

**Contractor:** UBM, Inc.  
**Address:** 223 W. Jackson Blvd., Suite 1200  
**City/State/Zip:** Chicago, IL 60606  
**Phone Number:** (312) 939-0505  
**Fax Number:** (312) 939-0483

**TO BE EXECUTED IN DUPLICATE**

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

**CONTRACT NO. 1291**

**8<sup>th</sup> District Police Station  
General Construction  
3420 West 63<sup>rd</sup> Street  
Chicago, Illinois  
PD-008**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
Chairman**

**Kevin S. Gujral  
Interim Executive Director**

**Room 200  
Richard J. Daley Center  
66 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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**DOCUMENT SUBMITTAL CHECKLIST**

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

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

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

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

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

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

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**I. PROJECT INFORMATION**

**A. General Project Information**

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

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

**8<sup>th</sup> District Police Station  
General Construction  
3420 West 63<sup>rd</sup> Street  
Chicago, Illinois  
PD-008**

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

- a) As described in the specifications, general construction of a 2-Story structure with adjacent parking lot. In addition, a telecommunication antenna tower will be erected on site.
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: Chicago Police Department**

4. **Commission's Representative's Name, Address, and Phone Number: Tishman Construction Corporation, One South Wacker Drive, Suite 2300, Chicago, Illinois 60606 (312) 577-2373**

5. **Architect's Name, Address, and Phone Number: VOA, 224 South Michigan Avenue, Suite 1400, Chicago, Illinois 60604 (312) 453-7606**

6. **Commission's Project Manager: Tom Coleman**

7. **Ward: 14**

8. **City Funded?: Yes**

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

10. **Inspection of Site**

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

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discovered by inspection of the Site. Site inspection shall be arranged through **Louis Jones Enterprises, 333 North Michigan Avenue, Suite 625 (312) 782-8970**

11. **Documents Available from:** **Cushing and Color Chicago, 325 W. Huron, Suite 610, Chicago, Illinois 60610 (312) 266-8228**
12. **Pre-Bid Meeting Date, Time, and Location:** Tuesday, October 29, 2002 at 11:00 a.m. in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602
13. **Bid Opening Date and Time:** Friday, November 15, 2002 at 10:00 a.m.
14. **Amount of Bid Deposit:** **\$750,000.00**
15. **Administrative Fee:** **\$5,000.00**
16. **Amount of Contingency Fund:** **\$450,000.00**
17. **Document Deposit:** **None**
18. **Cost for Additional Documents (per set):** At contractor's own expense
19. **Award of Contract**

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

**B. Time of Completion**

The Work shall be completed within **Five Hundred (500)** Calendar Days upon issuance of the Notice to Proceed.

**C. Contingency Fund**

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

**D. Time of Completion of Punch List Work**

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

**E. Copies of Drawings and Specifications Furnished**

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

**F. Liquidated Damages**



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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. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, City of Chicago, VOA, Tishman Construction, Louis Jones Enterprises, and Brook Architecture is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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, including MSC90 Endorsement (**if applicable**) with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, City of Chicago, VOA, Tishman Construction, Louis Jones Enterprises, and Brook Architecture is to be named as an additional insured on a primary, non-contributory basis.

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation (including UST removal) and disposal. 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, City of Chicago, VOA, Tishman Construction, Louis Jones Enterprises, and Brook Architecture is to be named as additional insured.

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 \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

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7) Property

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

B. Additional Requirements

The Contractor must furnish the Public Building Commission, 50 W. Washington, Department of Procurement, Daley Center, Room 200, Chicago, IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Public Building 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 Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated. The insurance certificate must reference the project name and contract number

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives.

The coverages 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 do not contribute with insurance provided by the Contractor under the Contract.

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

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

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

### C. Insurance To Be Provided By the Commission

#### 1. Builder's Risk

- a) The Commission is providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a \$5,000.00 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$5,000.00 and for the first \$5,000.00 for any loss with exceeds \$5,000.00 and is covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the Base Contract Price.
- b) Exclusions: The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance that Contractor may require on such equipment.

### H. Notices

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

1. If to the Commission, notices must be addressed to the attention of the **Tom Coleman** with copies to: **Attn: Daniel Albo Tishman Construction Corporation, One South Wacker Drive, Chicago, Illinois 60606**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Attn: Daniel Albo Tishman Construction Corporation, One South Wacker Drive, Chicago, Illinois 60606** and the Contractor's Bonding Company

### I. Prevailing Wage Rates

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

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**J. Community Hiring Requirements and Incentives**

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

**K. Contractor's Project Manager**

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

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1291 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here) Addendum No. 1 dated 10/25/02, Addendum No. 2 dated 10/31/02, Addendum No. 3 dated 11/7/02, c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), and e) Plans and Drawings.

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

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

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

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

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

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

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

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	DIVISION	\$ AMOUNT
Sitework	2	1,539,000
Concrete	3	470,000
Masonry	4	1,675,000
Steel	5	610,000
Carpentry	6	170,000
Roofing/Waterproofing/Sealants	7	800,000
Doors & Windows	8	520,000
Finishes	9	560,000
Specialty Items	10	210,000
Equipment	11	480,000
Furnishings	12	19,000
Special Construction	13	50,000
Vertical Transportation	14	40,000
Mechanical	15	1,798,000
Electrical	16	1,120,000
Information Technology	17	592,494
Winter Condititons		30,000
General Conditions		538,253
Fee		538,253
<b>SUB-TOTAL</b>		<b>11,760,000</b>
Allowances		\$0.00
Commission's Contingency Fund		\$450,000.00
<b>TOTAL BASE BID</b>		<b>12,210,000</b>

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

\$ 11,623,920

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ALTERNATES (if any):

<u>Accepted by</u> <u>the</u> <u>Commission</u>		<u>Alternate Description</u>	<u>Proposed Alternate</u> <u>Price</u>
<u>Yes</u>	<u>No</u>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #1 - Construction Waste Management	\$ 35,000. <sup>00</sup>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #2 - Flooring Changes	\$ 90,800. <sup>00</sup>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #3 - Structural Steel Recycled Content	\$ 0. <sup>00</sup>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #4 -	\$ _____

BASE CONTRACT PRICE (to be completed by the Commission): Twelve  
Million & Two Hundred Ten Thousand Dollars <sup>00/100</sup>  
 \_\_\_\_\_ dollars  
(\$12,210,000.00)

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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]  
Secretary

[Signature]  
Chairman

CONTRACTING PARTY  
(Print or type names underneath all signatures)

UBM, Inc.  
Contractor Name

223 W. Jackson, Chicago, IL 60606  
Address

If a Corporation:

By [Signature]  
Sandra D. Jiles

President  
Title of Signatory

ATTEST:  
By [Signature]  
Sham Dabadghao

Secretary  
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 15th day of November, 20 02.

[Signature]  
Notary Public Signature  
Commission Expires: 12/6/05



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C. Corporate Resolution (if a Corporation)

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

UBM, 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 June 22, 1989, ~~XIX~~, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated November 12, 2002 to the Public Building Commission of Chicago, for Contract No. 1292 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: Sandra D. Jiles

Vice President: Rohit Patel

Secretary: Sham Dabadghao

~~President~~: Sr. Vice Pres. Ram P. Singh

Vice President

~~Assistant Secretary~~ Marvin Wilson

Chairman: Paul King

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 15th day of November, 2002.

Sham Dabadghao  
Secretary Sham Dabadghao

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**III. PROPOSAL SUPPORT DOCUMENTS**

**A. Basis of Award (Award Criteria)**

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

**1. Instructions**

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

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

**2. Award Criteria Formula**

LINE 1.	Base Bid, in figures	<u>12,210,000.00</u>
LINE 2.	Percentage of Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>50%</u>
LINE 3.	Multiply Line 2. X Line 1. x 0.04	<u>244,200.00</u>
LINE 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>50%</u>
LINE 5.	Multiply Line 4. X Line 1. x 0.03	<u>183,150.00</u>
LINE 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>50%</u>
LINE 7.	Multiply Line 6. X Line 1. x 0.01	<u>61,050.00</u>
LINE 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project. (Maximum figure 0.10)	<u>10%</u>
LINE 9.	Multiply Line 8. X Line 1. x 0.04	<u>48,840.00</u>

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LINE 10. Percentage of the total Apprentice hours that the Contractor proposes to be worked by female apprentices during construction of the project. (Maximum figure 0.10)	<u>10%</u>
LINE 11. Multiply Line 10. X Line 1. x 0.03	<u>36,630.00</u>
LINE 12. Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>10%</u>
LINE 13. Multiply Line 12. X Line 1. x 0.01	<u>12,210.00</u>
LINE 14. Summation of lines 3, 5, 7, 9, 11, & 13	<u>586,080.00</u>
LINE 15. Subtract Line 14 from Line 1 (=" Award Criteria Figure")	<u>11,623,920.00</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):	<u>\$ 11,623,920.00</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage

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

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

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

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

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

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

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

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

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

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

5. Reporting

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

- a) The classification "White" includes person of Indo-European descent.

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

6. Major Trades

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

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

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

7. Trade Participation - For Information Only

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

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

**TRADE PARTICIPATION**  
GENERAL COND, MISC  
CONCRETE, MASONRY  
STEEL, CARPENTRY  
DOORS, FRAMES, HARDWARE  
PLUMBING, MECHANICAL  
ELECTRICAL

**PERCENT OF MINORITY**  
25% MBE      5% WBE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
25% MBE      5% WBE

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**B. Unit Prices**

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

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Overdig Excavation *	52 <sup>00</sup>	Per CU. YD.
2.	Engineered Backfill *	58 <sup>00</sup>	Per CU. YD.
3.	Unforeseen Foundation Obstruction Removal *	594 <sup>00</sup>	Per HOUR
4.	Temporary Site Fencing *	4 <sup>25</sup>	Per Lineal FOOT
5.	Topsoil *	40 <sup>00</sup>	Per CU. YD.
6.	Landscape Plant Material *		
7.	Dwarf Korean Lilac (Syringa M. Palibinina), Size: 30"	44 <sup>00</sup>	EACH
8.	Dense Yew (Taxus Densifomis), Size: 24"	50 <sup>00</sup>	EACH
9.	Little Princess Spirea (Spirea J. Little Princess), Size: 24"	40 <sup>00</sup>	EACH
10.	STELLA D'ORO DAYLILLY (HEMEROCALLIS STELLA D'ORO), SZE: 1 GAL	16. <sup>75</sup>	EACH
11.	Purpleleaf Wintercreeper (Euonymus Fl Coloratus), Size: 4"	4. <sup>75</sup>	EACH
12.	Gro Low Sumac (Rhus A. Grow Low), Size: 24"	36 <sup>00</sup>	EACH
13.	Techny Arborvitae (Thuja O. Technyi), Size: 6' Height	550 <sup>00</sup>	EACH
14.	Vernal Witchnazel (Hamamelis Vernalis), Size: 6' Height	330 <sup>00</sup>	EACH
15.	Erromena Hosta (Hosta U. Erromena), Size: 1 Gallon	16. <sup>75</sup>	EACH
16.	Peking Cotoneaster (Cotoneaster Acutifolia), Size: 30"	40 <sup>00</sup>	EACH
17.			
18.			
19.			
20.			

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**C. INFORMATION TECHNOLOGY BID BREAKDOWN:**

The following spreadsheets are included to provide detailed bid breakdown of the Information Technology Systems as referenced in Sections 17110, 17300, 17400, 17420 and 17700. Fill out the sheet for each specification, add the Sub-Totals together on the Spreadsheet at the end of this Section and insert the Total in the Information Technology line item on page 32.

**Section 17110 Price and Quantity Bid Breakdown of Horizontal & Vertical Wiring and Overhead paging Components - Base Bid Breakdown**

Item	Scope Of Work	Qty	Unit Price	Extended Price
1	Four (4) port, single-gang face plate w/jacks and SM LC coupler, ivory (STO)	159	\$ 210.00	\$ 33,390
2	Single (1) port, single-gang face plate w/jack (NSTO)	58	\$ 115.00	\$ 6,670
3	4-pair UTP plenum Data cable, Red	34K	\$ 388.00	\$ 13,192
4	4-pair UTP plenum Data cable, Green	44K	\$ 388.00	\$ 17,072
5	4-pair UTP plenum Data cable, White	34K	\$ 271.00	\$ 9,214
6	SM fiber plenum rated 2 strand	34K	\$ 310.00	\$ 10,540
7	SC SM fiber connector	0	\$ N/A	\$ 0
8	Modular patch panels 48 port w/wire management front and back	8	\$ 385.00	\$ 3,080
9	Modular patch panels 24 port w/wire management front and back	2	\$ 200.00	\$ 400
10	Modular patch panels 24 port (cross connecting) w/wire management front and back	4	\$ 300.00	\$ 1,200
11	Fiber Shelf (support 144 SC connectors)	3	\$ 340.00	\$ 1,020
12	SC duplex adapter panel (holds 6 SC couplers)	36	\$ 22.00	\$ 792
13	SC SM duplex coupler	0	\$ N/A	\$ 0
14	LC SM duplex coupler	216	\$ 10.32	\$ 2,230
15	LC SM duplex connector	636	\$ 20.00	\$ 12,720
16	LC-LC SM duplex 8 ft.	25	\$ 70.95	\$ 1,774
17	LC-LC SM duplex 10 ft.	25	\$ 71.50	\$ 1,788
18	LC-LC SM duplex 15 ft.	25	\$ 72.50	\$ 1,813
19	LC-LC SM duplex 25 ft.	25	\$ 74.25	\$ 1,856
20	110 wiring block kit w/CS's, label holders & labels	0	\$ 67.00	\$ 0
21	110 wiring block kit w/C4's, label holders & labels	2	\$ 67.00	\$ 134
22	Modular patch cord 7 Ft, Gray	25	\$ 6.60	\$ 165
23	Modular patch cord 10 Ft, Gray	25	\$ 7.26	\$ 182
24	Modular patch cord 25 Ft, Gray	25	\$ 10.73	\$ 268
25	Modular patch cord 50 Ft, Gray	25	\$ 16.50	\$ 413
26	7' x 19" black rack (45 RMS)	3	\$ 232.00	\$ 696
27	Double-sided vertical cable management	5	\$ 266.00	\$ 1,330
28	Horizontal wire management	0	\$ 70.00	\$ 0
29	XLBET Frame	1	\$ 1,862.00	\$ 1,862
30	Eight inch (8") ceiling speakers w/assembly	2	\$ 90.00	\$ 180



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13	SC SM dplx coupler	\$ N/A	\$ N/A
14	LC SM dplx coupler	\$ 10.32	\$ 10.00
15	LC SM dplx connector	\$ 20.00	\$ 18.00
16	LC-LC SM duplex 8 ft.	\$ 70.95	\$ 67.00
17	LC-LC SM duplex 10 ft.	\$ 71.50	\$ 68.00
18	LC-LC SM duplex 15 ft.	\$ 72.50	\$ 69.00
19	LC-LC SM duplex 25 ft.	\$ 74.25	\$ 70.00
20	110 wiring block kit w/C5's, label holders & labels	\$ 67.00	\$ 62.00
21	110 wiring block kit w/C4's, label holders & labels	\$ 67.00	\$ 62.00
22	Modular patch cord 7 Ft, Gray	\$ 6.60	\$ 6.00
23	Modular patch cord 10 Ft, Gray	\$ 7.26	\$ 7.00
24	Modular patch cord 25 Ft, Gray	\$ 10.73	\$ 10.00
25	Modular patch cord 50 Ft, Gray	\$ 16.50	\$ 16.00
26	7' x 19" black rack (45 RMS)	\$ 232.00	\$ 210.00
27	23' black rack	\$ 320.00	\$ 300.00
28	Double-sided vertical cable management	\$ 260.00	\$ 240.00
29	Horizontal wire management	\$ 70.00	\$ 60.00
30	XLBET Frame	\$ 1900.00	\$ 1800.00
31	Eight inch (8") ceiling speaker assembly	\$ 90.00	\$ 80.00
32	Plenum Speaker Wire	\$ 0.20	\$ 0.18
33	(1) V-1030C 5-watt horn for locker room if no finished ceiling	\$ 130.00	\$ 110.00
34	(1) V-2003A page interface with all call	\$ 570.00	\$ 540.00
35	(1) V-4024B power supply	\$ 200.00	\$ 190.00
36	Plenum Connector	\$ 5.00	\$ 4.00
37	Plenum Top Hat	\$ 35.00	\$ 30.00
38	1G Power Strip	\$ 200.00	\$ 180.00
39	25 pair Amphenol Cable (Category 6)	\$ 860.00	\$ 800.00
40	25 pair Amphenol Connector	\$ 60.00	\$ 55.00
41	Additional space as required	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

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Section 17300 Price and Quantity Bid Breakdown of  
Comdial FX II Telephone System - Unit Price Breakdown

	Description	Item	Quantity	Unit Cost	Total
1.	FXII MAIN CABINET	FXII-01	1	1000	1000
2.	FXII EXPANSION CABINET	FXCBX-II	3	650	1950
3.	FXII CPU CARD	FXCPU-2	1	500	500
4.	FXII SCSI EXPANSION KIT	FXII-EXP	3	550	1650
5.	FXII SERVICES BOARD	FXSRV2-II	1	500	500
6.	16-Port Digital Station Board	FXLDS-16	15	900	13,500
7.	16-Port Loop Start C.O. Line Board CID	FXCMW-16	3	1688	5064
8.	Digital Interface Line Board	FXTI-24	1	1050	1050
9.	TI Synchronization Card	DXOPT-SYN	1	290	290
10.	FXII MAUX CARD	FXINT-MAUXII	1	275	275
11.	Communication Card	FXCOM232	1	175	175
12.	EXPANSION CABINET SOFTWARE	FXISW-EXP	3	1050	3150
13.	4 PORT VOICEMAIL DIGITAL	WBERIVPC-4	1	4200	4200
14.	4-Port upgrade Boards	IVPC	2	1295	2590
15.	COMPAQ COMPUTER W/ MONITOR	CC-1	1	1500	1500
16.	Printer (for FXII SMDR Reports)	HP-820	1	240	240
17.	Smart UPS 1400 Watt (Battery backup for Voicemail-15 minutes)	APC Backup -UPS Pro	1	800	800
18.	12-line LCD speaker phone	8012S	196	200	39,200
19.	24-line LCD speaker phone	8024S	2	220	440
20.	64-button DSS/BLF console	IB64X	2	230	460
21.	Single Line Analog Phones (red for power fail) - See 2.2ii	i.e., Southwest Bell Freedom	8	35	280
22.	CD player with repeat	Discman	1	90	90
23.	Classical CD Cassette	CD2	1	20	20
24.	Amplifier (for CD player)	Bogen GA2	1	85	85
25.	TTY DESK UNIT	AP-DIIP	/1	600	600
26.	TTY PAYPHONE	UTM-120	1	1200	1200
27.	CANON FAX MACHINES	L SERIES 9000	3	1200	3600
28.	PLANTRONICS HEADSETS	H51-M12	12	140	1680
29.	BATTERY BACKUP	BBLFXII	1	400	400
Sub-Total					86,489

Section 17300 Bid Breakdown for Project Management and  
Implementation of Comdial FX II Telephone System.

Description	Requirements	Cost
Kickoff	Reviewing overview design and project with PBC designees for required features and functionality and publish appropriate recommendations for review	

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	Attend a pre-construction meeting.  8 Hours @ <u>55</u> /hr. Total	<u>440</u>
Design	Gathering end-user data, including names, positions, titles, functions, line information, voice mail profile information, hours of operation, and other operational details. Holding meetings with PBC designees to determine features, call flows, telephone design, voice mail design, scripts, and other design details required to program the system, including the identification of special applications. Providing detailed design documents, including drawings, to PBC designees once system design is complete. Coordinating floor plans with system design, i.e. assigning extensions numbers and names are coordinated with numbered jack locations. Creating detailed cut-sheets identifying each port, its program components, and its wiring terminations.  40 Hours @ <u>55</u> /hr. Total	<u>2200</u>
Project Management	Coordination with customer, including meeting. Coordination with program team (PBC designees). Participating in problem resolution until installation is complete (see Technical Support section for definition) Coordinating and participating in customer support activities on the first day of operation. Preparation of 3 sets of full system documentation manuals, including information on system design, customer data, line detail, station programming detail, copies of button maps, full data base printouts, voice mail scripts, and floor plans with extensions and jack numbers (as-builds).  40 Hours @ <u>55</u> /hr. Total	<u>2200</u>
Programming	FXII Programming and documentation. Voice Mail programming and recording. Full system testing. Labeling telephones, etc.  35 Hours @ <u>80</u> /hr. Total	<u>2800</u>
Installation	Installation includes but, is not limited to the following: Rack mounting FXII, Voice mail system, supervisor terminal, and printer. Mounting and termination of all cross and connecting blocks. Installing music-on-hold and Caller ID units. Cross connecting and testing all station ports. Installing and testing all digital phones including the documentation of each serial number. Cross connecting and testing all central office lines. Wiring 8 lines for power failure to specified location Testing of the overhead paging system interface. Testing of PAX lines.  40 Hours @ <u>80</u> /hr. Total	<u>3200</u>
Training General Notes	The training course instruction manuals are to be customized and prepared relative to specific instruction. Provide the course outline and number of hours required per session. In addition to training, provide detail as to the training facility location and capacity restrictions. The training coordination effort should include individuals from all shifts.	
End User Training	End user telephone training includes but is not limited to: Training on live system, one phone per attendee, with specific features on each phone as appropriate to the attendee. Preparing custom designed (implemented features only) training materials including quick-look directions, directories, and block diagram floor plans for ready reference to new lead numbers and new building areas. Explaining, with illustrations, an overview of the system and call flows. Hands-on training in answering calls, calling outside, calling within CitiNet Centrex, calling	

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	<p>within the building, transferring calls through CitiNet, call holding and retrieval, paging, transferring to voice mail, and use of voice mail.</p> <p>Providing on-site support for end-user questions and instruction reinforcement first day of operation.</p> <p>(1-20 per classroom session; for pricing assume nine (9) 1.5-hr. sessions are required).</p> <p style="text-align: right;">13.5 @ 50 /hr. Total</p>	675
Technical Training	<p>Technical training means training technicians to maintain and/or modify the system after it has been turned over to the customer.</p> <p>Technical training includes but is not limited to the following:</p> <p>FXII (Main unit)</p> <p>Providing overview of switch design and board layout.</p> <p>Identifying wiring and blocks and configuration.</p> <p>Explaining VMML vs. PCMMI programming interface.</p> <p>Password and security enabling and disabling.</p> <p>Adding lines.</p> <p>Assigning ringing.</p> <p>Adding stations/intercom numbering.</p> <p>Determining phone types and button mapping.</p> <p>Class of service and station programming.</p> <p>Uses of serial ports and serial integration.</p> <p>Equipment management (additions or retirements) Cards, etc.</p> <p>Voice Mail (add, remove, delete)</p> <p>Explaining/providing overview of NT workstation.</p> <p>Using technical passcodes.</p> <p>Explaining uses and construction of routing boxes.</p> <p>Training on construction and management of mailboxes.</p> <p>Modifying system parameters.</p> <p>Managing user passcodes.</p> <p>Explaining system documentation book.</p> <p>(1-6 per classroom session; for pricing assume two (2) 8-hr. sessions are required).</p> <p style="text-align: right;">16 @ 80 /hr. Total</p>	1280
Technical Support General Notes	<p>Technical support will be provided for 1 year after final acceptance (i.e., first Monday following Move In). Technical support falls into two categories: On-site and Telephone.</p>	
On-site Technical Support	<p>On-site Support will include the following:</p> <p>120 hours (defined as normal business hours) in one-year on-site support, measured portal to portal.</p> <p>To be used for Technical Support only, not end-user support. A technical representative who has received the technical training above shall place calls.</p> <p style="text-align: right;">120 @ 30 /hr. Total</p>	3600
Telephone Technical Support	<p>Telephone Support will include the following:</p> <p>Up to 16 hours per month during the first 3 months.</p> <p>Up to 10 hours per month for the remaining 9 months.</p> <p>Time will be kept as actual time rounded to the nearest minute.</p> <p>To be used for Technical Support only, not end-user support. A technical representative who has received the technical training above shall place calls.</p> <p style="text-align: right;">138 @ 0 /hr. Total</p>	FREE
Total - Project Management and Implementation		\$102884

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Section 17400 Price and Quantity Bid Breakdown of Audio and Visual Systems

Description	Item	Qty	Unit Cost	Total
1. Altinex 5RGBHV High RES Cables		600	1800	1800
2. Custom Cables TBD		1 lot	462	462
3. Peerless Monitor Hanger		3	223.33	670
4. Plenum rated cables		1 lot	207	207
5. Rack Equipment		10	incl. in Item #17 below	
6. WolfVision Visualizer		1	2802	2802
7. Wilson Rolling Cart		1	275	275
8. Control Computer		0	0	0
9. Panasonic 1980 Deck		1	1299	1299
10. TEAC AD Audio Cassette Deck		1	399	399
11. TOA - MK930 Mixer/AMP		1	320	320
12. Mike Module		1	50	50
13. Line Modules- Screw Terminals		7	38.71	271
14. JBL Control 25- Ceiling Speakers		6	116.50	699
15. Smart Tech - SB 580 Smart Board		1	1559	1559
16. FS 570 Rolling Floor Stand		1	389	389
17. WINSTED - 90020 70" Vertical Racks		2	806	1612
18. 10710 34" 10 Outlet ELEC Assembly		2	100	200
19. 85321 8 3/4" Utility Drawer		1	224	224
20. 86141 3 1/4" Vented Blank Panels		4	20.75	83
21. 83091 3 1/2" rack mounted shelf		5	53.40	267
22. Clarity - 52" DLP-Black Glass Screens		4	17822.50	71290
23. RGB Spectrum - Computer wall 11 4 way		1	9096	9096
24. Rack Mount Kit for 20 Chassis		1	114	114
25. CRESTRON - CNMSX-PRO		1	1463	1463
26. CT-3500, 10.4" Touch Panel		1	3159	3159
27. CNSVTC - 3VOL Control		1	455	455
28. CNRJ11		1	95	95
29. STIRP		10	-	-
30. EXTRON - Matrix Switcher, 128 HVA		1	4615	4615
31. INLINE - IN2111QB Interface		4	507	2028
32. IN9210 Rack Power Supply		1	311	311
33. 15PIN HD Cables 12'		4	88	352
34. Custom Cube Base		1	924	924
35. Header		1	175	175
36. Communication Specialty - Deuce		5	1204	6020
37. L-COM - 15 HD Turn Arouds		8	10	80
38. 9 pin Turn Arouds		4	10	40

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39.	RS232 Accessories		1	172	172
40.	27" TV Panasonic (w/remote)		2	50	1001
41.	Desktop video overlay unit (DTV)		5	650	3250
42.	Desk Receive unit		10	513.50	5135
43.	Remote Control		10	71.50	715
44.	Tuner Transmit Card		3	1560	4680
45.	Power Monitor Card		1	0	0
46.	Software Control Card		1	0	0
47.	Switchmode Power Unit		2	0	0
48.	Chassis and Backplane		1	3614	3614
49.	Freeband system		1	3137	3137
Total					132,370

Section 17400 Bid Breakdown for Project Management and  
Implementation of Audio and Visual Systems

Description	Requirements	Cost
Kickoff	<p>Reviewing overview design and project with PBC designees for required features and functionality and publish appropriate recommendations for review.</p> <p>Attend a pre-construction meeting.</p> <p style="text-align: right;">4 Hours @ 100/hr.</p>	800
Design	<p>Gathering end-user data, including names, positions, titles, functions,</p> <p>Conduct a meeting with PBC designees to finalize features, details required to program the system, including the identification of special applications.</p> <p>Providing detailed design documents, including drawings, to CPD and Catalyst once system design is completed.</p> <p>Creating detailed cut-sheets identifying each port, and its program components.</p> <p style="text-align: right;">8 Hours @ 150/hr.</p>	1200
Project Management	<p>Coordination with PBC designees.</p> <p>Participating in problem resolution until installation is complete</p> <p>Coordinating and participating in customer support activities on the first day of operation.</p> <p>Preparation of 3 sets of full system documentation manuals, including information on system design, customer data, line detail, station-programming detail etc.</p> <p style="text-align: right;">24 @ 75 /hr.</p>	1800
Installation	<p>Mounting the Video Wall Cubes.</p> <p>Installing Freeband</p> <p>Testing Freeband</p> <p>Rack mounting of all equipment in A/V closet.</p> <p>Configuring CPD User Interfaces.</p> <p>Cross connecting and testing all station ports.</p> <p>Installing and testing all interfaces.</p> <p>Testing of the speaker system interface.</p> <p style="text-align: right;">80 Hours @ 143.25/hr.</p>	11460

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Training General Notes	The training course instruction manuals are to be customized and prepared relative to specific instruction. Provide the course outline and number of hours required per session. In addition to training, provide detail as to the training facility location and capacity restrictions. The training coordination effort should include individuals from all three daily shifts.	
End User Training	End user training includes but is not limited to: Training on live system. Preparing custom-designed (implemented features only) training materials including touch pad system. Explaining, with illustrations, an overview of the system. Hands-on training Providing on-site support for end-user questions and instruction reinforcement first day of operation. (1-20 per classroom session; for pricing assume five (5) 1.5-hr. sessions are required). 7.5 Hours @ 100 /hr.	750
Technical Training	Technical training means training technicians to maintain and/or modify the system after it has been turned over to the customer. Technical training includes but is not limited to: Video Wall Providing overview of design and layout. Identifying wiring and connections. Detail programming interface. Password and security enabling and disabling. Equipment management Explaining system documentation book  (1-6 per classroom session; for pricing assume two (2) 4-hr. sessions are required). 8 Hours @ 100 /hr.	800
Technical Support General Notes	Technical support will be provided for 1 year after final acceptance (i.e., first Monday following Move In). Technical support falls into two categories: On-site and Telephone.	
On-site Technical Support	On-site Support will include the following: Up to 120 hours (defined as normal business hours) in one-year on-site support, measured portal to portal. To be used for Technical Support only, not end-user support. A technical representative who has received the technical training above shall place calls.  AV/Freeband 120 Hours @ 43.33 /hr.	5200
Telephone Technical Support	Telephone Technical Support will include the following: Up to 16 hours per month during the first 3 months. Up to 10 hours per month for the remaining 9 months. Time will be kept as actual time rounded to the nearest minute. To be used for Technical Support only, not end-user support. A technical representative who has received the technical training above shall place calls.  AV/Freeband 138 Hours @ 0 /hr.	0
Total Audio and Visual Systems Implementation/Freeband		22010
Grand Total		\$154,380

Section 17400 Add/Delete Unit Pricing for Project Management

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Contract No. 1291

and Implementation of Audio and Visual Systems

	Description	Add	Delete
1.	Altinex 5RGBHV High RES Cables	1800	1260
2.	Custom Cables TBD	462	323
3.	Peerless Monitor Hanger	223	156
4.	Plenum rated cables	207	145
5.	Rack Equipment	0	0
6.	Wolf Vision Visualizer	2802	1961
7.	Wilson Rolling Cart	275	193
8.	CDW Control Computer	0	0
9.	Panasonic 1980 Deck	1299	909
10.	TEAC AD Audio Cassette Deck	399	279
11.	TOA - MK930 Mixer/AMP	320	224
12.	Mike Module	50	35
13.	Line Modules- Screw Terminals	39	27
14.	JBL Control 25- Ceiling Speakers	116	82
15.	Smart Tech - SB 580 Smart Board	1559	1091
16.	FS 570 Rolling Floor Stand	389	272
17.	WINSTED - 90020 70" Vertical Racks	806	564
18.	10710 34" 10 Outlet ELEC Assembly	100	70
19.	85321 8 1/4" Utility Drawer	224	157
20.	86141 3 1/2" Vented Blank Panels	21	15
21.	88091 3 1/2" rack mounted shelf	53	37
22.	Clarity - 52" DLP-Black Glass Screens	17322	12125
23.	RGB Spectrum - Computer wall 11 4 way	9096	6367
24.	Rack Mount Kit for 20 Chassis	114	80
25.	CRESTRON - CNMSX-PRO	1463	1024
26.	CT-3500, 10.4" Touch Panel	3159	2211
27.	CNSVTC - 3VOL Control	455	319
28.	CNRJ11	95	67
29.	STIRP	0	0
30.	EXTRON - Matrix Switcher, 128 HVA	4615	3231
31.	INLINE - IN2111QB Interface	507	355
32.	IN9210 Rack Power Supply	311	217
33.	15PIN HD Cables 12'	88	62
34.	Custom Cube Base	924	647
35.	Header	175	123
36.	Communication Specialty - Deuce	1204	843
37.	L-COM - 15 HD Turn Arouds	10	7
38.	9 pin Turn Arouds	10	7

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39.	RS232 Accessories	172	120
40.	27" TV Panasonic	501	350
41.	Desktop video overlay unit (DTV)	104	73
42.	Desk Receive unit	514	359
43.	Remote Control	72	50
44.	Tuner Transmit Card	1560	1092
45.	Power Monitor Card	0	0
46.	Software Control Card	0	0
47.	Switchmode Power Unit	0	0
48.	Chassis and Backplane	3614	2530
49.	One hour of testing	75/HR.	52/HR.
50.	Technical Support (phone)	0	0
51.	Technical Support (on-site)	100/HR.	70/HR.

Section 17420 Price and Quantity Bid Breakdown for Video Conferencing System

	Description	Items	Qty	Unit Cost	Total
<b>Main Computer Room</b>					
1	FVC 2RU Network Access Switch; 6x 25 MBPS ATM (1x VSM-9 module), 4x T1 IMA (1x VSM-21 module), IP Routing (IPR-1000)	VSW-2106IT	1	\$ 8672	\$ 8672
2	FVC Switch Installation, unlimited phone support, same-day / next-day onsite service, system configuration, user "overview" training, monthly system checks, software upgrades as necessary.		1	\$ 8000	\$ 8000
3	First Virtual extended parts and software maintenance		1	\$ 1085	\$ 1085
<b>Commanders Office</b>					
4	Single Standard 32" S-Video System - H.323. Includes codec with integrated PC, hard held Quick Touch remote control, furniture cart, camera, 1 microphone, monitor as listed, NIC with cables and all standard VTEL software	VIS-F132S-LAN	1	\$ 13,975	\$ 13,975
5	32" Commercial TV, 5-jack, S-VHS	J32430	1	\$ 876	\$ 876
6	ATM Network Interface Card	017-ATM	1	\$ 5465	\$ 5465
7	1 Year Enhanced Parts and Software Warranty	VPC-VIS-PRO-ENW-12	1	\$ 400	\$ 400
8	Wireless Keyboard and Trackball Mouse	GLY-FLD-WRK2-ENBK	1	\$ 280	\$ 280
9	Installation, misc. parts and supplies		1	\$ 109	\$ 109
10	1 year service agreement		1	\$ 1055	\$ 1055
<b>Arraignment Room</b>					
11	Vista Pro Platform system with no camera, mic. Includes Quick Touch remote control unit.	VIS-PLT-NA-LAN	1	\$ 9850	\$ 9850
12	ATM Network Interface Card	017-ATM	1	\$ 5465	\$ 5465
13	1 Year Enhanced Parts and Software Warranty	VPC-VIS-PRO-ENW-12	1	\$ 400	\$ 400
14	Custom Locking Arraignment Cabinet		1	\$ 3824	\$ 3824

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15	32" Commercial TV, 5-jack, S-VHS	J32430	1	\$ 876	\$ 876
16	Sony VHS 4-Head VCR	SLVN77	1	\$ 165	\$ 165
17	Sony EVI-D100 Pan-Tilt-Zoom Camera	EVI-D100	1	\$ 1412	\$ 1412
18	Shure automatic gating mixer	SCM-410	1	\$ 1035	\$ 1035
19	18' Gooseneck Cardioid Mic, incl mount	MX418/C	1	\$ 282	\$ 282
20	12" LDC Flat Panel Video Monitor	LC12-WM	1	\$ 1577	\$ 1577
21	Rack Mount Kit for Sony	RSH4S	1	\$ 106	\$ 106
22	QTFP2 Quiet Fan Assembly -- 2 fans	QTFP2	1	\$ 106	\$ 106
23	U317 3 Space Vented Cantilever Shelf	U317	1	\$ 65	\$ 65
24	Security Cover, Single Rack Space		1	\$ 29	\$ 29
25	Heavy Duty Rack Drawer		1	\$ 153	\$ 153
26	PD-915R Rack -mount Power Distribution Unit	PD-915R	2	\$ 88	\$ 176
27	Rack Blanks, Vents, Rail		1	\$ 212	\$ 212
28	Audio Amplifier	ST-PA6	1	\$ 112	\$ 112
29	Power Supply	PS-24A	1	\$ 24	\$ 24
30	JBL Control One Monitor speaker	CONTROLONE	1	\$ 206	\$ 206
31	Ceiling/Wall mount for CNTROLONE Speaker	MTC-2+	1	\$ 59	\$ 59
32	Installation, misc. parts and supplies		1	\$ 259	\$ 259
<b>Roll Call Room</b>					
33	Vista Pro Platform system with no camera, mic. Includes Quick Touch remote control unit.	VIS-PLT-NA-LAN	1	\$ 9850	\$ 9850
34	ATM Network Interface Card	017-ATM	1	\$ 5465	\$ 5465
35	1 Year Enhanced Parts and Software Warranty	VPC-VIS-PRO-ENW-12	1	\$ 400	\$ 400
36	User interface tablet for use with Pen Pal Graphics. (English)	GLY-FLD-TBWO-EN	1	\$ 950	\$ 950
37	Workstation 51"W W/Cabinet, Wheels	UCS800-GM	1	\$ 794	\$ 794
38	Ten Outlet E-Unit C-UL Listed	UCSE10	1	\$ 112	\$ 112
39	Keyboard Drawer for UCS Work Centers	UCSKD-GM	1	\$ 112	\$ 112
40	Sony VHS 4-Head VCR	SLVN77	1	\$ 165	\$ 165
41	Sony EVI-D100 Pan-Tilt-Zoom Camera	EVI-D100	2	\$ 1412	\$ 2824
42	Wall Mount for EVI-D100	WM-30B	2	\$ 112	\$ 224
43	Kramer VM-50YC S-Video looping 1x5 distribution amplifier	VM-50YC	2	\$ 394	\$ 788
44	Kramer RK-50R Rack Adapter	RK-50R	1	\$ 53	\$ 53
45	ACU1009A CAT5 KVM Extender -- Dual Access Kit	ACU1009A	1	\$ 1165	\$ 1165
46	Shure SCM-810 automatic gating microphone mixer	SCM-810	1	\$ 1553	\$ 1553
47	Shure MX412D/C 12' Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Function	MX412D/C	1	\$ 376	\$ 376
48	Shure MX412S/C 12' Condenser Gooseneck Microphone	MX412S/C	1	\$ 312	\$ 312
49	Shure MX393/O Omnidirectional Condenser Surface Microphone, Built-in Preamp, 12' Tini Q-G to XLR...	MX393/O	6	\$ 300	\$ 1800
50	Crown Audio Amplifier	CLICL1	1	\$ 700	\$ 700

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51	JBL 8" 2-Way Loudspeaker	CONTROL28	2	\$22	\$ 44
52	27-Space Equipment Rack	ERK-2725	1	\$ 640	\$ 640
53	Rear Rack Rails	ERK-RR27	1	\$ 59	\$ 59
54	Plexiglass Front Rack Door	PFD-27	1	\$ 329	\$ 329
55	Caster Base for Equipment Rack	CBS-ERK-25	1	\$ 188	\$ 188
56	Heavy Duty Rack Drawer		1	\$ 153	\$ 153
57	U317 3 Space Vented Cantilever Shelf	U317	1	\$ 65	\$ 65
58	2-Space Rack Shelf	U2	1	\$ 47	\$ 47
59	Security Cover, Single Rack Space			\$ 29	\$ 29
60	PD-915R Rack mount Power Distribution Unit	PD-915R	2	\$ 88	\$ 176
61	Vertical Power Distribution Panel	PD1015C	1	\$ 112	\$ 112
62	Rack Mount Kit for Sony	RSH4A	1	\$ 106	\$ 106
63	Rack Mount Keyboard with Trackball	RM-KB	1	\$ 429	\$ 429
64	Misc. Rack Blank Panels & Hardware		1	\$ 141	\$ 141
65	RCI Custom XLR Wall plate	RCIwallplate	4	\$ 106	\$ 424
66	Installation, misc. parts and supplies		1	\$ 759	\$ 759
Grand Total, including Project Management & Implementation				\$	\$98058

Section 17420 Price Bid Breakdown for Project Management and Implementation of Video Conferencing System

Description	Requirements	Cost
Kickoff	<p>Reviewing overview design and project with PBC designees for required features and functionality and publish appropriate recommendations for review.</p> <p>Attend a pre-construction meeting.</p> <p style="text-align: right;">4 Hours @ 91 /hr. Total</p>	364
Project Management	<p>Coordination with program team (PBC designees).</p> <p>Participating in problem resolution until installation is complete.</p> <p>Coordinating and participating in customer support activities on the first day of operation.</p> <p>Preparation of 3 sets of full system documentation manuals, including information on system design, dialing plan, address books, camera presets, tablet details, application procedural details, line detail, and any other relevant programming detail.</p> <p style="text-align: right;">8 Hours @ 91 /hr. Total</p>	728
Programming	<p>Configure system components.</p> <p>Perform power-up, initial system configuration and system diagnostics.</p> <p>Load all software including telephone add-on and smart board options.</p> <p>Full system testing.</p> <p>Program dialing plan and load other video profiles.</p> <p>Establish a video conferencing network connection with customer defined location and conduct end-to-end functional test of videoconference test.</p> <p style="text-align: right;">40 Hours @ 90.8 /hr. Total</p>	3638
Installation	Install equipment included in equipment listing.	

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	<p>Install all special devices as required. Tie and wrap all cables for a neat and serviceable installation.</p> <p style="text-align: right;">24 Hours @ <i>307.5</i>/hr. Total</p>	<b>7380</b>
Training General Notes	<p>The training course instruction manuals are to be customized and prepared relative to specific instruction. Provide the course outline and number of hours required per session. In addition to training, provide detail as to the training facility location and capacity restrictions. The training coordination effort should include individuals from all three daily shifts.</p>	
End User Training	<p>End user training includes but is not limited to: Training on live system, a group of no more than 20 per class with a minimum of two (2) sessions. Preparing custom-designed (implemented features only) training materials including quick-look directions, directories, dialing plan and how to make a call, understanding the functions of the camera capabilities, adding calls, and a complete understanding of the toolbars. Explaining, with illustrations, an overview of the system and the current District Stations who are connected. Providing on-site support for end-user questions and instruction reinforcement first day of operation.</p> <p>(1-20 per classroom session; for pricing assumes two (2) 1.5-hr. sessions are required). 3 Hours @ <i>90</i> /hr. Total</p>	<b>270</b>
Technical Support General Notes	<p>Technical support will be provided for 1 year after Catalyst and the Chicago Police Department accepts the installation as "complete" (i.e., first Monday following Move In.) Technical support falls into two categories: On-site and Telephone.</p>	
On-site Technical Support	<p>On-site Support will include the following: 120 hours (defined as normal business hours) in one-year on-site support, measured portal to portal. To be used for Technical Support only, not end-user support. A technical representative who has received the technical training above shall place calls.</p> <p style="text-align: right;">120 Hours @ <i>90</i> /hr. Total</p>	<b>10,800</b>
Telephone Technical Support	<p>Telephone Support will include the following: 16 hours per month during the first 3 months. 10 hours per month for the remaining 9 months. Time will be kept as actual time rounded to the nearest minute.</p> <p style="text-align: right;"><i>36</i> Hours @ <i>90</i> /hr. Total</p>	<b>3,240</b>
Sub-Total V-TEL Video Conferencing System Project management and Implementation		<b>\$ 26,420</b>

Section 17420 Add/Delete Unit Pricing for Project Management and Implementation of Video Conferencing System

	Description	Add	Delete
1	FVC 2RU Network Access Switch; 6x 25 MBPS ATM (1x VSM-9 module), 4x TI IMA (1x VSM-21 module), IP Routing (IPR-1000)	\$ <i>8672</i>	\$ <i>8672</i>
2	FVC Switch Installation, unlimited phone support, same-day / next-day onsite service, system configuration, user "overview" training, monthly system checks, software upgrades as necessary.	\$ <i>8000</i>	\$ <i>8000</i>
3	First Virtual extended parts and software maintenance	\$ <i>1085</i>	\$ <i>1085</i>
4	Single Standard 32" S-Video System - H.323. Includes codec with integrated	\$ <i>13,975</i>	\$ <i>13,975</i>

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	PC, hard held Quick Touch remote control, furniture cart, camera, 1 microphone, monitor as listed, NIC with cables and all standard VTEL software		
5	32" Commercial TV, S-jack, S-VHS	\$ 876	\$ 876
6	ATM Network Interface Card	\$ 5465	\$ 5465
7	Wireless Keyboard and Trackball Mouse	\$ 280	\$ 280
8	1 year service agreement	\$ 1055	\$ 1055
9	Vista Pro Platform system with no camera, mic. Includes Quick Touch remote control unit.	\$ 9850	\$ 9850
10	1 Year Enhanced Parts and Software Warranty	\$ 400	\$ 400
11	Custom Locking Arraignment Cabinet	\$ 3824	\$ 3824
12	Sony VHS 4-Head VCR	\$ 165	\$ 165
13	Sony EVI-D100 Pan-Tilt-Zoom Camera	\$ 1412	\$ 1412
14	Shure automatic gating mixer	\$ 1035	\$ 1035
15	18' Gooseneck Cardioid Mic, incl mount	\$ 282	\$ 282
16	12" LDC Flat Panel Video Monitor	\$ 1577	\$ 1577
17	Rack Mount Kit for Sony	\$ 106	\$ 106
18	QTPP2 Quiet Fan Assembly -- 2 fans	\$ 106	\$ 106
19	U317 3 Space Vented Cantilever Shelf	\$ 65	\$ 65
20	Security Cover, Single Rack Space	\$ 29	\$ 29
21	Heavy Duty Rack Drawer	\$ 153	\$ 153
22	PD-91 5R Rack -mount Power Distribution Unit	\$ 88	\$ 88
23	Rack Blanks, Vents, Rail	\$ 212	\$ 212
24	Audio Amplifier	\$ 112	\$ 112
25	Power Supply	\$ 24	\$ 2
26	JBL Control One Monitor speaker	\$ 206	\$ 206
27	Ceiling/Wall mount for CONTROLONE Speaker	\$ 59	\$ 59
28	User interface tablet for use with Pen Pal Graphics. (English)	\$ 950	\$ 950
29	Workstation 51"W W/Cabinet, Wheels	\$ 794	\$ 794
30	Ten Outlet E-Unit C-UL Listed	\$ 112	\$ 112
31	Keyboard Drawer for UCS Work Centers	\$ 112	\$ 112
32	Sony VHS 4-Head VCR	\$ 165	\$ 165
33	Sony EVI-D100 Pan-Tilt-Zoom Camera	\$ 1412	\$ 1412
34	Wall Mount for EVI-D100	\$ 112	\$ 112
35	Kramer VM-50YC S-Video looping 1x5 distribution amplifier	\$ 394	\$ 394
36	Kramer RK-50R Rack Adapter	\$ 53	\$ 53
37	ACU1009A CAT5 KVM Extender -- Dual Access Kit	\$ 1165	\$ 1165
38	Shure SCM-810 automatic gating microphone mixer	\$ 1553	\$ 1553
39	Shure MX412D/C 12' Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Function	\$ 367	\$ 367
40	Shure MX412S/C 12' Condenser Gooseneck Microphone	\$ 312	\$ 312
41	Shure MX393/O Omnidirectional Condenser Surface Microphone, Built-in Preamp, 12' Tini Q-G to XLR...	\$ 300	\$ 300

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42	Crown Audio Amplifier	\$	700	\$	700
43	JBL 8" 2-Way Loudspeaker	\$	224	\$	224
44	27-Space Equipment Rack	\$	641	\$	641
45	Rear Rack Rails	\$	59	\$	59
46	Plexiglass Front Rack Door	\$	329	\$	329
47	Caster Base for Equipment Rack	\$	188	\$	188
48	Heavy Duty Rack Drawer	\$	153	\$	153
49	U317 3 Space Vented Cantilever Shelf	\$	65	\$	65
50	2-Space Rack Shelf	\$	47	\$	47
51	Security Cover, Single Rack Space	\$	29	\$	29
52	PD-915R Rack mount Power Distribution Unit	\$	88	\$	88
53	Vertical Power Distribution Panel	\$	112	\$	112
54	Rack Mount Kit for Sony	\$	106	\$	106
55	Rack Mount Keyboard with Trackball	\$	429	\$	429
56	Misc. Rack Blank Panels & Hardware	\$	141	\$	141
57	RCI Custom XLR Wall plate	\$	106	\$	106
58	Installation, misc. parts and supplies	\$	759	\$	759
59	Other	\$	N/A	\$	N/A

Section 17700 Price and Quantity Bid Breakdown of  
In-Building Communication System

	Description	Item	Qty	Unit Cost	Total
1.	800/UF Amplifier		1	\$ 50,338	\$ 50,338
2.	Decouplers/Splitter		6	\$ 1,170	\$ 7,020
3.	Connectors		30	\$ 40	\$ 1200
4.	50-ohm, general riser cable (1/2" premium series - FR LDR4RN-50A)	RXL4-1RNT1	1,200	\$ 7.45	\$ 8940
5.	Antenna Specialist (450 - 512 MHz)	ASP572/ASP772	9	\$ 96	\$ 864
6.	Celwave PD-400 (7.5 dB gain - short ground radials)	PD-400	1	\$ 175	\$ 175
7.	Maxrad - 3 element Yagi	Mya9303	1	\$ 95	\$ 95
8.	Grounding & bonding equipment		1 lot	\$ 630	\$ 630
9.	Project Management (from worksheet)			\$ 4640	\$ 4640
10.	Installation (from worksheet)			\$ 8800	\$ 8800
Total System Specification Cost					\$ 82,752

Section 17700 Price Bid Breakdown for Project Management and Implementation  
of In-Building Communication System

Description	Requirements	Cost
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PUBLIC BUILDING COMMISSION OF CHICAGO

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Project Management	Coordination with program team (Owners Representative, Catalyst, CPD and GC). Preparation of schedules and any Requests for Information. Participating in problem resolution until installation is complete. Coordinating and participating in customer support activities on the first day of operation. Preparation of 3 sets of full system documentation manuals, including information on system design, application procedural details, and any other relevant programming detail. <p style="text-align: right;">32 Hours @ <i>145</i> /hr. Total</p>	<p style="text-align: right;">\$ <i>4640</i></p>
Installation	Install equipment included in equipment listing. Install all special devices as required. Tie wrap and sleeve all cables for a neat and serviceable installation. <p style="text-align: right;">80 Hours @ <i>110</i> /hr. Total</p>	<p style="text-align: right;">\$ <i>8800</i></p>
Total		<p style="text-align: right;">\$ <i>13,440</i></p>

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1291

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS        |  
                                  | SS  
COUNTY OF COOK        |

Ram P. Singh, being first duly sworn, deposes and says that

(1) He/She is  
Sr. Vice President  
(Owner, Partner, Officer, Representative or Agent) of  
UBM, 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.

[Signature]  
(Signed)  
Sr. Vice President

(Title)  
Subscribed and sworn to before me this 15th day of November 2002

Carolyn Beard  
Notary Public

(Title)  
My Commission expires:



## PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B  
Joint Venture Affidavit (1 of 5)

*(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 execute and attach Schedule A, "Affidavit of MBE/WBE").*

1. Name of joint venture  
Garth/Larmco Joint Venture LLC
2. Address of joint venture  
20001 Blackstone Avenue, Lynwood, IL 60411
3. Phone number of joint venture  
(708) 758-6885 & (708) 757-5455
4. Identify the firms which comprise the joint venture  
Garth Masonry Corp.  
Larmco Company, Inc.
  - 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.)  
Supervision, furnish bricklayers, laborers, equipment, negotiate contracts, work up change order cost and material purchasing.
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
The 2 officers of Larmco Company, Inc. (Larry L. Mueller & William R. Hickey) have been in the construction industry for 43 years. Larmco Co. has been in the masonry business for 31 years, increasing volume each year to approximately 6 - 10 million dollars for the last 10 years.
5. Nature of joint venture's business  
Masonry Contractors
6. Provide a copy of the joint venture agreement.
7. Ownership of joint venture: What is the claimed percentage MBE/WBE ownership of the joint venture?  
50 %

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE B  
Joint Venture Affidavit (2 of 5)**

Specify as to:

A. Profit and loss sharing

50 %

B. Capital contributions, including equipment

50 %

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

N/A

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

N/A

8. 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

Steven A. Garth, Garth Masonry Corp., & Larry L. Mueller, Larmco Company, Inc.

B. Management decisions such as:

(1) Estimating

Steven A. Garth, Garth Masonry Corp. & Larry L. Mueller, Larmco Company, Inc.

(2) Marketing and Sales

Steven A. Garth, Carol Garth of Garth Masonry Corp. and Larry L. Mueller of Larmco Company, Inc.

(3) Hiring and firing of management personnel

Steven A. Garth, Garth Masonry Corp. & William R. Hickey, Larmco Company, Inc.

(4) Other

N/A

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE B  
Joint Venture Affidavit (3 of 5)**

C. Purchasing of major items or supplies  
Steven A. Garth, Garth Masonry Corp. & Larry L. Mueller, Larmco Company, Inc.

D. Supervision of field operations  
Steven A. Garth, Garth Masonry Corp. & William R. Hickey, Larmco Company, Inc.

E. Supervision of office personnel  
Steven A. Garth, Garth Masonry Corp. & Larry L. Mueller, Larmco Company, Inc.

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 book; 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.  
The Joint Venture was established in 1997. Both Joint Venture Companies

sign checks, supervise project construction & jointly keep the books.  
Joint Venture has completed several projects so cash has been established.

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.

All personnel will be employees of the Joint Venture

Bricklayers = TBD Laborers = TBD Operating Engineers = TBD

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

N/A

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE B  
Joint Venture Affidavit (4 of 5)**

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 prime contractor if the joint venture is a subcontractor.

GARTH MASONRY CORP.  
 Name of Joint Venturer  
Steven A. Garth  
 Signature  
Steven A. Garth  
 Name  
President  
 Title  
11/18/02  
 Date

LARMCO COMPANY, INC.  
 Name of Joint Venturer  
Larry L. Mueller  
 Signature  
Larry L. Mueller  
 Name  
President  
 Title  
11/18/02  
 Date

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B  
Joint Venture Affidavit (5 of 5)

Date 11/18/02

State of Illinois

County of Cook

On this 18th day of November, 20 02, before me appeared

Steven A. Garth, to me personally known, who, being

(Name) Steven A. Garth  
duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

Garth/Larmco Joint Venture LLC to execute the affidavit and did so as his

(Name of Joint Venture)  
or her free act and deed.

Kay E. Mueller

Notary Public  
Commission Expires



(Seal)

Date 11/18/02

State of Illinois

County of Cook

On this 18th day of November, 20 02, before me appeared

Larry L. Mueller, to me personally known, who, being

(Name) Larry L. Mueller  
duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

Garth/Larmco Joint Venture LLC to execute the affidavit and did so as his

(Name of Joint Venture)  
or her free act and deed.

Kay E. Mueller

Notary Public  
Commission Expires



(Seal)

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1291

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: 8th District Police Station

Project Number: 1291

FROM:

UBM, Inc.  
(Name of MBE or WBE)

MBE XX WBE \_\_\_\_\_

TO:

UBM, Inc. 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 6, 2002. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

General Conditions, Misc Concrete, Carpentry, Doors, Frames,  
Hardware and General Labor

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

\$2,065,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1291

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:

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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:

UBM, Inc.  
Name of MBE/WBE Firm (Print)  
November 15, 2002  
Date  
(312) 939-0505  
Phone

  
Signature  
Ram P. Singh  
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)  
Date  
Phone

Signature  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

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

November 6, 2002

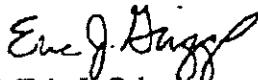
Paul King, Chairman  
UBM, Inc.  
223 West Jackson Blvd. - Suite 1200  
Chicago, IL 60606-6906

Dear Mr. King:

This is to confirm that UBM, Inc., is certified by the City of Chicago as a Minority Business Enterprise (MBE).

If you require additional information regarding the certification you may contact me at (312) 744-9841.

Sincerely,

  
Eric J. Griggs  
Deputy Procurement Officer

EG:gk



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C  
Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant and/or Material Supplier (1 of 2)  
SCHEDULE C AND THE BACKUP MUST BE SUBMITTED WITH YOUR BID

Name of Project 8th District Police Station  
Chicago, IL

Contract Number  
Project Number

FROM:

Universal Iron Works, Inc.  
(Name of MBE or WBE)

MBE x WBE \_\_\_\_\_

To:

UBM, Inc.

and Public Building Commission of Chicago

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

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ x \_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated September 11, 2002. 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.

Ornamental iron work

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

\$ 120,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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 items which 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 you as Contractor, conditioned upon your 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:

Universal Iron Works, Inc.
Name of MBE/WBE Firm (Print)

11/6/02
Date

773-521-4766
Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

X
[Handwritten Signature]
Signature

Ruben Zarco
Name (Print)

Signature

Name (Print)
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Mulone  
Chief Procurement Officer

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

Ruben Zarco, President  
**Universal Iron Works, Inc.**  
2315 S. Kedvale Avenue  
Chicago, Illinois 60623

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: September 11, 2002  
Certification Expires: February 28, 2007  
Annual Affidavit Certificate Expires: August 31, 2003

Dear Mr. Zarco:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **Universal Iron Works, Inc.'s** certification is required by **August 31, 2003.**

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

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

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

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

**Fabrication and Erection of Ornamental and Miscellaneous Iron;**

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

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

Very truly yours,

Lillie Cooper  
Director of Certification

LC/gva





**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1291

**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:

Q.C. Enterprises, Inc.

Name of MBE/WBE Firm (Print)  
11/19/02

Signature

Sandra Andritsis  
Name (Print)

Date  
(312) 842-0230

Phone

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

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

Sandra Andritsis, President  
**Q.C. Enterprises, Inc.**  
2473 South Archer Avenue  
Chicago, Illinois 60616

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: September 12, 2002  
Certification Expires: June 30, 2006  
Annual Affidavit Certificate Expires: June 30, 2003

Dear Ms. Andritsis:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. Re-validation of **Q. C. Enterprises, Inc.**'s certification is required by **June 30, 2003**.

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

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

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

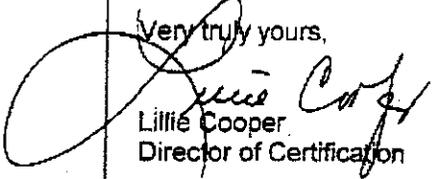
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of

**Carpentry; Stone Restoration and Maintenance; Janitorial Services;  
Installation of Granite, Marble Terrazzo**

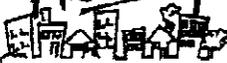
Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

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

Very truly yours,

  
Lillie Cooper  
Director of Certification

LC/emc  
Expansion Granted 10/18/02

NEIGHBORHOODS  
*Alive!*  
  
BUILDING CHICAGO TOGETHER





**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1290

**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**

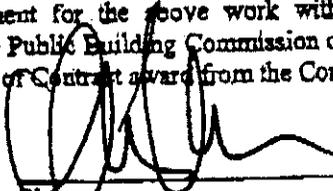
  0   % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

  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:

Arc Underground, Inc.  
Name of MBE/WBE Firm (Print)  
11-14-02  
Date  
(773) 235-4648  
Phone

  
\_\_\_\_\_  
Signature  
Christine Savoia  
Name (Print)

**IF APPLICABLE:**

By:  
\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

Christine Savoia, President  
ARC Underground, Inc.  
2114 West Thomas Street  
Chicago, Illinois 60622

Re: 1<sup>st</sup> ANNIVERSARY CERTIFICATION  
Certification Effective: January 14, 2002  
Certification Expires: July 31, 2007  
Annual Affidavit Certificate Expires: January 31, 2003

Dear Ms. Savoia:

Congratulations on your continued eligibility for certification as a **DBE/WBE** by the City of Chicago. Re-validation of Arc Underground, Inc.'s certification is required by January 31, 2003.

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

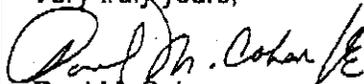
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Sewer and Drain Contractor; Miscellaneous Concrete  
(Exclusive of Public Walkways)**

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

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

Very truly yours,

  
Paul M. Cohen  
Deputy Procurement Officer

PMC/emc

City of Chicago  
Richard M. Daley, Mayor

Department of Purchases,  
Contracts and Supplies

David E. Malone  
Chief Procurement Officer

City Hall, Room 403  
1 North LaSalle Street  
Chicago, Illinois 60602-1284  
(2) 744-4900  
(2) 744-2949 (TTY)

<http://www.cityofchicago.org>





**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1291

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

**PARTIAL PAY ITEMS**

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

Garth Masonry Corp. MBE is Joint Venturing the masonry work with  
Larmco Company, Inc. Non-MBE

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

GARTH MASONRY CORP.

Name of MBE/WBE Firm (Print)

11/5/02

Date

708-757-5455

Phone

*Steven A. Garth*

Signature

Steven A. Garth, President

Name (Print)

IF APPLICABLE:

By:

LARMCO COMPANY, INC.

Joint Venture Partner (Print)

11/5/02

Date

708-758-6885

Phone

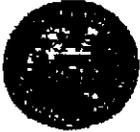
*Larry L. Mueller*

Signature

Larry L. Mueller, President

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE X



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

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

Steven A. Garth, Sr., President  
Garth Masonry Corporation  
2741 East 223<sup>rd</sup> Street  
Chicago Heights, IL 60411

Certification Effective: June 12, 2002  
Certification Expires: June 30, 2007  
Annual Certificate Expires: June 30, 2003

Dear Mr. Garth:

We are pleased to inform you that Garth Masonry Corporation has been certified as an MBE/DBE by the City of Chicago. This MBE/DBE certification, which is valid for five years must be re-validated annually. Your firm's next annual validation is required by June 30, 2003. As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes 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.

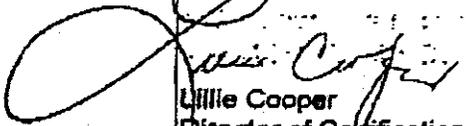
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**General Contractor; Masonry and Concrete, Precast and Flexicore Installation Services**

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

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

Very truly yours,

  
Willie Cooper  
Director of Certification

LC/pgb

Revision: 10/2/02



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**SCHEDULE C AND THE BACKUP MUST BE SUBMITTED WITH  
YOUR BID**

Name of Project: 8th District Police Station, 3420 W. 63rd Street, Chicago, IL

Project Number: \_\_\_\_\_

FROM: CABLE COMMUNICATIONS, INC.  
(Name of MBE or WBE)

MBE: \_\_\_\_\_ WBE: X

TO: UBM, Inc. and Public Building Commission of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor    X a Corporation  
\_\_\_\_\_ a Partnership        \_\_\_\_\_ a Joint Venture

The MBE/WBE Status of the undersigned is confirmed by the attached letter of Certification, dated April 10, 2002. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

**ELECTRICAL LABOR AND MATERIAL**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$274,500.00  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

If MBE/WBE subcontractor will not be sub-contracting 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:

CABLE COMMUNICATIONS, INC.

Name of MBE/WBE Firm (Print)

11/18/02

Date

(773) 926-1344

Phone

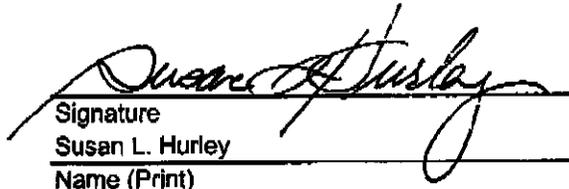
IF APPLICABLE:

By: NA

Joint Venture Partner (Print)

Date

Phone

  
Signature  
Susan L. Hurley  
Name (Print)

Signature

Name (Print)

MBE: \_\_\_\_\_ WBE: \_\_\_\_\_ Non-MBE/WBE: \_\_\_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

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

Susan L. Hurley, President  
Cable Communications, Inc.  
6200 South Oakley Avenue  
Chicago, Illinois 60636

Re: 1<sup>st</sup> ANNIVERSARY CERTIFICATION

Certification Effective: April 10, 2002  
Certification Expires: April 30, 2007  
Annual Affidavit Certificate Expires: April 30, 2003

Dear Ms. Hurley:

Congratulations on your continued eligibility for certification as a DBE/WBE by the City of Chicago. Re-validation of Cable Communications, Inc.'s certification is required by April 30, 2003.

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

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

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

**Electrical and Communications Contractor**

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

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

Very truly yours,

Lillie Cooper  
Director of Certification

LC/edj



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1291

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

Name of Project 8th District Police Station

STATE OF ILLINOIS :  
 COUNTY OF COOK : SS

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

Sr. Vice President  
 Title  
 and duly authorized representative of

UBM, Inc.  
 Name of General Contractor  
 whose address is

223 W. Jackson Blvd., Suite 1200

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
UBM, Inc.	General Cond., Misc. Concrete, Carpentry, Doors, Frames, Cas. Labor	\$2,065,000	\$
Universal	Fence	\$ 120,000.	\$
QC Enterprise	Terrazzo	\$	\$109,000.
ARC Underground	Site Concrete	\$	\$227,000.
Garth/Laroco JV	Masonry	\$867,500	\$
Cable Communications	Electrical	\$	\$274,500.
		\$	\$
Total Net MBE/WBE Credit		\$3,052,500.	\$610,500.
Percent of Total Base Bid		25 %	5 %

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. 1291

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:

UBM, Inc.  
Name of Contractor (Print)  
November 15, 2002  
Date  
(312) 939-0505  
Phone

  
Signature  
Ram P. Singh  
Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1291

SCHEDULE E - Request for Waiver from MBE/WBE Participation

N/A

Date: \_\_\_\_\_

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

Dear Ms. Carey:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation attached: yes \_\_\_\_\_ no \_\_\_\_\_

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No 1291**

**Affidavit of Uncompleted Work**

**A. Work Under Contract**

List below the work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bid 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	Burroughs Campus Park	Cook County Forensic Bldg.	Engine Company 63	Jewel Express Fuel Center	Gateway Stair Tower	
Contract With	Public Building Commission of Chicago	Cook County	Public Building Commission of Chicago	Albertson's Inc	Gateway Foundation	
Estimated Completion Date	Winter 2002	Fall 2002	May-03	December-02	March-02	
Total Contract Price	\$717,153	\$747,400	\$6,877,000	\$1,130,394	\$2,235,000	
Uncompleted Dollar Value if Firm is the GC	\$652,516	\$350,212	\$5,145,960	\$1,130,394	\$2,235,000	
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						<b>\$9,514,082.00</b>

**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 Bidder's own forces, including all work indicated as awards pending. All work subcontracted to other 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						
Fireproofing						

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No 1291**

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List) Carpentry		\$4,550	\$80,000			\$84,550
General Condition	\$139,453	\$168,900	\$864,870	\$155,356	\$180,000	\$1,508,579
<b>TOTALS</b>	<b>\$139,453</b>	<b>\$173,450</b>	<b>\$944,870</b>	<b>\$155,356</b>	<b>\$180,000</b>	<b>\$1,593,129</b>

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No 1291**

**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	Numerous	Numerous	Numerous	Numerous	Numerous
TYPE OF WORK	All Divisions				
SUBCONTRACT PRICE	Various	Various	Various	Various	Various
AMOUNT UNCOMPLETED	90%	59%	72%	100%	100%

SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

**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.

*Ram P. Singh*  
Signature

11/15/02  
Date

Ram P. Singh  
Name (Type or Print)

Sr. Vice President  
Title

UBM, Inc.

Bidder Name  
223 W. Jackson Blvd., Suite 1200

Address  
Chicago, IL 60606

City                      State                      Zip

Subscribed and sworn to before me  
this 15th day of November, 2002

*Carolyn Beard*  
Notary Public

Commission expires:





## DISCLOSURE OF RETAINED PARTIES

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: 8<sup>th</sup> District Police Station

Description of goods or services to be provided under Contract: # 1291

General Construction

2. Name of Contractor: UBM, 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:

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

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

## DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- 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.
  - 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.
  - 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.

Rohit Patel  
Signature

February 21, 2003  
Date

Rohit Patel  
Name ( Type or Print)

Vice President  
Title

Subscribed and sworn to before me

this 21st day of Feb. 2003

Carolyn Beard  
Notary Public



# UBM, INC

February 20, 2003

8<sup>th</sup> District Police Station / Project #1291

## Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Universal Iron Works	2315 S. Kedvale Chicago, IL	Subcontractor	\$ 120,000.00 (est.)
QC Enterprise	2473 S. Archer Chicago, IL	Subcontractor	\$ 109,000.00 (est.)
ARC Underground	2114 W. Thomas Chicago, IL	Subcontractor	\$ 227,000.00 (est.)
Garth/Larmco	20001 Blackstone Lynwood, IL	Subcontractor	\$1,735,000.00 (est.)
Cable Communications	6200 S. Oakley Chicago, IL	Subcontractor	\$ 274,500.00 (est.)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1291

PERFORMANCE AND PAYMENT BOND

Contract No. 1291

Bond No. 6102396801

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

United States Fire Insurance Company

305 Madison Ave.

Morristown, NJ 07962

a corporation organized and existing under the laws of the State of NY, with offices in the State of Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Twelve Million Two Hundred Ten Thousand Dollars and 00/100 (\$12,210,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated February 11, 2003, for the fabrication, delivery, performance and installation of

8<sup>th</sup> District Police Station  
3420 West 63<sup>rd</sup> Street, Chicago, Illinois

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1291

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 Twelve Million Two Hundred Ten Thousand Dollars and 00/100 (\$12,210,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1291

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this February 21, 2003 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Carolyn Beard  
Name  
223 W. Jackson  
Business Address  
Chicago IL  
City State

BY \_\_\_\_\_ (Seal)  
Individual Principal  
\_\_\_\_\_  
Individual Principal (Seal)  
\_\_\_\_\_  
Partner

CORPORATE SEAL

ATTEST:

BY Rohit Patel  
Rohit Patel  
~~XXXXXXXX~~ Vice President  
Title  
233 West Jackson Blvd.  
Chicago, Illinois 60606  
Business Address

UBM, Inc.  
Corporate Principal

BY Sandra D. Jiles  
Sandra D. Jiles  
President  
Title

BY [Signature]  
305 Madison Ave.  
Morristown, NJ 07962  
Business Address

United States Fire Insurance Company  
Corporate Surety  
Jeffrey M Leadley, Attorney in Fact  
Title

CORPORATE SEAL

The rate of premium of this Bond is \$ 10.50/SLIDE per thousand. \*\*  
Total amount of premium charged is \$ \$76,228.00 \*\*\*

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

\*\* Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1291

BOND APPROVAL

BY

Edrick C. Johnson

Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Rohit Patel, certify that I am the Vice President ~~Secretary~~ of the UBM, Inc., corporation named as Principal in the foregoing performance and payment bond, that Sandra D. Jiles 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.

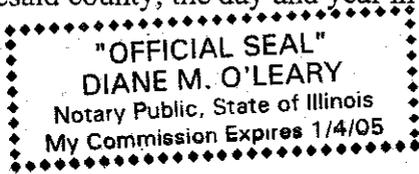
Dated this 21 day of Feb 2003.

CORPORATE SEAL

STATE OF ILLINOIS  
COUNTY OF COOK

On this 21st day of February, 2003, before me personally appeared  
Jeffrey M Leadley, known to me to be the Attorney-in-Fact of  
United States Fire Insurance Company, the corporation that  
executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Diane M O'Leary  
(Notary Public)

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE, NEW YORK, N.Y.

176337

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint Donna Wright, William Reidinger, Diane M. O'Leary, Matthew V. Buol, Karen Bogard, Jennifer E. Rome, Debra Kohlman, William T. Krumm, Jeffrey M. Leadley, Steven B. Cade, Sylvia Garcia, and Brian Passolt, of Chicago, Illinois, each

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey, in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3<sup>rd</sup> day of September, 2002.



Attest:

*David Pesce*

Assistant Secretary  
David Pesce

UNITED STATES FIRE INSURANCE COMPANY

*Peter J. Daly*

Senior Vice President  
Peter J. Daly

STATE OF NEW JERSEY)

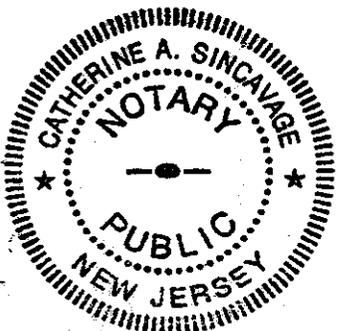
ss.:

COUNTY OF MORRIS )

On this 3<sup>rd</sup> day of September, 2002, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of United States Fire Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

(Signed)  
(Seal)



*Catherine A. Sincavage*  
Notary Public

Catherine A Sincavage  
Notary Public of New Jersey  
My Commission Expires July 12, 2004

This Power of Attorney is granted pursuant to Article IV of the By-Laws of the UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect.

**ARTICLE IV Execution of Instruments.** "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article III, Section 9 of the By-Laws of the UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect.

**ARTICLE III Section 9 Facsimile Signatures.** "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

#### CERTIFICATE

State of New Jersey  
County of Morris

I, the undersigned, Assistant Secretary of UNITED STATES FIRE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article IV and Article III, Section 9 of the By-Laws of the Corporation are now in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this  
21st day of February, 2003.

By



Assistant Secretary  
David Pesce

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1291

## IV. INSTRUCTIONS TO BIDDERS

### A. Examination Of Documents By Bidder

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

### B. Interpretations Or Addenda

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

### C. Inspection Of Site

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

### D. Pre-Qualification Of Bidders

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

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

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

### **E. Competency of Bidder**

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

### **F. Substitutions Prior To Bid Date**

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

### **G. Preparation of Bid**

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

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

### **H. Bid Guarantee: Deposit and Time Period**

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

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

## **I. Administrative Fee**

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

## **J. Bidder's Execution of Bid**

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

## **K. Basis of Award (Award Criteria)**

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

## **L. Alternates**

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

## **M. Unit Prices**

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

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

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

### **N. Affidavit of Non-Collusion**

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

### **O. MBE and WBE Commitments**

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

### **P. Affidavit of Uncompleted Work**

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

### **Q. Bidder's Financial Statement**

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

### **R. Disclosure Affidavit**

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

### **S. Affidavit of Local Business**

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

### **T. Statement of Bidder's Qualifications**

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

### **U. Disclosure of Retained Parties**

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

### V. Submission of Bid

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

### W. Withdrawal Of Bids Before Bid Opening

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

### X. Opening Of Bids

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

### Y. Evaluation of Bids

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

### Z. Award Of Contract; Rejection Of Bids

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

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

### AA. Performance and Payment Bond and Insurance

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

### BB. Order of Precedence of Components of the Contract Documents

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

### CC. Protests

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.



February 13, 2003

**Richard J. Daley Center**  
50 W. Washington Street  
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Chicago, Illinois 60602  
(312) 744-3090  
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Sandra Jiles  
UBM, Inc.  
233 W. Jackson  
Chicago, Illinois 60606

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Executive Director  
and Secretary  
EILEEN J. CAREY

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

Assistant Secretary  
TIMOTHY J. MITCHELL

RE: **Notice of Award**  
Contract No.: 1291  
Type of Work: General Construction  
Project: 8<sup>th</sup> District Police Station

Dear Ms. Jiles:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on February 11, 2003 the Commission awarded to your company Contract No. 1291 in the amount of \$12,210,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also, enclosed please find the Disclosure of Retained Parties form. All documents must be returned to the Commission fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than February 21, 2003.

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

Sincerely,

Kevin Gujral  
Executive Director

cc:



Richard J. Daley Center  
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Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
Fax: (312) 744-8005  
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John E. Wilson, Ltd.  
Certified Public Accountants

Assistant Secretary  
TIMOTHY J. MITCHELL

March 6, 2003

Sandra Jiles  
UBM, Inc.  
223 West Jackson Boulevard, Suite 1200  
Chicago, Illinois 60606

RE: **NOTICE TO PROCEED**  
Contract No.: 1291  
Project No.: PD-008  
Type of Work: General Construction  
Project: 8th District Police Station

Dear Ms. Jiles:

Pursuant to Contract No.1291, which was awarded to your firm on **February 11, 2003** you are hereby notified that the commencement date for this project is **March 17, 2003**.

Pursuant to the Contract, all work must be completed within 500 consecutive calendar days of the commencement date. The preliminary acceptance date is established as **July 29, 2004**. Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

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

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. Tishman Construction Corporation will perform as the Commission's Owner's Representative. Please submit the original and three copies of all correspondence pertaining to this work to:

Name: Daniel Albo  
Company: Tishman Construction Corporation  
Address: One South Wacker Drive, Suite 2300  
Chicago, Illinois 60616



along with a copy to Tom Coleman, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence. **This Notice To Proceed authorizes you to enter upon the project site and commence with the work on March 17, 2003.**

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

Sincerely,

**Public Building Commission of Chicago**

A handwritten signature in black ink, appearing to read 'Kevin Gujral', written over the typed name.

Kevin Gujral  
Executive Director

KG/dz

CC: Jack Brankin  
K. Gujral  
T. Coleman  
Julia Sportolari  
Nancy Jahnel  
Target