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City/State/Zip: Chicago, Illinois 60607
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TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1288

**DePriest Elementary School
New Construction
139 South Parkside Avenue
Chicago, IL
CPS-12**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Eileen J. Carey
Executive Director**

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

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

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DOCUMENT SUBMITTAL CHECKLIST

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

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

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

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

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

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

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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:

**DePriest Elementary School
New Construction
139 South Parkside Avenue
Chicago, IL
CPS-12**

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

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

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

4. **Architect's Name, Address, and Phone Number:** Roula Associates Architects, Chtd.,
400 N. State St., Suite 400, Chicago, IL 60610, (312) 822-9921

5. **Commission's Project Managers:** Yoav Yaakoby/Lori Zielinski

6. **Ward:** 29

7. **City Funded?:** No

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

9. **Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through the Commission's Project Managers. A walk through is scheduled for 1:00 p.m. CDT at the Site on August 5, 2002.

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10. Documents Available from: Roula Associates Architects, Chtd., 400 N. State St., Suite 400, Chicago, IL 60610, (312) 822-9921
- 11.
12. Pre-Bid Meeting Date, Time, and Location: Monday, August 5, 2002 at 11:00 a.m. CDT in the 2nd Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602
13. Bid Opening Date and Time: **Thursday, August 29, 2002 at 11:00 a.m.**
14. Amount of Bid Deposit: \$828,000
15. Administrative Fee: \$5,000.00
16. Amount of Contingency Fund: \$794,709
17. Document Deposit: \$0.00
18. Cost for Additional Documents (per set): \$600
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 494 Days upon issuance of the Notice to Proceed. The Work must be completed as follows:

Phase I- 100 Days

Phase II- 434 Days

C. Contingency Fund

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

D. Time of Completion of Punch List Work

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

E. Copies of Drawings and Specifications Furnished

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

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F. Liquidated Damages

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

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

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

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

G. Insurance Requirements

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

A. Insurance To Be Provided By the Contractor

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Workers' Compensation and Employer's Liability

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

Part One - Workers' Compensation: Statutory Limit

Part Two - Employer's Liability: Annual Limits:

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

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

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

Commercial General Liability

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

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

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

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

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

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

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

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Automobile Liability

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

Automobile Liability covering all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than that of the commercial Business Auto Policy in limits not less than \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury and Property Damage shall be provided.

Excess/Umbrella Liability

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

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

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

Property Insurance

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

Watercraft and Aircraft Liability

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

Rigger's Liability

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

Pollution Liability

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

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Should occurrence coverage not be available but is available on a claims made basis, then such coverage shall begin on the date of contract award and shall survive for a minimum of three (3) years following the date that the last of any hazardous materials were removed, transported, disposed of and/or deposited at an appropriate EPA licensed facility. If insurance is available from the insurance industry on an occurrence basis, coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim might arise out of the work performed, such period of time being no less than seven (7) years. Additionally, all insurance coverage shall survive until all hazardous materials are disposed of in an ultimate EPA licensed disposal facility, including an incinerator, and until all federal, state and local environmental requirements have been complied with, whether such compliance is the obligation of the Contractor, its Subcontractor, the Owner or other third parties. All disposal facilities shall provide the Owner and Contractor with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$1,000,000, which covers all claims arising from the disposal facilities' handling and storage of the hazardous materials. Pollution Liability insurance for the transportation of the hazardous material may be carried by the transporter with limits not less than \$1,000,000 per occurrence.

Professional Liability/Errors & Omissions Insurance (if applicable)

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

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

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

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

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3. Primary Insurance - Except for operations at the site insured under 11.5 OWNER-CONTROLLED INSURANCE PROGRAM, all policies shall contain language that such insurance coverage shall be primary & non-contributory to any insurance which may be procured, maintained by or on behalf of the Owner or any "Additional Insured's".
4. Separation of Insureds - Each policy shall contain wording such that the insurance afforded by the policy shall apply separately to each insured against whom claim is made or suit is brought.
5. Notice - Each policy shall be endorsed to state that coverage shall not be suspended, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) calendar days advance written notice by certified mail has been given to Board of Education of the City of Chicago.
6. Best Rating - All insurers shall be licensed by the State of Illinois and rated A- VII or better by A.M. Best or comparable rating service. The Director of Risk & Benefits Management of the Board of Education of the City of Chicago must approve any deviation. Satisfactory evidence of insurance coverage shall be submitted to the Board and the Program Administrator upon request.

B. Board of Education Owner Controlled Insurance Program

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

C. Insurance To Be Provided By the Commission

1. **Builder's Risk**

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- 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 **Yoav Yaakoby/Lori Zielinski**.
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Yoav Yaakoby/Lori Zielinski** and the Contractor's Bonding Company

I. Prevailing Wage Rates

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

J. Community Hiring Requirements and Incentives

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

K. Contractor's Project Manager

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

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L. Additional Safety Requirements

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

1. Contractor shall be solely responsible for safety on the Site. Contractor shall adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of Contractor's Safety Manual and/or a Site specific safety plan.
2. Contractor, both directly and indirectly through its Subcontractors, shall continuously protect the Work and the Board's property from damage, injury or loss arising in connection with operations under the Contract Documents. Contractor shall make good any such damage, injury or loss. Contractor is responsible for Site security. Dogs or other animals are not allowed.
3. Contractor, both directly and indirectly through its Subcontractors, shall take all necessary precautions to ensure the safety of the public and workers on the Site, and to prevent accidents or injury to any persons on, about, or adjacent to the Site where the Work is being performed.
4. Contractor shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Contractor, and its Subcontractors, shall cooperate with any other contractor that may be performing work on the Site, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Contractor and its Subcontractors, shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety related documents and programs.
5. Contractor shall erect and properly maintain, at all times, as required by laws and regulations and the conditions and progress of the Work, proper safeguards for the protection of workers, staff, students, and the public. Proper safeguards include, but are not limited to, eight (8) foot tall temporary chain link fencing around all areas of demolition activity, warning signage, protective scaffolding, and all other actions necessary to protect workers, staff, students, and the public. If such proper safeguard are not taken by the Contractor, the Board reserves the right (without incurring any obligation whatsoever and without limiting any other right or remedy which the Board may have under this Agreement or at law or equity) to take such action as necessary to so protect workers, staff, students and the public and to back-charge the Contractor for the cost thereof. Work must be coordinated with school staff. Appropriate precautions must be taken when Work is performed when school is in session and/or students are on a Site. Extra hazardous work shall not be performed when school is in session and/or students are on a Site.
6. In an emergency affecting the safety of life, the Work, or adjoining property, Contractor, without special instructions or authorization from the Architect or the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.
7. Contractor shall protect private and public property adjacent to the Work, including all streets, sidewalks, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the Work. If the items are damaged by Contractor or its Subcontractors, Contractor shall make all necessary repairs to or replacements of them at no cost to the Board.

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8. If, in the opinion of the Board, Contractor's Work endangers adjoining property or persons, upon written notice from the Board to the Contractor, the Work shall be stopped and the method of operation changed in a manner acceptable to the Board. Contractor acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.
9. When performing the Work, Contractor shall comply with the Construction Operations Phasing Plan and Schedule included in the Contract Documents.
10. Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Work.. Contractor shall, at all time, provide and maintain adequate protection against weather (including, but not limited to rain, winds, storms, snow, sleet, frost or heat) so as to preserve and keep all Work, material, equipment, apparatus and fixtures free from injury or damage.
11. Adequate precautions shall be taken against fire throughout all Contractors and Subcontractors operations. Flammable material shall be kept at an absolute minimum and, if any, shall be properly handled and stored. Except as otherwise provided in the Contract documents, Contractor shall not permit fires to be built or open salamanders to be used in any part of the Work.
12. Contractor shall provide and maintain adequate protection for all properties adjacent to the Site. When required by law or for the safety of the Work, Contractor shall shore up, brace, underpin and protect as necessary, adjacent pavements, foundations and other portions of existing structures that are in any way affected by the operations under the Contract Documents. Contractor, before beginning any part of the Work, shall give any required notices to any adjoining landowner or other parties.
13. Contractor shall cooperate with any other contractor that may be performing work in the Site in connection with the compliance with regulations of OSHA and all other federal, state, and municipal laws, rules and regulations relating to job site safety and practice including, as may be relevant, appealing decisions, correcting work within abatement periods, appealing or requesting extension on abatement periods when work has been done by other contractors and furnishing the supporting information or material as may be necessary to fully protect the rights of the Board, its representatives and other contractors on pending or prospective violation orders.
14. Unless otherwise noted, all existing fixtures, furniture, and equipment, shall be carefully removed by Contractor to a nearby area, protected from damage of any kind, before Work begins in that area. Contractor shall return the items to the originally designated place at the finish of the Work. For electronic or utility hook-ups, the Board shall be notified in advance, and allowed sufficient time to disconnect items before removal. Hook-ups shall be reconnected by the Board after replacement of furniture and equipment by Contractor.
15. Contractor shall comply with Construction Operations Phasing Plan and Schedule included in the Construction Documents when performing the Work.
16. The Contractor shall maintain a written policy regarding drug and/or alcohol testing of employees and shall implement such policy at any time that the Contractor, or any of the Contractor's supervisory personnel, forms a reasonable suspicion that such testing may have a

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positive result. The said policy shall also require the testing of all employees directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to insure that all subcontractors on the Project maintain and implement similar testing policies, the Contractor shall require a similar written policy in each subcontract.

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

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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. 1288 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 A#1 (August 15, 2002), Addendum A#2 (August 21, 2002),
Addendum A#3 (August 23, 2002)

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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	DIVISION	\$ AMOUNT
Sitework	2	600,000
Concrete	3	1,400,000
Masonry	4	2,400,000
Steel	5	600,000
Carpentry	6	500,000
Roofing/Waterproofing/Sealants	7	600,000
Doors & Windows	8	600,000
Finishes	9	1,200,000
Specialty Items	10	170,000
Equipment	11	300,000
Furnishings	12	20,000
Special Construction	13	- 0 -
Vertical Transportation	14	40,000
Mechanical	15	2,108,000
Electrical	16	1,500,000
Winter Conditions		100,000
General Conditions		1,150,000
Fee		700,000
SUB-TOTAL		13,988,290
Allowances		- 0 -
Commission's Contingency Fund		\$794,709
TOTAL BASE BID		14,783,000

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

Fourteen million one hundred seventy-nine thousand
eight hundred fifty-four dollars

(\$ 14,179,854)

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Eight Hundred Seventy Three Thousand

dollars

(\$ 14,873,000)

PUBLIC BUILDING COMMISSION OF CHICAGO

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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)

Walsh Construction Company of IL.
Contractor Name

929 W. Adams St. Chicago, IL 60607
Address

If a Corporation:

By [Signature]
Daniel J. Walsh

President
Title of Signatory

ATTEST:
By [Signature]
Larry J. Kibbon

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 23 day of August, 2002.

[Signature]
Notary Public Signature
Commission Expires: 9-27-02



PUBLIC BUILDING COMMISSION OF CHICAGO

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C. Corporate Resolution (if a Corporation)

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

Walsh Construction Company of Illinois, 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 January 8, 2002, 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 August 23, 2002 to the Public Building Commission of Chicago, for Contract No. 1288 of said Commission, for the sum of Fourteen million seven hundred eighty-three thousand (\$ 14,783,000);

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: Daniel J. Walsh

Vice President: Richard A. Krause

Secretary: Larry J. Kibbon

Treasurer: Larry J. Kibbon

Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 23 day of August, 2002.

Larry J. Kibbon
Secretary





Corporate Resolution

I, the undersigned, do hereby certify, that the following is a complete, true and correct copy of certain resolutions of the Board of Directors of Walsh Construction Company, a corporation duly organized and existing under the laws of the State of Illinois, which resolutions were duly adopted at a daily called meeting of said Board, held on January 8, 2002, a quorum being present, and are set forth in the minutes of the said meeting; that I am the keeper of the corporate seal and of the minutes and records of the Corporation; and that the said resolutions have not been rescinded or modified:

Be it resolved, that the following individuals are duly authorized to sign legal documents for the Corporation:

Daniel J. Walsh

President

Larry J. Kibbon

Secretary/Treasurer

Be it further resolved, that each of the foregoing resolutions shall continue in force until express written notice of its recession or modification.

I Further Certify that the following named persons are Officers of said Corporation, duly qualified and not acting as such:

President *Daniel J. Walsh*
Daniel J. Walsh

Secretary *Larry J. Kibbon*
Larry J. Kibbon

STATE OF ILLINOIS
COUNTY OF COOK

I, Cathy T. Melton, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel J. Walsh, President, and Larry J. Kibbon, Secretary/Treasurer of the WALSH CONSTRUCTION COMPANY, who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 23 day of August 2002.

Cathy T. Melton
Cathy T. Melton



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III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>14,783,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.35</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>206,962</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>221,745</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>73,915</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.07</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>41,392</u>

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Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>44,349</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>14,783</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>603,146</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>14,179,854</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 14,179,854

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

Each one (1%) percent deficiency toward the goal for minority 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 subcontract liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

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

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

6. Major Trades

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

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

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

7. Trade Participation - For Information Only

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

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

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TRADE PARTICIPATION

ALL TRADES

PERCENT OF MINORITY

35%

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B. Unit Prices

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

UNIT PRICES:

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Catch basin or manhole removal and bulkhead	1000.00	EA
2.	Catch basin or manhole removal and reset	3000.00	EA
3.	Pavement removal, bituminous roads, 3" thick	9.50	SY
4.	Pavement removal, bituminous roads, 4"-6" Thick	15.75	SY
5.	Concrete curb and gutter removal	3.60	LF
6.	Pipe removal, sewer/water with excavation, 12" diameter	34.50	LF
7.	Pipe removal, sewer/water with excavation, 15" diameter	34.50	LF
8.	Pipe removal, sewer/water with excavation, 24" diameter	46.00	LF
9.	Pipe removal, sewer/water with excavation, 36" diameter	97.75	LF
10.	Sidewalk removal, 5" concrete	9.00	SY
11.	5" P.C.C. sidewalk including sub base	4.25	SF
12.	Ceiling Type C1	3.50	SF
13.	Ceiling Type C2	3.50	SF
14.	Ceiling Type C3	3.50	SF
15.	Ceiling Type C4	3.50	SF
16.	Single face exit sign	258.75	EA
17.	Double face exit sign	287.50	EA
18.	Sprinkler head - pendant type	230.00	EA
19.	Sprinkler head - brass upright	201.25	EA
20.	Single pole toggle switch	207.00	EA
21.	Three-way switch	253.00	EA
22.	Duplex receptacle	207.00	EA
23.	Duplex receptacle - separate circuit	258.75	EA
24.	Smoke detector	230.00	EA
25.	Intercom speaker - ceiling mounted	218.50	EA
26.	Intercom speaker - wall mounted	287.50	EA
27.	Voice outlet	207.00	EA
28.	Data outlet	207.00	EA
29.	Wall mounted motion detector	253.00	EA
30.	Keypad	345.00	EA
31.	Door contact	207.00	EA
32.	Electric strike	276.00	EA
33.	Fire alarm pull station	280.00	EA
34.	Heat detector	233.00	EA
35.	Duct detector	625.00	EA
36.	Combination smoke / heat detector	310.00	EA
37.	Audible alarm device	235.00	EA
38.	Visual alarm device	230.00	EA
39.	Combination audible and visual device	235.00	EA
40.	Light fixture Type AA1	230.00	EA

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41.	Light fixture Type A1	216.00	EA
42.	Light fixture Type AA	216.00	EA
43.	Light fixture Type B	230.00	EA
44.	Light fixture Type B1	230.00	EA
45.	Light fixture Type C	269.10	EA
46.	Light fixture Type D	240.00	EA
47.	Removal and disposal of contaminated soil (special waste)	70.00	CY
48.	Removal and disposal of contaminated soil (hazardous waste, if any)	356.00	CY
49.	P.C.C. Sidewalk, 8", Special (Curb Ramps for people with disabilities)	5.50	SF
50.	Protective Coat for concrete	1.86	SY
51.	CB, MH, or Inlet to be cleaned	460.00	EA
52.	WW, CB, MH or Inlet to be adjusted	287.00	EA
53.	City electric vault or handhold to be adjusted	402.00	EA
54.	MH, CB or Inlet to be filled	920.00	EA
55.	Manhole, Type A (Except frame and lid)	3000.00	EA
56.	Catch Basin (Except Frame and Lids)	1500.00	EA
57.	Chicago Standard MH, CB, Inlet, and Water Meter Vault Frames	518.00	EA
58.	Lids for manholes, catch basins, inlet, and water meter vault	287.00	EA
59.	Storm Sewer, 6" ESVCP	70.00	LF
60.	Storm Sewer, 8" ESVCP	80.00	LF
61.	Storm Sewer, 12" ESVCP	98.00	LF
62.	Trench backfill	25.00	CY
63.	Class 'SI' concrete (Miscellaneous)	300.00	CY
64.	Ornamental Fencing/Gate	47000.00	LS
65.	Special excavation	34.50	CY
66.	Special waste hauling and disposal	46.00	TON
67.	Saw cutting pavement	1.15	LF
68.	Tree removal (6" to 15" dia.)	86.00	IN. DIA
69.	Tree removal (over 15" dia.)	172.50	IN. DIA
70.	Stabilization stone	31.00	CY
71.	Crushed stone (temporary use)	16.10	TON
72.	Fill Material Type A, 6"	40.00	CY
73.	Fill Material Type D, 6"	20.00	CY
74.	Fill Material Type E, 6"	20.00	CY
75.	Underbed Material (CA-7 or CA-8), 6"	40.00	CY
76.	Bituminous concrete surface course, 1-1/2"	61.00	TON
77.	Bituminous concrete binder course, 1-1/2"	61.00	TON
78.	Level binder (hand method) Type 2	61.00	TON
79.	Bituminous material (prime coat)	11.50	GAL
80.	P.C.C. Comb. Curb and gutter, Type 3 and/or modified curb	18.40	LF
81.	P.C.C. driveway and alley pavement 8"	48.15	SY
82.	P.C.C. barrier curb, Type 4	20.00	LF
83.	Storm sewer, 36" RCP	155.00	LF
84.	Sanitary sewer, 8" ESVCP	172.00	LF
85.	Water service pipe, 8" pipe class 56	110.00	LF

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IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Daniel J. Walsh, being first duly sworn, deposes and says that:

(1) He/She is President of Walsh Construction Company of Illinois 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.

Daniel J. Walsh (Signed) President

(Title) Subscribed and sworn to before me this 23 day of August 20 02

Cathy T. Melton (Title) Notary Public

(Title) My Commission expires: 9-27-02



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SCHEDULE B - Joint Venture Affidavit
(1 of 3)

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

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

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

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____ %

8. Specify as to:

A. Profit and loss sharing _____ %

B. Capital contributions, including equipment _____ %

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

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

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SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

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Contract No. 1288

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

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

Notary Public

Notary Public

Commission expires: (SEAL)

Commission expires: (SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1284

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: DePriest Elementary School

Project Number: 1288

FROM:

U.S. Masonry MBE XX WBE
(Name of MBE or WBE)

TO:

Walsh Construction Company of Illinois 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 August 2, 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.

Section 4200 - Unit Masonry

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

\$2,624,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1284

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

10 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

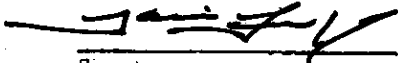
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

U.S. Masonry, Inc.
Name of MBE/WBE Firm (Print)
9/03/2002
Date
(630) 469-4575
Phone


Signature
Louis Leon Jr.
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>

Louis Leon, Jr., President
U.S. Masonry, Inc.
21 W. 781 Valley View Drive
Glen Ellyn, Illinois 60137

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: August 2, 2002
Certification Expires: May 31, 2006
Annual Affidavit Certificate Expires: May 31, 2003

Dear Mr. Leon:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **U.S. Masonry, Inc.'s** certification is required by **May 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:

Masonry Contractor

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/edj



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1288

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: DePriest Elementary School

Project Number: 1288

FROM:

Sonak Electric MBE XX WBE _____
(Name of MBE or WBE)

TO:

Walsh Construction Company of Illinois 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 XX a Corporation
_____ a Partnership _____ a Joint Venture

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

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

Electrical

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

1,680,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

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:

Blank lines for describing partial pay items.

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

10 % 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:

SONAK ELECTRICAL CONTR.

Name of MBE/WBE Firm (Print)

8/30/02

Date

(773) 583-5350

Phone

A. O. Sonuga

Signature

AKIN O. SONUGA

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___

REC'D JUL 10 2002



Akindunni O. Sonuga, President
Sonak Electrical Contractors, Inc.
3240 West Foster Avenue
Chicago, Illinois 60625

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>

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: July 02, 2002
Certification Expires: April 30, 2006
Annual Affidavit Certificate Expires: April 30, 2003

Dear Mr. Sonuga:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Sonak Electrical Contractors, 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 Contractor

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/edj



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

**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: DePriest Elementary School

Project Number: 1288

FROM:

Jade Carpentry MBE _____ WBE XX
(Name of MBE or WBE)

TO:

Walsh Construction Company of Illinois 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 XX a Corporation
_____ a Partnership _____ a Joint Venture

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

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

Carpentry, Millwork and Flooring Work

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

770,000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

**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

10 % 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:

JADE Carpentry Contractors, Inc.

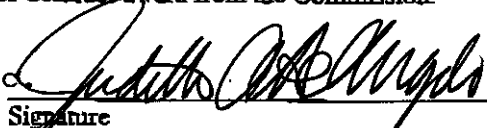
Name of MBE/WBE Firm (Print)

9/4/02

Date

773-594-1600

Phone



Signature

Judith A. DeAngelo

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>

Judith A. DeAngelo, President
Jade Carpentry Contractors, Inc.
6547 N. Avondale, Suite 100
Chicago, Illinois 60631

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: May 02, 2002
Certification Expires: April 30, 2006
Annual Affidavit Certificate Expires: April 30, 2003

Dear Ms. DeAngelo:

Congratulations on your continued eligibility for certification as a DBE/WBE by the City of Chicago. Re-validation of Jade Carpentry Contractors, 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:

Carpentry 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. 1288

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

Name of Project: DePriest Elementary School

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

President
Title
and duly authorized representative of

Walsh Construction Company of Illinois
Name of General Contractor
whose address is

929 W. Adams Street

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
US Masonry	Masonry	\$2,300,000	\$
Sonak Electric	Electrical Work	\$1,680,000	\$
Jade Carpentry	Carpentry	\$	\$ 770,000
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$3,980,000	\$ 770,000
Percent of Total Base Bid		over 25 %	over 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. 1288

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

SUB-SUBCONTRACTING LEVELS

10 % 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:

Walsh Construction Company of IL.

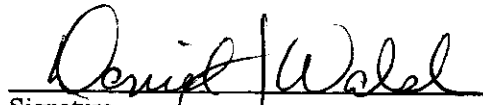
Name of Contractor (Print)

September 3, 2002

Date

312/563-5400

Phone



Signature

Daniel J. Walsh

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. 1288

SCHEDULE E - Request for Waiver from MBE/WBE Participation

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. 1288

Affidavit of Uncompleted Work

A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS	
Project	*** SEE ATTACHED						
Contract With							
Estimated Completion Date							
Total Contract Price							
Uncompleted Dollar Value if Firm is the GC							
Uncompleted Dollar Value if Firm is a Subcontractor							
TOTAL VALUE OF ALL WORK							

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

Affidavit of Uncompleted Work (continued)

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

Signature

Date

Name (Type or Print)

Title

Bidder Name

Address

City State Zip

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

Notary Public

(SEAL)

Commission expires:

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED June 13, 2002

	1	2	3	4	5	6
COUNTY AND	MIDWAY	WACKER DRIVE	Wacker Drive	S. LAKE SHORE DR.	WACKER DRIVE	I-70
SECTION NO	AIRSIDE PVT	CONTRACT A	CONTRACT B	JACKSON PARK	CONTRACT C	CLARK COUNTY, IL
CONTRACT WITH	CDOT	CDOT	CDOT	CDOT	CDOT	IDOT
EST COMPLETION DATE	12/03	10/31/2002	10/31/2002	03/30/2003	05/31/2003	10/31/2002
CONTRACT PRICE	49,656,000	75,450,000	43,381,000	11,672,000	55,194,000	73,990,000
UNCOMPLETED \$\$PRIME	28,906,000	24,770,000	28,419,000	2,751,000	39,178,000	48,957,000
UNCOMPLETED \$\$ AS SUB	NONE	NONE	None	None	None	None

**PART II. AWARDS PENDING & UNCOMPLETED WORK TO BE DONE
WITH YOUR OWN FORCES**

EXCAVATION/GRADING	2,816,000	67,000	923,000	928,000	1,821,000	5,351,000
PC CONCRETE PAVING	9,450,000	1,222,000	518,000		771,000	20,870,000
BITU HOT MIX SURF						
BITU AGGREGATE MIX						
AGG BASES/SURFACE	4,990,000	302,000	239,000		573,000	2,001,000
H/WAY-RR STRUCTURES		3,638,000	8,031,000		11,487,000	4,091,000
DRAINAGE	918,000	57,000	91,000	10,000	101,000	1,612,000
PILING/SHORING			42,000		57,000	419,000
DEMOLITION	2,910,000	219,000	202,000		317,000	712,000
MISC CONCRETE WORK		481,000	1,102,000		67,000	281,000
SITE WORK	666,000	420,000	627,000	309,000	47,000	390,000
ARCHITECTURAL		1,812,000	381,000		990,000	
TRAFFIC CONTROL	352,000		94,000		103,000	512,000
ROADWAY SIGNING						
PAINTING			228,000		313,000	
BARRIER WALLS	97,000		424,000		202,000	30,000
NOISE WALLS						
BUILDINGS/MISC/GEN'L		2,888,000	685,000		613,000	111,000
TOTALS	22,199,000	11,106,000	13,587,000	1,247,000	17,462,000	36,380,000

PART III. WORK SUBCONTRACTED TO OTHERS

	1	2	3	4	5	6
SUBCONTRACTOR	Midwest Fence	ALDRIDGE	BIGANE PAVING	ALDRIDGE	BIGANE	CHAMPAIGN ASPH.
TYPE OF WORK	FENCING	ELECTRICAL	ASPHALT	ELECTRICAL	ASPHALT	ASPHALT
SUBCONTRACT PRICE	127,000	5,796,000	69,000	940,000	162,000	5,670,000
AMOUNT UNCOMPLETED	7,000	3,892,000	62,000	507,000	156,000	3,722,000
SUBCONTRACTOR	Engineered Fill Sys.	OMEGA	TBD	UNITED RENTALS	BROADWAY	OMEGA
TYPE OF WORK	GROUT ABAND. SEWERS	DEMOLITION	PRECAST ARCH	TRAFFIC CONTROL	CONCRETE FLATWORK	DEMOLITION
SUBCONTRACT PRICE	165,000	1,695,000	733,000	154,000	10,272,000	1,441,000
AMOUNT UNCOMPLETED	0	0	733,000	25,000	5,639,000	552,000
SUBCONTRACTOR	SDI	BIGANE	BENCHMARK	G.F. STRUCTURES	BRANDENBURG	CENTRAL ILL TILE
TYPE OF WORK	SECURITY/ ESCORT	ASPHALT	DRAINAGE & WATERMAIN	RAILING	DEMOLITION	DRAINAGE
SUBCONTRACT PRICE	1,400,000	413,000	5,913,000	97,000	2,332,000	1,335,000
AMOUNT UNCOMPLETED	683,000	289,000	1,078,000	45,000	957,000	728,000
SUBCONTRACTOR	FIALA PAVING	VIXEN	BRANDENBURG	MERANJIL	BENCHMARK	J. F. EDWARDS
TYPE OF WORK	CONCRETE FLATWORK	CONCRETE FLATWORK	DEMOLITION	LANDSCAPING	DRAINAGE	ELECTRICAL
SUBCONTRACT PRICE	143,000	135,000	1,774,000	95,000	1,908,000	1,204,000
AMOUNT UNCOMPLETED	55,000	128,000	566,000	71,000	1,815,000	1,262,000
SUBCONTRACTOR	ELGIN	MIDWEST	DIVANE BROS		ALDRIDGE	O'LEVENGER
TYPE OF WORK	SWEEPING	RAILING	ELECTRICAL		ELECTRICAL	FENCE/ GUARDRAIL
SUBCONTRACT PRICE	150,000	492,000	2,550,000		3,332,000	617,000
AMOUNT UNCOMPLETED	108,000	452,000	2,463,000		3,149,000	528,000
SUBCONTRACTOR	MPC	COUNTRYSIDE	MIDWEST	BULL'S EYE	MIDWEST FENCE	EARTH CARE UNIM
TYPE OF WORK	ENVIRONMNTL REMOVAL	LANDSCAPING	FENCE & GUARDRAIL	PIPE JACKING	FENCE/GUARDRAIL	LANDSCAPING
SUBCONTRACT PRICE	22,000	602,000	378,000	175,000	601,000	1,037,000
AMOUNT UNCOMPLETED	0	602,000	368,000	0	586,000	959,000
SUBCONTRACTOR	OMEGA DEMOLITION	BENCHMARK	CHRISTY WEBBER	K-EVE	CHRISTY WEBBER	ACCL
TYPE OF WORK	BUILDING DEMO	DRAINAGE	LANDSCAPING	ASPHALT REMOVAL/PAVING	LANDSCAPING	TRAFFIC CONTROL
SUBCONTRACT PRICE	1,400,000	5,970,000	53,000	335,000	338,000	2,157,000
AMOUNT UNCOMPLETED	524,000	1,272,000	53,000	42,000	180,000	1,629,000
SUBCONTRACTOR	K-EVE	MID-AMERICA		LUISE, INC	HIGHWAY SAFETY	HARMON STEEL
TYPE OF WORK	ASPHALT	ARCH. WORK		TRUCKING	TRAFFIC CONTROL	STEEL ERECTION
SUBCONTRACT PRICE	609,000	1,891,000		300,000	523,000	1,247,000
AMOUNT UNCOMPLETED	393,000	855,000		5,000	328,000	736,000
SUBCONTRACTOR	ACE CONSTRUCTION	JLG/PROTECT	VIXEN	HOMER TREE SERV	GATEWAY CONST	WESTERN REMAC
TYPE OF WORK	PVT MRK	TRUCKING		TREE REMOVAL	REINFORCING STEEL	SIGNAGE
SUBCONTRACT PRICE	614,000	1,285,000	130,000	49,000	2,837,000	436,000
AMOUNT UNCOMPLETED	538,000	478,000	130,000	0	2,484,000	393,000
SUBCONTRACTOR		GARTH	ALDRIDGE	VIXEN	ROCKS-ANN	HOMER
TYPE OF WORK		MASONRY	CAISSONS	SIDEWALKS/ CURB & GUTTER	TRUCKING	TREE REMOVAL
SUBCONTRACT PRICE		885,000	851,000	206,000	2,850,000	131,000
AMOUNT UNCOMPLETED		822,000	247,000	19,000	2,234,000	72,000
SUBCONTRACTOR		DELGADO	TODI	SEVEN D CONS	QUALITY	MYERS ENGINEERING
TYPE OF WORK		STRUCTURAL STEEL	MICROPILES	CONCRETE PAVING	SAW/SEAL	SURVEYING
SUBCONTRACT PRICE		4,411,000	178,000	400,000	128,000	503,000
AMOUNT UNCOMPLETED		2,171,000	160,000	40,000	105,000	228,000
SUBCONTRACTOR	DELTORO	I I N ONE	I I N ONE		HOMER	ATLANTIC
TYPE OF WORK	LANDSCAPING	REINFORCED STEEL & PIT	REBAR & P/T		TREE REMOVAL	PAINTING
SUBCONTRACT PRICE	36,000	6,889,000	3,789,000		8,000	440,000
AMOUNT UNCOMPLETED	68,000	1,023,000	2,945,000		0	339,000
SUBCONTRACTOR	ALDRIDGE	DYNASTY/FALK	AREA EQUIPMENT		F. BERGLUND & SONS	
TYPE OF WORK	ELECTRICAL	SURVEYING	STEEL ERECTION		ARCHITECTURAL WORK	
SUBCONTRACT PRICE	2,955,000	895,000	2,008,000		3,334,000	
AMOUNT UNCOMPLETED	1,367,000	278,000	2,008,000		2,294,000	
TOTAL UNCOMPLETED	3,743,000	12,262,000	10,813,000	754,000	19,907,000	11,148,000

PART III. WORK SUBCONTRACTED TO OTHERS

	1	2	3	4	5	6
SUBCONTRACTOR	MANNION	SWANSON	HIGHWAY SAFETY	RITEWAY	MIDWEST FENCE	VARSITY STRIPING
TYPE OF WORK	PLUMBING	TRACKWORK	TRAFFIC	STONEWORK	RAILING	PAVEMENT MARKINGS
SUBCONTRACT PRICE	33,000	419,000	671,000	1,337,000	601,000	385,000
AMOUNT UNCOMPLETED	0	419,000	553,000	719,000	586,000	380,000
SUBCONTRACTOR	UNITED RENTALS	ICDI	ATLANTIC PRNG	DIRECTIONS	AREA	2002 TRUCKING
TYPE OF WORK		MICROPILES	PAINTING	PAVEMENT MARKINGS	STR STEEL	TRUCKING
SUBCONTRACT PRICE	500,000	108,000	376,000	10,000	327,000	1,008,000
AMOUNT UNCOMPLETED	250,000	0	343,000	10,000	327,000	1,052,000
SUBCONTRACTOR	ROCKS-ANN	TBD	ROCKS-ANN	OMEGA	FALK/PLI	AREA EQUIPMENT
TYPE OF WORK	TRUCKING	MECHANICAL	TRUCKING	DEMOLITION	SURVEYING	STR STEEL
SUBCONTRACT PRICE	3,751,000	30,000	1,435,000	50,000	440,000	98,000
AMOUNT UNCOMPLETED	2,288,000	30,000	1,008,000	0	165,000	17,000
SUBCONTRACTOR	QUALITY	TBD	BROADWAY	BROADWAY	ICDI	
TYPE OF WORK	SAW/SEAL	MISCELLANEOUS METALS	CONCRETE	DRAINAGE	MICROPILES	
SUBCONTRACT PRICE	319,000	202,000	2,921,000	62,000	722,000	
AMOUNT UNCOMPLETED	287,000	202,000	1,182,000	0	168,000	
SUBCONTRACTOR	ACCI	ATLANTIC		QUALITY	ATLANTIC	
TYPE OF WORK	SIGNAGE	PAINTING		SAW/SEAL	PAINTING	
SUBCONTRACT PRICE	50,000	376,000		76,000	331,000	
AMOUNT UNCOMPLETED	25,000	311,000		21,000	326,000	
SUBCONTRACTOR	G.F. STRUCTURES	QUALITY	QUALITY		ALLEN/ARCH. MTL	
TYPE OF WORK	GUARDRAIL	SAW/SEAL	SAW/SEAL			
SUBCONTRACT PRICE	6,000	174,000	168,000		312,000	
AMOUNT UNCOMPLETED	0	155,000	151,000		237,000	
SUBCONTRACTOR	DYNASTY GROUP	UNITED	HOMER			
TYPE OF WORK	SURVEYING	TRAFFIC	TREE REMOVAL			
SUBCONTRACT PRICE	83,000	423,000	1,000			
AMOUNT UNCOMPLETED	83,000	201,000	0			
SUBCONTRACTOR	AMERICAN TANK	BULL'S EYE	WISSJANEKELSTNER			
TYPE OF WORK	DRAIN REMOVE UNDGRN STOR TANKS	PIPE JACKING	ARCHITECTURAL WORK			
SUBCONTRACT PRICE	77,000	14,000	77,000			
AMOUNT UNCOMPLETED	18,000	14,000	15,000			
SUBCONTRACTOR	MID-AMERICAN WTR	HOMER	WEIS			
TYPE OF WORK		TREE REMOVAL	MASONRY			
SUBCONTRACT PRICE	87,000	11,000	885,000			
AMOUNT UNCOMPLETED	53,000	0	741,000			
SUBCONTRACTOR		SAGER SEALANT	FALK/PLI			
TYPE OF WORK		WATERPROOFING	SURVEYING			
SUBCONTRACT PRICE		71,000	337,500			
AMOUNT UNCOMPLETED		70,000	26,000			
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
TOTAL UNCOMPLETED	2,964,000	1,402,000	4,019,000	750,000	1,809,000	1,429,000

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED

June 13, 2002

	7	8	9	10	11	
COUNTY AND SECTION NO	SHORELINE 41ST TO 43RD	S. LSD B-1-420 23rd to Oakwood	S. LSD B-1-430 Oakwood to 56th			
CONTRACT WITH	CORPS	CDOT	CDOT			
EST COMPLETION DATE	12/31/2002	07/01/2003	07/01/2003			
CONTRACT PRICE	5,199,000	35,073,000	33,588,000			
UNCOMPLETED \$\$/PRIME		35,073,000	33,588,000			
UNCOMPLETED \$\$/SUB	4,959,000	NONE	NONE			

**PART II. AWARDS PENDING & UNCOMPLETED WORK TO BE DONE
WITH YOUR OWN FORCES**

EXCAVATION/GRADING	392,000	1,889,000	1,991,000			
PC CONCRETE PAVING		6,610,000	6,990,000			
BITU HOT MIX SURF						
BITU AGGREGATE MIX						
AGG BASES/SURFACE	32,000	983,000	1,202,000			
H/WAY-RR STRUCTURES		1,692,000	833,000			
DRAINAGE		6,317,000	5,981,000			
PILING/SHORING	3,821,000	1,127,000	737,000			
DEMOLITION						
MISC CONCRETE WORK	290,000	767,000	760,000			
SITE WORK	412,000	619,000	653,000			
ARCHITECTURAL		67,000	140,000			
TRAFFIC CONTROL	12,000					
ROADWAY SIGNING						
MARINE WORK						
BARRIER WALLS						
ALLOWANCES						
BUILDINGS/MISC/GEN'L						
TOTALS	4,959,000	20,071,000	19,287,000			0

PART III. WORK SUBCONTRACTED TO OTHERS

	7	8	9	10	11	12
SUBCONTRACTOR		HECKER	HECKER			
TYPE OF WORK		ELECTRICAL	ELECTRICAL			
SUBCONTRACT PRICE		4,050,000	4,600,000			
AMOUNT UNCOMPLETED		4,050,000	4,600,000			
SUBCONTRACTOR		BRANDENBURG	BRANDENBURG			
TYPE OF WORK		DEMOLITION	DEMOLITION			
SUBCONTRACT PRICE		265,000	93,000			
AMOUNT UNCOMPLETED		265,000	93,000			
SUBCONTRACTOR		G.F. STRUCTURES	G.F. STRUCTURES			
TYPE OF WORK		FENCE/ GUARDRAIL	FENCE/ GUARDRAIL			
SUBCONTRACT PRICE		399,000	289,000			
AMOUNT UNCOMPLETED		399,000	289,000			
SUBCONTRACTOR		NATURAL CREATIONS	NATURAL CREATIONS			
TYPE OF WORK		LANDSCAPING	LANDSCAPING			
SUBCONTRACT PRICE		854,000	974,000			
AMOUNT UNCOMPLETED		854,000	974,000			
SUBCONTRACTOR		I I IN ONE	I I IN ONE			
TYPE OF WORK		BARRIER WALL	BARRIER WALL			
SUBCONTRACT PRICE		1,437,000	3,086,000			
AMOUNT UNCOMPLETED		1,437,000	3,086,000			
SUBCONTRACTOR		ABILITY	ABILITY			
TYPE OF WORK		ASPHALT	ASPHALT			
SUBCONTRACT PRICE		183,000	99,000			
AMOUNT UNCOMPLETED		183,000	99,000			
SUBCONTRACTOR		ALDRIDGE	MOLTER			
TYPE OF WORK		CAISSONS	MASONRY			
SUBCONTRACT PRICE		750,000	35,000			
AMOUNT UNCOMPLETED		750,000	35,000			
SUBCONTRACTOR		VIXEN	VIXEN			
TYPE OF WORK		FLATWORK	FLATWORK			
SUBCONTRACT PRICE		638,000	685,000			
AMOUNT UNCOMPLETED		638,000	685,000			
SUBCONTRACTOR		S&J	S&J			
TYPE OF WORK		SIGNAGE	SIGNAGE			
SUBCONTRACT PRICE		122,000	5,000			
AMOUNT UNCOMPLETED		122,000	5,000			
SUBCONTRACTOR		HIGHWAY SAFETY	HIGHWAY SAFETY			
TYPE OF WORK		TRAFFIC	TRAFFIC			
SUBCONTRACT PRICE		1,248,000	1,110,000			
AMOUNT UNCOMPLETED		1,248,000	1,110,000			
SUBCONTRACTOR		RUSSELL	RUSSELL			
TYPE OF WORK		TREE REMOVAL	TREE REMOVAL			
SUBCONTRACT PRICE		8,000	8,000			
AMOUNT UNCOMPLETED		8,000	8,000			
SUBCONTRACTOR		S&J	S&J			
TYPE OF WORK		STR STEEL	PRECAST ERECTION			
SUBCONTRACT PRICE		150,000	30,000			
AMOUNT UNCOMPLETED		150,000	30,000			
SUBCONTRACTOR		MOLTER	MOLTER			
TYPE OF WORK		ARCH PRECAST	ARCH PRECAST			
SUBCONTRACT PRICE		64,000	37,000			
AMOUNT UNCOMPLETED		64,000	37,000			
TOTAL UNCOMPLETED	0	10,168,000	11,029,000	0	0	0

PART III. WORK SUBCONTRACTED TO OTHERS

	7	8	9	10	11	12
SUBCONTRACTOR		I IN ONE	I IN ONE			
TYPE OF WORK		SHEAR STUDS	SHEAR STUDS			
SUBCONTRACT PRICE		15,000	4,000			
AMOUNT UNCOMPLETED		15,000	4,000			
SUBCONTRACTOR		NATE POWER	NATE POWER			
TYPE OF WORK		SEWER TV/CLEAN	SEWER TV/CLEAN			
SUBCONTRACT PRICE		25,000	14,000			
AMOUNT UNCOMPLETED		25,000	14,000			
SUBCONTRACTOR		ASPHALT STONE	ASPHALT STONE			
TYPE OF WORK		PAVEMENT MILLING	PAVEMENT MILLING			
SUBCONTRACT PRICE		238,000	182,000			
AMOUNT UNCOMPLETED		238,000	182,000			
SUBCONTRACTOR		ATLANTIC	ATLANTIC			
TYPE OF WORK		PAINTING	PAINTING			
SUBCONTRACT PRICE		28,000	67,000			
AMOUNT UNCOMPLETED		28,000	67,000			
SUBCONTRACTOR		ANTIGO	ANTIGO			
TYPE OF WORK		PAVEMENT BREAKING	PAVEMENT BREAKING			
SUBCONTRACT PRICE		28,000	60,000			
AMOUNT UNCOMPLETED		28,000	60,000			
SUBCONTRACTOR		DIRECTIONS METRO	DIRECTIONS METRO			
TYPE OF WORK		PAVEMENT MARKING	PAVEMENT MARKING			
SUBCONTRACT PRICE		225,000	191,000			
AMOUNT UNCOMPLETED		225,000	191,000			
SUBCONTRACTOR		I IN ONE	I IN ONE			
TYPE OF WORK		REBAR	REBAR			
SUBCONTRACT PRICE		549,000	75,000			
AMOUNT UNCOMPLETED		549,000	75,000			
SUBCONTRACTOR		TBD	TBD			
TYPE OF WORK		TRUCKING	TRUCKING			
SUBCONTRACT PRICE		2,891,000	2,679,000			
AMOUNT UNCOMPLETED		2,891,000	2,679,000			
SUBCONTRACTOR		RITEWAY				
TYPE OF WORK		MOVABLE BARRIER				
SUBCONTRACT PRICE		835,000				
AMOUNT UNCOMPLETED		835,000				
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
TOTAL UNCOMPLETED	0	4,834,000	3,272,000	0	0	0

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED

June 13, 2002

COUNTY AND SECTION NO	CONTRACT WITH	EST COMPLETION DATE	CONTRACT PRICE	UNCOMPLETED \$\$/PRIME	UNCOMPLETED \$\$/SUB	ACCUMULATED TOTALS
						\$241,642,000
						\$4,959,000
						\$246,601,000

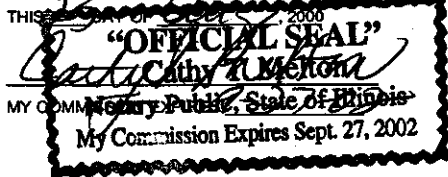
PART II. AWARDS PENDING & UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES

	ACCUMULATED TOTALS
EXCAVATION/GRADING	18,178,000
PC CONCRETE PAVING	48,431,000
BITU HOT MIX SURF	0
BITU AGGREGATE MIX	0
AGG BASES/SURFACE	10,322,000
H/WAY-RR STRUCTURES	29,772,000
DRAINAGE	15,087,000
PILING/SHORING	6,203,000
DEMOLITION	4,380,000
MISC CONCRETE WORK	3,748,000
SITE WORK	4,143,000
GUARD RAIL	3,390,000
TRAFFIC CONTROL	1,073,000
ROADWAY SIGNING	0
PAINTING	541,000
BARRIER WALLS	753,000
NOISE WALLS	0
BUILDINGS/MISC/GEN'L	4,297,000
TOTALS	146,298,000

PART III. WORK SUBCONTRACTED TO OTHERS

SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
SUBCONTRACTOR				
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SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
TOTAL UNCOMPLETED				

SUBSCRIBED & SWORN TO BEFORE ME



DANIEL J. WALSH PRESIDENT
 (Type or Print Name) TITLE

Signed Daniel J. Walsh
 Company: WALSH CONSTRUCTION COMPANY OF ILLINOIS
 Address: 929 West Adams Street, Chicago, IL 60607

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Daniel J. Walsh, being first duly sworn, deposes and says that:

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

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

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

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

SEE ATTACHED LIST

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 900 (insert number) regular full-time people, 600 (insert number) of whom work at business location(s) within the corporate limits of the City of Chicago.

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

[Signature of Daniel J. Walsh]
(Signed)

President
(Title)

Subscribed and sworn to before me this 23 day of August, 2002

[Signature of Cathy T. Melton]
(Signature)

(SEAL)



Notary Public
(Title)

My Commission expires: 9-27-02

In addition to Corporate Headquarters in Chicago, IL, Walsh Construction Company has offices at the following locations:

Walsh Construction Company
2 Commercial Street
Sharon, MA 02067
(781) 793-9988

Walsh Construction Company
2749 North State Road 39
LaPorte, IN 46350
(219) 324-4320

Walsh Construction Company
Fisher Building, Suite 466
3011 West Grand Blvd.
Detroit, MI 48202
(313) 873-6600

Walsh Construction Company
4955 Steubenville Pike
Suite 364
Pittsburgh, PA 15205
(412) 787-3100

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

Statement Of Bidder's Qualifications

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

Bidder Walsh Construction Company of Illinois
Submitted By Richard A. Krause
Title Vice President
Permanent Main Office Address 929 West Adams Street, Chicago, IL 60607
Local Address _____
Local Telephone No. and FAX No. 312/563-5400 - 312/666-6477

How many years operating as contractor for work of this nature? 102

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name _____
- (b) State and City in which incorporated _____
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- (d) Name and address of registered agent in Illinois

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

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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

Signature of Affiant

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

(SEAL)

Notary Public
My Commission expires:

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract No. 1288
 Description of goods or services to be provided under Contract: _____
Construction Services
2. Name of Contractor: Walsh Construction Company of Illinois
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)
US Masonry		Sub.	\$2,300,000
Sonak Electrick		Sub.	\$1,680,000
3D Industries		Sub.	\$ 770,000

Est.
Est.
Est.

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

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

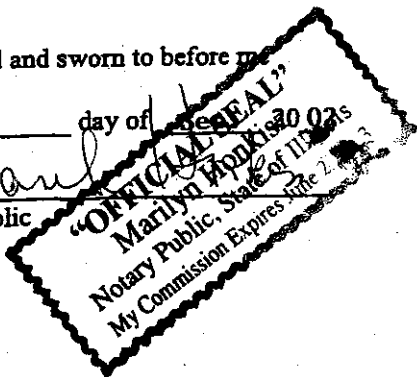
Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Daniel J. Walsh
Signature
Daniel J. Walsh
Name (Type or Print)

September 23, 2002
Date
President
Title

Subscribed and sworn to before me

this 23 day of September
Mary
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

PERFORMANCE AND PAYMENT BOND

Contract No. 1288

Bond No. 8 SB 103913898 BCM

KNOW ALL MEN BY THESE PRESENTS, that we Walsh Construction Company,

a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation organized and existing under the laws of the State of CT, with offices in the State of IL as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Fourteen Million Seven Hundred Eighty Three Thousand Dollars (\$ 14,783,000) 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 September 10, 2002, for the fabrication, delivery, performance and installation of

DePriest Elementary School-New Construction
139 South Parkside Ave, Chicago, IL

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Fourteen Million Seven Hundred Eighty Three Thousand Dollars (\$ 14,783,000), 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. 1288

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this Sept 23, 2002, 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:

[Signature]
Name

BY _____ (Seal)
Individual Principal

929 W. Adams
Business Address

Individual Principal

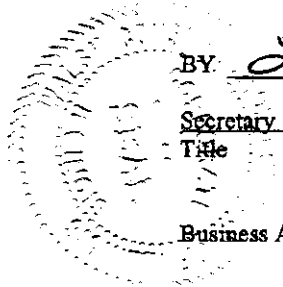
Chicago, Illinois
City State

Partner

CORPORATE SEAL

ATTEST:

Walsh Construction Company
Corporate Principal



BY [Signature]
Secretary
Title

BY [Signature]
President
Title

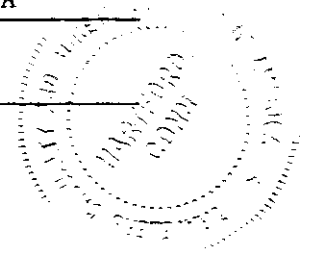
Business Address

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Corporate Surety

BY Kevin P. Nagel
Kevin P. Nagel

Attorney-in-Fact
Title



Business Address 215 Shuman Blvd.
Naperville, IL 60563

CORPORATE SEAL

The rate of premium of this Bond is \$ Descending Scale per thousand. **
Total amount of premium charged is \$ \$93,959 **

* 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. 1288

BOND APPROVAL

BY



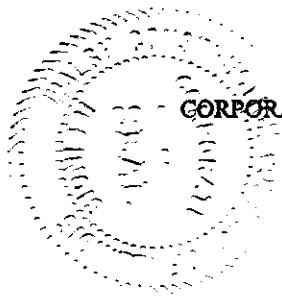
Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Larry J. Kibbon, certify that I am the _____
Secretary of the Walsh, corporation named as Principal in the within bond, that
Daniel J. Walsh who signed on behalf of the Principal was then
President of said corporation; that I know this person's signature, and the signature hereto is
genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by
authority of its governing body.

Dated this 23 day of Sep 2002.



CORPORATE SEAL

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Dwight F. Miller, David C. Banks, Janice B. Kaplan, Kevin P. Nagel, Lorraine Pozezinski, Eileen Lucitt, Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Craig Goesel, Rebecca L. Dauparas, Barbara J. Bailey, Chad Berberich, Cindy Genslinger, Gina M. Damato, Meredith C. Covelli, Thomas A. Pictor, Erik Janssens, Jane Bronson, Carrie M. Roder, Michael Damewood, Ginny Rockett, James L. Forshey, Rosemary Muliere, Kathleen M. Anderson, Vaenessa Sims, Luisa Catalano, Robert W. Speer, David Donovan-Schager, Suzanne Mullen, John Fay, of Naperville, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

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

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

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

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

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

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 15th day of February 2002.

STATE OF CONNECTICUT

)}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 15th day of February, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

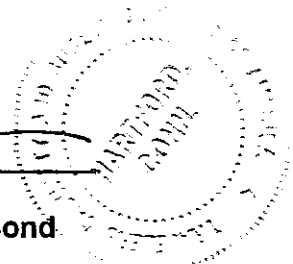
CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 23rd day of SEPTEMBER, 2002.



By *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

V. Submission of Bid

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

W. Withdrawal Of Bids Before Bid Opening

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

X. Opening Of Bids

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

Y. Evaluation of Bids

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

Z. Award Of Contract; Rejection Of Bids

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

AA. Performance and Payment Bond and Insurance

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

BB. Order of Precedence of Components of the Contract Documents

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

CC. Protests

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

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.



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

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John E. Wilson, Ltd.
Certified Public Accountants

Assistant Secretary
TIMOTHY J. MITCHELL

September 10, 2002

Rick Krause
Walsh Construction Company
929 West Adams Street
Chicago, IL 60607

RE: **Notice of Award**
Contract No.: 1288
Type of Work: General Construction
Project : DePriest Elementary School

Dear Mr. Krause:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on September 10, 2002 the Commission awarded to your company Contract No. 1288 in the amount of \$14,783,000.

Enclosed in duplicate is the completed Performance and Payment Bond form, both 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 September 24, 2002.

This project will be covered under the Board of Education's Owner's Controlled Insurance Program (OCIP). You must complete enrollment under the OCIP prior to commencement of the work. Please contact Valerie Lucas at the phone number indicated on page 5 of Book 2, Exhibit 1.

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

Sincerely,

Kevin Gujral
Interim Executive Director



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John E. Wilson, Ltd.
Certified Public Accountants

Assistant Secretary
TIMOTHY J. MITCHELL

October 7, 2002

Daniel J. Walsh
Walsh Construction Company
929 West Adams Street
Chicago, Illinois 60607

RE: Contract No.: 1288
Project No.: CPS-12
Type of Work: New Construction
Project: DePriest Elementary School

NOTICE TO PROCEED

Dear Mr. Walsh:

Pursuant to Contract No. 1288, which was awarded to your firm on **September 10, 2002** by the Public Building Commission (Commission), you are hereby notified that the commencement date for this project is **October 7, 2002**.

Pursuant to the Contract, all work is to be completed within **534** consecutive Calendar Days after the commencement date. The completion date is established as March 24, 2004. This includes 100 Calendar Days for Phase I (Mobilization) and 434 Calendar Days for Phase II with completion dates as follows:

Phase I (Mobilization), commencement date is **October 7, 2002** and the completion date is January 15, 2003. **Phase II** commencement date is January 16, 2003 and the completion date is **March 24, 2004**. Commencement of Phase II work is contingent upon the completion of Phase I Mobilization and a written acceptance by the Commission.

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

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

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

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

This Notice To Proceed authorizes you to enter upon the project site and commence with the work as stipulated in the Contract Documents on October 7, 2002.

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

Very truly yours,

Public Building Commission of Chicago



Kevin Gujral
Interim Executive Director

KG/ml

Cc: Timothy Martin
Timothy Mitchell
Eileen Ryan
Jack Brankin
Lori Zielinski
Yoav Yaakoby
Julia Sportolari
Nancy Jahnel
J. Janic
Target

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint *David C. Banks, Janice B. Kaplan, Kevin P. Nagel, Lorraine Pozezinski, Eileen Lucitt, Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Rebecca L. Dauparas, Barbara J. Bailey, Chad Berberich, Cindy Genslinger, Gina M. Damato, Meredith C. Covelli, Thomas A. Pictor, Erik Janssens, Carrie M. Roder, Kathleen M. Anderson, Michael Damewood, James L. Forshey, Rosemary Muliere, Ginny Rockett, Vaenessa Sims, David Donovan-Schager, Luisa Catalano, Robert W. Speer, Suzanne Mullen, John E. Fay, Laura L. Bounds, or Lawrence R. Conrath***,*

of *Naperville, IL*, their true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge at any place within the United States, the following instrument(s): by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies which Resolutions are now in full force and effect:

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

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

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Vice President, Bond, and their corporate seals to be hereto affixed this **23rd** day of **SEPTEMBER**, 20 **02**.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By


Dwight F. Miller, Vice President, Bond

STATE OF ILLINOIS

ss. Naperville

COUNTY OF DU PAGE

On this **23rd** day of **SEPTEMBER**, 20 **02**, before me personally came **Dwight F. Miller** to me known, who, being by me duly sworn, did depose and say: that he is Vice President, Bond of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY** the corporations described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he executed the said instrument on behalf of the corporations by authority of his office under the Standing Resolutions thereof.

OFFICIAL SEAL
JANE BRONSON
Notary Public, State of Illinois
My Commission Expires 07/22/06


My commission expires July 22, 2006
Jane Bronson

Notary Public

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1288

V. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

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

B. Interpretations Or Addenda

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

C. Inspection Of Site

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

D. Pre-Qualification Of Bidders

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