Fitness Closet 109, south wall. Revise ceiling detail tag to **Type "K"** detail, shown on Sheet A-602.
- Change 20: **Drawing A-602 – Ceiling Detail "L".** Detail will be revised to show (2) 1" slots.

QUESTIONS AND ANSWERS

- Question 1: Book 1, Page 26, 9.05 – Mechanical & Electrical Coordinator – Can this be the Project Manager?
- Answer 1: **Yes this can be the Project Manager, provided that the Project Manager is qualified to perform the Mechanical & Electrical Coordinator position, and performs both responsibilities.**
- Question 2: Section 01400, Section 3.4, Settlement Monitoring – Is this required for this project? If so, please confirm that settlement monitoring will not be needed after foundation is placed and backfilled.
- Answer 2: **Yes, settlement monitoring is required for this project. Confirmed. Settlement monitoring can be stopped after the foundation is completed and backfilled.**

END OF ADDENDUM NO. 2

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 3 TO CONTRACT NO. 1468

**Norwood Park Senior Satellite Center
For
New Construction**

DATE: Wednesday, April 30, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

- Change 1: **Section II, E, 2 – Liquidated Damages** – Substantial Completion of Phase(s), Milestones, or Project – DELETE the amount of \$2,500 per day. ADD the amount of \$1,000 per day.
- Change 2: **Section II, E, 2 – Liquidated Damages** – Completion of Punch List Work – DELETE the amount of \$1,250 per day. ADD the amount of \$500 per day.
- Change 3: **Section II, E, 2 – Liquidated Damages** – Completion of Base Contract Work at Project Substantial Completion if Commission occupies project – DELETE the amount of \$1,250 per day. ADD the amount of \$500 per day.

END OF ADDENDUM NO. 3

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director



July 8, 2008

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

Anthony S. Kwateng
Oakley Construction Company Inc.
7815 S. Claremont
Chicago, IL 60620

BOARD OF COMMISSIONERS

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RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
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Apostolic Church of God

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Reclamation District

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RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
ERIN LAVIN CABONARGI

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

RE: **Notice of Award**
Contract No.: 1468
Type of Work: New Construction
Project: Norwood Park Satellite Senior Center
Project # 10010

Dear Mr. Kwateng:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on July 8, 2008 the Commission awarded to your company Contract No. 1468 in the amount of \$2,310,254.28.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than July 14, 2008, to the attention of Janice Meeks.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Erin Lavin Cabonargi', with a long horizontal line extending to the right.

Erin Lavin Cabonargi
Executive Director

cc: L. Benson
C. Kelly