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**TO BE EXECUTED IN DUPLICATE**

BOOK 1:

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

CONTRACT NO. 1506

CHICAGO PARK DISTRICT PARK 484  
4701 W. 67<sup>th</sup> STREET  
NEW CONSTRUCTION  
PROJECT #11150

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.*

AUGUST 2009 (Rev. 1)

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- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**
- 2. Insurance Requirements**
- 3. Community Area Map**

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

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### **I. INTRODUCTION**

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

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

### **II. PROJECT INFORMATION**

#### **A. General Information**

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

**CHICAGO PARK DISTRICT PARK 484  
4701 W. 67<sup>TH</sup> STREET  
NEW CONSTRUCTION  
PROJECT #11150**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, the nine (9) acre park site scope primarily includes five (5) baseball fields with backstops, dugouts, bleachers and associated civil, landscape, and utility work; An arboretum with asphalt walking path, picnic area, and access road; Ornamental benches, trash receptacles, and fencing. Site utility scope includes a site storm water management and drainage system.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$1,850,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Park District
5. Project is located in Ward: 13th
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Clearing and West Lawn Community Areas as designated on Exhibit# 3 Community Area Map.

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7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ingrid Worrell, Contract Officer by (email) [ingrid.worrell@cityofchicago.org](mailto:ingrid.worrell@cityofchicago.org) or (fax) 312-744-3572
8. Documents Available at: Springer Blue Print, 10640 S. Western Avenue, Chicago, IL 60643
9. Online Construction Documents Available at: [http://springerblueprint.com/psc\\_jobs](http://springerblueprint.com/psc_jobs)
10. Pre-Bid Meeting Date, Time, and Location: Tuesday, February 9, 2010 at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. \*Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Tuesday, February 16, 2010 at 11:00AM, in Room CL115. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.

\*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.

12. Bid Opening Date and Time: Tuesday, March 2, 2010 at 2:00PM
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contingency Fund: \$ 150,000.00
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
18. Source of Funding: Chicago Park District

**B. Time of Completion**

Substantial Completion of the Work must be achieved no later than (140) Days after the Notice to Proceed.

**C. Commission's Contingency Fund**

1. The Commission's Contingency Fund for this project is: \$150,000.00
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

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

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

**E. Liquidated Damages**

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph B above. 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 neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

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Substantial Completion of Project	\$2,000 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount 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.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

**F. Prevailing Wage Rates**

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of labor.

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**III. INSTRUCTIONS FOR BIDDERS**

**A. Examination of Documents By Bidder**

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

**B. Interpretations of Addenda**

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Ingrid Worrell, Contract Officer, email; [ingrid.worrell@cityofchicago.org](mailto:ingrid.worrell@cityofchicago.org) or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

**C. Inspection of Site**

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

**D. Pre-Qualification of Bidders**

1. Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

**E. Evidence of Continuing Qualifications of Bidder**

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of

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necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

**F. Preparation of Bid**

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
  - a. Contractor's Bid Form
  - b. Bid Guarantee
  - c. Basis of Award (Award Criteria)
  - d. Unit Prices
  - e. Affidavit of Non-collusion
  - f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - h. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
  - i. Affidavit of Uncompleted Work
7. The following documents must be submitted to the Commission with the contractor's Bid:
  - a. Financial Statement
  - b. Disclosure Affidavit
  - c. Statement of Bidder's Qualifications
  - d. Disclosure of Retained Parties ( The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.



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**G. Bid Deposit:**

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

**H. Bidder's Execution of Bid**

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

**I. 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.

**J. MBE and WBE Commitments**

Each Bidder shall submit with its Bid a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete Schedule C- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid within 5 Days of the date set for bid opening.

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**K. Local Business Subcontracting Participation and Community Hiring**

In order to ensure that local businesses that provide subcontracting work to general contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

1. Local Subcontracting Requirement
  - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - b. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
2. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
  - a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
  - b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

**L. Affidavit of Uncompleted Work**

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

**M. Bidder's Financial Statement**

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier than the end of said Bidder's last fiscal year period. This will be kept on file by

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the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

**N. Disclosure Affidavit**

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

**O. Statement of Bidder's Qualifications**

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

**P. Disclosure of Retained Parties**

The apparent low Bidder and the apparent 2<sup>nd</sup> low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

**Q. Submission of Bid**

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

**R. Withdrawal of Bids before Bid Opening**

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

**S. Opening of Bids**

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

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**T. Evaluation of Bids**

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

**U. Basis of Award**

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

**V. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
  - a) Insurance To Be Provided By the Contractor  
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended

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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.

### X. Protests

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

### Y. Licensing

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

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

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, March 16, 2010 and that the bid may not be withdrawn until that time.**
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1506, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c). Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1 - 2/24/10  
2 - 2/26/10

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

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

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

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

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1506  
CHICAGO PARK DISTRICT PARK 484

BID FORM

	AMOUNT
Work	\$ 1,162,038.00
Site Work Allowance	\$250,000.00
Commission's Contingency Fund	\$150,000.00
<b>TOTAL BASE BID</b>	<b>\$ 1,562,038.00</b>

AWARD CRITERIA FIGURE

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

\$ 1,523,924.27

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

SAFECO INSURANCE COMPANY OF AMERICA  
HUB INTERNATIONAL SCHEER'S  
601 OAKMONT LANE  
WESTMONT, IL

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil and underground concrete footings, foundations and remnants in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material.	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings, foundations and remnants to a recycling facility.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity) in accordance with Section 02116.	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity) in accordance with Section 02116.	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity) in accordance with Section 02116.	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity) in accordance with Section 02116.	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity) in accordance with Section 02116.	Each	\$12,000.00
13	UST tank sludge removal, transportation and disposal (55-gallon drum)	Drums	\$450
14	Bulk UST pump out (Liquids), including transportation and disposal.	Gallons	\$0.60
15	Waste characterization sample collection and analysis for disposal authorization for soils removed under Allowance Schedule.	Sample	\$1,300.00
16	Water analysis for full MWRDGC contaminants List.	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid.	Each	\$1,200.00
18	Monthly MWRDGC sample analysis.	Each	\$600.00
19	Contaminated water pumping, transportation and disposal of drums.	Drums	\$200.00
20	Pumping, transportation and disposal of non-hazardous contaminated water and free product - bulk disposal.	Gallons	\$0.60



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

21	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit.	Gallons	\$0.10
22	Furnish, place and compact base material CA-1 Stone.	Ton	\$25.00
23	Load on-site base materials, place and compact CA-1 Stone.	Cubic Yards	\$8.00
24	Furnish, place and compact aggregate material CA-6.	Ton	\$25.00
25	Excavate, place and compact on-site aggregate material CA-6.	Cubic Yards	\$12.00
26	Furnish, place and compact drainage material CA-7.	Tons	\$16.00
27	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
28	Furnish and place geotextile filter fabric.	Square Yard	\$7.00
29	Site Survey - Survey crew for verification of excavation and backfill quantities.	Each	\$1,500.00
30	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$165.00
31	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00
32	De-Contaminate all underground concrete footings and remnants.	Ton	\$50.00
33	Excavation, loading, transportation, and disposal of Hazardous Waste Soil/Material in accordance with Section 02317.	Ton	\$175.00
34	Pumping, transportation, and disposal of Hazardous water and free product - bulk disposal in accordance with Section 02119.	Gallons	\$2.00

**Total Allowance Fund = \$150,000.00**

**NOTES:**

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional material disposal, excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.
6. Authorized additional material disposal means material disposal required beyond demo, and site clearing as shown in the plans and specifications as determined by the Commission's representative.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**B. Acceptance of the Bid**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

*Edmund Johnson*  
Secretary

*Richard M. Daley*  
Chairman

**CONTRACTING PARTY**  
(Print or type names underneath all signatures)

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

If a Corporation:

By *[Signature]*  
JOSE GONZALEZ, PRESIDENT

President  
Title of Signatory \_\_\_\_\_

ATTEST:  
By *[Signature]*

Secretary  
Title \_\_\_\_\_

CORPORATE SEAL

If a Partnership:

Partner ROBERT C. MIERZDO  
VIC. PRESIDENT

11921 SMITH DRIVE  
Address HUNTLEY, IL 60142

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

If a Sole Proprietorship:

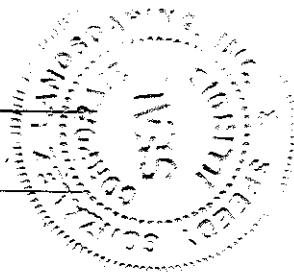
Signature \_\_\_\_\_

**NOTARY PUBLIC**

County of MCHENRY State of ILLINOIS

Subscribed and sworn to before me on this 2ND day of MARCH, 2010

*Susan J. Rayfield*  
Notary Public Signature  
Commission Expires: 3/21/12



NOT APPLICABLE

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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

\_\_\_\_\_ a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on \_\_\_\_\_, 20\_\_\_\_, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ to the Public Building Commission of Chicago, for Contract No. \_\_\_\_\_ of said Commission;

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

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

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

- President: \_\_\_\_\_
- Vice President: \_\_\_\_\_
- Secretary: \_\_\_\_\_
- Treasurer: \_\_\_\_\_
- Assistant Secretary: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1506  
Chicago Park District Park 484

## V. PROPOSAL SUPPORT DOCUMENTS

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

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

#### 1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the truck drivers. Watchmen and custodial workers are not creditable in the formula.

#### 2. Award Criteria

Line 1.	Base Bid, in figures	\$ 1,562,038.00
Line 2.	Percentage of the total Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the Project. (Maximum figure .50)	25%
Line 3.	<b>Multiply Line 2 by Line 1 by 0.04</b>	<b>\$ 15,620.38</b>
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure .50)	25%
Line 5.	<b>Multiply Line 4 by Line 1 by 0.03</b>	<b>\$ 11,715.29</b>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure .50)	50%
Line 7.	<b>Multiply Line 6 by Line 1 by 0.01.</b>	<b>\$ 7,810.19</b>
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project. (Maximum figure .10)	2%
Line 9.	<b>Multiply Line 8 by Line 1 by 0.04.</b>	<b>\$ 1,249.63</b>
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506  
Chicago Park District Park 484

	(Maximum figure .10)	<u>2%</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03.	\$ <u>937.22</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 .10)	<u>5%</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01.	\$ <u>781.02</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11 and 13.	\$ <u>38,113.73</u>
Line 15.	Subtract Line 14 from Line 1 =Award Criteria Figure	\$ <u>1,523,924.27</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>1,523,924.27</u>

**3. Community Hiring Bonuses**

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

a. In calculating the hours worked by minority and women journeyworkers, apprentices and laborers under the Award Criteria set out in Part V.A. "Basis of Award (Award Criteria)." all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.

b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part V "Proposal Support Documents", all hours worked in new apprenticeships by minority and women apprentices who are resident of the project community shall be multiplied by 2.0.

**Definitions**

"Actual resident 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 project area as stated in Section II.A.6., above.

"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 Contractors 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, 7, 10 and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices and laborers respectively, the following shall apply.

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

a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized - four cents per each hundred dollars of the base bid calculated as follows:

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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CHICAGO PARK DISTRICT PARK 484

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

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

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

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

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

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

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

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

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication 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.

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- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

CHICAGO PARK DISTRICT PARK 484

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  
Steel Fabricators (in shop or on-site)  
Technical Engineers  
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Speedy Gonzalez Landscaping E. King	4.1% 4.1%



PUBLIC BUILDING COMMISSION OF CHICAGO

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CHICAGO PARK DISTRICT PARK 484

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

ROBERT C. MIEZIO, being first duly sworn, deposes and says that:

(1) He/She is VICE PRESIDENT (Owner, Partner, Officer, Representative or Agent) of C.C.C./SGL JV the Bidder that has submitted the attached Bid;

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

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

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

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

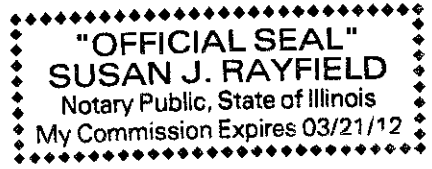
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed) ROBERT C. MIEZIO VICE PRESIDENT

(Title) Subscribed and sworn to before me this 2ND day of MARCH 20 10

Notary

My Commission expires: 3/21/12



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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 C.C.C./SGL JV
2. Address of joint venture 11921 SMITH DRIVE  
HUNTLEY, IL 60142
3. Phone number of joint venture 224-654-2122
4. Identify the firms that comprise the joint venture  
CHICAGO COMMERCIAL CONTRACTORS, LLC.  
SPEEDY GONZALEZ LANDSCAPING
  - 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.)  
SGL (MBE) WILL BE RESPONSIBLE FOR SITEWORK, SITE FURNISHINGS  
SEWER/WATER, CONCRETE AND LANDSCAPING
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
CHICAGO COMMERCIAL CONTRACTORS GENERAL CONTRACTOR FOR 4 YEARS UNDER PRESENT NAME,  
29 YEARS PREVIOUSLY AS G.F. STRUCTURES CORPORATION
5. Nature of joint venture's business  
GENERAL CONTRACTING
6. Provide a copy of the joint venture agreement. PLEASE SEE ATTACHED
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 49 %
8. Specify as to:
  - A. Profit and loss sharing 51% C.C.C.  
49% SGL %
  - B. Capital contributions, including equipment 51% C.C.C. %  
49% SGL
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
NA
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
NONE

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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

ROBERT C. MIEZIO- VICE PRESIDENT- WHITE- MALE- C.C.C.

JOSE GONZALEZ- PRESIDENT-HISPANIC-MALE-SGL

B. Management decisions such as:

1) Estimating

JOSE GONZALEZ- PRESIDENT-HISPANIC-MALE-SGL

2) Marketing and Sales

NA

3) Hiring and firing of management personnel

ROBERT C. MIEZIO-VICE PRESIDENT- WHITE- MALE- C.C.C.

4) Other

C. Purchasing of major items or supplies

ROBERT C. MIEZIO-VICE PRESIDENT- WHITE- MALE- C.C.C.

D. Supervision of field operations

JOSE GONZALEZ- PRESIDENT-HISPANIC-MALE-SGL

E. Supervision of office personnel

ROBERT C. MIEZIO-VICE PRESIDENT- WHITE- MALE- C.C.C.

- 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.

SEPERATE CCC/SGL JV CHECKING ACCOUNT

EXPENSES ARE BILLED TO THE JOB AND REIMBURSED UPON RECEIPT  
OF PAYMENT FROM THE OWNER. SEE JV AGREEMENT FOR DETAILS

- 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.

CCC PROJECT MANAGER AND SUPERINTENDENT

SGL FOREMAN AND TRADESMEN

ALL WILL BE EMPLOYED BY MAJORITY FIRM

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

SEE JV AGREEMENT

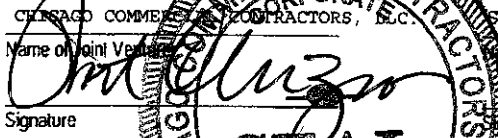
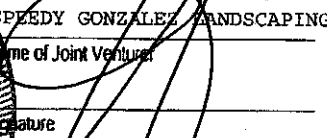
**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506  
CHICAGO PARK DISTRICT PARK 484


**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.

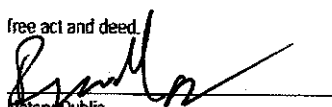
CHICAGO COMMERCIAL CONTRACTORS, S.C.	SPEDDY GONZALEZ LANDSCAPING
Name of Joint Venture	Name of Joint Venture
	
Signature	Signature
ROBERT C. MIEZIO	JOSE GONZALEZ
Name	Name
VICE PRESIDENT	PRESIDENT
Title	Title
2-26-10	2-26-10
Date	Date
ILLINOIS	ILLINOIS
County of MCHENRY	County of COOK

On this 26TH day of FEB, 2010  
 before me appeared (Name)  
ROBERT C. MIEZIO  
 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)  
C.C.C./SGL JV  
 to execute the affidavit and did so as his or her  
 free act and deed.

  
 Notary Public  
 Commission expires: 3/21/12  
 (SEAL)

\*\*\*\*\*  
 "OFFICIAL SEAL"  
 SUSAN J. RAYFIELD  
 Notary Public, State of Illinois  
 My Commission Expires 03/21/12  
 \*\*\*\*\*

On this 26TH day of FEB, 2010  
 before me appeared (Name)  
JOSE GONZALEZ  
 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)  
C.C.C./SGL JV  
 to execute the affidavit and did so as his or her  
 free act and deed.

  
 Notary Public  
 Commission expires:  
 (SEAL)

OFFICIAL SEAL  
 RYAN W. MAYER  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION



---

**C.C.C. / SGL JV**11921 Smith Drive  
Huntley, IL 60142Telephone: (224) 654-2122  
Fax: (224) 654-2105

---

THIS JOINT VENTURE AGREEMENT, entered into this 25<sup>th</sup> Day of February 2010 by and between Chicago Commercial Contractors, an Illinois Company (Hereinafter referred to as "CCC"), and Speedy Gonzalez Landscaping, an Illinois Corporation (Hereinafter referred to as "SGL"), as C.C.C. / SGL JV.

**WITNESSETH:**

WHEREAS, the parties hereto under their joint bid have been awarded a construction contract for General Contracting by the Public Building Commission of Chicago Contract # 1506 (Hereinafter referred to as the "Owner"), and,

WHEREAS, the parties hereto desire that their interest in the services to be rendered and the work to be performed under the Construction Contract and any profits derived therefrom and any liability for losses arising out of the performance thereof be defined by an agreement in writing,

NOW, THEREFORE, said parties mutually agree as follows:

1. They hereby constitute themselves as C.C.C. / SGL JV for the purpose of performing and completing the Construction Contract but not for any other purpose, it being expressly understood that this agreement contemplates only the furnishing and performance of the work, labor and materials necessary to the completion of the Construction Contract and that the parties are not making any partnership agreement or permanent joint venture agreement to bid or undertake any contract other than the aforementioned Construction Contract and nothing in this agreement shall be construed as a limitation of the powers or rights of either party hereto to carry on its separate business for its sole benefit except, however, the parties hereto shall cooperate with each other according to the terms and spirit hereof in the performance of the Construction Contract.
2. The Construction Contract shall be entered into in the names of the parties hereto as C.C.C. / SGL JV and their obligations under the Construction Contract shall be joint and several.
3. Each party does hereby indemnify the other against any loss or liability exceeding the proportion herein stated by reason of the execution of any surety company bonds or indemnity agreements executed in connection therewith and by reason of any payments required to be made in and about the performance of the Construction Contract.
4. A bank account or bank accounts, all for the sole purpose of carrying out this agreement, shall be opened in such bank or banks under such description or title as the Joint Venturers may determine; in which all funds advanced by the parties hereto and all funds received for the performance of the Construction Contract shall be deposited. Said sums may be withdrawn by check, draft or other instrument in such form and with such signatories as the parties hereto may from time to time direct, it being understood that

except as herein otherwise provided there shall be two signatories on all checks, each party to designate one signatory.

5. In order to facilitate the handling of all matters and questions in connection with the performance of the Construction Contract by the parties hereto each of the parties appoints the following representatives to act for it in all such matters with full and complete authority to act on its behalf in relation to any matters or things in connection with, arising out of, or relating to said Joint Venture, and to act for and bind the respective parties appointing such representatives in any and all matters or things involving the performance of the Construction Contract including but not limited to those of a contractual nature with the owner or third persons (said representatives are hereinbefore and hereinafter referred to as the "Committee"),

CCC appoints Robert C. Miezio, VICE-PRESIDENT, as its representative.

SGL appoints Jose Gonzalez, PRESIDENT, as its representative.

Either party may at any time and from time to time change its representative by filing with the other party a notice and duly executed appointment of a new representative and/or alternate but until the appointment and filing of notice the actions of the representative or alternate hereby appointed shall be conclusively binding on such party.

The representatives listed above shall meet from time to time as required to act on necessary matters pertaining to the Construction Contract. Either party shall have the power to call such meetings when necessary in its opinion. All decisions, commitments, agreements, understandings, or other matters pertaining to the performance of the Construction Contract shall be mutually agreed upon by said representatives.

No representative shall be liable to the parties hereto by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.

6. The general supervision and management of the work called for by the Construction Contract and any and all matters relating hereto shall be under the general charge and control of a Project Manager who shall be subject only to the control of the parties. The Project Manager shall be given such specific powers as the parties may from time to time delegate. The Project Manager shall be appointed by the parties and shall serve as such during their pleasure.

7. Cost of construction shall consist of the costs of all subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance, taxes on labor and material, imposts, charges, legal and accountant's fees, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of said Construction Contract of a nature under sound accounting practices properly charged as a cost of the performance of the Construction Contract. Said costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties hereto or for the time which may be expended in connection with the work by either of the parties hereto or their officers or employees, except as may be approved by the Committee, provided however, if employees or officers of the parties hereto as assigned with the approval of the Committee to the job as full time employees, the compensation paid to such person or persons shall be included as part of the cost of construction.

8. Separate books of account for the Construction Contract shall be kept and maintained for the entry of all accounts in connection with the Construction Contract and shall be kept at the site of the project or elsewhere as the Committee may determine, the same to be open to the examination of the parties hereto. A periodic audit of such books shall be made by an independent firm of accountants or by such individuals as may be mutually agreed upon between the representatives of the parties hereto, and a like audit

shall be made upon completion. With respect to the periodic audits there shall be included, if requested by either of the parties hereto, a periodic comparison between the items of cost and the items set up in the estimate of the cost. The cost of any such audits shall be a part of the construction cost. In addition either party may, at its own expense, audit the books.

Upon the completion of the Construction Contract, a true and correct accounting shall be had of all expenses and all accounts, vouchers, records and data relating to the Construction Contract or its performance.

To the extent that said records must be kept subsequent to the completion of the Construction Contract pursuant to the provisions of law, the same shall be kept at such place or places as the Committee may from time to time determine and the cost thereof shall be borne by the parties hereto equally.

9. Upon the completion of the Construction Contract a complete audit of the General Contracting work shall be made, and after providing for, and paying all costs disbursed and incurred for its performance and any and all costs and charges ordinarily and usually charged as costs in performing such work, including payment of any and all claims not secured by insurance or providing proper reserves for any such claims which shall have either been brought against the parties or the bringing of which against the parties may be reasonably anticipated, and after providing reservations for any contingency, if any, that shall be determined by the Committee in its discretion to be necessary, any profits thereafter remaining and resulting from the performance of the General Contracting work shall be distributed and divided between the parties as follows: C.C.C. 51% and SGL 49%.

If the performance of the General Contract work shall result in a loss, the parties shall be obligated to share in such loss as follows: C.C.C. 51% and SGL 49%. The liability of the parties for the bearing of any such losses shall continue as against any claims which at any time either before or after the performance of the Construction Contract shall be made against them or either of them by reason of carrying out this Joint Venture or any matter or thing in connection therewith.

10. In the event of the bankruptcy of insolvency of either of the parties hereto, or should either of the parties hereto commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition or arrangement statute, then such party (hereinafter referred to as the insolvent party) from and after said date, and its representative and/or alternate as hereinbefore, referred to (anything in this agreement to the contrary notwithstanding) shall cease to have any say or voice in the management of the Construction Contract and the Committee shall thenceforth be composed of the representative or alternate of the other party hereto and shall not include the representative or alternate of the insolvent party, and whenever it is provided in this agreement that the act, consent or decision of the parties hereto is required, it shall be deemed to mean the act, consent or decision of the other party hereto excluding the insolvent party. However, the insolvent party shall remain liable for its share of any of the losses as provided in this agreement and shall be entitled to receive its share of the profits, if any, as provided in this agreement, to be paid at the time and in the manner as in this agreement provided.

11. To effectuate the purposes of the provisions of Paragraphs 4 and 10 hereof, each of the parties hereto, upon the execution of this agreement, shall execute and deliver to American Chartered Bank of Schaumburg or such other officer designated by said Bank, to be held by him in escrow, a resolution authorizing the other party by its sole designee's signature to endorse and deposit all checks received for the performance of the Construction Contract and to withdraw by check, draft or other instrument any and all sums on deposit in the Construction Account or Accounts required for the performance of said Construction Contract. Said resolution shall not be revocable during the term of this agreement. If either party shall commit any of the acts set forth in Paragraph 10 hereof, said escrowee shall deliver to the non-defaulting party the aforesaid resolution executed by the defaulting party, and said non-defaulting party shall have the right to file the same with all banks and others and proceed to complete the Construction Contract solely by its own designees.

12. The relationship between the parties shall be limited to the performance of the Construction Contract in accordance with the terms of this agreement. This agreement shall be construed and deemed to be a Joint Venture for the carrying out the Construction Contract. Nothing herein contained shall be considered to constitute the parties hereto partners nor constitute either party hereto the general agent of the other party.

13. All moneys contributed by the parties and all moneys received as payments under the Construction Contract or otherwise received shall be treated and regarded as and are hereby declared to be trust funds for the performance of the Construction Contract and for no other purpose until said Construction Contract shall have been fully completed and accepted by the Owner and all obligations of the parties hereto have been paid or otherwise discharged or adequate reserves have been set up to take care of such obligations, and such reserves likewise shall be treated as trust funds until the same shall have been disbursed for the purposes for which they were created or so much thereof as may remain shall be returned to the parties hereto as provided in this agreement. The provisions of this article shall be for the sole benefit of the parties to this agreement and are not intended to and shall not confer any right or rights upon third parties or upon anyone not party to this joint venture agreement.

14. All questions relative to the execution, validity, interpretation and performance of this agreement shall be governed by the Laws of the State of Illinois.

15. All insurance that may from time to time be required shall be obtained in such manner as the parties hereto at such times may agree.

16. This agreement may be executed in any number of counterparts each of which shall be deemed an original and together shall constitute but a single instrument.

17. This agreement may be modified only in writing, signed by the parties. Waiver of any term or provision thereof by any party shall not be considered a waiver of any other term or provisions or of any breach of this agreement regardless of the nature of such subsequent event or breach.

18. Any and all controversies arising under or out of, or in connection with, or relating to, or for the breach of this agreement, shall be settled by arbitration in the manner following: on written demand of either Joint Venturer setting forth the matter in controversy and the name of the arbitrator appointed by said Joint Venturer, the other Joint Venturer shall, within five (5) days thereafter, appoint an arbitrator by written notice sent to the first Joint Venturer. The two arbitrators so designated shall within five (5) days thereafter, appoint a third arbitrator by written instrument. If the selection of any arbitrator shall not be made as herein provided, then such arbitrator or arbitrators not




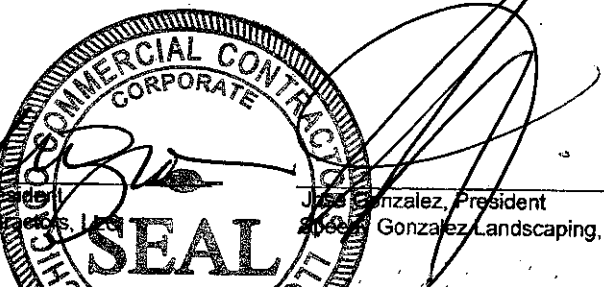
selected shall be appointed by the American Arbitrators Association and the decision of the majority of the arbitrators shall be final and binding upon the parties and judgement upon any award rendered may be entered in any Court having jurisdiction in the premises.

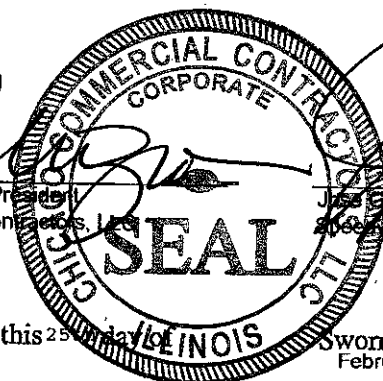
19. The foregoing stipulations shall bind the parties hereto and their respective successors. Nothing in this agreement, expressed or implied, is intended or shall be construed to confer upon or give any person, firm or corporation other than the parties hereto and their successors any right, remedy or claim under this agreement or by reason hereof and any covenants, stipulations, promises or agreements herein contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors.

20. Neither this agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in connection with the Construction Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Construction Contract) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly set their hands and seals the day and year first above written.

  
 Robert C. Miezio, Vice President  
 Chicago Commercial Contractors, LLC


  
 Jose Gonzalez, President  
 Gonzalez Landscaping, Inc.

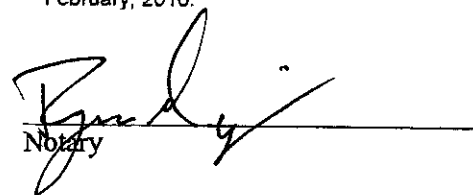




Sworn to before me this 25th day of February, 2010.

Sworn to before me this 25th day of February, 2010.

  
 Notary

  
 Notary

"OFFICIAL SEAL"  
 SUSAN J. RAYFIELD  
 Notary Public, State of Illinois  
 My Commission Expires 03/21/12

OFFICIAL SEAL  
 RYAN W MAYER  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 04/28/13

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1506  
CHICAGO PARK DISTRICT PARK 484

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

Name of Project: PARK 484

Project Number: 1506

FROM:  
SGL, Inc MBE  WBE   
(Name of MBE or WBE)

TO:  
DCG/SGL JV and Public Building Commission of Chicago  
(Name of General Bidder)

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

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

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

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

LANDSCAPING

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

\$647,500

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

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

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

*Speedy Granter Landscaping Firm*

Name of MBE/WBE Firm (Print)

3/2/10

Date

Phone

773-734-7790

Signature

Name (Print)

*Jose Granter*

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**SCHEDULE C - Letter of Intent from MBE/WBE**

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: PARK 484 NEW CONST

Project Number: 1506

FROM:

E KING CONSTRUCTION MBE \_\_\_\_\_ WBE

(Name of MBE or WBE)

TO:

CCO/SGL JV and Public Building Commission of Chicago  
(Name of General Bidder)

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

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

a Corporation

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

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

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

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

\_\_\_\_\_ Truckloads \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ \$ 65,000. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

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

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

**PARTIAL PAY ITEMS**

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

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

*E. King Construction*

Name of MBE/WBE Firm (Print)

318719010

Date

7-13-284-9800

Phone

*Elaine King*

Signature

Elaine King

Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE subcontractor, 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: C.C.C./SGL JV  
Name of Contractor (Print)  
3-2-10  
Date  
224-654-2122  
Phone

**IF APPLICABLE:**

By: C.C.C./SGL JV  
Joint Venture Partner (Print)  
3-2-10  
Date  
773-734-7780  
Phone/FAX

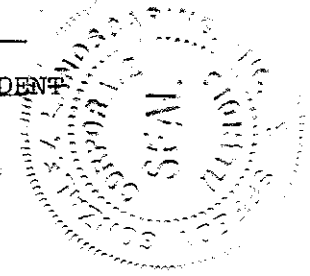
*[Handwritten Signature]*

Signature  
ROBERT C. MIEZIO  
Name (Print)



*[Handwritten Signature]*

Signature  
JOSE GONZALEZ, PRESIDENT  
Name (Print)



MBE  WBE  Non-MBE/WBE

NOT APPLICABLE

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

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

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

Dear Mrs. Cabonargi:

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

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

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. 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 23.01.7 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. 1506**

CHICAGO PARK DISTRICT PARK 484

**PART I. WORK UNDER CONTRACT**

*For Chicago Commercial Contractors, LLC*

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Award Pending	
PROJECT	BEASLEY MAGNET SCHOOL BOILER REPLACEMENT	LAWNDALE ACADEMY BOILER REPLACEMENT	DODGE RENAISSANCE ADA RENOVATIONS	NICHOLSON ELEM. ADA RENOVATIONS	WASHINGTON HIGH SCHOOL ROOF REPL		
CONTRACT WITH	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS		
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE	\$ 1,914,109.00	\$ 5,331,837.00	\$ 400,618.00	\$ 526,085.00	\$ 1,892,423.00		TOTAL \$ 10,065,072.00
UNCOMPLETED DOLLAR VALUE	\$ 1,885,081.28	\$ 491,876.59	\$ 98,246.08	\$ 166,719.77	\$ 113,597.80		\$ 2,755,521.52

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

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							\$ -
PCC BASE, C&G PAVING							\$ -
BIT CONCRETE PAVING							\$ -
STABILIZED BASE (RAM, CAM, PAM)							\$ -
AGGREGATE BASE & FILL							\$ -
FOUNDATION (CAISSON & PILE)							\$ -
HIGHWAY STRUCTURES							\$ -
SEWER & DRAIN STRUCT.							\$ -
PAINTING							\$ -
PAVEMENT MARKING							\$ -
SIGNING							\$ -
LANDSCAPING							\$ -
DEMOLITION		\$ 89,020.21					\$ 89,020.21
FENCING							\$ -
OTHERS	\$ 172,903.00	\$ 84,812.00	\$ 7,129.79	\$ 9,141.57	\$ 8,310.00		\$ 282,296.36

**Public Building Commission Of Chicago**

**Contract No. 1506**

CHICAGO PARK DISTRICT PARK 484

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES (CONTINUED)**

	1	2	3	4	5	Awards Pending	TOTALS
STRUCT. STEEL (BLDG. CONST.)							\$ -
ORNAMENTAL STEEL (BLDG. CONST.)							\$ -
MISCELLANEOUS CONCRETE							\$ -
FIREPROOFING							\$ -
MASONRY							\$ -
H.V.A.C.							\$ -
MECHANICAL							\$ -
ELECTRIC							\$ -
PLUMBING							\$ -
ROOFING & SHEET METAL							\$ -
FLOORING & TILE WORK							\$ -
DRYWALL & PLASTER WORK							\$ -
CEILING CONST.							\$ -
HOLLOW METAL & HARDWARE		\$ 2,000.00					\$ 2,000.00
GLAZING & CAULKING							\$ -
MISCELLANEOUS ARCH. WORK							\$ -
OTHERS (LIST) Owner Allowance	\$ 85,000.00	\$ 3,555.06	\$ 61,437.32	\$ 50,000.00	\$ 18,578.70		\$ 218,571.08
GENERAL CONDITIONS							\$ -
<b>TOTALS</b>	\$ 257,903.00	\$ 179,387.27	\$ 68,567.11	\$ 59,141.57	\$ 26,888.70	\$ -	\$ 591,887.65

## Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

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	1	2	3	4	5
SUBCONTRACTOR	ACCH	ACCH	ACCESS LIFT INC	ACCESS LIFT	A-1 ROOFING
TYPE OF WORK	HVAC	MECHANICAL	WHEELCHAIR LIFT	WHEELCHAIR LIFT	ROOFING
SUBCONTRACT PRICE	\$ 1,400,000.00	\$ 1,875,842.01	\$ 12,500.00	\$ 12,500.00	\$ 1,422,161.78
AMOUNT UNCOMPLETED	\$ 1,400,000.00	\$ 85,746.73	\$ -	\$ -	\$ -
SUBCONTRACTOR	ARC UNDERGROUND	ACER CONSTRUCTION	ACER CONSTRUCTION	JIN ELECTRIC CO	ACER
TYPE OF WORK	CONCRETE	DRYWALL	CONCRETE/DOORS	ELECTRICAL	MASONRY
SUBCONTRACT PRICE	\$ 8,475.00	\$ 80,666.98	\$ 22,900.22	\$ 134,000.00	\$ 46,771.25
AMOUNT UNCOMPLETED	\$ 8,475.00	\$ -	\$ -	\$ 13,400.00	\$ -
SUBCONTRACTOR	ATRIUM	ATRIUM	ART DOSE	KEEN CONCRETE INC.	DURANGO PAINTING
TYPE OF WORK	LANDSCAPING	LANDSCAPING	SIGNS	CONCRETE	PAINTING
SUBCONTRACT PRICE	\$ 45,531.00	\$ 8,591.00	\$ 8,645.00	\$ 10,895.00	\$ 32,585.00
AMOUNT UNCOMPLETED	\$ 45,531.00	\$ 1,288.65	\$ -	\$ -	\$ -
SUBCONTRACTOR	FENCE CONNECTIONS	AUBURN CORP	ATRIUM	KNICKERBOCKER	FENCE CONNECTION
TYPE OF WORK	ORNAMENTAL FENCE	WINDOWS	LANDSCAPING	ROOFING	ORNAMENTAL FENCE
SUBCONTRACT PRICE	\$ 76,450.00	\$ 77,566.00	\$ 3,064.00	\$ 20,000.00	\$ 53,000.00
AMOUNT UNCOMPLETED	\$ 76,450.00	\$ -	\$ -	\$ -	\$ -

## Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

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	1	2	3	4	5
SUBCONTRACTOR	GLOBE ELECTRIC	CABWORKS	AUTOMATIC DOORS	MERIDIENNE	NATIONWIDE ENVIRONMENTAL
TYPE OF WORK	ELECTRICAL	STELL/METAL FAB.	AUTO DOOR OPERATORS	F&I WINDOWS/DOORS	ENVIRONMENTAL WORK
SUBCONTRACT PRICE	\$ 11,000.00	\$ 35,590.20	\$ 9,798.00	\$ 12,360.00	\$ 62,500.00
AMOUNT UNCOMPLETED	\$ 11,000.00	\$ 1,779.51	\$ -	\$ 1,837.50	\$ -
SUBCONTRACTOR	JACK FROST	COLFAX CORP	AZTECH	MOLTER	PAGODA
TYPE OF WORK	STEEL	ENVIRONMENTAL	ELECTRICAL	MASONRY	ELECTRICAL WORK
SUBCONTRACT PRICE	\$ 14,000.00	\$ 188,000.00	\$ 108,456.46	\$ 60,745.00	\$ 7,200.00
AMOUNT UNCOMPLETED	\$ 14,000.00	\$ -	\$ -	\$ 3,037.25	\$ -
SUBCONTRACTOR	KNICKERBOCKER	DU-AL	BETON	NATIONWIDE ENVIRONMENTAL	PEDERSEN
TYPE OF WORK	ROOFING	RESILENT FLOORING	MASONRY	ENVIRONMENTAL	LANDSCAPING
SUBCONTRACT PRICE	\$ 71,255.00	\$ 4,430.00	\$ 19,640.00	\$ 30,700.00	\$ 31,000.00
AMOUNT UNCOMPLETED	\$ 71,255.00	\$ -	\$ -	\$ -	\$ -
SUBCONTRACTOR		GALAXY ENVIRONMENTAL	COMMERCIAL SPECIALTIES INC	QUALITY EXCAVATION	RJ OLMEN
TYPE OF WORK		DEMOLITION	TOLIET COMPARTMENTS	EXCAVATION	MECHANICAL
SUBCONTRACT PRICE		\$ 82,874.43	\$ 11,000.00	\$ 6,323.04	\$ 35,000.00
AMOUNT UNCOMPLETED		\$ -	\$ -	\$ -	\$ -

## Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

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	1	2	3	4	5
SUBCONTRACTOR		GFS FENCE, INC.	HARTWIG PLUMBING	ROBERTS	SANCHEZ PAVING
TYPE OF WORK		FENCE	PLUMBING	MECHANICAL	PARKING LOT STRIPING
SUBCONTRACT PRICE		\$ 22,274.00	\$ 15,000.00	\$ 12,217.00	\$ 3,200.00
AMOUNT UNCOMPLETED		\$ 17,819.20	\$ 150.00	\$ -	\$ -
SUBCONTRACTOR		HARTWIG PLUMBING	LUSE	SANCHEZ PAVING	
TYPE OF WORK		PLUMBING	ENVIRONMENTAL	SEAL COAT	
SUBCONTRACT PRICE		\$ 80,382.28	\$ 17,000.00	\$ 3,660.00	
AMOUNT UNCOMPLETED		\$ -	\$ -	\$ -	
SUBCONTRACTOR		HUCKSTORF	MR.DAVID'S	SCHINDLER ELEVATOR CORP	
TYPE OF WORK		EXCAVATION	TILE REPLACEMENT	ELEVATOR	
SUBCONTRACT PRICE		\$ 14,000.00	\$ 1,770.00	\$ 51,500.00	
AMOUNT UNCOMPLETED		\$ -	\$ -	\$ 32,831.00	
SUBCONTRACTOR		KINCKERBOCKER ROOFING	TERRA	SPRING MOON S&D	
TYPE OF WORK		ROOFING	DEMOLITION	SIGNAGE	
SUBCONTRACT PRICE		\$ 310,000.00	\$ 9,800.00	\$ 1,002.00	
AMOUNT UNCOMPLETED		\$ 3,100.00	\$ -	\$ 1,002.00	

## Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

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	1	2	3	4	5
SUBCONTRACTOR		MBB MASONRY	VINCO INC	TMS MECHANICAL	
TYPE OF WORK		MASONRY	PAINTING	PLUMBING	
SUBCONTRACT PRICE		\$ 958,377.23	\$ 4,402.00	\$ 11,100.00	
AMOUNT UNCOMPLETED		\$ -	\$ -	\$ 2,220.00	
SUBCONTRACTOR		SHARLEN ELECTRIC	WELD TECH	UPRIGHT IRON WORKS INC	
TYPE OF WORK		ELECTRICAL	STAIRS/RAILS	STEEL	
SUBCONTRACT PRICE		\$ 845,649.00	\$ 5,800.00	\$ 17,080.13	
AMOUNT UNCOMPLETED		\$ 53,952.41	\$ -	\$ -	
SUBCONTRACTOR		UPTOWN PAINTING			
TYPE OF WORK		PAINTING			
SUBCONTRACT PRICE		\$ 62,720.00			
AMOUNT UNCOMPLETED		\$ 627.20			
SUBCONTRACTOR		VIXEN CONSTRUCTION			
TYPE OF WORK		CONCRETE			
SUBCONTRACT PRICE		\$ 79,894.22			
AMOUNT UNCOMPLETED		\$ -			

## Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

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No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show **NONE**.

	1	2	3	4	5
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					

**Public Building Commission Of Chicago**

**Contract No. 1506**

CHICAGO PARK DISTRICT PARK 484

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	6	7	8	9	10	Award Pending	
PROJECT	THOMAS JEFFERSON PUMPING STATION	BRONZEVILLE LIGHTHOUSE CHARTER SCHOOL	MOLLISON SCHOOL	LANE TECH HIGH SCHOOL	68TH STREET PUMPING STATION		
CONTRACT WITH	CITY OF CHICAGO DEPT. OF WATER MAINT.	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CITY OF CHICAGO DEPT. OF WATER MAINT.		
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							<b>TOTAL</b>
	\$ 869,319.00	\$ 2,266,939.62	\$ 2,534,018.00	\$ 4,334,846.00	\$ 4,813,081.19		\$ 24,883,275.81
UNCOMPLETED DOLLAR VALUE	\$ 441,661.01	\$ 131,111.72	\$ 224,967.70	\$ 297,253.80	\$ 1,431,271.93		\$ 5,281,787.68

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

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							\$ -
PCC BASE, C&G PAVING							\$ -
BIT CONCRETE PAVING							\$ -
STABILIZED BASE (RAM, CAM, PAM)							\$ -
AGGREGATE BASE & FILL							\$ -
FOUNDATION (CAISSON & PILE)							\$ -
HIGHWAY STRUCTURES							\$ -
SEWER & DRAIN STRUCT.							\$ -
PAINTING							\$ -
PAVEMENT MARKING							\$ -
SIGNING							\$ -
LANDSCAPING							\$ -
DEMOLITION							\$ 89,020.21
FENCING							\$ -
OTHERS (LIST)							
CARPENTRY	\$ 36,316.85		\$ 9,357.56	\$ 35,605.28	\$ 276,818.22		\$ 640,394.27



**Public Building Commission Of Chicago**  
**Contract No. 1506**  
**CHICAGO PARK DISTRICT PARK 484**

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES (CONTINUED)**

	6	7	8	9	10	Awards Pending	TOTALS
STRUCT. STEEL (BLDG. CONST.)							\$ -
ORNAMENTAL STEEL (BLDG. CONST.)							\$ -
MISCELLANEOUS CONCRETE							\$ -
FIREPROOFING							\$ -
MASONRY							\$ -
H.V.A.C.							\$ -
MECHANICAL							\$ -
ELECTRIC							\$ -
PLUMBING							\$ -
ROOFING & SHEET METAL							\$ -
FLOORING & TILE WORK							\$ -
DRYWALL & PLASTER WORK							\$ -
CEILING CONST.							\$ -
HOLLOW METAL & HARDWARE							\$ 2,000.00
GLAZING & CAULKING							\$ -
MISCELLANEOUS ARCH. WORK							\$ -
AUGUST 2009 (REV1)							
<b>TOTALS</b>	\$ 36,316.85	\$ -	\$ 9,357.56	\$ 35,605.28	\$ 276,818.22		\$ 949,985.56

## Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT

indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show

NONE.

	6	7	8	9	10
SUBCONTRACTOR	ACCH	ACER	A&H PLUMBING	A&H PLUMBING	ACER CONSTRUCTION
TYPE OF WORK	HVAC	CONCRETE	PLUMBING	PLUMBING	CONCRETE
SUBCONTRACT PRICE	\$ 108,000.00	\$ 133,651.71	\$ 48,800.00	\$ 422,122.00	\$ 229,002.21
AMOUNT UNCOMPLETED	\$ 108,000.00	\$ -	\$ 2,440.00	\$ -	\$ 9,151.50
SUBCONTRACTOR	AUTO LOGIC	A-GREEN	ACCH	ACCESS LIFT	ALTHOFF INDUSTRIES
TYPE OF WORK	TEMP CONTROL	PLUMBING	MECHANICAL	WHEELCHAIR LIFT	ELECTRICAL
SUBCONTRACT PRICE	\$ 32,500.00	\$ 26,781.60	\$ 1,299,573.40	\$ 15,500.00	\$ 230,000.00
AMOUNT UNCOMPLETED	\$ 26,020.00	\$ -	\$ 41,754.81	\$ 775.00	\$ 22,380.25
SUBCONTRACTOR	BEST BUILT FENCE	ALTOFF	ACER	ATRIUM	AMERICAN DESIGN
TYPE OF WORK	FENCING	ELECTRICAL	FLOORING	LANDSCAPING	MILLWORK
SUBCONTRACT PRICE	\$ 35,803.00	\$ 83,453.70	\$ 19,755.00	\$ 341,785.00	\$ 12,140.00
AMOUNT UNCOMPLETED	\$ 25,481.00	\$ -	\$ -	\$ -	\$ 2,140.00
SUBCONTRACTOR	BUILDERS CHICAGO	BETON	ADVANCE IRON WORKS	CAIN MILWORK	BUILDERS CHICAGO
TYPE OF WORK	COILING DOORS	MASONRY	STEEL	DOORS	DOORS
SUBCONTRACT PRICE	\$ 22,385.00	\$ 36,700.00	\$ 22,425.00	\$ 243,880.00	\$ 77,959.00
AMOUNT UNCOMPLETED	\$ 22,385.00	\$ -	\$ -	\$ -	\$ 36,751.75

# Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**PART III.**

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NONE.

	6	7	8	9	10
SUBCONTRACTOR	GSG	COLFAX	ALTOFF	COMPOSITE STEEL	BEST BUILT FENCE ERECTORS
TYPE OF WORK	TESTING	DEMOLITION	ELECTRICAL	METAL FABRICATORS	TEMP FENCE
SUBCONTRACT PRICE	\$ 10,000.00	\$ 63,430.00	\$ 307,901.00	\$ 133,880.00	\$ 6,388.00
AMOUNT UNCOMPLETED	\$ 9,346.00	\$ -	\$ 15,395.05	\$ 2,677.60	\$ 2,280.00
SUBCONTRACTOR	GALAXY	GFS FENCE, SIGNAGE, INC.	BETON	DISKEY ARCHTEC. SIGNAGE	CITY COTTAGE GROUP
TYPE OF WORK	ASBESTOS	TRASH ENCLOSURE	MASONRY	SIGNAGE	VINYL FLOORING
SUBCONTRACT PRICE	\$ 35,000.00	\$ 11,722.00	\$ 6,000.00	\$ 14,607.00	\$ 4,650.00
AMOUNT UNCOMPLETED	\$ 35,000.00	\$ -	\$ -	\$ 2,191.05	\$ 502.50
SUBCONTRACTOR	LCS	KNICKERBOCKER	COLFAX	DTI OF ILLINOIS	DELTA HEATING AND AIR
TYPE OF WORK	MASONRY	ROOFING	ENVIRONMENTAL WORK	TILE	HVAC
SUBCONTRACT PRICE	\$ 87,000.00	\$ 15,000.00	\$ 152,865.00	\$ 67,293.20	\$ 194,000.00
AMOUNT UNCOMPLETED	\$ 14,355.00	\$ -	\$ -	\$ -	\$ 40,934.00
SUBCONTRACTOR	MJB	L&M WELDING	GARRIGAN	EAGLE CONCRETE	GALAXY ENVIRONMENTAL
TYPE OF WORK	PAINTING	STRUCTURAL STEEL	DOORS FRAMES HW	CEMENT PAVING	ABATEMENT
SUBCONTRACT PRICE	\$ 12,000.00	\$ 12,102.00	\$ 194,851.00	\$ 241,248.00	\$ 104,520.00
AMOUNT UNCOMPLETED	\$ 12,000.00	\$ -	\$ -	\$ 4,474.96	\$ 56,112.00

# Public Building Commission of Chicago

Contract No. 1506

## CHICAGO PARK DISTRICT PARK 484

**PART III.**

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NONE.

	6	7	8	9	10
SUBCONTRACTOR	MCDONALD	PEDERSON	JACK FROST IRONWORKS	GALAXY ENVIRONMENTAL	GFS FENCE, GUARDRAIL
TYPE OF WORK	TRAILERS	LANDSCAPING	MISC STEEL	DEMO/ABATEMENT	ORNAMENTAL FENCE
SUBCONTRACT PRICE	\$ 4,200.00	\$ 23,625.00	\$ 4,610.00	\$ 396,850.00	\$ 225,958.00
AMOUNT UNCOMPLETED	\$ 1,506.40	\$ -	\$ 4,610.00	\$ -	\$ 25,546.70
SUBCONTRACTOR	PS COYOTE	UPTOWN	KLEEN TEAM SERVICES	JP PHILLIPS	G.I.R.L. MAX
TYPE OF WORK	DEMOLITION	PAINTING	CLEANUP	PLASTER	WINDOW GUARDS
SUBCONTRACT PRICE	\$ 76,420.00	\$ 40,000.00	\$ 6,954.60	\$ 44,770.00	\$ 170,000.00
AMOUNT UNCOMPLETED	\$ 13,852.20	\$ -	\$ 6,954.60	\$ -	\$ 25,500.00
SUBCONTRACTOR	QUALITY	W.E. BISHOP	MJB	JOHN CARETTI	GSG
TYPE OF WORK	PAVING	MECHANICAL	PAINTING	TERRAZO FLOORING	MATERIAL TESTING
SUBCONTRACT PRICE	\$ 44,000.00	\$ 1,573,145.65	\$ 11,400.00	\$ 13,500.00	\$ 10,000.00
AMOUNT UNCOMPLETED	\$ 6,601.00	\$ 15,487.01	\$ -	\$ -	\$ 500.00
SUBCONTRACTOR	SAGER		SULLIVAN ROOFING	MAVERICK POOLS	HARTWIG PLUMBING
TYPE OF WORK	WATERPROOFING		ROOFING	POOL LINER	PLUMBING
SUBCONTRACT PRICE	\$ 10,206.00		\$ 10,402.00	\$ 39,500.00	\$ 95,000.00
AMOUNT UNCOMPLETED	\$ 2,778.00		\$ 2,600.50	\$ -	\$ 7,600.00

**Public Building Commission of Chicago**

Contract No. 1506

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NONE.

	6	7	8	9	10
SUBCONTRACTOR	SKYCO		SUPERIOR CABINETS	MIDWEST CONTRACT GLAZING	J.P. PHILLIPS
TYPE OF WORK	FLOOR ACCESS DOOR		MILWORK MATERIAL	ALUMINUM ENTRANCES	PLASTER
SUBCONTRACT PRICE	\$ 3,665.00		\$ 10,625.00	\$ 55,000.00	\$ 59,900.00
AMOUNT UNCOMPLETED	\$ -		\$ -	\$ 1,100.00	\$ 44,720.00
SUBCONTRACTOR	STRESS CORE		VIXEN	MJB DECORATING	KATCO DEVELOPMENT
TYPE OF WORK	PRE-CAS CONCRETE		CONCRETE	PAINTING	STORM SEWER
SUBCONTRACT PRICE	\$ 19,000.00		\$ 6,200.00	\$ 85,787.96	\$ 14,750.00
AMOUNT UNCOMPLETED	\$ 19,000.00		\$ -	\$ -	\$ -
SUBCONTRACTOR	T MANNING			MUNICIPAL ELEVATOR	METALMETRIC LLC
TYPE OF WORK	CONCRETE			SERVICE ELEVATOR	MISC METALS
SUBCONTRACT PRICE	\$ 110,220.00			\$ 81,582.04	\$ 173,900.00
AMOUNT UNCOMPLETED	\$ 28,262.00			\$ -	\$ 89,247.70
SUBCONTRACTOR	WEATHERGUARD			PS COYOTE	MJB DECORATING PAINTING
TYPE OF WORK	ROOFING			SITE DRAINAGE	PAINTING
SUBCONTRACT PRICE	\$ 38,960.00			\$ 22,350.00	\$ 225,000.00
AMOUNT UNCOMPLETED	\$ 23,540.00			\$ -	\$ 165,000.00

# Public Building Commission of Chicago

Contract No. 1506

## CHICAGO PARK DISTRICT PARK 484

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NONE.

	6	7	8	9	10
SUBCONTRACTOR				PAGODA ELECTRIC	M.W. POWELL COMPANY
TYPE OF WORK				ELECTRIC	ROOF
SUBCONTRACT PRICE				\$ 414,719.00	\$ 681,000.00
AMOUNT UNCOMPLETED				\$ -	\$ 37,200.00
SUBCONTRACTOR				PRESTIGE DISTRIBUTION	PEDERSON CO.
TYPE OF WORK				DISPLAY UNITS	LANDSCAPING
SUBCONTRACT PRICE				\$ 83,055.00	\$ 52,775.00
AMOUNT UNCOMPLETED				\$ 963.50	\$ 13,190.00
SUBCONTRACTOR				SANCHEZ PAVING	PREMIUM CONCRETE
TYPE OF WORK				ASPHALT	SAWCUTTING
SUBCONTRACT PRICE				\$ 3,300.00	\$ 24,121.00
AMOUNT UNCOMPLETED				\$ -	\$ -
SUBCONTRACTOR				SERVICE DRYWALL	ROY STROM EXCAVATING
TYPE OF WORK				GYPSUM BOARDS	EXCAVATION
SUBCONTRACT PRICE				\$ 186,494.69	\$ 86,645.00
AMOUNT UNCOMPLETED				\$ -	\$ 4,332.25

**Public Building Commission of Chicago**

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**CHICAGO PARK DISTRICT PARK 484**

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NONE.

	6	7	8	9	10
SUBCONTRACTOR				TEE JAY SERVICE COMPANY	SUAVES TUCKPOINTING
TYPE OF WORK				DOOR OPERATORS	MASONRY
SUBCONTRACT PRICE				\$ 20,500.00	\$ 1,241,100.00
AMOUNT UNCOMPLETED				\$ -	\$ 330,711.00
SUBCONTRACTOR				TERRA DEMOLITION	VISU-SEWER OF ILLINOIS
TYPE OF WORK				DEMOLITION	EXCAVATION
SUBCONTRACT PRICE				\$ 5,176.00	\$ 7,747.45
AMOUNT UNCOMPLETED				\$ -	\$ -
SUBCONTRACTOR				THE CROSE COMPANY	
TYPE OF WORK				MECHANICAL	
SUBCONTRACT PRICE				\$ 74,099.00	
AMOUNT UNCOMPLETED				\$ -	
SUBCONTRACTOR				THE FENCE STORE	
TYPE OF WORK				FENCE	
SUBCONTRACT PRICE				\$ 13,250.00	
AMOUNT UNCOMPLETED				\$ -	

# Public Building Commission of Chicago

Contract No. 1506

## CHICAGO PARK DISTRICT PARK 484

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NONE.

	6	7	8	9	10
SUBCONTRACTOR				U.S. MASONRY	
TYPE OF WORK				MASONRY	
SUBCONTRACT PRICE				\$ 361,249.00	
AMOUNT UNCOMPLETED				\$ 7,224.98	
SUBCONTRACTOR				VORTEX	
TYPE OF WORK				RESILIENT FLOORING	
SUBCONTRACT PRICE				\$ 19,731.65	
AMOUNT UNCOMPLETED				\$ -	
SUBCONTRACTOR				WILKIN INSULATION	
TYPE OF WORK				INSULATION	
SUBCONTRACT PRICE				\$ 8,432.00	
AMOUNT UNCOMPLETED				\$ -	
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					



## Public Building Commission Of Chicago

**Contract No. 1506**

CHICAGO PARK DISTRICT PARK 484

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	11	12	13	14	15	Award Pending	
PROJECT	YALE ELEMENTARY SCHOOL	STEVENSON ELEMENTARY SCHOOL	CRISPUS ATTUCKS SCHOOL	MOLLISON SCHOOL ADA RENOVATION	DEPARTMENT OF AVIATION JOC CONTRACT		
CONTRACT WITH	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CHICAGO PUBLIC SCHOOLS	CITY OF CHICAGO		
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							<b>TOTAL</b>
	\$ 2,109,429.00	\$ 1,092,072.00	\$ 960,012.00	\$ 863,099.00	\$ 1,766,863.57		\$ 31,674,751.38
UNCOMPLETED DOLLAR VALUE	\$ 1,149,470.11	\$ 803,405.26	\$ 859,368.87	\$ 723,781.28	\$ 367,241.00		\$ 9,185,054.20

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							\$ -
PCC BASE, C&G PAVING							\$ -
BIT CONCRETE PAVING							\$ -
STABILIZED BASE (RAM, CAM, PAM)							\$ -
AGGREGATE BASE & FILL							\$ -
FOUNDATION (CAISSON & PILE)							\$ -
HIGHWAY STRUCTURES							\$ -
SEWER & DRAIN STRUCT.							\$ -
PAINTING							\$ -
PAVEMENT MARKING							\$ -
SIGNING							\$ -
LANDSCAPING							\$ -
DEMOLITION							\$ 89,020.21
FENCING							\$ -
OTHERS (LIST)							
CARPENTRY	\$ 5,247.94	\$ 63,048.55	\$ 84,569.00	\$ 123,231.00	\$ 64,030.43		\$ 980,521.19

**Public Building Commission Of Chicago**

**Contract No. 1506**

**CHICAGO PARK DISTRICT PARK 484**

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES (CONTINUED)**

	11	12	13	14	15	Awards Pending	TOTALS
STRUCT. STEEL (BLDG. CONST.)							\$ -
ORNAMENTAL STEEL (BLDG. CONST.)							\$ -
MISCELLANEOUS CONCRETE							\$ -
FIREPROOFING							\$ -
MASONRY							\$ -
H.V.A.C.							\$ -
MECHANICAL							\$ -
ELECTRIC							\$ -
PLUMBING							\$ -
ROOFING & SHEET METAL							\$ -
FLOORING & TILE WORK							\$ -
DRYWALL & PLASTER WORK							\$ -
CEILING CONST.							\$ -
HOLLOW METAL & HARDWARE							\$ 2,000.00
GLAZING & CAULKING							\$ -
AUGUST 2009 (REV1)							
GENERAL CONDITIONS							\$ -
<b>TOTALS</b>	\$ 5,247.94	\$ 63,048.55	\$ 84,569.00	\$ 123,231.00	\$ 64,030.43		\$ 1,290,112.48

# Public Building Commission of Chicago

Contract No. 1506

## CHICAGO PARK DISTRICT PARK 484

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show

NONE.

	11	12	13	14	15
SUBCONTRACTOR	A&H PLUMBING	A&H PLUMBING	ACER	A-1 ROOFING	A.L.L. MASONRY
TYPE OF WORK	PLUMBING	PLUMBING	MASONRY	ROOFING	MASONRY
SUBCONTRACT PRICE	\$ 6,700.00	\$ 72,025.00	\$ 117,000.00	\$ 10,250.00	\$ 164,943.37
AMOUNT UNCOMPLETED	\$ 670.00	\$ 57,620.00	\$ 117,000.00	\$ 10,250.00	\$ -
SUBCONTRACTOR	ABILITY ROCKROAD	ACCH	AMERICAN DESIGN	ABILITY	ABILITY ROCKROAD
TYPE OF WORK	ASPHALT	MECHANICAL	MILLWORK	ASPHALT	ASPHALT
SUBCONTRACT PRICE	\$ 1,925.00	\$ 29,500.00	\$ 16,300.00	\$ 22,000.00	\$ 11,300.00
AMOUNT UNCOMPLETED	\$ 1,925.00	\$ 29,500.00	\$ 16,300.00	\$ 22,000.00	\$ -
SUBCONTRACTOR	ATRIUM	ACER	AUTOMATIC DOORS	BETON	AFFORDABLE COMFORT CONST.
TYPE OF WORK	LANDSCAPING	MISC CARP. WOODWORK	DOORS	MASONRY	HVAC
SUBCONTRACT PRICE	\$ 24,000.00	\$ 197,350.41	\$ 4,860.00	\$ 65,500.00	\$ 46,500.00
AMOUNT UNCOMPLETED	\$ 24,000.00	\$ 146,169.59	\$ 4,860.00	\$ 52,400.00	\$ 31,500.00
SUBCONTRACTOR	AUBURN CORP	ATRIUM	DELTA	COMMERCIAL SPECIALTIES	ALDRIDGE ELECTRIC
TYPE OF WORK	WINDOWS	LANDSCAPING	HVAC	TOLIET ACCESSORIES	ELECTRIC
SUBCONTRACT PRICE	\$ 586,000.00	\$ 10,000.00	\$ 43,400.00	\$ 12,726.00	\$ 440,000.00
AMOUNT UNCOMPLETED	\$ 360,390.00	\$ 10,000.00	\$ 43,400.00	\$ 12,726.00	\$ 57,200.00

Non-Federally Funded

Instructions and Execution Documents

# Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show

NONE.

	11	12	13	14	15
SUBCONTRACTOR	BILLS SHADE AND BLIND SERVICE	ART DOES	DIV 10	COMPOSITE STEEL	ANDERSON & SHAH ROOFING
TYPE OF WORK	WINDOW TREATMENT	SIGNAGE	TOLIET ACCESSORIES	STEEL	ROOFING
SUBCONTRACT PRICE	\$ 18,700.00	\$ 7,234.00	\$ 7,500.00	\$ 21,500.00	\$ 40,700.00
AMOUNT UNCOMPLETED	\$ 18,700.00	\$ 7,234.00	\$ 7,500.00	\$ 21,500.00	\$ -
SUBCONTRACTOR	BUILDERS CHICAGO	BEVERLY ASPHALT	DU-AL	DND ELECTRIC	BUILDERS CHICAGO
TYPE OF WORK	DOORS	ASPHALT	FLOORING	ELECTRIC	DOORS
SUBCONTRACT PRICE	\$ 8,911.11	\$ 2,400.00	\$ 4,700.00	\$ 143,000.00	\$ 18,988.38
AMOUNT UNCOMPLETED	\$ 8,911.11	\$ 2,400.00	\$ 4,700.00	\$ 135,850.00	\$ 7,173.38
SUBCONTRACTOR	COMPOSITE STEEL PRODUCTS	DU-AL FLOOR CO	GALAXY	DU-AL	CAD CONTRACT GLAZING
TYPE OF WORK	STEEL	RESILIENT FLOORING	ENVIRONMENTAL DEMO	VCT	STOREFRONT
SUBCONTRACT PRICE	\$ 48,924.00	\$ 3,500.00	\$ 66,000.00	\$ 4,200.00	\$ 14,305.00
AMOUNT UNCOMPLETED	\$ 12,231.00	\$ 3,500.00	\$ 43,800.00	\$ 4,200.00	\$ 13,805.00
SUBCONTRACTOR	EASTON ARCHITECT.	FENCE CONNECTION	GFS FENCE GUARDRAIL	DURANGO	DURANGO PAINTING
TYPE OF WORK	DOORS MATL	FENCING	FENCING	PAINTING	PAINTING
SUBCONTRACT PRICE	\$ 18,345.00	\$ 12,708.00	\$ 10,271.00	\$ 20,000.00	\$ 2,000.00
AMOUNT UNCOMPLETED	\$ 18,345.00	\$ 12,708.00	\$ 10,271.00	\$ 20,000.00	\$ 1,500.00

Non-Federally Funded

Instructions and Execution Documents

# Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show

NONE.

	11	12	13	14	15
SUBCONTRACTOR	GFS FENCE GUARDRAIL	INDUSTRIA INC	GRACEFUL CONCEPTS	ECI	HLM STEEL FABRICATION
TYPE OF WORK	FENCING	DOORS/FRAMES	DOORS	MECHANICAL	STEEL
SUBCONTRACT PRICE	\$ 27,600.00	\$ 52,354.00	\$ 116,552.00	\$ 12,000.00	\$ 59,972.00
AMOUNT UNCOMPLETED	\$ 27,600.00	\$ 52,354.00	\$ 116,552.00	\$ 12,000.00	\$ -
SUBCONTRACTOR	IW&G INC.	JIN ELECTRIC	MECCON	FENCE CONNECTION	INDUSTRIA
TYPE OF WORK	MASONRY	ELECTRICAL	PLUMBING	FENCING	GRATES/HOIST/LOUVERS
SUBCONTRACT PRICE	\$ 803,012.23	\$ 150,337.09	\$ 116,020.00	\$ 12,800.00	\$ 28,086.62
AMOUNT UNCOMPLETED	\$ 200,276.95	\$ 82,685.40	\$ 104,418.00	\$ 12,800.00	\$ 15,482.00
SUBCONTRACTOR	KNICKERBOCKER ROOFING	LEGACY	METALMASTER ROOFING	GALAXY	KATCO DEVELOPMENT
TYPE OF WORK	ROOFING	PAINTING	ROOFING	ENVIRONMENTAL	SITE UTILITIES
SUBCONTRACT PRICE	\$ 75,000.00	\$ 23,720.00	\$ 2,400.00	\$ 32,100.00	\$ 397,372.57
AMOUNT UNCOMPLETED	\$ 60,000.00	\$ 23,008.40	\$ 2,400.00	\$ 14,445.00	\$ 21,036.57
SUBCONTRACTOR	LUSE COMPANIES	LUSE COMPANIES	PRESTIGE DISTRIBUTION	GARRIGAN	PAN OCEANIC
TYPE OF WORK	ENVIRONMENTAL	ENVIRONMENTAL	TOILET PARTITIONS	DOORS FRAMES	EXCAVATION
SUBCONTRACT PRICE	\$ 83,809.83	\$ 63,900.00	\$ 28,687.00	\$ 31,501.00	\$ 52,000.00
AMOUNT UNCOMPLETED	\$ 36,781.92	\$ 31,950.00	\$ 28,687.00	\$ 31,501.00	\$ -

Non-Federally Funded

Instructions and Execution Documents

# Public Building Commission of Chicago

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show

NONE.

	11	12	13	14	15
SUBCONTRACTOR	NATIONAL PAINTING	PRAIRIE STEEL CONSTRUCTION INC	QUANTUM CROSSINGS	MECCON	PEDERSON
TYPE OF WORK	PAINTING	STEEL FABRICATION	ELECTRICAL	PLUMBING	LANDSCAPING
SUBCONTRACT PRICE	\$ 35,661.00	\$ 27,686.00	\$ 129,000.00	\$ 43,000.00	\$ 32,014.00
AMOUNT UNCOMPLETED	\$ 28,528.80	\$ 20,764.50	\$ 83,850.00	\$ 32,250.00	\$
SUBCONTRACTOR	NELSON HARKINS IND	PRESTIGE DISTRIBUTION		NCI	T MANNING
TYPE OF WORK	SIGNAGE	TOILET ACCESSORIES		CONCRETE	CONCRETE
SUBCONTRACT PRICE	\$ 3,965.00	\$ 29,200.00		\$ 30,000.00	\$ 58,405.00
AMOUNT UNCOMPLETED	\$ 3,965.00	\$ 29,200.00		\$ 15,000.00	\$
SUBCONTRACTOR	PEAK ELECTRIC	QC ENTERPRISES		SPEEDY GONZALES	
TYPE OF WORK	ELECTRICAL	CERAMIC TILE		LANDSCAPING	
SUBCONTRACT PRICE	\$ 37,500.00	\$ 18,000.00		\$ 51,500.00	
AMOUNT UNCOMPLETED	\$ 15,000.00	\$ 18,000.00		\$ 36,050.00	
SUBCONTRACTOR	TEE JAY SERVICE CO	TEE JAY SERVICE CO		TEE JAY SERVICE CO	
TYPE OF WORK	AUTOMATIC DOORS	AUTOMATIC DOOR OPERATORS		DOOR OPERATORS	
SUBCONTRACT PRICE	\$ 2,059.00	\$ 4,328.00		\$ 2,400.00	
AMOUNT UNCOMPLETED	\$ 2,059.00	\$ 4,328.00		\$ 2,400.00	

Non-Federally Funded

Instructions and Execution Documents

# Public Building Commission of Chicago

Contract No. 1506

## CHICAGO PARK DISTRICT PARK 484

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show

NONE.

	11	12	13	14	15
SUBCONTRACTOR	VIXEN CONSTRUCTION	TERRA DEMOLITION		TERRA DEMOLITION	
TYPE OF WORK	EXCAVATION	DEMOLITION		DEMOLITION	
SUBCONTRACT PRICE	\$ 21,500.00	\$ 84,339.00		\$ 50,827.00	
AMOUNT UNCOMPLETED	\$ 21,500.00	\$ 25,301.70		\$ 17,789.45	
SUBCONTRACTOR		WILKIN INSULATION			
TYPE OF WORK		FIREPROOFING			
SUBCONTRACT PRICE		\$ 2,680.00			
AMOUNT UNCOMPLETED		\$ 2,680.00			
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

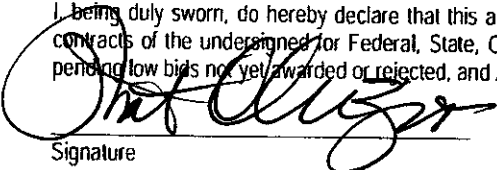
**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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

3-2-10

Date

ROBERT C. MIEZIO

Name (Type or Print)

VICE PRESIDENT

Title

CHICAGO COMMERCIAL CONTRACTORS, LLC.

Bidder Name

11921 SMITH DRIVE

Address

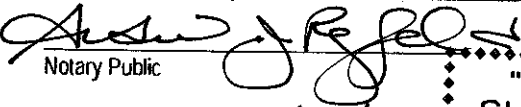
HUNTLEY, IL 60142

City

State

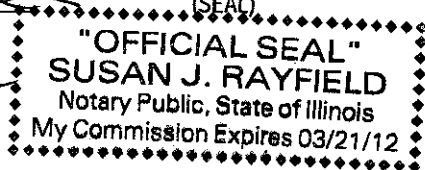
Zip

Subscribed and sworn to before me  
this 2ND day of MARCH, 2010



Notary Public

(SEAL)



Commission expires: 3/21/12





**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
**For the Letting of** 3/5/2010  
(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

*for Speedy Gonzalez Landscaping*

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
County and Section Number	#145	#170	AUTOZONE	WELLES	#90	
Contract With	IDOT	IDOT	DANCOR	CPD	IDOT	
Estimated Completion Date	8/2010	8/2010	4/2010	4/2010	9/2010	
Total Contract Price	966,319.78	536,710.59	289,000.00	380,385.00	131,235.00	Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	966,319.78	536,710.59		22,370.00	131,235.00	1,656,635.37
Uncompleted Dollar Value If Firm is the Subcontractor			9,500.00			9,500.00
<b>Total Value of All Work</b>						<b>1,666,135.37</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	100,000.00	250,000.00				350,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	45,000.00	60,000.00				105,000.00
Highway, R.R. and Waterway Structures						0.00
Drainage				5,200.00		5,200.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	90,000.00	5,000.00		2,600.00		97,600.00
Landscaping	27,000.00	48,000.00	9,500.00	4,000.00	121,000.00	209,500.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition	65,000.00	20,000.00				85,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
GEN CONTRACTING SVS	34,319.78	23,710.59		7,000.00	10,235.00	75,265.37
						0.00
<b>Totals</b>	<b>361,319.78</b>	<b>406,710.59</b>	<b>9,500.00</b>	<b>18,800.00</b>	<b>131,235.00</b>	<b>927,565.37</b>

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	TBD	TBD		FENCE MASTERS	
Type of Work	HMA PAVING	HMA PAVING		FENCING	
Subcontract Price	200,000.00	55,000.00		33,000.00	
Amount Uncompleted	200,000.00	55,000.00		1,650.00	
Subcontractor	TBD	TBD		AM PM ELEC	
Type of Work	DRAINAGE	DRAINAGE		ELECTRICAL	
Subcontract Price	190,000.00	35,000.00		19,200.00	
Amount Uncompleted	190,000.00	35,000.00		1,920.00	
Subcontractor	TBD	TBD			
Type of Work	ELECTRICAL	ELECTRICAL			
Subcontract Price	215,000.00	40,000.00			
Amount Uncompleted	215,000.00	40,000.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>605,000.00</b>	<b>130,000.00</b>	<b>0.00</b>	<b>3,570.00</b>	<b>0.00</b>

I, being duly sworn, do hereby declare 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

Subscribed and sworn to before me

this 1 day of March, 2010.

[Signature]  
Notary Public

My commission expires: 3/21/12

(Notary Seal)



Type or Print Name \_\_\_\_\_

[Signature]  
Officer or Director

Josephina Presi Just  
Title

Signed \_\_\_\_\_

Jose Gonzalez President

Company \_\_\_\_\_

Speedy Gonzalez Landscaping

Address \_\_\_\_\_

10624 Torrence Ave  
Chicago, IL 60617



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of** 3/5/2010

(Letting date)

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
County and Section Number	JOC	LEGENDS	FORYTHE PARK			#105
Contract With	CPD	POWERS	WALSH-KELLY			IDOT
Estimated Completion Date	4/2010	8/2010	6/2010			10/2010
Total Contract Price	421,568.00	465,000.00	244,128.00			261,361.35
Uncompleted Dollar Value if Firm is the Prime Contractor	88,241.00					261,361.25
Uncompleted Dollar Value if Firm is the Subcontractor		465,000.00	244,128.00			718,628.00
<b>Total Value of All Work</b>						<b>2,724,865.62</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						350,000.00
Portland Cement Concrete Paving					95,000.00	95,000.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						105,000.00
Highway,R.R. and Waterway Structures						0.00
Drainage					7,500.00	12,700.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	10,000.00				74,500.00	182,100.00
Landscaping	25,000.00	465,000.00	244,128.00			943,628.00
Fencing						0.00
Guardrail						0.00
Painting					11,000.00	11,000.00
Signing					2,000.00	2,000.00
Cold Milling, Planning & Rotomilling						0.00
Demolition					45,000.00	130,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
GEN CONTRACTING SVS	20,000.00				26,361.35	121,626.72
						0.00
<b>Totals</b>	<b>55,000.00</b>	<b>465,000.00</b>	<b>244,128.00</b>	<b>0.00</b>	<b>261,361.35</b>	<b>1,953,054.72</b>

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	LAFORCE				
Type of Work	HARDWARE				
Subcontract Price	22,641.00				
Amount Uncompleted	22,641.00				
Subcontractor	MW WOODWORK				
Type of Work	MILLWORK				
Subcontract Price	10,600.00				
Amount Uncompleted	10,600.00				
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					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>33,241.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

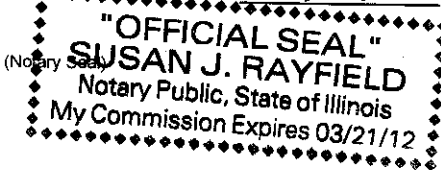
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me

this 1 day of March, 2010

  
Notary Public

My commission expires: 3/21/12



Type or Print Name Jesse Gonzalez President

Officer or Director

Title

Signed 

Company Speedy Gonzalez Landscaping  
Address 10624 Torrence Ave  
Chicago, IL 60617

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506  
CHICAGO PARK DISTRICT PARK 484

**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 \_\_\_\_\_

JOSE GONZALEZ

Name (Type or Print)

SPEEDY GONZALEZ LANDSCAPING, INC.

Bidder Name  
10624 S TORRENCE AVE

Address  
CHICAGO, IL 60617

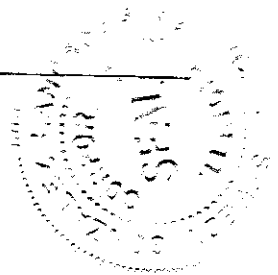
City State Zip

3-2-10

Date

PRESIDENT

Title



Subscribed and sworn to before me  
this 2ND day of MARCH, 2010

[Signature]  
Notary Public

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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 CHICAGO COMMERCIAL CONTRACTORS, LLC.  
 Submitted By ROBERT C. MIEZIO  
 Title VICE PRESIDENT  
 Permanent Main Office Address 11921 SMITH DRIVE, HUNTLEY, IL 60142  
 Local Address 11921 SMITH DRIVE, HUNTLEY, IL 60142  
 Local Telephone No. and FAX No. 224-654-2122/224-654-2105

4 YEARS UNDER PRESENT NAME

How many years operating as contractor for work of this nature? 29 YEARS PREVIOUSLY AS

List of recently completed contracts of similar dollar value and scope of work. G.F. STRUCTURES CORPORATION

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	PLEASE SEE ATTACHED LIST OF COMPLETED CONTRACTS			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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: **NOT APPLICABLE**

- (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 CHICAGO COMMERCIAL CONTRACTORS, LLC.
- (b) Official Address 11921 SMITH DRIVE, HUNTLEY, IL 60142
- (c) Names of all Partners: RICHARD C. CRANDALL, JR.  
THE CRANDALL FAMILY TRUST

If submitted by an individual:

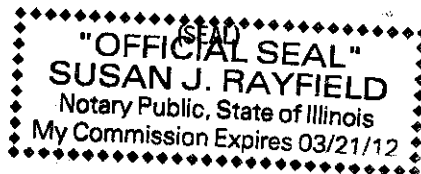
- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_



Signature of Affiant  
ROBERT C. MIEZIO, VICE PRESIDENT

Subscribed and sworn to before me this 2ND day of MARCH 20 10

  
Notary Public  
My Commission expires: 3/21/12



**Chicago Commercial Contractors, LLC / G. F. Structures Corporation**  
**11921 Smith Drive**  
**Huntley, IL**  
**Recently Completed Projects**

Name of Project	Project Owner	Architect	Contract Amount	Date of Completion	Contact/ Phone #
UIC JOC	UIC	Dennis Collins	\$ 2,000,000.00	October, 2009	Dennis Collins 312-996-2824
Louis Pasteur Elementary	Chicago Public Schools	MRA Architects, Ltd.	\$ 1,562,598.14	October, 2009	Marie Martinez 773-553-3142
Marshall Middle School	Chicago Public Schools	Perry & Associates	\$ 303,231.00	October, 2009	Mitch Demitrepoulos (312) 656-3331
Malcolm X Cooling Tower Demo	City Colleges of Chicago	Primera	\$ 618,910.00	October, 2009	Bob Tamillo (773) 842-0338
Site Upgrades Eight Campuses	City Colleges of Chicago	Primera	\$ 12,139,482.00	October, 2009	Bob Tamillo (773) 842-0338
Interior Demo at Kenmore Senior Apartments	Chicago Housing Authority	Holabird & Root	\$ 976,730.00	September, 2009	Mike Zada (312) 913-7322
Harper High School - Counselor Room	Chicago Public Schools	N/A	\$ 128,498.00	September, 2009	Matt Mosher 773-553-3194
Stock School	Chicago Public Schools	Globetrotters Engineering Corp.	\$ 2,327,684.00	August, 2009	Matt Mosher 773-553-3194
UIC Fence Replacement	UIC	N/A	\$ 22,960.00	August, 2009	Dennis Collins (312) 996-2824
Willa Cather School	Chicago Public Schools	Tishman Construction	\$ 3,745,287.00	August, 2009	Vince Scalia 773-491-1543
Administration Building Additions and Alterations	Lincolnwood School District # 74	Jim Caldwell	\$ 2,049,744.83	July, 2009	Mark A. Klaisner (847)675-8234
Prosser Academy	Chicago Public Schools	Tishman Construction	\$ 3,197,099.00	July, 2009	Vince Scalia (773) 491-1543
NEIU Center for Academic Writing	Northeastern Illinois University		\$ 199,861.53	June, 2009	Hemant Shah 773-442-5230
Harper (Counselor) High School	Chicago Public Schools	Tishman Construction	\$ 56,330.00	February, 2009	Matt Mosher 773-553-3194
Malcolm X / Lakeview Learning Center	City Colleges of Chicago	Bob Tamillo	\$ 5,364,856.00	December, 2008	Bob Tamillo 773-842-0338
UIC JOC	UIC	Dennis Collins	\$ 2,000,000.00	October, 2008	Dennis Collins 312-996-2824
Chicago Park District JOC	Chicago Park District	Dave Richmond	\$ 3,361,370.60	October, 2008	Dave Richmond 312-907-0050
South Loop Elementary	Chicago Public Schools	Doyle & Associates	\$ 625,894.00	July, 2008	Barbara Chun 773-553-3189
Wright College Ceiling	City Colleges of Chicago	Primera	\$ 122,594.00	August, 2008	Bob Tamillo (773) 842-0338
Curie Metro High School	Chicago Public Schools	Tishman Construction	\$ 988,216.00	March, 2008	Mitch Demitropoulos 773-553-3176
Roosevelt High School	Chicago Public Schools	Guajardo Ass.	\$ 2,107,988.43	January, 2008	Ryan Vondrence 312-661-1500
4th Floor Clerks Office Cook County	Cook County	Wm. Brazely & Associates	\$ 1,621,396.75	Oct. 2007	Felix Ichile 312-603-5370
UIC Phase III	UIC	STL Architects & Planners	\$ 1,074,069.44	July, 2007	Robert Larson 312-996-8069
Flannery Senior Apartments	Chicago Housing Authority	Holabird & Root	\$ 14,378,838.87	February, 2008	Richard Rothstein (312) 913-7380
Dearborn Homes Demolition	Chicago Housing Authority	HPZS	\$ 1,553,613.00	June, 2007	Henry Zimoch 312-553-9600
Truman College Ceiling Replacement	City Colleges of Chicago	The Architects Enterprise, LLC	\$ 2,812,474.00	May, 2007	Bob Tamillo 773-842-0338
Dawson College Ceiling Replacement	City Colleges of Chicago	The Architects Enterprise, LLC	\$ 1,777,076.50	May, 2007	Bob Tamillo 773-842-0338



**Chicago Commercial Contractors, LLC / G. F. Structures Corporation**  
**11921 Smith Drive**  
**Huntley, IL**  
**Recently Completed Projects**

Name of Project	Project Owner	Architect	Contract Amount	Date of Completion	Contact/ Phone #
Chicago Cultural Center Green Roof	City of Chicago	Bauer Latoza	\$ 2,870,921.00	Nov., 2006	Susan Green 312-744-6268
Truman College Site Upgrades	City Colleges of Chicago	Primera	\$ 1,158,920.00	October, 2006	Bob Tamillo 773-842-0338
Bell Elementary School	Chicago Public Schools	Fox & Fox Architects	\$ 2,050,171.00	October, 2006	John J. Fox 312-377-5074
DOA Building 400 Bid Package #3	Department of Aviation	C. A. R. E	\$ 5,587,804.33	October, 2006	Joe Dote 773-894-3733
DOA Building 400 Bid Package #2	Department of Aviation	C. A. R. E	\$ 8,622,043.82	October, 2006	Joe Dote 773-894-3733
Randolph Magnet School	Chicago Public Schools	NIA Architects	\$ 1,016,086.27	Sept., 2006	Atul Mamtora 312-431-9515
Prosser Elementary School	Chicago Public Schools	E. C. Purdy and Associates	\$ 884,333.00	Sept., 2006	David Schalk 312-408-1631
Sheridan/Devon Apartments	Chicago Housing Authority	N/A	\$ 15,901,600.00	August, 2006	Jack O'Connell 312-933-3095
Malcolm X College	City Colleges of Chicago	The Architects Enterprise, LLC	\$ 4,482,634.57	July, 2006	Bob Tamillo 773-842-0338
Peabody Elementary School	Chicago Public Schools	SAS Architects	\$ 287,799.00		Lawrence Kahn 847-564-8333
Joan Arai Middle School	Chicago Public Schools	Globetrotters	\$ 898,149.00	July, 2006	Clarence Parsons 312-922-6400
Marshall High School	Chicago Public Schools	Maureen Reagan, Arch.	\$ 1,132,130.44	June, 2006	Al Varble 773-549-9880
Vodak East Side Branch Library	Public Building Commission	Matrix/Schroeder, Murchie, Laya JV	\$ 3,820,600.90	June, 2006	David Lai 312-744-9268
Budlong School	Chicago Public Schools	Swann/Wieskopf	\$ 1,949,376.00	May, 2006	C. Bednarowicz 312-236-0578
Trumbull School	Chicago Public Schools	Bauer/Latoza	\$2,846,472.00	May, 2006	Andrea Terry 312-986-1000
Judge Fisher Apartments	Chicago Housing Authority	None	\$ 9,323,425.00		Bill Caulfield 312-742-2992
Midwest Terrace Apartments	Chicago Housing Authority	None	\$ 8,803,940.43		August Chidichimo 312-424-3630
Earle Elementary School	Chicago Public Schools	EME, LLC	\$ 733,437.75	May, 2006	Lew Hamilton 312-277-5988
Sullivan High School	Chicago Public Schools	HOH Architects	\$ 1,150,466.50	Apr, 2006	Bob Redpath 312-424-3630
Tanner Elementary School	Chicago Public Schools	Ilekis Architects	\$ 804,380.75	Apr, 2006	Kevin Bochantin 312-419-0009
Senn High School	Chicago Public Schools	HOH Architects	\$ 1,918,518.00	Apr, 2006	Bob Redpath 312-424-3630
Casals, Daley, Finkl, Irving & Jordan Schools	Chicago Public Schools	Onix Architects	\$ 652,658.25	March, 2006	G. Mathews 312-787-2748
Hope College Prep High School	Chicago Public Schools	Legat Architects	\$ 1,132,697.00	March, 2006	Mark Siwik 630-990-3535
Lane Tech High School	Chicago Public Schools	EME, LLC	\$ 1,668,626.00	March, 2006	Jim Milobowski 312-277-5988
Linne High School	Chicago Public Schools	Bauer Latoza	\$ 624,435.71	Oct, 2005	CPS-Jim McLean 773-553-3137
Steinmetz High School	Chicago Public Schools	FGM Architects, Inc.	\$ 1,608,355.11	Sept., 2005	CPS-Jim McLean 773-553-3136
Learn Charter School	Chicago Public Schools	Thomas Hickey Architects	\$ 4,111,712.77	June, 2005	Cecil Butler 773-533-3300

**Chicago Commercial Contractors, LLC / G. F. Structures Corporation**  
**11921 Smith Drive**  
**Huntley, IL**  
**Recently Completed Projects**

Name of Project	Project Owner	Architect	Contract Amount	Date of Completion	Contact/ Phone #
Engine Station #88	Public Building Commission	SAS Architects and Planners	\$ 4,652,128.56	June, 2005	D. Zarnowski 847-564-8333
Henson Elementary School	Chicago Public Schools	Architects Enterprise	\$ 1,654,131.00	Apr., 2005	Tom Pociask 312-424-0330
Betsy Ross Campus Park	Public Building Commission	HOH Architects	\$ 895,093.00	Apr., 2005	Bob Erckenswick 312-346-8131
Lawrence Elementary School	Chicago Public Schools	Epstein and Sons	\$ 503,380.00	Nov., 2004	Richard Pocius 312-559-1217
Burnham/Anthony Math & Science Acad.	Chicago Public Schools	Architect's Enterprise	\$ 424,814.72	Nov., 2004	Tom Pociask 312-424-0330
Clark Elementary School	Chicago Public Schools	Onyx	\$ 355,766.00	Nov., 2004	G. Mathews 312-787-2748
Dewey Elementary School	Chicago Public Schools	Ilekis Associates	\$ 327,245.00	Oct., 2004	Kevin Bochantin 312-419-0009
Sumner Academy	Chicago Public Schools	Desman Associates	\$ 290,888.00	August, 2004	Chuck Kramer 312-263-8400
Pullman, Taylor & Warren Schools	Chicago Public Schools	School Design Associates	\$ 935,463.97	July, 2004	Ross Peters 312-553-0655
Lemoyne School	Chicago Public Schools	EME, LLC	\$ 673,919.00	July, 2004	James Milobowski 312-277-5988
Region 4 Electrical Upgrades	Chicago Public Schools	HOH Architects	\$ 1,701,385.00	July, 2004	Robert Redpath 312-346-8131
Danada House	Forest Preserve of Dupage County	Barney & Jankowski	\$ 1,334,408.00	July, 2004	J. Hurtubise 312-832-0600
UIC Vivarium	University of Illinois at Chicago	HOK, Inc.	\$ 512,484.00	June, 2004	Wilson Chow 312782-1000
Dirksen, Sauganash and Stock Schools	Chicago Public Schools	Ilekis Associates	\$ 1,774,383.21	May, 2004	Al Ilekis 312-419-0009
Burr, Chase and Otis Schools	Chicago Public Schools	GKC.EME, LLC	\$ 1,008,237.40	May, 2004	James Milobowski 312-277-5988
Group 6FF Electrical Service Upgrade	Chicago Public Schools	Raymond Associates	\$ 1,425,156.25	May, 2004	Yuliy Kleban 312-588-9200
Newberry Magnet Schools	Chicago Public Schools	GKC.EME, LLC	\$ 1,402,371.00	May, 2004	James Milobowski 312-277-5988
Belmont-Cragin and Talman Schools	Chicago Public Schools	OWP &P	\$ 378,374.00	May, 2004	Skip Smith 312-960-9601
Franklin Fine Arts ADA Upgrade	Chicago Public Schools	Ilekis Associates	\$ 853,648.00	Feb., 2004	Al Ilekis 312-419-0009
Goodlow/Randolph ADA Upgrade	Chicago Public Schools	Central Studio	\$ 1,575,875.50	April, 2004	William Reece 773-404-6090
Jackson Academy ADA Upgrade	Chicago Public Schools	Central Studio	\$ 1,002,897.00	April, 2004	William Reece 773-404-6090
McCosh School ADA Upgrade	Chicago Public Schools	FGM Architects, Inc.	\$ 385,303.00	April, 2004	James Andreoni 630-574-8300
Bass School	Chicago Public Schools	Bauer Latoza Studios	\$ 218,795.00	Dec., 2003	G. Laubach 773-553-3100
Anderson, Ross, Bouchet & Bouch. Br.	Chicago Public Schools	Bauer Latoza Studios	\$ 219,200.00	Nov. 2003	Andrea Terry 312-986-1000
Farren School Elec. Upgrades	Chicago Public Schools	School Design Associates	\$ 625,102.13	Sept. 2003	Mitch Demitropoulos 773-553-3173
Richards High School	Chicago Public Schools	School Design Associates	\$ 536,791.75	Sept. 2003	Mitch Demitropoulos 773-553-3173
Midway Noise Abatement Wall	City of Chicago	STS Consultants	\$ 2,099,193.00	Sept. 2003	Joe Dote 773-894-3733

**Chicago Commercial Contractors, LLC / G. F. Structures Corporation**  
**11921 Smith Drive**  
**Huntley, IL**  
**Recently Completed Projects**

Name of Project	Project Owner	Architect	Contract Amount	Date of Completion	Contact/ Phone #
IDOT Materials Lab Schaumburg	Illinois Department of Transportation	RADA Architects	\$ 2,025,174.00	Sept., 2003	Juris E. Velkme 847-705-4735
Region 5 Elec. Upgrades	Chicago Public Schools	DuSable, Inc.	\$ 846,392.00	May, 2003	Isham Hamin 312-360-9300
Ferdinand W. Peck School	Chicago Public Schools	EC Purdy & Assoc	\$ 427,420.25	April, 2003	Elizabeth Purdy 312-408-1631
Dever Elementary School	Chicago Public Schools	FGM Architects, Inc.	\$ 1,349,562.84	April, 2003	James Andreoni 630-574-8300
Cornerstone Bank	Cornerstone Bancorp	R. M. Swanson and Associates	\$ 3,921,452.00	Nov., 2002	Thomas MacCarthy 847-934-8200
Kriz and Janura Parks	Berwyn Park District	Wolff Clements & Associates	\$ 692,830.31	Nov., 2002	Tony Martinucci 708-788-2010
Drake Elementary School	Chicago Public Schools	Delta Engineering	\$ 250,000.00	Nov., 2002	John Fialkowski 773-553-3169
Parkside Elementary School	Chicago Public Schools	SAS Architects	\$ 164,709.25	Nov., 2002	Victor Simpkins 773-553-3100
Lorenz Brentano Academy	Chicago Public Schools	Wiss, Janney, Elstner and Associates	\$ 253,897.03	Nov., 2002	John Conroyd 773-553-3167
Agassiz School	Chicago Public Schools	SAS Architects	\$ 168,753.25	Sept., 2002	Victor Simpkins 773-553-3100
Lee Elementary School	Chicago Public Schools	None	\$ 275,721.88	Nov., 2002	Steven Hult 312-951-8863
Gladstone School	Chicago Public Schools	DuSable, Inc.	\$ 1,296,698.00	August, 2002	Sean Murphy 773-553-2900
Melrose Park Soccer Field Complex	Village of Melrose Park	DLM Architects, Inc.	\$ 990,000.00	August, 2002	Peter Urso 708-343-4000
Region 3D Electrical Upgrade	Chicago Public Schools	GKC/EME LLC	\$ 2,305,000.00	August, 2002	John Fialkowski 773-553-3169
UIC Warehouse	University of Illinois at Chicago	CUH2A	\$ 2,384,000.00	May, 2002	Brad Appier 312-996-1051
UIC Dining Facility	University of Illinois at Chicago	CUH2A	\$ 404,218.00	May, 2002	Brad Appier 312-996-1051
Crane/Orr/Ryerson High Schools	Chicago Public Schools	STL Architects	\$ 278,664.20	Apr., 2002	Melissa Ditmar 312-214-1885
Harold Washington/ Malcolm X College	Public Building Commission	A. S. Takelichi & Associates	\$ 402,457.00	Apr., 2002	Julia Spolare 312-744-9250
311 Expansion DGS Security	Public Building Commission	Interactive Design	\$ 2,094,758.61	Apr., 2002	Daniel Albo 312-577-2373
Addison/South Shore Bird Sanctuaries	Chicago Park District	Wolff Clements & Associates	\$ 842,888.00	Apr., 2002	Mary VanHaften 312-742-5362

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1506  
 CHICAGO PARK DISTRICT PARK 484

**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 SPEEDY GONZALEZ LANDSCAPING, INC.  
 Submitted By JOSE GONZALEZ  
 Title PRESIDENT  
 Permanent Main Office Address 10624 S TORRENCE AVE CHICAGO, IL 60617  
 Local Address 10624 S TORRENCE AVE CHICAGO, IL 60617  
 Local Telephone No. and FAX No. 773-734-7951

How many years operating as contractor for work of this nature? 12 Years

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1506  
CHICAGO PARK DISTRICT PARK 484

**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 Speedy Gonzalez Landscaping, Inc.
- (b) State and City in which incorporated Chicago, ILLINOIS
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois  
Dennis Winkler 200 N LaSalle Ste 2700

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

<u>Jose Gonzalez</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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

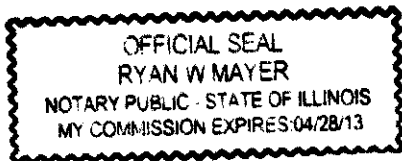
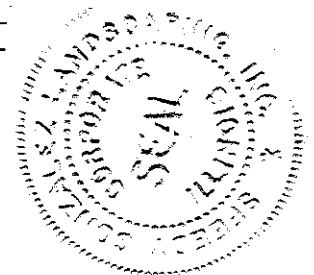
Signature of Agent JOSE GONZALEZ, PRESIDENT

Subscribed and sworn to before me this 2ND day of MARCH 20 10

Notary Public

(SEAL)

My Commission expires:



**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
<b><u>2008 COMPLETED PROJECTS</u></b>			
MIDWAY AIRPORT EMPLOYEE PARKING LOT	CITY OF CHICAGO DEPT OF TRANSPORTATION	\$1,575,527	40%
GROUP A-3 PARKS	CHICAGO PARK DISTRICT	\$1,210,401	35%
GROUP B-2 PARKS	CHICAGO PARK DISTRICT	\$834,372	35%
GROUP C-3 PARKS	CHICAGO PARK DISTRICT	\$1,296,993	35%
GROUP D-SMITH PARK	CHICAGO PARK DISTRICT	\$692,859	35%
JOB ORDER CONTRACT WITH CHICAGO PARK DISTRICT	CHICAGO PARK DISTRICT	\$1,921,860	45%
DISTRICTWIDE SURFACING CONTRACT-CPD	CHICAGO PARK DISTRICT	\$1,887,419	55%
CPD DISTRICTWIDE PLANTING-CLAUSS BROTHERS	CHICAGO PARK DISTRICT	\$374,179	100%
CDOT ADA RAMP PROGRAM-FHPASCHEN, SN NIELSEN	CITY OF CHICAGO DEPT OF TRANSPORTATION	\$1,385,531	100%
DUNNE ELEMENTARY (CPS)-FHPASCHEN, SN NIELSEN	CHICAGO BOARD OF EDUCATION	\$120,100	100%
TAYLOR LAURIDSEN (PBC)-FHPASCHEN, SN NIELSEN	PUBLIC BUILDING COMMISSION OF CHICAGO	\$373,000	100%
WENTWORTH GARDENS (CHA)-FHPASCHEN, SN NIELSEN	CHICAGO HOUSING AUTHORITY	\$1,021,780	100%
WESTHAVEN PARK PHASE IIB (CHA)-WALSH CONSTR	CHICAGO HOUSING AUTHORITY	\$286,825	100%
FREMD HIGH SCHOOL FOOTBALL FIELD-DISTRICT 211	TOWNSHIP HIGH SCHOOL DISTRICT 211	\$1,801,549	35%
SCHAUMBURG HIGH SCHOOL FOOTBALL FIELD-DISTRICT 211	TOWNSHIP HIGH SCHOOL DISTRICT 211	\$1,817,146	35%
WHOLE FOODS-BENTLEY CONSTRUCTION	THE SHOPS OF KINGSBURY SQUARE, LLC	\$2,364,354	100%
BRIDGEPORT HOMES (CHA)-BURLING BUILDERS	CHICAGO HOUSING AUTHORITY	\$456,823	100%

**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
<b><u>2007 COMPLETED PROJECTS</u></b>			
SHERMAN, BRIGHTON, GROSS AND PARK 519-CPD	CHICAGO PARK DISTRICT	\$1,316,460	35%
GROUP C-4 PARKS-CPD	CHICAGO PARK DISTRICT	\$1,297,952	35%
GROUP E-4 PARKS-CPD	CHICAGO PARK DISTRICT	\$1,389,697	35%
DISTRICTWIDE SURFACING CONTRACT-CPD	CHICAGO PARK DISTRICT	\$1,706,876	45%
SOUTH WATER PURIFICATION PLANT-FH PASCHEN	CHICAGO DEPARTMENT OF WATER MANAGEMENT	\$215,900	100%
THE BRIDGEPORT-LANDSCAPING-DELKO CONSTRUCTION	ACRE DEVELOPMENT LLC	\$63,000	100%
LINCOLN VILLAGE-WEIS BUILDERS	LINCOLN VILLAGE LLC	\$201,300	100%
WEST HAVEN PARK-NEW ENGLAND BUILDERS	WHP HOMES, LLC	\$87,386	100%
30 W. OAK ST.-SMITHFIELD CONSTRUCTION	SMITHFIELD PROPERTIES XXVII LLC	\$75,150	100%
JOE RIZZA LINCOLN MERCURY	JOE RIZZA	\$72,960	100%
NEW PRENTICE WOMENS HOSPITAL-AMERI-CO/N/KEELEY	NORTHWESTERN MEMORIAL HOSPITAL	\$209,111	100%
SOS CHILDRENS VILLAGE-BOVIS LEND LEASE	SOS CHILDRENS VILLAGE	\$113,400	100%
BLAINE SCHOOL-CHICAGO PUBLIC SCHOOLS	CHICAGO BOARD OF EDUCATION	\$256,370	100%
FARNSWORTH SCHOOL-CHICAGO PUBLIC SCHOOLS	CHICAGO BOARD OF EDUCATION	\$85,027	100%
ROBERT TAYLOR HOMES-POWERS & SONS	CHICAGO HOUSING AUTHORITY	\$614,559	100%
ALTGELD GARDENS-WALSH CONSTRUCTION	CHICAGO HOUSING AUTHORITY	\$1,177,784	100%
GARFIELD PARK-CLAUSS BROS	CHICAGO PARK DISTRICT	\$156,571	100%

**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
<b><u>2007 COMPLETED PROJECTS</u></b>			
CHRISTOPHER HOUSE-CLUNE CONSTRUCTION	CHRISTOPHER HOUSE	\$96,430	100%
DENEEN SCHOOL-KR MILLER CONTRACTORS	CHICAGO BOARD OF EDUCATION	\$43,000	100%
HARVARD ELEMENTARY SCHOOL-KR MILLER CONTRACTORS	CHICAGO BOARD OF EDUCATION	\$78,500	100%
WM GOUDY SCHOOL-KR MILLER CONTRACTORS	CHICAGO BOARD OF EDUCATION	\$101,500	100%
ROSELAND MEDICAL CENTER-MCSHANE CONSTRUCTION	ROSELAND MEDICAL CENTER LLC	\$285,990	100%
122ND RD.RECONSTRUCTION-FH PASCHEN	CITY OF CHICAGO DEPT OF GENERAL SERVICES	\$129,983	100%
ADA RAMP PROGRAM-FH PASCHEN	CHICAGO DEPARTMENT OF TRANSPORTATION	\$73,838	100%
FORT DEARBORN STATION-FH PASCHEN	US POSTAL SERVICE	\$37,500	100%
MADISON ST. STREETScape-FH PASCHEN	CHICAGO DEPARTMENT OF TRANSPORTATION	\$71,000	100%
OAKLAWN MORaine VALLEY-FH PASCHEN	US POSTAL SERVICE	\$216,000	100%
WINNEMAC DRAINAGE IMPROV-FH PASCHEN	CHICAG PARK DISTRICT	\$370,000	100%
LOWES CHICAGO-WEIS BUILDERS	LOWES	\$1,142,362	90%
WESTINGHOUSE HIGH SCHOOL-OCA CONSTRUCTION	PUBLIC BUILDING COMMISSION OF CHICAGO	\$2,520,023	100%



**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
<b><u>2006 COMPLETED PROJECTS</u></b>			
BARRINGTON SENIOR LIVING-ALDEN BENNETT	BARRINGTON HORIZON LIMITED PARTNERSHIP	\$167,650	100%
SENIOR HOUSING (4 LOCATIONS)-BURLING BUILDERS	CHICAGO HOUSING AUTHORITY	\$359,827	100%
TRUMAN COLLEGE-GF STRUCTURES	CITY COLLEGES OF CHICAGO	\$113,150	100%
JUDGE FISHER APARTMENTS-GF STRUCTURES	CHICAGO HOUSING AUTHORITY	\$19,850	100%
HAMLIN PARK BASEBALL FIELDS-FH PASCHEN	CHICAGO PARK DISTRICT	\$298,875	100%
ADAMS, BRONCO BILLY, HICKORY & HOLSTEIN PARKS-CPD	CHICAGO PARK DISTRICT	\$1,456,811	60%
DISTRICTWIDE SURFACING CONTRACT-CPD	CHICAGO PARK DISTRICT	\$1,143,335	70%
TARGET STORE, MCKINLEY PARK-WALSH CONSTRUCTION	TARGET CORP	\$684,777	100%
HOARD PARK-UNIV OF CHICAGO	CHICAGO PARK DISTRICT	\$76,000	100%
FRANCIS PARKER SCHOOL-BERGLUND CONSTR	CHICAGO BOARD OF EDUCATION	\$53,250	100%
WESTHAVEN PARK (LANDSCAPING)-MC SHANE	WHP TOWER LLC	\$96,106	100%
WESTHAVEN PARK (SPECIAL WASTE REM)-MC SHANE	WHP TOWER LLC	\$34,920	100%
27TH WARD SIDEWALKS-FH PASCHEN	CHICAGO DEPARTMENT OF TRANSPORTATION	\$35,109	100%
PEORIA POST OFFICE ROAD REPAIR-FH PASCHEN	US POSTAL SERVICE	\$359,000	100%
SKINNER PARK-FH PASCHEN	CHICAGO PARK DISTRICT	\$45,600	100%

**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
<b><u>2005 COMPLETED CONTRACTS</u></b>			
WALGREENS-POWERS & SONS	WALGREENS	\$31,000	100%
MCKINLEY LOFTS-S&S INDUSTRY	MCKINLEY PARK LOFTS DEVELOPMENT LLC	\$265,231	100%
CHICAGO EXPRESSWAY BEAUTIFICATION-CDOT	CHICAGO DEPARTMENT OF TRANSPORTATION	\$1,562,182	65%
CPS-JOPLIN,ROBINSON,WALSH,GRAHAM,GAGE PARK,HUBBA	CHICAGO BOARD OF EDUCATION	\$290,379	70%
MIDWEST TERRACE APARTMENTS-GF STRUCTURES	CHICAGO HOUSING AUTHORITY	\$180,296	100%
CTA BUS HOIST REPLACEMENT-FH PASCHEN	CHICAGO TRANSPORTATION AUTHORITY	\$21,258	100%
LINDBLOOM PREP SCHOOL-FH PASCHEN	CHICAGO BOARD OF EDUCATION	\$112,253	100%
MONTICELLO PARK (PARK 514)-CHICAGO PARK DISTRICT	CHICAGO PARK DISTRICT	\$252,072	60%
HAROLD WASHINGTON PARK (PARK 506)-CPD	CHICAGO PARK DISTRICT	\$423,127	60%
BERGER, GROSS AND PARK WEST PLAYGROUND-CPD	CHICAGO PARK DISTRICT	\$715,832	60%
DEVELOPMENT OF 800 W. WISCONSIN-CPD	CHICAGO PARK DISTRICT	\$202,414	60%
ROBERT TAYLOR HOMES-HOPE VI-POWERS AND SONS	CHICAGO HOUSING AUTHORITY	\$270,175	100%
WESTHAVEN PARK MIDRISE-MCISHANE CONSTRUCTION	WHP TOWER LLC	\$240,734	100%
MUNROE PARK PLAYGROUND EQMT-CPD	CHICAGO PARK DISTRICT	\$60,693	55%
TILTON PARK-CHILDRENS MEMORIAL HOSPITAL	CHICAGO PARK DISTRICT	\$95,500	100%
WASHINGTON & LANGLEY APTS-BURLING BUILDERS	CHICAGO HOUSING AUTHORITY	\$30,525	100%

**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
LAWLESS GARDENS-BURLING BUILDERS	CHICAGO HOUSING AUTHORITY	\$187,804	100%
<b><u>2005 COMPLETED CONTRACTS</u></b>			
DALEY BI-CENTENNIAL PARK-CLAUSS BROS	CHICAGO PARK DISTRICT	\$50,385	100%
BANCO POPULAR-DELKO CONSTRUCTION	ALMA DEVELOPMENT LLC	\$77,800	100%
STEINMETZ SCHOOL-OCA CONSTRUCTION	CHICAGO BOARD OF EDUCATION	\$38,091	100%
DURKIN PARK SCHOOL-OCA CONSTRUCTION	CHICAGO BOARD OF EDUCATION	\$154,390	100%
METCALFE COMMUNITY ACADEMY-OCA CONSTRUCTION	CHICAGO BOARD OF EDUCATION	\$57,520	100%
WENTWORTH GARDENS-FH PASCHEN	CHICAGO HOUSING AUTHORITY	\$25,000	100%
CDOT REPLACE TREE GRATES-FH PASCHEN	CHICAGO DEPARTMENT OF TRANSPORTATION	\$27,000	100%
THE BRIDGEPORT-EXCAVATING-DELKO CONSTRUCTION	ACRE DEVELOPMENT LLC	\$524,140	100%
WALGREENS ON CICERO-EXCAVATING-DELKO CONSTR	ALMA DEVELOPMENT LLC	\$97,500	100%

**ATTACHMENT 3.5**

**SPEEDY GONZALEZ LANDSCAPING, INC.  
COMPLETED CONTRACTS SCHEDULE**

<u>JOB NAME</u>	<u>OWNERS NAME</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT W/ OWN FORCES</u>
<b><u>2004 COMPLETED CONTRACTS</u></b>			
CHICAGO PUBLIC SCHOOLS-WORK ORDERS	CHICAGO BOARD OF EDUCATION	\$298,074	100%
CPS MODULARS-OCA CONSTRUCTION	CHICAGO BOARD OF EDUCATION	\$1,165,778	100%
ADAMS & DES PLAINES PARK-CLAUSS BROS	CHICAGO PARK DISTRICT	\$79,690	100%
COLUMBUS PARK HISTORIC PARK RENOVY-CLAUSS BROS	CHICAGO PARK DISTRICT	\$124,850	100%
GARFIELD PARK PUBLIC GARDEN-CLAUSS BROS	CHICAGO PARK DISTRICT	\$68,317	100%
JAMES JOHNSON SCHOOL-FRIEDLER	CHICAGO BOARD OF EDUCATION	\$70,587	100%
JORNDT FIELD STADIUM-FH PASCHEN	CHICAGO PARK DISTRICT	\$88,720	100%
LARRABEE POCKET PARK-FH PASCHEN	CHICAGO PARK DISTRICT	\$65,856	100%
HIGHLAND PARK BLOCK 15 PARKING STRUCTURE-WALSH	CITY OF HIGHLAND PARK	\$120,500	100%
WEST HAVEN PARK-WALSH	WEST MAYPOLE L.P.	\$115,166	100%

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1<sup>st</sup> and 2<sup>nd</sup> low bidders.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity that 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 any lobbyists 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 undertakes 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 1506

Description of goods or services to be provided under Contract

Chicago Park Dist. Park 484  
New Construction

2. Name of Contractor: G.C.C./SGL JV
3. EACH AND EVERY lobbyist 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.

Check here if no such persons have been retained or are anticipated to be retained: \_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Sturdisteel	P.O. 2655 Woodlawn	Subcontractor	est.
Speedy Gonzalez	10624 Terrence Chicago	Subcontractor	est.
GFS Fence	11921 Smith Huntley	Subcontractor	est.
Nutays	P.O. 2121 LaGrange	Subcontractor	est.
General Rentals	P.O. 2106 West Burn	Subcontractor	est.
E King	3845 Columbus New Jersey Chicago	Subcontractor	est.

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 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1506**

**Bond No. 6675591**

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KNOW ALL MEN BY THESE PRESENTS, that we, Chicago Commercial Contractors, LLC /Speedy Gonzalez Landscaping, Inc Joint Venture organized and existing under the laws of the State of Illinois, with offices in the Town of Huntley, State of Illinois, as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and Safeco Insurance Company of America

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a corporation organized and existing under the laws of the State of WA, 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 One Million Five Hundred Sixty-Two Thousand Thirty-Eight Dollars and No Cents (\$1,562,038.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated March 9, 2010, for the fabrication, delivery, performance and installation of

Chicago Park District Park 484  
4701 W. 67<sup>th</sup> Street, Chicago, IL

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

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 One Million Five Hundred Sixty-Two Thousand Thirty-Eight Dollars and No Cents (\$1,562,038.00) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

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.

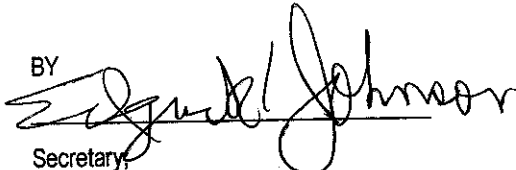
It is expressly understood and agreed that this Bond, in the penal sum of One Million Five Hundred Sixty-Two Thousand Thirty-Eight Dollars and No Cents (\$1,562,038.00) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

**BOND APPROVAL**

BY  
  
Secretary,  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Steven C. Roggeman, certify that I am the \_\_\_\_\_ Secretary of Chicago Commercial Contractors, LLC corporation, named as Principal in the foregoing performance and payment bond, that Robert C. Miczio who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 15 day of March, 2010.



**CERTIFICATE AS TO CORPORATE SEAL**

I, Jose Gonzalez, certify that I am the \_\_\_\_\_ Secretary of Speedy Gonzalez Landscaping, Inc. corporation named as Principal in the foregoing performance and payment bond, that Jose Gonzalez who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this \_\_\_\_ day of \_\_\_\_ 2010.



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1506

**FOR CLAIMS** *(Please Print):*

Contact Name: John Moriarty

Business Address: 2800 W. Higgins Road - Suite 1000, Hoffman Estates, IL

Telephone: (847) 490-2235 Fax: (847) 490-2231

The rate of premium of this Bond is \$ 10.35/7.20 per thousand. \*\*  
Total amount of premium charged is \$ 12,822 \*\*

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this March 12, 2010, 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:

Chicago Commercial Contractors LLC/  
Speedy Gonzalez Landscaping, Inc Joint Venture

Name

1191 Smith Drive  
Business Address

Huntley, IL 60142  
City State

CORPORATE SEAL

ATTEST:

BY Steven C. Eggeman  
Secretary  
Title

BY Peggy Faust

Business Address & Telephone  
2800 W. Higgins Road - Suite 1000  
Hoffman Estates, IL 60169

ATTEST:

BY Kelly A. Gardner  
Secretary  
Title

BY Peggy Faust

Business Address & Telephone  
2800 W. Higgins Road - Suite 1000  
Hoffman Estates, IL 60169

Chicago Commercial Contractors LLC  
Corporate Principal

BY Robert C. Mies  
President  
Title

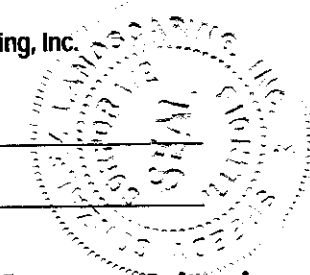


Safeco Insurance Company of America  
Corporate Surety

Peggy Faust  
Title Attorney-In-Fact  
CORPORATE SEAL

Speedy Gonzalez Landscaping, Inc.  
Corporate Principal

BY [Signature]  
President  
Title



Safeco Insurance Company of America  
Corporate Surety

Peggy Faust  
Title Attorney-In-Fact  
CORPORATE SEAL



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13137

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*HEATHER A. BECK; PEGGY FAUST; KELLY A. JACOBS; STEPHEN T. KAZMER; BONNIE KRUSE; ELAINE G. MARCUS; JENNIFER J. MCCOMB; JAMES I. MOORE; DAWN L. MORGAN; MARY BETH PETERSON; TARIESE M. PISCOTTO; MELISSA SCHMIDT; JOEL E. SPECKMAN; Westmont, Illinois\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of March, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

State of: ILLINOIS  
County of: DUPAGE

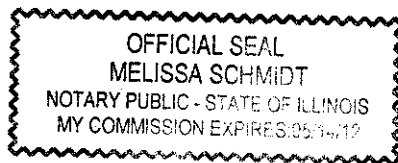
On March 12, 2010, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Peggy Faust, known to me to be Attorney-in-Fact for Safeco Insurance Company of America, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires: May 14, 2012.



Melissa Schmidt, Notary Public



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**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.  X  Contractor's Bid
2.  X  Bid Guarantee
3.  X  Acceptance of the Bid
4.  X  Basis of Award (Award Criteria)
5.  X  Unit Prices (If applicable)
6.  X  Affidavit of Non-Collusion
7.  NA  Schedule B – Affidavit of Joint Venture (if applicable)
8.  X  Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9.  NA  Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10.  X  Affidavit of Uncompleted Work
11.  X  Proof of Ability to Provide Bond
12.  X  Proof of Ability to Provide Insurance
13.  X  General Contractor's License

The following documents must be submitted to the commission with the contractor's Bid:

1.  X  Financial Statement
2.  X  Disclosure Affidavit
3.  X  Statement of Bidder's Qualifications
4.  X  Disclosure of Retained Parties (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

**EXHIBIT #1**

**Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**

**Section 1.01 Cook County Prevailing Wage for February 2010**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNShR	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN	ALL			31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			49.800	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 2			48.300	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 3			43.000	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 4			35.750	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS	BLD			30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD			38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450



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PLUMBER	BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD	37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD	28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

HW (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Section 1.02 Explanations**

**COOK COUNTY**

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

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

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If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

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

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

**CERAMIC TILE FINISHER**

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

**COMMUNICATIONS ELECTRICIAN**

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and

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telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

**MARBLE FINISHER**

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

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

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

**OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom;

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Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader,

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Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Crètes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

**TERRAZZO FINISHER**

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

**TRAFFIC SAFETY**

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

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

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

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

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

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

**Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

**LANDSCAPING**

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

MAR 23 2007

ILLINOIS DEPARTMENT OF  
**Human Rights**

Rod R. Blagojevich, Governor  
Rocco J. Claps, Director

IDHR #: 125827-00  
Date Eligible: 03/14/2007  
Expires on: 03/14/2012

MICHAEL J. LUSK  
CHICAGO COMMERCIAL CONTRACTORS  
4655 W. ARTHINGTON STREET  
CHICAGO, IL 60644

**NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS**

This Notice of Eligibility documents receipt by the Illinois Department of Human Rights (DHR) of a properly completed and signed Employer Report Form (FormPC-1) filed by the above-named employer in compliance with 44 Ill Adm. Code 750.210(a). The IDHR Bidder Eligibility Number appearing above must be supplied, upon request, to contracting agencies.

The use of this Bidder Eligibility Number is restricted to the employer named above. The Department's Public Contracts Unit must be notified in writing when any change is made in the employer's name and/or address. Any significant change involving the employer's form of organization, corporate affiliation, or workforce composition must also be reported in writing and may require the filing of a new Employer Report Form. Employers should be aware that the use of any business name other than that reported to the Department on any contract bid may preclude verification of eligibility by the Department or a contracting agency and may consequently result in award denial.

**THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE.** No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is relinquished by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq) (Act) and the public contracts portions of Department Rules (44 Ill. Admin. Code 750) (Rules). The Department may audit any eligible bidder or public contractor to determine compliance with these requirements. Eligible bidders and public contractors found to have violated the Act and/or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer's non-discrimination and affirmative action plans, policies, or practices.

This notice does not certify the Employer as a minority or female business enterprise, and does not constitute pre-qualification with regard to financial, insurance, or bonding capacity, or compliance with any requirement other than the bidder registration requirement referenced in the first paragraph. Employers should contact the agency with which they wish to do business for information regarding any other requirements governing contracting with that agency.

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431.

PC-012 Reprint (Rev 09/1999)

100 West Randolph Street, James R. Thompson Center, Suite 10-100, Chicago, Illinois 60601, 312-814-6200, 312-263-1579 (TDD)





### DRUG FREE WORKPLACE STATEMENT

The GFS Group is committed to maintaining a safe, productive work environment. An employee who is under the influence of drugs or alcohol poses a serious threat to his or her own safety and the safety of others. Also, a person cannot do his or her job properly while working under the influence of drugs or alcohol. Your personal protection and the quality of your work are very important to us. Equally important is the fact that use of drugs and narcotics is unlawful. For these reasons we have developed the following policy regarding the use, sale, possession, and distribution or purchase of drugs or alcohol on Company premises.

1. The use, sale, possession, distribution or manufacture of illegal narcotics, drugs or controlled substances, including, but not limited to, marijuana, cocaine, PCP, heroin, LSD, amphetamines and barbiturates, by Company employees while on Company business or on Company premises is prohibited. (Company premises includes all land, property, buildings, structures, installations, parking lots, means of transportations owned by or leased to the company or otherwise being utilized for Company business and private vehicles parked on Company premises) Employees are also prohibited from reporting to work while under the influence of illegal narcotics, drugs or controlled substances. Violation of this rule may result in disciplinary action, up to and including discharge. Any substances will be turned over to the appropriate law enforcement authorities and may result in prosecution.
2. The use or possession of alcoholic beverages by Company employees while on Company business or on Company premises, as defined in paragraph 1 above, is prohibited. The only exception will be at Company approved or sponsored functions, which have the written approval of the Company President or his designee to serve alcohol. At such functions, moderate consumption is permitted, but reasonable standards of conduct must be maintained. Violation of this rule may result in disciplinary action, up to and including discharge.
3. Employees will not be permitted to work under the influence of drugs or alcohol. The following guidelines apply when an employee is asked to submit to a test:
  - a) If the Company reasonably suspects that an employee is under the influence of drugs or alcohol while on company premises or Company business, the Company reserves the right to require the employee to take a medically approved test(s) to be given by authorized medical personnel to determine whether the Company's rule has been violated. The company will pay for the cost of the test(s).
  - b) The Company also reserves the right to require employees to submit to drug testing on a random basis to help ensure compliance with this policy and in the interests of safety to all of our employees.
  - c) Failure to submit to the requested test(s) is a violation of company

Rules and is cause for discipline up to and including immediate discharge.

- d) If the employee takes the test(s), the employee will be reimbursed for any lost pay. Further, the fact that the employee took such test(s) and the results thereof shall not be included in the employee's personnel file.
  - e) If the results of the test show that the employee has violated the rule, the employee will be asked to take a second test. If the second test is also positive, the employee will be subject to discipline up to and including immediate discharge.
  - f) A medically approved test(s) need not be administered when the Company has independent proof that the rule has been violated.
4. Off the job drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, the Company equipment or facilities, is also cause for disciplinary action, up to and including discharge.
5. Employees who are arrested and convicted for off the job drug/alcohol activity may be considered in violation of this policy. If you are convicted under a criminal drug statute, you must notify the Human Resource Director within five (5) days. In deciding what action to take, the Company will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Company, the impact of the employee's conviction on the conduct of Company business and any other factor the Company may deem relevant
6. The Company also will conduct periodic random drug testing of all covered employees ( generally 10% per year) to help ensure compliance with this policy.

Compliance with the above policy is a condition of employment and will ensure employees a safe, healthful working environment. It is intended to protect all of us from the harmful effects of possible accidents and operating errors, which can occur while individuals are under the influence of drugs or alcohol. Again, we encourage all employees with a substance dependency to seek help from the Company and community agencies.

If you have any questions about this policy or our work rules, please speak with your Supervisor or the Human Resources Department

DISCLOSURE AFFIDAVIT

Name: C.C.C/SGL JV

Address: 11921 SMITH DRIVE, HUNTLEY, IL 60142

Telephone No.: 224-654-2122  
74-3202514

Federal Employer I.D. #: 36-4059233 Social Security #: \_\_\_\_\_

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other

**Instructions:** FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned ROBERT C. MIEZIO, as VICE PRESIDENT  
(Name) (Title)

and on behalf of C.C.C/SGL JV

("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- Bidder/Proposer/Contractor is a:
- Corporation
  - Partnership
  - Joint Venture
  - Sole Proprietorship
  - LLC
  - LLP
  - Not-for-Profit Corporation
  - Other

THIS BID IS BEING SUBMITTED AS A JOINT VENTURE.  
PLEASE SEE THE JOINT VENTURE AFFIDAVIT ON PAGE 26.

**SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)**

a. State of Incorporation or organization ILLINOIS

b. Authorized to do business in the State of Illinois: Yes  No

c. Names of all officers of corporation or LLC (or attach list):  
Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>ROBERT C. MIEZIO</u>	<u>VICE PRESIDENT OF CHICAGO</u>	<u>COMMERCIAL CONTRACTORS, LLC.</u>	
<u>JOSE GONZALEZ</u>	<u>PRESIDENT OF SPEEDY GONZALEZ</u>	<u>LANDSCAPING, INC.</u>	
_____	_____	_____	_____
_____	_____	_____	_____

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each. JOINT VENTURE DOES NOT APPLY SEE BELOW FOR

Name (Print or Type)	Address	PARTNER INFORMATION	
		Ownership Interest	
<u>RICHARD C. CRANDALL, JR.</u>	<u>FOR CHICAGO COMMERCIAL CONTRACTORS, LLC.</u>	<u>51</u>	<u>%</u>
<u>THE CRANDALL FAMILY TRUST</u>	<u>FOR CHICAGO COMMERCIAL CONTRACTORS, LLC.</u>	<u>49</u>	<u>%</u>
<u>JOSE GONZALEZ</u>	<u>FOR SPEEDY GONZALEZ LANDSCAPING</u>	<u>100</u>	<u>%</u>

e. For LLC's, state whether member-managed or identify managing member:

PLEASE SEE JOINT VENTURE AFFIDAVIT

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
Yes  No

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

**SECTION 2. PARTNERS HIPS NOT APPLICABLE**

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP NOT APPLICABLE**

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete Items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

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

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

**SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES NOT APPLICABLE**

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s) Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS NOT APPLICABLE**

a. State of incorporation \_\_\_\_\_

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR**

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.<sup>3</sup>

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No. 5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

#### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

#### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

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If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**E. PUNISHMENT**

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

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(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

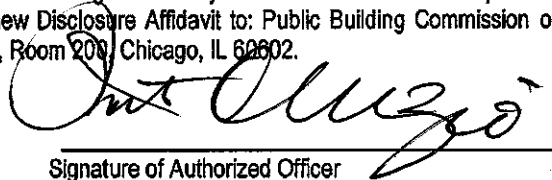
#### **IV. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

ROBERT C. MIEZIO

Name of Authorized Officer (Print or Type)

VICE PRESIDENT

Title

224-654-2122

Telephone Number

State of ILLINOIS

County of MCHENRY

Signed and sworn to before me on this 2ND day of MAR, 2010 by

ROBERT C. MIEZIO (Name) as VICE PRESIDENT (Title) of

C.C.C/SGL JV (Bidder/Proposer or Contractor)

  
Notary Public Signature and Seal





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2010

PRODUCER Phone: (847) 797-5700 Fax: 847-440-9130  
 Assurance Agency, Ltd.  
 One Century Centre  
 1750 E. Golf Road  
 Schaumburg IL 60173-

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

INSURED  
 CCC/SGL JV  
 11921 Smith Drive  
 Huntley IL 60142

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Construction Pro	
INSURER B: The Travelers Indemnity Compa	
INSURER C: Hanover Insurance Co.	10212
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A1CG384109-01	6/30/2009	6/30/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	A1CA384109-01	6/30/2009	6/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EXCESS / UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	A-1CW-384109-02	6/30/2009	6/30/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B C	<b>OTHER</b> Railroad Protective Builders Risk	SPS-1010P479-IND IHC 7567376	3/24/2010 3/24/2010	3/24/2011 3/24/2011	Occurrence: \$2,000,000 Aggregate: \$6,000,000 Limit: \$1,000,000

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

RE: Permit #818 - Located at 4701 W. 67th Street, Chicago, IL - Contract #1506 - Project #11150

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability and Automobile Liability on a Primary and Non-Contributory basis with respect to operations performed by the Named Insured in connection with this project:  
 See Attached...

### CERTIFICATE HOLDER

Public Building Commission Procurement  
 Department  
 Richard J. Daley Center, Room 200  
 Chicago IL 60602

### CANCELLATION 10 days for non-payment of premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

ACORD 25 (2009/01)

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OK  
 mm  
 3/23/10

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DESCRIPTIONS Continued.**

The Public Building Commission  
Chicago Park District  
City of Chicago

A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability, Automobile and Workers Compensation policy, when required by written contract.

Umbrella follows form.

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p>WHERE REQUIRED BY WRITTEN CONTRACT.</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Named Insured			
Policy Number		Endorsement No.	
Policy Period		to	Endorsement Effective Date:
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE		DATE
---------------------------	--	------

CCC Job #11150

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Person or Organization:</b>  <b>WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.</b>
<b>Location And Description of Completed Operations:</b>  

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Named Insured			
Policy Number		Endorsement No.	
Policy Period		to	Endorsement Effective Date:
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE		DATE

Copyright, Insurance Services Office, Inc., 2000

CG EN GN 0080 06 08



Client#: 19923

GFSTR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/12/2010

<b>PRODUCER</b> Ware Team Mesriow Insurance Services 321 N. Clark Street Chicago, IL 60654	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Chicago Commercial Contractors LLC 11921 Smlth Drive Huntley, IL 60142	INSURER A: North River Insurance Company	
	INSURER B: Fireman's Fund Insurance Compan	
	INSURER C: Hartford Ins Co of IL	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	Primary 5530917321	10/31/08	06/30/10	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000	
B		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	Excess HFX1002596	10/31/08	06/30/10	Each Occ\$ \$10,000,000 Aggregate\$ \$10,000,000	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
C		<b>OTHER</b> Installation Floater Contractors Equip	83UUMRY4579	10/31/09	06/30/10	\$1,000,000 Any One Site \$1,000,000 Max Limit \$943,016 Owned Equip	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Permit #818 - Located at 4701 W 67th Street, Chicago, IL - Contract #1506 - Project #11150  
 Umbrella Follows Form.

**CERTIFICATE HOLDER**

Public Building Commision of  
 Chicago - Procurement Dept.  
 Richard J Daley Center, Room 200  
 Chicago, IL 60602

**CANCELLATION 10 Days for Non-Payment**

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

AUTHORIZED REPRESENTATIVE

*John P. Harrington*

*OK  
 MUD  
 3/12/10*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/12/2010
<b>PRODUCER</b> Ware Team Mesirow Insurance Services 321 N. Clark Street Chicago, IL 60654	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> C.C.C./SGL JV 11921 Smith Drive Huntley, IL 60142	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>American Internat'l Specialty L</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

**COVERAGES**

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="0" style="width:100%;"> <tr> <td style="width: 50%; font-size: x-small;">WC STATUTORY LIMITS</td> <td style="width: 50%; font-size: x-small;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
<b>A</b>	<b>OTHER Contractors Pollution Liability</b>	<b>1957675</b>	<b>05/31/09</b>	<b>05/31/10</b>	<b>\$5,000,000 Each Loss</b> <b>\$5,000,000 Aggregate</b> <b>\$10,000 Ded. Each Loss</b>								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Permit #818 - Located at 4701 W 67th Street, Chicago, IL - Contract #1506 - Project #11150  
 The Public Building Commission, Chicago Park District and the City of Chicago are included as additional insured regarding pollution liability as required by written contract for work performed by the named insured.

<b>CERTIFICATE HOLDER</b>  Public Building Commison of Chicago - Procurement Dept. Richard J Daley Center, Room 200 Chicago, IL 60602	<b>CANCELLATION 10 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>60</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2010

**PRODUCER**  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

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

PHONE-(866) 283-7122 FAX-(847) 953-5390

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic General Ins Corp	24139
INSURER B:	Westchester Fire Insurance Co	21121
INSURER C:	Indian Harbor Insurance Company	36940
INSURER D:	Illinois National Insurance Co	23817
INSURER E:		

**INSURED**  
F. H. Paschen S.N. Nielsen & Associates, LLC  
Attn: Nick Bilski  
8725 W Higgins Rd  
Chicago IL 60631 USA

Holder Identifier :

### COVERAGES

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

INSTR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	A1Dg96030900	10/01/2009	10/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS _____ <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	A1CA96030900	10/01/2009	10/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
						AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	G21986094005	10/01/2009	10/01/2010	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	A1Dw96030900	10/01/2009	10/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000
C		<b>OTHER</b> Contractor Poll	PEC0029223	10/01/2009	10/01/2010	Ea Claim/Agg	\$5,000,000

Certificate No : 570038120056

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Job #: 1505B Job Order Contracting Job Desc.: Abatement and Demolition, Site Preparation and Site Development  
 Project #00000. If required by contract or written agreement, it is agreed that the Chicago Board of Education;  
 Public Building Commission, the City of Chicago and their respective board members, employees, elected officials,

### CERTIFICATE HOLDER

### CANCELLATION

Public Building Commission  
 Att: Procurement Department  
 Richard J. Daley Center, Room 200  
 Chicago IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*



# ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
03/22/2010

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

<b>PRODUCER</b> HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559		PHONE (A/C, No, Ext): <b>630 468-5600</b>	<b>COMPANY</b> Travelers Indemnity Company 190 South LaSalle Street 15th Floor Chicago, IL 60603-3410	
CODE: AGENCY CUSTOMER ID #: <b>69945</b>		SUB CODE:		
<b>INSURED</b> FHPaschen/SNNielsen Associates Nick Bilski 8725 W. Higgins Rd, Suite 200 Chicago, IL 60631		LOAN NUMBER	POLICY NUMBER <b>QT6601588C684TIL09</b>	
		EFFECTIVE DATE <b>10/01/09</b>	EXPIRATION DATE <b>10/01/10</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
**Job#:1505BJOC-Abatement & Demolition, Site Prep & Site Development**

COVERAGE INFORMATION			
	COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
	<b>Builders Risk</b>	<b>\$6,000,000.00</b>	<b>\$5,000.00</b>

**REMARKS (Including Special Conditions)**

Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective board members, employees, elected officials, officers, or representatives, User Agency and owner of property are named as loss payee.

*see memo 3/22/10*

**CANCELLATION**

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

**ADDITIONAL INTEREST**

NAME AND ADDRESS Public Building Commission Attn: Procurement Department Richard J. Daley Center, Room 200 Chicago, IL 60602	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Ja Moore</i>		

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

### EXHIBIT #2 INSURANCE REQUIREMENTS

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

#### INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to waiver of Kotecki rights.

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

Contractor's pollution is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, contractors operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. When policies are renewed or replaced, the policy retroactive date must coincide





**Report Claims Immediately by Calling\***

**1-877-828-4132**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

\*Unless Your Policy Requires Written Notice or Reporting

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## **COMMERCIAL INSURANCE**

---

**A Custom Insurance Policy Prepared for:**

**BELT RAILWAY COMPANY OF  
CHICAGO  
4701 W. 67TH STREET  
CHICAGO IL 60638**

**Presented by: ASSURANCE AGENCY LTD**



TRAVELERS CORP. TEL: 1-800-328-2189  
CONTRACTORS  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 03/17/10  
POLICY NUMBER: DT-SPS-1010P479-IND-10

INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:  
BELT RAILWAY COMPANY OF  
CHICAGO  
4701 W. 67TH STREET  
CHICAGO, IL 60638

2. POLICY PERIOD: From 03/24/10 to 03/24/11 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS  
Premises Bldg.  
Loc. No. No. Occupancy Address  
  
ON FILE WITH COMPANY

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
RAILROAD PROTECTIVE LIABILITY COV PART DECLARATIONS CG TO 05 04 07 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

7. PREMIUM SUMMARY:  
Provisional Premium \$ 2,500  
Due at Inception \$ 2,500  
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:  
ASSURANCE AGENCY LTD (FU232)  
ONE CENTURY CENTRE  
1750 EAST GOLF RD  
SCHAUMBURG, IL 60173

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL TO 02 11 89(REV. 09-07) PAGE 1 OF 1  
OFFICE: EDISON

*62/6  
OK  
mcs  
3/23/10*

POLICY NUMBER: DT-SPS-1010P479-IND-10

EFFECTIVE DATE: 03-24-10

ISSUE DATE: 03-17-10

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 83 09 06	EXECUTION CLAUSE

## COMMERCIAL GENERAL LIABILITY

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**GENERAL LIABILITY**





One Tower Square, Hartford, Connecticut 06183

**RAILROAD PROTECTIVE LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NUMBER: DT-SPS-1010P479-IND-10  
ISSUE DATE: 03-17-10**

**INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY**

Declarations Period: From 03-24-10 to 03-24-11 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Railroad Protective Liability Coverage Part consists of these Declarations and the Coverage Form shown below. The Common Policy Conditions do not apply to this Coverage Part.

**1. COVERAGE AND LIMITS OF INSURANCE:**

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Aggregate Limit	\$ 6,000,000
Each Occurrence Limit	\$ 2,000,000

**2. AUDIT PERIOD: NONE**

**3. DESIGNATED CONTRACTOR:**

Name CHICAGO COMMERCIAL CONTRACTORS, LLC

Mailing Address 11921 SMITH DRIVE  
HUNTLEY, IL 60142

**4. JOB LOCATION(S):**

PARK 484 PROJECT 11150-CONSTRUCTING 5 NEW BASEBALL FIELDS

PROJECT NUMBER: 1506

**5. NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER  
CONTRACTING PARTY:**

PUBLIC BUILDING COMMISSION  
PROCUREMENT DEPARTMENT  
RICHARD J. DALEY CENTER, ROOM 200  
CHICAGO, IL 60602

**6. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE  
PART ARE ATTACHED AS A SEPARATE LISTING.**

CG T0 05 04 07

PRODUCER: ASSURANCE AGENCY LTD

FU232

OFFICE: EDISON

06H

DECLARATIONS PREMIUM SCHEDULE

POLICY NUMBER: DT-SPS-1010P479-IND-10

This Schedule applies to the Declarations for the period of 03-24-10 to 03-24-11

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

LOC/BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
ST OF IL	RAILROAD PROTECTIVE LIABILITY-OPERATIONS RAILROAD NOC - CONSTRUCTION OPERATIONS - OPERATIONS PERFORMED FOR INTERESTS OTHER THAN RAILROADS/40012	335			2,500



\*This class is subject to the prem/ops transition program.

If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG T0 12.



## KEY TO DECLARATIONS PREMIUM SCHEDULE

### ABBREVIATIONS:

CLASS DESCRIPT – means CLASS DESCRIPTION

LOC/BLDG NO. – means LOCATION/BUILDING NUMBER

OPN NO. – means OPERATION NUMBER

PREM/OPS – means PREMISES/OPERATIONS

PROD/C-OPS – means PRODUCTS/COMPLETED OPERATIONS

### PREMIUM BASE:

Key Letter	Premium Base	How Rates Apply
a	Area	per 1,000 square feet
c	Total Cost	per \$1,000 of total cost
m	Admissions	per 1,000 admissions
o	Total Operating Expense	per \$1,000 of total operating expenditures
p	Payroll	per \$1,000 of payroll
s	Gross Sales	per \$1,000 of gross sales
t	(see note* below)	(see note* below)
u	Units	per unit

- \* Premium base t applies for a number of rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.



# RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period; and
- (2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job

location" which are related to or are in connection with the "work" described in the Declarations.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

##### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

##### c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

##### d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omis-

## COMMERCIAL GENERAL LIABILITY

sions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

### e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

### f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

- (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or
- (3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:
  - (a) "Bodily injury" or "property damage" arising out of the escape of fuels or lubricants from equipment used at the "job location".
  - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutral-

ize, or in any way respond to, or assess the effects of, "pollutants".

### g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

## COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

### 1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

### 2. Exclusions

This insurance does not apply to "physical damage to property":

#### a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

#### b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

#### c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. **Pollution**

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion f. Pollution, Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGE A**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All costs taxed against the insured in the "suit".
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses, incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.
4. Any railroad operating over your tracks is an insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
  - a. The actual cash value of the property at the time of loss; or
  - b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – CONDITIONS**

A. The following Conditions apply to Coverages A and B:

**1. Assignment**

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

**2. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**3. Cancellation**

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Decla-

## COMMERCIAL GENERAL LIABILITY

rations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.

- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### 5. Inspections And Surveys

- 1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
- 2. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### 6. Other Insurance

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 7. Premium And Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned

premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. The following Conditions apply to Coverage A only:**

**1. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**2. Duties In The Event Of Occurrence, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the occurrence took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the occurrence.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Separation Of Insureds**

Except with respect to the Limits of Insurance this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

**C. The following Conditions apply to Coverage B only:**

**1. Appraisal**

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an ap-

## COMMERCIAL GENERAL LIABILITY

praisal of the loss within sixty (60) days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

### 2. No Benefit To Bailee

No person or organization, other than you, having custody of the property will benefit from this insurance.

### 3. Insured's Duties In The Event Of A Loss

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

### 4. Legal Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

### 5. Payment Of Loss

We may pay for the loss in money, but there can be no abandonment of any property to us.

## SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, in-

cluding any attached machinery or equipment. But "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
4. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
7. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or



(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.

10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

11. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All

such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

12. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

13. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.

14. "Your designated employee" means:

- a. Any supervisory employee of yours at the "job location";
- b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or
- c. Any employee of yours not described in a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursu-

ant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY

### **PROVISIONS**

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Cancellation (Section IV 3.) is replaced by the following:

1. Cancellation

- a. You may cancel this policy by mailing to us advance written notice of cancellation.
- b. We may cancel this policy by mailing written notice stating the reason for cancellation. If we cancel:
  - (1) For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - (2) For a reason other than nonpayment of premium, we will mail the notice at least 60 days prior to the effective date of cancellation.
- c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) The policy was obtained through a material misrepresentation;
  - (3) Any insured has violated any of the terms and conditions of the policy;
  - (4) The risk originally accepted has measurably increased;
  - (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
  - (6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this state.
- d. We will mail our notice to you, your agent or broker, the "contractor", and any in-

involved government authorities or other contracting parties designated in the declarations, at the respective addresses last known to us.

- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any provision to the contrary:

**NONRENEWAL**

If we decide not to renew or continue this policy, we will mail you and your agent or broker, the "contractor", and any involved government authority, written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

The following exclusion is added:

This insurance does not apply to:

### WAR

Injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an

actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.



**INTERLINE  
ENDORSEMENTS**

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**INTERLINE  
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CYBERFIRST LIABILITY COVERAGE  
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY  
COVERAGE FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
ENVIRONMENTAL HAZARD POLICY  
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM  
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF  
TRANSPORTATION  
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE

### PROVISIONS

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for each Coverage Part is included in the Coverage Part premium. The charge that has been included for each Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

- 1% of each applicable Commercial Liability Coverage premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from

"hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time

the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK COVERAGE PART

- A. The provisions of Paragraph B. are added to all Insuring Agreements that set forth a duty to defend under:
1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
  2. Section II – Liability Coverage in Paragraph A. Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
  3. Section A. Coverage under the Legal Liability Coverage Form; and
  4. Coverage C – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.
- B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

**POLICYHOLDER NOTICES**





**POLICYHOLDER NOTICES**



**IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER  
COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

For information about how Travelers compensates independent agents and brokers, please visit [www.travelers.com](http://www.travelers.com), call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.





## IMPORTANT NOTICE – COMPLAINTS – ILLINOIS

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

If you are having problems you may contact your insurance agent directly or you may contact the company at:

Mail: Consumer Affairs  
One Tower Square, 5MS  
Hartford, CT 06183

Phone: (860) 277-1561 or

Email: [consumeraffairs@travelers.com](mailto:consumeraffairs@travelers.com)

The address of the consumer complaint division of the Illinois Division of Insurance is:

IDFRP Division of Insurance  
Consumer Division  
320 W Washington St  
Springfield, IL 62767

Complaints may also be filed electronically to the Illinois Division of Insurance at  
<http://www.idfpr.com/DOI/Main/consumer.asp>





## **POLICYHOLDER NOTICE – LEAD**

Dear Policyholder:

Lead has become a difficult problem for society as a whole and the insurance industry in particular.

As a consequence, we are attaching a lead exclusion to our liability policies based upon age and occupancy of buildings. Your policy contains this exclusion.

If you have questions about your insurance program, please contact your agent or local Company representative.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

5) Professional Liability

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

6) Builders Risk

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

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

7. Railroad Protective Liability

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1506

CHICAGO PARK DISTRICT PARK 484

that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

The Contractor waives and agrees to cause all its insurers to waive their rights of subrogation against the Public Building Commission, Chicago Park District and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission, Chicago Park District and the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

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

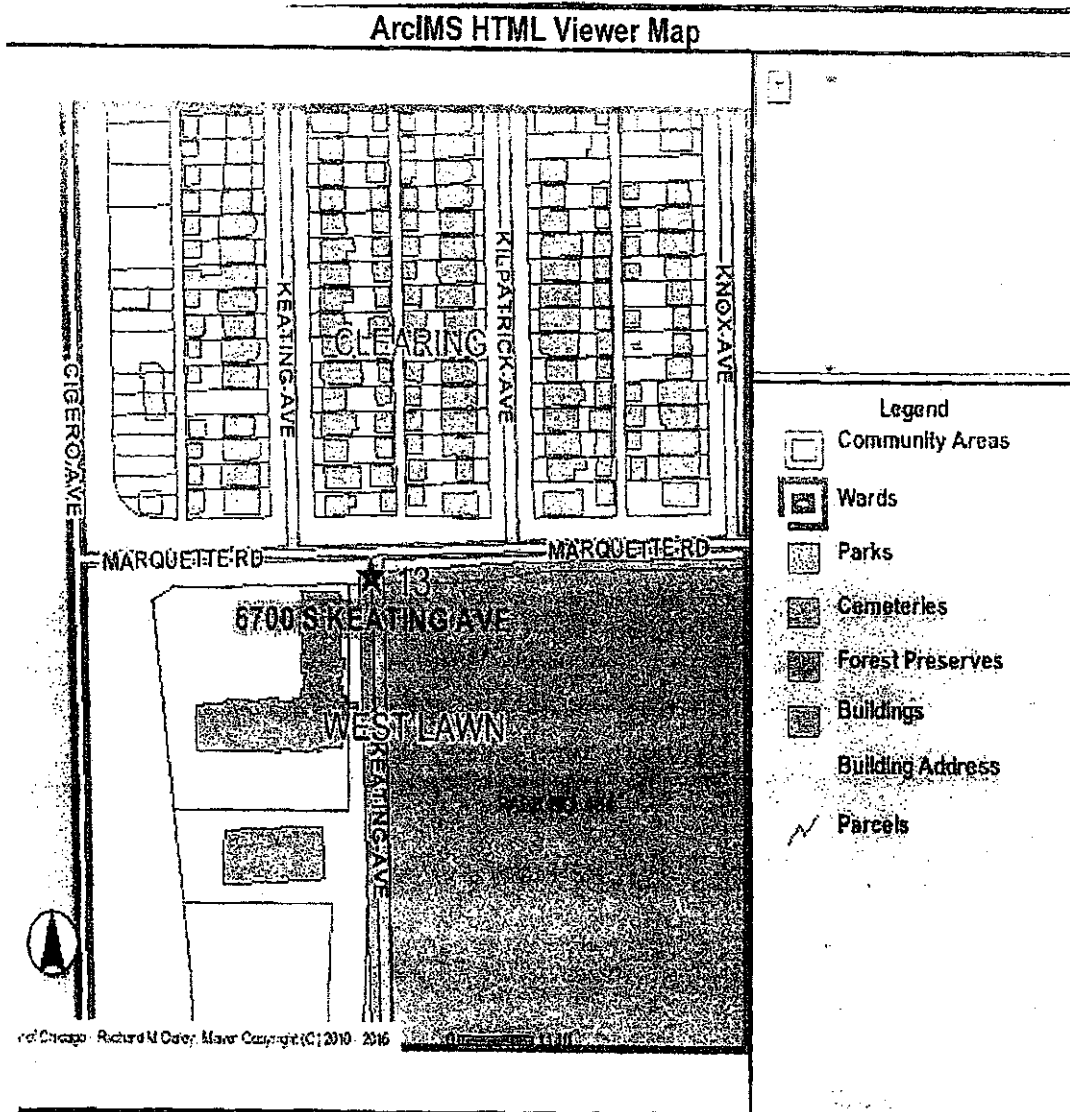
The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1506  
 CHICAGO PARK DISTRICT PARK 484

**EXHIBIT # 3 COMMUNITY AREA MAP-CLEARING AND WEST LAWN AREA**



**WRITTEN CONSENT OF  
THE SOLE VOTING MEMBER OF  
CHICAGO COMMERCIAL CONTRACTORS, LLC**

The undersigned, being the sole Class A Voting Member of **CHICAGO COMMERCIAL CONTRACTORS, LLC**, an Illinois limited liability company (the "Company") does hereby consent to the adoption of the following resolutions, pursuant to the provisions of the Illinois Limited Liability Company Act, as amended, and the Operating Agreement of the Company:

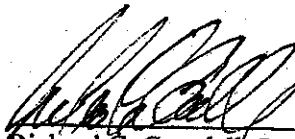
**RESOLVED**, that Richard C. Crandall, Jr., as Manager of the Company is hereby authorized to execute in the name of the Company any and all bids and related documents for the award of contracts for work to be performed in the State of Illinois for any and all agencies and subdivisions of government, whether federal, state or local;

**FURTHER RESOLVED**, that each of the following individuals are currently officers of the Company and as such are hereby authorized to execute in the name of the Company any and all bids and related documents for the award of contracts for work to be performed for any and all agencies and subdivisions of government, whether federal, state or local:

Steven C. Roggeman	Secretary
Candi Ashman	Assistant Secretary
Susan Rayfield	Assistant Secretary

**FURTHER RESOLVED**, that Robert C. Miezio as Vice President and Francis J. Kutschke as Operations Manager are hereby authorized to execute in the name of the Company any and all bids and related documents for the award of contracts for work to be performed for any and all agencies and subdivisions of government, whether federal, state or local.

Dated: February 4, 2010.

  
Richard C. Crandall, Jr.

Being the sole Class A Voting Member of  
**CHICAGO COMMERCIAL CONTRACTORS, LLC**

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10085

**Chicago Commercial Contractors, LLC.**

11921 Smith Drive

Huntley IL 60142

Information for this business last updated on:

Monday, February 22, 2010

Certificate produced on Wednesday, February 24, 2010 at 4:15  
PM





**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

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

CHICAGO COMMERCIAL CONTRACTORS, LLC  
11921 SMITH DRIVE  
HUNTLEY IL 60142

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC006560

CERTIFICATE NUMBER: GC006560-3

FEE: \$ 2000

DATE ISSUED: 04/28/2009

DATE EXPIRES: 05/14/2010

**THIS LICENSE IS NON-TRANSFERABLE**

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

Handwritten signature of Richard M. Daley.

Richard M. Daley  
Mayor

Handwritten signature of Richard J. Monocchio.

Richard J. Monocchio  
Commissioner

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO. 1 TO CONTRACT NO. 1506  
FOR**

**CHICAGO PARK DISTRICT PARK 484  
4701 W. 67<sup>th</sup> Street  
New Construction  
Project# 11150**

**DATE:** February 24, 2010

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**CHANGES TO BOOK 1 – PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS AND EXECUTION DOCUMENTS:**

**Change 1:** Book 1, Change "Site Work Allowance" amount, to read as \$250,000.00.  
Book 1, BID FORM, delete in its entirety and replace with attachment.

**Change 2:** Bidders must provide the following document at the time of bid opening;  
1. Disclosure Affidavit (using the attached form)

**CHANGES TO BOOK 2 – STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS:**

**Change 3:** Book 2, Article 3, Section 3.04.5, second sentence change Five (5) days to read as one (1) day.

**Change 4:** Book 2, Article 16. "Payments" Section 16.01 "Contract Price" delete and replace as follows;

**Section 16.01            Contract Price**

The Contract price is the total dollar amount of the bid accepted by the Commission, including all Change Order, and includes all labor, equipment, materials, permits, licenses, fees, and taxes necessary to perform the Work, except the cost of the City of Chicago building permit, which will be paid by the Commission.

**Change 5:** Book 2 Article 19, Section 19.07.1 "Suspension of Work", delete and replace as follows:

1. The Commission has authority to suspend the Work, wholly or in part, for such period of time as the Commission may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Work, or conditions which, in the Commission's opinion, warrant such actions; or for such time as is necessary to carry out directions given by the Commission Representative; or to perform any or all provisions of the Contract. The Contractor will not receive compensation for suspension of part of the work. If the Commission suspends the entire project for a period exceeding seven (7) calendar days, the Contractor will be compensated

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 2 TO CONTRACT NO. 1506  
FOR

CHICAGO PARK DISTRICT PARK 484  
4701 W. 67<sup>th</sup> Street  
New Construction  
Project #11150

DATE: February 26, 2010

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

**CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:**

- Change 1:** Specification Table of Contents
- a. Page TOC-1, Division 2 – Site Requirements, **ADD** line to read, “02340 – Geotextile Fabric....3”.
  - b. Page TOC-1, Division 2 – Site Requirements, **ADD** line to read, “02832 – Modular Concrete Retaining Wall....9”.
  - c. Page TOC, **ADD** Division 3 – Concrete to read as follows:  
**“DIVISION 3 – CONCRETE:**  
03300 – Cast-In-Place Concrete....16”
- Change 2:** **ADD** Section 02340 – Geotextile Fabric, per attached specification section.
- Change 3:** Section 02700 – Sewerage and Drainage
- a. Page 02700-3, Article 2.2 – Pipes and Fittings, Paragraph C, **REVISE** Sub-Paragraph 2 to read, “Wrap perforated subsurface pipes *and trenches as shown on the drawings* with Nonwoven Polypropylene Geotextile [Mirafi 140N or approved equal]...”
- Change 4:** **ADD** Section 02832 – Modular Concrete Retaining Wall, per attached specification section.
- Change 5:** Section 02870 – Site and Street Furnishings
- a. Page 2870-2, **ADD** Article 2.3 – Collapsible Bollards to read as follows:  
**“2.3 COLLAPSIBLE BOLLARDS**
    - A. 30” high, heavy duty steel, single post, collapsible bollards. Bollards to have maximum clearance of 4” when in collapsed position.
    - B. Finish: Factory applied powder coat.
    - C. Color: High visibility safety yellow.
    - D. Acceptable Manufacturer’s / Products:
      1. TrafficGuard Single Post, Model No. LPHDHB, as manufactured by TrafficGuard Direct, Inc., Geneva, IL.
      2. MaxiForce Traffic Control Bollard, Model No. MC-SP-SS2-U, as manufactured by Blue Ember Technologies, LLC, Sykesville MD.”