

PRC

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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1502R

**31st Street HARBOR-Coastal (REBID)
3155 S. Lake Shore Drive
NEW CONSTRUCTION
PROJECT #11120**

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**

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
4. Disclosure Affidavit

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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:

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3155 S. Lake Shore Drive
NEW CONSTRUCTION
PROJECT #11120

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, this contract constructs two rubble-mound breakwaters for the new 31st Street Harbor Project. The larger breakwater protects the harbor from the North and East; the smaller breakwater protects the harbor from the South. An alternate in the bid documents provides for the "Peninsula Park" at the point where the new main breakwater meets the existing 31st Street breakwater.
 - 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: \$28,000,000.00 (excluding Alternate).
4. User Agency: Chicago Park District
5. Project is located in Ward: 4th
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Douglas, Oakland, Grand Boulevard and Kenwood Community Areas as designated on Exhibit# 3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
8. Documents Available at: Cushing Co, 420 W. Huron Street, Chicago, IL 312-226-8228
9. Online Construction Documents Available at: www.cushingco.com/psc.htm

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10. Pre-Bid Meeting Date, Time, and Location: N/A
11. Technical Review Meeting with option to conference call-in (details to follow) Date, Time, and Location: Thursday, February 25, 2010 at 10:00AM in Room CL115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
12. Bid Opening Date and Time: Wednesday, March 3, 2010 at 2:00PM
13. Amount of Bid Deposit: 5% amount of bid
14. Document Deposit: N/A
15. Cost for Additional Documents (per set): At the Contractor's own expense.
16. Source of Funding: Chicago Park District
17. MBE/WBE Contract Goals for Base Contract Scope: 2% total MBE and WBE
MBE/WBE Contract Goals for Alternate 1 Scope: 25% MBE and 5% WBE

For Alternate 1, Bidders will need to achieve the following goals for employment of minority and female Journey Workers, Apprentices and Laborers. in accordance with Chapter 2-92-390 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel in the Project, the Commission has established goals for the employment of minority and female Journey Workers, Apprentices and Laborers. Those goals, which are to be measured as a percentage of the total hours worked by construction workers employed on the Project.

Minority Journey Worker Goal:	25%
Minority Apprentice Goal:	25%
Minority Laborer Goal:	40%

Female Journey Worker Goal:	7%
Female Apprentice Goal:	7%
Female Laborer Goal:	10%

B. Time of Completion

Substantial Completion of the Work must be achieved no later than **October 31, 2011**

Removal of A7 stone from existing locations must be complete on **April 31, 2011**

C. 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.

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D. 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:

Substantial Completion Project	\$10,000 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.

E. 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/ido/CM/countryrn.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: Janice Meeks, Senior Contract Officer, email: janicemeeks@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 on file with the Commission at the time of bid opening:
 - a. Disclosure Affidavit (see Exhibit #4)
 - b. Statement of Bidder's Qualifications
 - c. Financial Statement
8. 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 MWBE 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 MWBE 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. 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.

L. Bidder's Financial Statement

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

M. 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.

N. 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.

O. Disclosure of Retained Parties

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

P. 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.

Q. 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.

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R. 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.

S. 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.

T. Basis of Award

Award will be made to the responsible Bidder submitting the lowest Total Bid (Award Criteria Figure plus Alternate No. 1) and otherwise responsive to all the requirements of the Contract Documents.

U. 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.

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5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons 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.

V. 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.

W. 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, April 13, 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 hereafter 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.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1502R, 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

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.

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UNIT PRICE BID FORM

Item No.	Description of Work (Furnish and Place)	Unit(s)	Estimated Quantity	Unit Price	Proposal amount
	Main Breakwater (Sta. 300+76 to 327+71), Peninsula Park Breakwater (Sta. 404+00 to 407+00 and Sta. 300+00 to 302+76), and Stub Groin				
1	Core Stone	Tons	200,000	\$ 40 ⁰⁰	\$ 8,000,000-
2	Type A1 Stone	Tons	112,000	\$ 65 ⁰⁰	\$ 7,280,000-
3	Type A2 Stone, Select Placement	Tons	45,000	\$ 70 ⁰⁰	\$ 3,150,000-
4	Type A4 Stone	Tons	16,300	\$ 40-	\$ 652,000-
5	Type B1 Stone	Tons	99,000	\$ 50-	\$ 4,950,000-
6	Type B3 Stone	Tons	7,800	\$ 50-	\$ 390,000-
7	Surge Pipe	LS	n/a	NA	\$ 50,700-
8	Navigation Lights	LS	n/a	NA	\$ 75,000-
9	Subtotal Items 1-8				\$ 24,547,900-
	Existing Revetment: Type A7 Stone Removal				
10	Removal and Placement of Existing Type A7 Stone	Tons	26,300	\$ 40 ⁰⁰	\$ 1,052,000-
11	Rework Existing Core Stone for Stub Groin	Tons	360	\$ 30-	\$ 10,800-
12	Subtotal Items 10-11				\$ 1,062,800-
	Other				
13	Boat Landing Extension	LS	1	NA	\$ 650,000-
14	Mobilization & Demobilization	LS	1	NA	\$ 2,100,000-
15	Subtotal Items 13-14				\$ 2,750,000-
16	Base Bid (Items 9, 12, and 15; Enter on Line 1 of Award Criteria Formula)				\$ 28,360,500-
	Alternate No 1. Peninsula Park (Sta. 404+00 to 407+00 and Sta. 300+00 to 302+76))				
17	ADD Core Stone	Tons	6,300	See #1	\$ 252,000-
18	DEDUCT Type A1 Stone	Tons	2,000	See #2	\$ <130,000-
19	DEDUCT Type A2 Stone (Select Placement)	Tons	8,000	See #3	\$ <560,000-
20	DEDUCT Type B1 Stone	Tons	6,000	See #5	\$ <300,000-
21	Select Fill	Tons	30,700	\$ 20-	\$ 614,000-
22	General Fill	CYD	16,500	\$ 45-	\$ 742,500-
23	Filter Fabric	SFT	27,000	\$ 0 ³⁰	\$ 8,100 ⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

24	Steel H-piles per Section 02458	LF	6,565	\$ 70 ⁰⁰	\$ 459,550 ⁰⁰
25	Lump Sum Additional Peninsula Park	LS	1	NA	\$ 870,000 ⁰⁰
26	Subtotal Alternate 1 (Items 17-25)				\$ 1,956,150 ⁻
27	Award Criteria Figure (Line 15 of Award Criteria Formula)				\$ 27,282,801 ⁻
28	Total Bid (Award Criteria Figure plus Alternate No. 1). Line item 26 plus line item 27				\$ 29,238,951 ⁰⁰

NOTE 1: The Contract Price is determined, at the time of award, by addition of Bid Form line items 26, and 27 above.

NOTE 2: The Commission's option to accept the Alternate 1 shall expire on April 30, 2010 unless a unilateral Change Order evidencing its election to accept the Alternate is executed by the Executive Director and delivered to the Contractor.

NOTE 3: If Commission accepts Alternate 1, Bidder shall within 5 business days of notice from the Commission submit a MWBE Plan (Schedule D's and Schedule C's) evidencing its commitment to meet or exceed the Project goals of 25% MBE and 5% WBE participation in the Work of the Alternate.

PUBLIC BUILDING COMMISSION OF CHICAGO
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ALTERNATE		<u>Alternate Description</u>	<u>Proposed Alternate Price</u>
<u>Accepted by the Commission</u>			
<u>Yes</u>	<u>No</u>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternate #1 -ADD: Deletion of base contract supplemental fill at existing breakwater and addition of Peninsula Park, including two-year maintenance and warranty period.	\$ <u>1,956,150⁰⁰</u>

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

Continental Casualty Company

333 S. Wabash Avenue

Chicago, Illinois 60604

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

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)

Paschen Gillen Skipper Marine Joint Venture
Contractor Name

8725 W. Higgins Rd., Suite 200
Chicago, Illinois 60631

Address

If a Corporation:

By _____

President
Title of Signatory

ATTEST:
By _____

Secretary
Title

CORPORATE SEAL

If a Partnership:

Robert F. Zitek
Partner Robert F. Zitek - F.H. Paschen, S.N. Nielsen & Assoc. LLC

8725 W. Higgins Rd., Suite 200
Chicago, Illinois 60631

Address

Joseph Szymanski
Partner Joseph Szymanski - Edward E. Gillen Company

210 W. Becher Street
Milwaukee, Wisconsin 53207

Address

Mark D. Ellerbrock
Partner Mark D. Ellerbrock - Skipper Marine Development, Inc.

215 North Point Drive
Winthrop Harbor, Illinois 60096

Address

If a Sole Proprietorship:

Signature _____

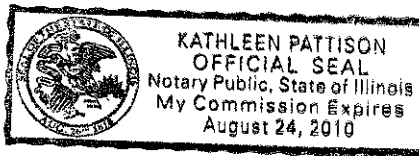
NOTARY PUBLIC
County of Cook State of IL

Subscribed and sworn to before me on this 3rd day of March, 2010.

Kathleen Pattison
Notary Public Signature

(SEAL)

Commission Expires: August 24, 2010



PASCHEN GILLEN SKIPPER MARINE JOINT VENTURE

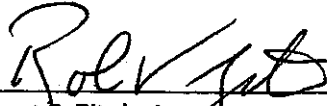
January 19, 2010

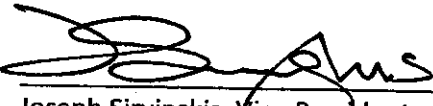
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, Illinois 60602

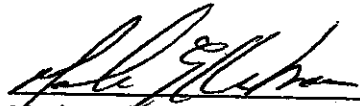
To Whom It May Concern:

Robert F. Zitek, as the duly authorized representative of the Joint Venture Management Committee and of the Managing Party, is duly authorized to act on behalf of the Paschen Gillen Skipper Marine Joint Venture.

Respectfully,


Robert F. Zitek, Agent
F.H. Paschen, S.N. Nielsen & Assoc. LLC


Joseph Sirvinskis, Vice President
Edward Gillen Company


Mark D. Ellerbrock, Vice President
Skipper Marine Development

STATE OF ILLINOIS)

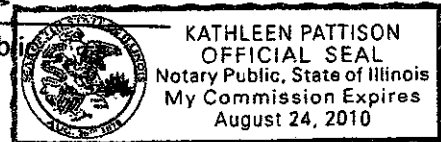
)SS.

COUNTY OF COOK)

I, Kathleen Pattison, A Notary Public in and for the county and state aforesaid, do hereby certify that Robert F. Zitek, Agent of F.H. Paschen, S.N. Nielsen & Assoc. and Joseph Sirvinskis, Vice President of Edward Gillen Company and Mark D. Ellerbrock, Vice President of Skipper Marine Development each personally appeared before me this day and ~~acknowledged that he executed and delivered in their respective capacities the attached authorization as his free and voluntary act for the uses and purposes therein set forth.~~

Dated this 19th day of January 2010


Kathleen Pattison, Notary Public



O'Hare Plaza ▪ 8725 W. Higgins Rd. ▪ Suite 200 ▪ Chicago, IL 60631
(773) 444-3474 ▪ Fax (773) 693-0064

STATE OF ILLINOIS, }
County of Cook

ss



Certificate No. D10120511

I, David D. Orr, County Clerk of the County of Cook, in the State of Illinois,
do hereby certify that PASCHEN GILLEN SKIPPER MARINE JOINT VENTURE

located at 8725 W HIGGINS ROAD, STE. 200 in the city or village of CHICAGO
filed in my office on the 29TH day of JANUARY, 2010, a certificate in accordance
with the provisions of Chapter 805 ILCS 405/0.01 et seq., known as the Assumed Business Name Act.

Given under my hand and seal at my office in the City of Chicago,
this 29TH day of JANUARY A. D. 2010

(SEAL)

David D. Orr

COUNTY CLERK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

C. Corporate Resolution (if a Corporation) NA

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. 1502R
 31st STREET HARBOR-COASTAL (REBID)

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 Formula

Line 1.	Base Bid, in figures (from line 16 of Unit Price Bid Form)	\$ <u>28,360,500</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.40</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>453,768⁰⁰</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>425,408</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>141,803</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.05</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>56,721</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.00</u>

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.00</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>1,077,699</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>27,282,801</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$		<u>27,282,801</u>

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
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Each one (1%) percent deficiency toward the goal for female Journeymen (Line 8) shall be calculated in the same way.

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

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

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

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

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

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

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

5. Reporting

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

PUBLIC BUILDING COMMISSION OF CHICAGO
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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.

6. Major Trades

- | | |
|-------------------------|--|
| Asbestos Workers | Operating Engineers |
| Boiler Makers | Painters |
| Bricklayers | Pile Driver Mechanics |
| Carpenters | Pipe Fitters/Steam Fitters |
| Cement Masons | Plasterers |
| Electricians | Plumbers |
| Elevator Construction | Roofers |
| Glaziers | Sheet Metal Workers |
| Mechanists | Sprinkler Fitters |
| Machinery Movers | Steel Fabricators (in shop or on-site) |
| Ornamental Iron Workers | Technical Engineers |
| Lathers | 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
Operating Engineers	40%
Pile Drivers	50%
Laborers	50%
Carpenters	40%
_____	_____
_____	_____
_____	_____
_____	_____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
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SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture Paschen Gillen Skipper Marine Joint Venture
2. Address of joint venture 8725 W. Higgins Rd., Suite 200
Chicago, Illinois 60631
3. Phone number of joint venture 773-444-3474
4. Identify the firms that comprise the joint venture
F.H. Paschen, S.N. Nielsen & Associates LLC (FHP) ; Edward E. Gillen Company (EGC);
Skipper Marine Development, Inc. (SMD)
 - 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.)
NA
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
FHP- General Contractor
EGC - Marine Contractor
SMD - Marina Development Contractor
5. Nature of joint venture's business
Preparation and Submission of Bids as General Contractor
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 0 %
8. Specify as to:
 - A. Profit and loss sharing FHP 51% EGC 30% SMD 19% %
 - B. Capital contributions, including equipment FHP 51% EGC 30% SMD 19%%
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
Refer to Schedule A, B & C of the Joint Venture
 - D. Describe any loan agreements between joint venturers, and identify the terms thereof.
None

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502 R
31st STREET HARBOR-COASTAL (REBID)

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

FHP

B. Management decisions such as:

1) Estimating

FHP & EGC

2) Marketing and Sales

NA

3) Hiring and firing of management personnel

FHP & EGC

4) Other

NA

C. Purchasing of major items or supplies

EGC

D. Supervision of field operations

EGC

E. Supervision of office personnel

FHP

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.

FHP & EGC will keep separate costs for their specific responsibilities.

FHP & EGC are each responsible for their respective items.

FHP & EGC will manage their own respective cash flow.

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.

FHP- 4 Carpenters, 6 Laborers, 3 Cement Masons, 2 Operating Engineers

EGC - 8 Operating Engineers, 4 Pile Drivers

SMD - None

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

FHP will manage the contract and be responsible for on-site work.

EGC will be responsible for on-water work, piling, sheeting, rock-work.

SMD has no responsibilities on this project.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

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.

F.H. Paschen, S.N. Nielsen & Assoc LLC

Name of Joint Venturer

Signature

Robert F. Zitek

Name
Agent

Title
April 8, 2010

Date

State of IL County of Cook

On this 8th day of April, 2010

before me appeared (Name)

Robert F. Zitek

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)

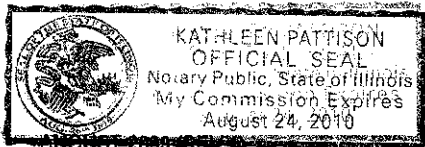
Paschen Gillen Skipper Marine Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Kathleen Pattison
Notary Public

Commission expires: August 24, 2010
(SEAL)



Edward E. Gillen Company

Name of Joint Venturer

Signature

Joseph Sirvinskis

Name
Vice President

Title
April 8, 2010

Date

State of IL County of Cook

On this 8th day of April, 2010

before me appeared (Name)

Joseph Sirvinskis

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)

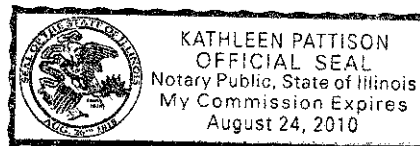
Paschen Gillen Skipper Marine Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Kathleen Pattison
Notary Public

Commission expires: August 24, 2010
(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1502R

31st STREET HARBOR-COASTAL (REBID)

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.

Skipper Marine Development, Inc.

Name of Joint Venturer

Signature

Mark D. Ellerbrock

Name

Vice President

Title

April 8, 2010

Date

State of IL County of Cook

On this 8th day of April, 2010

before me appeared (Name)

Mark D. Ellerbrock

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)

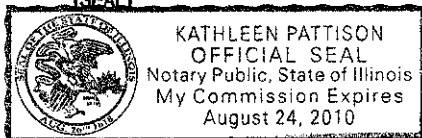
Paschen Gillen Skipper Marine Joint Venture

to execute the affidavit and did so as his or her

free act and deed.

Signature of Notary Public

Commission expires: August 24, 2010 (SEAL)



Name of Joint Venturer

Signature

Name

Title

Date

State of County of

On this day of 20

before me appeared (Name)

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

to execute the affidavit and did so as his or her

free act and deed.

Signature of Notary Public

Commission expires: (SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Paschen Gillen Skipper Marine Joint Venture

Name of Contractor (Print)

April 12, 2010

Date

773-444-3474

Phone


Signature

Robert F. Zitek

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

F. H. PASCHEN

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL

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

Name of Project: 31st Street Harbor - Coastal

Project Number: 1502

FROM: E+King Const MBE WBE
(Name of MBE or WBE)

TO:

Paschen Gillen Skipper Marine Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____, 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. Carriage

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$ 490,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502
31st STREET HARBOR-COASTAL

**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 subject to non-MBE/WBE contractors.

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

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

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

By: E King Construction
Name of MBE/WBE Firm (Print)
773 683 0084
Date
04 08 2010
Phone

[Signature]
Signature
E King Construction
Name (Print)

IF APPLICABLE
By:

Joint Venture Partner (Print)
Date
Phone

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Janis L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

September 23, 2009

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

Annual Certificate Expires: August 1, 2010
Vendor Number: 1063959

Dear Ms. King:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010**.

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

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

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

Intrastate Trucking and Hauling

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: IDOT



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502 R
31st STREET HARBOR-COASTAL

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

Name of Project: 31st Street Harbor - Coastal

Project Number: 1502

FROM:

Mega Steel Corporation MBE _____ WBE XX
(Name of MBE or WBE)

TO:

Paschen Gillen Skipper Marine Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated October 12, 2009. 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.

Furnish and Install Reinforcing Steel

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

\$ 98,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

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:

Mega Steel Corporation

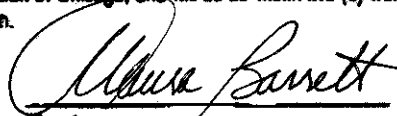
Name of MBE/WBE Firm (Print)

April 9, 2010

Date

630-860-7230

Phone



Signature

Maura Barrett

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____



October 12, 2009

Arlene Barrett
Mega Steel Corporation
556 County Line Road, Suite D
Bensenville, IL 60106

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: October 1, 2010
Vendor Number: 1008860

Dear Ms. Barrett:

We are pleased to inform you that **Mega Steel Corporation** continued eligibility for certification as a **WBE** with the City of Chicago has been granted. Re-validation of certification is required by October 1, 2010.

It is mandatory under Federal Regulation 49 CFR Part 26 that all **WBE** firms, upon completing their fifth fiscal year certification, must re-validate with its host agency. Since the City of Chicago is your host agency, we will send you a copy of the new "Continued Eligibility Affidavit" for your convenience when it is due at the end of your term.

Please note that you must include a copy of your most current Corporate Federal Tax Returns, Personal Net Worth Statement (PNW), and the Continued Eligibility Affidavit with supporting documentation. Failure to file this Affidavit will result in the removal of your certification.

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

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

Your firm's name will appear in the Illinois Unified Certification Program (ILUCP) DBE Directory. The Directory can be accessed via Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Area(s) of specialty will be listed as:

Furnish and Install Reinforcing Steel

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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 1st low and the apparent 2nd 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 1st and 2nd 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
: 1502R

Description of goods or services to be provided under Contract
31st Street Harbor - Coastal - Rebid

2. Name of Contractor: Paschen Gillen Skipper Marine Joint Venture
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.1502R
 31st STREET HARBOR-COASTAL (REBID)

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
E. King Construction Co., Inc.	3865 W. Columbus Chgo, IL	Sub-Contractor (MBE)	\$490,000 Estimated
Mega Steel Corporation	556 County Line, Bensenville IL	Sub-Contractor (WBE)	\$ 98,000 Estimated

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.1502R

31st STREET HARBOR-COASTAL (REBID)

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

Robert F. Zitek
Signature

Robert F. Zitek
Name (Type or Print)

April 12, 2010
Date

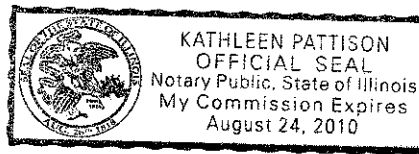
Representative, Mgmt. Comm. for Joint Venture
Title

Subscribed and sworn to before me
this 12th day of April, 20 10

Kathleen Pattison
Notary Public

(SEAL)

Commission expires: August 24, 2010



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

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

Name of Project: 31st Street Harbor - Coastal

Project Number: 1502

FROM:

West Fuels, Inc. MBE _____ WBE
(Name of MBE or WBE)

TO:

Paschen Gillen Skipper Marine Joint Venture 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 11/3/09 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. Fuel

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$80,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

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:

West Fuels, Inc.

Name of MBE/WBE Firm (Print)

315110

Date

708-588-1900

Phone

Deborah Stange

Signature

Deborah Stange

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

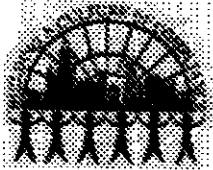
Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	11/3/2009 11:07:03 AM
To:	West Fuels, Inc. Deborah L Stange	Fax:	(708) 588-8289
		Phone:	(708) 588-1900

Deborah L Stange
West Fuels, Inc.
72 S. La Grange Road; Suite #7 La Grange, IL 60525

Dear Deborah L Stange:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting West Fuels, Inc. a courtesy extension of your Women Business Enterprise (WBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for West Fuels, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

November 24, 2008

Deborah Stange, President
West Fuels, Inc.
7340 West Harrison Street
Forest Park, Illinois 60130

Annual Certificate Expires:
Vendor Number:

December 1, 2009
1030898

Dear Ms. Stange:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **December 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009**.

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

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

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

Distributor of Diesel Fuel, Gasoline, Heating Oil, Motor Oil, Lubricants and Anti-Freeze; Fuels; Petroleum Products; Hauling of Bulk Petroleum Products

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

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

Sincerely,


Lori Ann Lybson
Deputy Procurement Officer

Expansion Granted: (Fuels; Petroleum Products; Hauling of Bulk Petroleum Products)

LAL/cc

IL UCP HOST: CTA



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

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

Name of Project: 31st Street Harbor - Coastal

Project Number: 1502

FROM:

Atrium MBE _____ WBE X
(Name of MBE or WBE)

TO:

Paschen Gillen Skipper Marine Joint Venture and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

X a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated June 8 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Landscaping services

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

\$20,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Atrium
Name of MBE/WBE Firm (Print)
3/4/10
Date
030-739-5100
Phone

Ramkeen Bruch
Signature
Ramkeen Bruch
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

June 8, 2009

Kathleen Bruch, President
Atrium, Inc.
17113 West Davey Road
Lemont, Illinois 60439

Annual Certificate Expires:
Vendor Number:

May 1, 2010
50066508

Dear Ms. Bruch:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **May 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **May 1, 2010**.

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

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

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

Landscaping Service

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: CTA



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Royal Crane Service, Inc

Name of MBE/WBE Firm (Print)

03/04/2010

Date

708-974-0832

Phone

Signature

John H. Moorcock, Jr.

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

June 26, 2009

John Mooncotch, President
Royal Crane Service, Inc.
P.O. Box 1858
Bridgeview, Illinois 60455

Annual Certificate Expires:
Vendor Number:

July 1, 2010
1018295

Dear Mr. Mooncotch:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **July 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2010**.

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

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

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

Crane and Construction Equipment Rental; Trucking Services

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds

IL UCP HOST: METRA



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502
31st STREET HARBOR-COASTAL

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

Name of Project: 31st Street Harbor - Coastal

Project Number: 1502

FROM:

INDUSTRIAL FENCE INC MBE WBE
(Name of MBE or WBE)

TO:

Paschen Gillen Skipper Marine Joint Venture 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 2/6/09. 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. Fence

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$55,000.-

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502
31st STREET HARBOR-COASTAL

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:

INDUSTRIAL FENCE INC
Name of MBE/WBE Firm (Print)
3/4/10
Date
773 521 9900
Phone

[Signature]
Signature
Miguel Sattijeral
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



From:	City of Chicago	Date:	11/3/2009 7:31:09 AM
To:	Industrial Fence	Fax:	(773) 521-9904
	Alan Tutje	Phone:	(773) 521-9900

Miguel Saltijeral
Industrial Fence
1300 S. Kilbourn Ave Chicago, IL 60641

Dear Miguel Saltijeral:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Industrial Fence a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Industrial Fence will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Minority Business Enterprise (MBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary Elliott', written over a grid of small dots.

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

February 6, 2009

Miguel Saltijeral, President
Industrial Fence, Inc.
1300 S. Kilbourn Avenue
Chicago, Illinois 60623

Annual Certificate Expires:
Vendor Number:

November 1, 2009
1064164

Dear Mr. Saltijeral:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009**.

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

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

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

**Fence Erectors; Fabrication of Ornamental Iron;
Chain Link; Guardrail and Miscellaneous Metal**

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/emc

IL UCP HOS: METRA



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31ST STREET HARBOR-COASTAL

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

Name of Project: 31st Street Harbor - Coastal

Project Number: 1502

FROM:
E King Construction MBE _____ WBE _____
(Name of MBE or WBE)

TO:
Paschen Gillen Skipper Marine Joint Venture 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 9-23-09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Trucking

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

\$ 25,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

**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 Const
Name of MBE/WBE Firm (Print)
31818010
Date 7/3/2010
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 ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

September 23, 2009

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

Annual Certificate Expires: August 1, 2010
Vendor Number: 1063959

Dear Ms. King:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010**.

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

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

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

Intrastate Trucking and Hauling

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

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

[Handwritten signature]

IL 00 000 000



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

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

Name of Project: 31st Street Harbor - Coastal REBID

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Representative, Management Committee for Joint Venture, Robert F. Zitek

Title and duly authorized representative of

Paschen Gillen Skipper Marine Joint Venture

Name of General Contractor whose address is
8725 W. Higgins Rd., Suite 200

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
West Fuels, Inc.	Fuel Supplier	\$	\$ 80,000
Atrium, Inc.	Landscaping	\$	\$ 20,000
Royal Crane Service, Inc.	Equipment Rental	\$ 400,000	\$
Industrial Fence, Inc.	Fence	\$ 55,000	\$
E. King Construction Company, Inc.	Trucking	\$ 25,000	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 480,000	\$ 100,000
Percent of Total Base Bid		1.69 %	.035 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

Paschen Gillen Skipper Marine Joint Venture

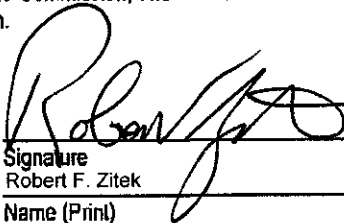
Name of Contractor (Print)

March 3, 2010

Date

773-444-3474

Phone


Signature
Robert F. Zitek
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

N/A

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.1502R
31st STREET HARBOR-COASTAL (REBID)

See Attached Affidavit for Each Venturer

Affidavit Of Uncompleted Work

A. Work Under Contract

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

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

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

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

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



Illinois Department of Transportation

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

Affidavit of Availability
For Letting of January 15, 2010

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	
County and Section Number	Terminal 1 & 2 Ref	Juarez H.S.	Red/Blue Line - Es	Route 41 Relocate	
Contract With	CDOA	CPS	CTA	CDOT	
Estimated Completion Date	February 8, 2008	Dec 2009	October 2011	Dec 01, 2008	
Total Contract Price	\$92,592,553	\$23,025,530	\$16,706,317	\$17,108,819	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$806,370	\$5,985,293	\$3,180,117	\$1,691,579	\$286,399,989
Uncompleted Dollar Value if Firm is the Subcontractor					\$1,076,523
			Total Value of All Work		\$287,476,512

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				\$0	\$5,039,600
Portland Cement Concrete Paving					\$6,368,137
HMA Plant Mix					\$0
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces				\$0	\$0
Hwy, R.R. & Wtrwy Strctrs					\$5,242,600
Drainage					\$50,000
Electrical					\$0
Cover and Seal Coats					\$0
Misc. Concrete Construction				\$0	\$15,129,600
Landscaping					\$0
Fencing					\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Fabrication					\$0
Cold Milling, Planning & Rotomilling					\$0
Demolition					\$1,941,047
Pavement Markings (Paint)					\$0
Other Construction (List)					\$1,855,743
Building Construction		\$472,932	\$182,677		\$41,349,191
Totals	\$0	\$472,932	\$182,677	\$0	\$76,975,918

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
Subcontractor	Garth Masonry	Acorn Fence	DLZ	Benchmark
Type of Work	Masonry, Concrete	Fence	Survey	Sewer
Subcontract Price	\$6,983,774	\$11,300	\$50,000	\$6,461,803
Amount Uncompleted	\$0	\$0	\$41,073	\$225,512
Subcontractor	Midwest Wrecking	BSB Development	MJC	Brandenburg
Type of Work	Demolition	Excavation	Demolition	Demolition
Subcontract Price	\$385,000	\$1,063,545	\$103,755	\$1,945,789
Amount Uncompleted	\$0	\$466,300	\$7,890	\$0
Subcontractor	C.L. Bec	LPS Pavement	Garth	Sanchez
Type of Work	Carpentry	Brick pavement	Demolition	Paving
Subcontract Price	\$920,886	\$108,000	\$674,146	\$15,960
Amount Uncompleted	\$0	\$108,000	\$22,223	\$15,960
Subcontractor	Thatcher Engineer	Revcon	U S Architectual	Midwest Fence
Type of Work	Bracing/Rentention	Caisson	Steel	Fence
Subcontract Price	\$1,392,068	\$496,920	\$1,501,701	\$9,600
Amount Uncompleted	\$0	\$0	\$203,147	\$0
Subcontractor	Dynamic Wrecking	Harrington Exc	Q C Enterprize	Mega Steel
Type of Work	Excavation	Site util	Terrazzo	Reinforcing Steel
Subcontract Price	\$850,000	\$202,850	\$40,000	\$76,418
Amount Uncompleted	\$28,374	\$47,075	\$4,870	\$0
Subcontractor	Enviroplus, Inc	Degrat	EVC	Midwest Forestree
Type of Work	Abatement	Concrete	Paint	Clearing
Subcontract Price	\$105,355	\$739,440	\$99,563	\$9,600
Amount Uncompleted		\$45,300	\$12,000	\$0
Subcontractor	Era Valdiva Contra	Carlo Steel	Commonwealth	Air Preessure Damp
Type of Work	Paint	Steel	Downspouts	Damproofing
Subcontract Price	\$391,179	\$3,608,465	\$59,498	\$5,850
Amount Uncompleted	\$0	\$208,278	\$3,775	\$0
Subcontractor	Edward Gillen	Pederson	Admiral Heating	Ludwig
Type of Work	Piling	Landscape	HVAC	Explosives
Subcontract Price	\$1,414,015	\$115,000	\$19,000	\$5,850
Amount Uncompleted	\$0	\$115,000	\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$44,535,200	\$11,677,285	\$10,271,415	\$1,857,713
Amount Uncompleted	\$777,996	\$4,522,408	\$2,702,462	\$1,450,107
Total Uncompleted	\$806,370	\$5,512,361	\$2,997,440	\$1,691,579

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.



Illinois Department of Transportation

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

Affidavit of Availability
For Letting of January 15, 2010

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.

	5	6	7	8	9
County and Section Number	Peterson Elm Sch	Tri-State Tollway	Recon. 75th & 79th	Brighton Park	SB Tri State I-294
Contract With	Chicago Pub Sch	Illinois Tollway	Metra	PBC	Illinois Tollway
Estimated Completion Date	December, 2008	Nov. 15, 2009	Feb. 2010	June, 2010	Dec. 13, 2009
Total Contract Price	\$14,944,131	\$52,888,374	\$5,698,000	\$22,989,000	\$39,029,099
Uncompleted Dollar Value if Firm is the Prime Contractor	\$109,907	\$10,045,062	\$881,512	\$18,627,585	\$7,381,852
Uncompleted Dollar Value if Firm is the Subcontractor					

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 sub-contracted 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.

Earthwork		\$50,000	\$25,000		\$10,000
Portland Cement Concrete Paving		\$750,000			\$1,685,040
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					\$1,250,000
Drainage			\$50,000		
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction		\$120,000			\$500,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Building Construction				\$2,400,000	
Totals	\$0	\$920,000	\$75,000	\$2,400,000	\$3,445,040

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.

	5	6	7	8	9
Subcontractor	Eason	Central	Highway Tech	C Szabo	Kapur
Type of Work	Abatement	Asphalt	Traffic Con	Utility	Survey
Subcontract Price	\$167,140	\$5,993,095	\$38,000	\$384,068	\$256,200
Amount Uncompleted	\$1,282	\$1,710,229	\$8,936	\$252,000	\$51,240
Subcontractor	Technica	Area	Araiza	Wingren	Arrow Road
Type of Work	Demolition	Erection	Concrete	Landscape	Asphalt
Subcontract Price	\$220,846	\$415,730	\$33,240	\$309,434	\$3,860,500
Amount Uncompleted	\$0	\$2,971	\$9,310	\$309,434	\$1,672,656
Subcontractor	Abiltiy Rockroad	Acura	Mega Steel	Beverly	American Restorati
Type of Work	Asphalt	Misc Concrete	Reinforcing	Asphalt	Restoration
Subcontract Price	\$45,963	\$6,314,554	\$68,625	\$17,445	\$33,492
Amount Uncompleted	\$0	\$643,187	\$9,077	\$17,445	\$31,710
Subcontractor	Arc	Omega	Amerian Restorato	Universal	Omega Demo
Type of Work	Underground	Demolition	Restoration	Misc Metal.	Demolition
Subcontract Price	\$389,991	\$553,294	\$2,213,770	\$119,000	\$698,110
Amount Uncompleted	\$0	\$16,860	\$246,441	\$119,000	\$268,358
Subcontractor	Atrium	Crown	Crown	Kremer Davis	Diamond Coring
Type of Work	Landscape	Paint	Paint	Glass	Concrete Cutting
Subcontract Price	\$94,630	\$116,959	\$100,400	\$76,000	\$115,808
Amount Uncompleted	\$0	\$100,765	\$27,050	\$75,000	\$70,165
Subcontractor	Fiberwrap	Western Remac	Hecker	L B Hall	Vixen
Type of Work	Concrete	Signage	Electrical	Fire protection	Curb and Gutter
Subcontract Price	\$251,448	\$450,113	\$141,700	\$152,000	\$267,481
Amount Uncompleted	\$0	\$178,362	\$41,670	\$74,000	\$101,191
Subcontractor	Metal Erectors	American	Quinco Steel	Just rite	Aldridge
Type of Work	Metal	Restoration	Erector	Accoustical Clg	Electrical
Subcontract Price	\$58,500	\$68,516	\$88,750	\$305,000	\$668,820
Amount Uncompleted	\$0	\$55,478	\$4,438	\$305,000	\$255,075
Subcontractor	A-1	Quality Saw & Seal		Mid America	Illini Fence
Type of Work	Roofing	Saw Cut		Elevator	Fence
Subcontract Price	\$390,728	\$138,013		\$160,000	\$120,139
Amount Uncompleted	\$44,778	\$62,929		\$159,000	\$79,577
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$11,231,766	\$12,593,942	\$1,219,773	\$18,466,053	\$16,950,434
Amount Uncompleted	\$63,847	\$6,354,281	\$459,590	\$14,916,706	\$1,406,840
Total Uncompleted	\$109,907	\$9,125,062	\$806,512	\$16,227,585	\$3,936,812

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.



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Bureau of Construction
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	10	11	12	13	14
County and Section Number	Item 1A	Willow Road	Midway - Concourse	Lake St. Column R	Washington St.
Contract With	IDOT	ISTHA	CDOA	CDOT	Lake Cty Gr.
Estimated Completion Date	June 1, 2010	June 30, 2008	Feb. 2010	June 1, 2011	Oct. 31, 2009
Total Contract Price	\$2,219,580	\$25,598,674	\$26,344,000	\$6,623,287	\$4,859,549
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,112,000	\$10,000	\$6,826,656	\$6,623,287	
Uncompleted Dollar Value if Firm is the Subcontractor					\$1,076,523

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Earthwork	\$50,000			\$300,000	
Portland Cement Concrete Paving	\$1,062,000				\$738,097
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					\$250,000
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction				\$350,000	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition				\$325,000	
Pavement Markings (Paint)					
Other Construction (List)				\$1,100,000	
Building Construction			\$1,735,240		
Totals	\$1,112,000	\$0	\$1,735,240	\$2,075,000	\$988,097

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Part III. Work Subcontracted to Others.

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

	10	11	12	13	14
Subcontractor		Peter Baker	Universal Security	Metropolitan Steel	Area
Type of Work		Asphalt	Security	Steel Erection	Steel Erection
Subcontract Price		\$1,365,496	\$50,000	\$1,799,000	\$94,511
Amount Uncompleted		\$0	\$50,000	\$1,799,000	\$0
Subcontractor		Jabco	Quality Exc.	A C Iron	Rampart Hydro
Type of Work			Excavation	Rebar Erection	Hydro Demo
Subcontract Price		\$327,536	\$682,637	\$52,086	\$29,400
Amount Uncompleted		\$0	\$56,564	\$52,086	\$784
Subcontractor		Araiza Corp	Foundation Drilling		Mitchell Steel, Inc.
Type of Work		Concrete work	Cassions		Rebar
Subcontract Price		\$636,807	\$18,000		\$41,385
Amount Uncompleted		\$0	\$0		\$2,090
Subcontractor		Hecker and Co.	Chakra		Quality Saw & Seal
Type of Work		Electrical	Misc Carpentry		Concrete Sawing
Subcontract Price		\$2,253,988	\$905,000		\$91,827
Amount Uncompleted		\$0	\$279,000		\$750
Subcontractor		GFS	Perfomance Plumb		Vixen
Type of Work		Fence & Guardrail	Plumbing		Misc Concrete
Subcontract Price		\$409,692	\$920,688		\$466,671
Amount Uncompleted		\$0	\$420,688		\$84,802
Subcontractor		Natural Creations	Just Rite		
Type of Work		Landscape	Accoustical Tile		
Subcontract Price		\$235,575	\$62,900		
Amount Uncompleted		\$0	\$34,970		
Subcontractor		Lucky Charm	Unistrut International		
Type of Work		Clearing	Unistrut		
Subcontract Price		\$51,869	\$71,000		
Amount Uncompleted		\$0	\$20,000		
Subcontractor		Area Equipment	Municipal Elevator		
Type of Work		Steel erection	Elevator		
Subcontract Price		\$325,673	\$194,000		
Amount Uncompleted		\$0	\$91,200		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$1,107,580	\$9,138,564	\$18,659,100	\$3,926,086	\$0
Amount Uncompleted	\$1,107,580	\$10,000	\$4,138,994	\$2,697,201	\$0
Total Uncompleted	\$1,107,580	\$10,000	\$5,091,416	\$4,548,287	\$88,426

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.



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PART I. WORK UNDER CONTRACT

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	Pending	16	17	18	19
County and Section Number	Cont. 04-201-4F	Belmont/Fullerton	9th District Police	Upper DesPlaines	Southwest Middle
Contract With	MWRDGC	CTA	PBC	MWRDofGC	PBC
Estimated Completion Date	Jan 1, 2011	February 2010	December 2009	May 2009	Oct 1, 2009
Total Contract Price	\$54,898,250	\$104,626,424	\$28,977,000	\$8,787,962	\$29,390,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$54,898,250	\$2,855,525	\$192,712	\$6,164,898	\$939,000
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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Earthwork	\$3,888,000				
Portland Cement Concrete Paving	\$405,000				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction	\$11,097,000				
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Building Construction		\$500,000		\$1,788,938	\$75,000
Totals	\$15,390,000	\$500,000	\$0	\$1,788,938	\$75,000

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Part III. Work Subcontracted to Others.

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

	15	16	17	18	19
Subcontractor		Dynamic Wrecking	Superior Fl	Falk	M T Transit
Type of Work		Demolition	Flooring	Survey	Excavation
Subcontract Price		\$4,207,041	\$62,430	\$65,596	\$416,968
Amount Uncompleted		\$4,039	\$0	\$0	\$0
Subcontractor		Case Foundation	T & D	Harrington	Fik Engineer
Type of Work		Cassions	Excavating	Excavation	Survey
Subcontract Price		\$4,337,441	\$2,558,000	\$170,415	\$56,876
Amount Uncompleted		\$86,676	\$0	\$0	\$0
Subcontractor		Civil Contr.	Cabo	Accu Paving	Pederson
Type of Work		Utilities	Sewer	Asphalt	Landscape
Subcontract Price		\$795,000	\$275,688	\$15,500	\$448,262
Amount Uncompleted		\$54,162		\$15,500	\$1,956
Subcontractor		A & H	MG Electric		Degrat
Type of Work		Plumbing	Electrical		Concrete
Subcontract Price		\$411,094	\$4,397,864		\$1,619,618
Amount Uncompleted		\$244,545	\$146,437		\$0
Subcontractor		Just Rite	Nikolas	M A Steel	All Masonry
Type of Work		Accoustical	Paint	Rebar	Masonry
Subcontract Price		\$19,308	\$103,688	\$15,000	\$4,184,194
Amount Uncompleted			\$0	\$11,975	\$52,414
Subcontractor		Chappel West, Inc.	Weis	Acura	Metropolitan Steel
Type of Work		Metal Bldg	Stone	Misc Conc.	Steel
Subcontract Price		\$247,947	\$6,995	\$24,246	\$2,937,100
Amount Uncompleted		\$0	\$0	\$0	\$5,841
Subcontractor		Brand	Kone	F & B	WEB
Type of Work		Scaffolding	Elevator	Masonry	Misc Metal
Subcontract Price		\$4,772	\$91,095	\$23,900	\$356,007
Amount Uncompleted		\$0	\$0	\$23,900	\$4,180
Subcontractor		Break thru	Mid America	Atlantic Painting	L B Hall
Type of Work		Demolition	Elevator	Paint	Spray Fireproofing
Subcontract Price		\$353,400	\$128,650	\$260,000	\$98,000
Amount Uncompleted		\$0	\$0	\$260,000	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$39,508,250	\$56,377,990	\$14,057,537	\$7,929,024	\$16,267,211
Amount Uncompleted	\$39,508,250	\$1,966,103	\$46,275	\$4,064,585	\$799,609
Total Uncompleted	\$39,508,250	\$2,355,525	\$192,712	\$4,375,960	\$864,000

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.



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	20	21	22	23	24
County and Section Number	3 Station - Brown L	5 Station - Brown L	N B - I-94	O'Hare MP-JOC	SB I-94, I-07-5221
Contract With	CTA	CTA	ISTHA	CDOT	ISTHA
Estimated Completion Date	Sept 2008	August 2007	Dec. 19, 2009	January 2008	Nov. 21, 2008
Total Contract Price	\$47,911,454	\$20,676,519	\$29,268,849	\$10,000,000	\$25,174,444
Uncompleted Dollar Value if Firm is the Prime Contractor	\$861,798	\$100,369	\$7,313,287	\$558,640	\$1,126,213
Uncompleted Dollar Value if Firm is the Subcontractor					

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 sub-contracted 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.

Earthwork			\$150,000		
Portland Cement Concrete Paving			\$1,728,000		
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					\$25,000
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			\$754,000		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Building Construction					
Totals	\$0	\$0	\$2,632,000	\$0	\$25,000

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Part III. Work Subcontracted to Others.

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	20	21	22	23	24
Subcontractor	Gillen	Alpine Demol	Curran		Kapur
Type of Work	Foundation	Demolition	Asphalt		Survey
Subcontract Price	\$1,229,714	\$60,269	\$4,240,081		\$190,000
Amount Uncompleted	\$0	\$0	\$1,725,393		\$0
Subcontractor	Dynamic Wrecking	Dynamic Wrecking	Aldridge		Aldridge
Type of Work	Demolition	Demolition	Electrical		Electrical
Subcontract Price	\$1,725,733	\$720,275	\$2,133,026		\$810,988
Amount Uncompleted	\$22,316	\$0	\$999,152		\$5,871
Subcontractor	Swanson	Divane Elec	Industrial Fence		Industrial Fence
Type of Work	Track	Electrical	Fence		Fence
Subcontract Price	\$734,182	\$4,627,021	\$747,321		\$334,560
Amount Uncompleted	\$0		\$261,422		\$0
Subcontractor	EVC	EVC	Natural Creation		Laredo
Type of Work	Painting	Painting	Landscaping		Landscape
Subcontract Price	\$2,154,841	\$750,000	\$482,073		\$427,897
Amount Uncompleted	\$34,490	\$0	\$227,970		\$0
Subcontractor	Roberts	Lakeshore Glass	GFS		Western Remac
Type of Work	HVAC	Glazing	Guard Rail		Signage
Subcontract Price	\$249,516	\$655,592	\$705,375		\$449,739
Amount Uncompleted	\$10,366	\$0	\$280,281		\$0
Subcontractor	A & H	A & H	Roadsafe		Roadsafe Traffic
Type of Work	Plumbing	Plumbing	Traffic Control		Traffic Control
Subcontract Price	\$243,961	\$14,867	\$1,185,483		\$843,919
Amount Uncompleted	\$4,811	\$0	\$760,269		\$0
Subcontractor	Justrite	Ellsion Bronze	Mitchell Steel		Curran
Type of Work	Accoutical Clg	Doors	Set Rebar		Apshalt
Subcontract Price	\$78,930	\$77,750	\$99,214		\$2,187,975
Amount Uncompleted	\$0	\$0	\$629		\$0
Subcontractor	Western Remac	Industrial Door	Homar		Acura
Type of Work	Signage	Doors	Tree Service		Curb & Gutter
Subcontract Price	\$433,164	\$28,400	\$9,729		\$988,182
Amount Uncompleted	\$6,362	\$0	\$9,279		\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$30,175,720	\$8,482,657	\$8,089,693	\$10,000,000	\$9,439,272
Amount Uncompleted	\$783,453	\$100,369	\$416,892	\$558,640	\$1,095,342
Total Uncompleted	\$861,798	\$100,369	\$4,681,287	\$558,640	\$1,101,213

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.



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	25	26	Pending	Pending	29
County and Section Number	Wentworth II	I 80/94 - 62114	Morgan St.	Union Pacific	SB I-94, I-06-5220
Contract With	CHA	IDOT	CDOT	Metra	ISTHA
Estimated Completion Date	May 2007	June 26, 2007	September 2011	Jan 2011	Dec. 19, 2008
Total Contract Price	\$36,651,107	\$71,004,578	\$25,257,000	\$1,371,000	\$39,851,279
Uncompleted Dollar Value if Firm is the Prime Contractor	\$281,724	\$301,139	\$25,257,000	\$1,371,000	\$702,823
Uncompleted Dollar Value if Firm is the Subcontractor					

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Earthwork			\$500,000		
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			\$1,750,000	\$425,000	\$25,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Building Construction			\$5,350,000		
Totals	\$0	\$0	\$7,600,000	\$425,000	\$25,000

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Part III. Work Subcontracted to Others.

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

	25	26	Pending	Pending	29
Subcontractor	JVI Industries	S & J Construction			Kapur
Type of Work	Abatement	Signage			Survey
Subcontract Price	\$487,106	\$692,505			\$328,750
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Universal Iron	Cabo			Arrow
Type of Work	Fence	Sewer			Asphalt
Subcontract Price	\$323,438	\$6,342,912			\$2,091,824
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Knickerbocker	Aldridge Elec			Acura
Type of Work	Roofing	Electrical			Curb & Gutter
Subcontract Price	\$1,401,140	\$722,198			\$460,731
Amount Uncompleted	\$0	\$49,436			\$0
Subcontractor	Homeland	Brandenburg			John Burns
Type of Work	Windows	Demolition			Electrical
Subcontract Price	\$1,663,085	\$839,266			\$2,047,616
Amount Uncompleted	\$11,850	\$0			\$0
Subcontractor	Aquamist	G F Structures			Industrial Fence
Type of Work	Plumbing	Fence & Guard Rail			Fence
Subcontract Price	\$2,717,785	\$457,934			\$546,901
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Sager	Lucky Charm			Laredo Sys
Type of Work	Sealant	Clearing			Landscape
Subcontract Price	\$34,500	\$37,727			\$71,132
Amount Uncompleted		\$0			\$0
Subcontractor	Schindler	Hawk Enterprise			Crown
Type of Work	Elevator	Layout			Painting
Subcontract Price	\$57,000	\$570,521			\$252,440
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Landscape Forms	NES			Western
Type of Work	Site Furniture	Traffic Control			Signage
Subcontract Price	\$23,940	\$894,455			\$142,643
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$26,297,384	\$26,204,383	\$17,657,000	\$946,000	\$11,662,310
Amount Uncompleted	\$269,874	\$251,703	\$17,657,000	\$946,000	\$677,823
Total Uncompleted	\$281,724	\$301,139	\$17,657,000	\$946,000	\$677,823

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.



Illinois Department of Transportation

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

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.

	30	31	32	Pending	34
County and Section Number	CDOA	CDOW	CDOT	ISTHA	West Jackson
Contract With	Fed Ex Veh Maint	Jardine Water PI	Monroe Bridge Hou	I-90 RR-09-5582	CDOT
Estimated Completion Date	Sept. 30, 2009	July 2009	January 31, 2008	July 2010	May, 2010
Total Contract Price	\$9,619,000	\$545,000	\$4,300,240	\$2,308,644	\$11,915,264
Uncompleted Dollar Value if Firm is the Prime Contractor	\$969,360	\$138,650	\$35,585	\$2,308,644	\$9,332,559
Uncompleted Dollar Value if Firm is the Subcontractor					

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 sub-contracted 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.

Earthwork					\$40,000
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs				\$900,000	\$2,240,000
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					\$1,596,047
Pavement Markings (Paint)					
Other Construction (List)					\$755,743
Building Construction	\$225,000	\$22,825			
Totals	\$225,000	\$22,825	\$0	\$900,000	\$4,631,790

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.

	30	31	32	Pending	34
Subcontractor	Falk PLI	Romero	United Rental		Midwest Fence
Type of Work	Survey	Steel	Traffic Control		Fence
Subcontract Price	\$11,548	\$37,500	\$27,176		\$11,330
Amount Uncompleted	\$0	\$22,249	\$0		
Subcontractor	F & B	Wilkin	Holly Marine		Omega
Type of Work	Masonry	Ins Spray	Barge Work		Demolition
Subcontract Price	\$234,571	\$2,830	\$46,000		\$1,099,699
Amount Uncompleted	\$1,008	\$2,830	\$0		\$781,222
Subcontractor	Cabo	A & A Drywal	Brandenburg		John Burns
Type of Work	Sewer	Drywall	Demolition		Electrial
Subcontract Price	\$579,751	\$58,651	\$280,000		\$793,577
Amount Uncompleted	\$5,000	\$6,961	\$0		\$599,268
Subcontractor	AAA Fence	Mr Davids	F & B masonry		Traffic Control & P
Type of Work	Silt Fence	Floor	Masonry		Traffic control
Subcontract Price	\$5,361	\$875	\$900,076		\$65,273
Amount Uncompleted	\$0	\$875	\$0		\$45,523
Subcontractor	ATMI	Uptown	K & K Iron		Pine
Type of Work	Pre cast	Paint	Structural Steel		Waterproofing
Subcontract Price	\$74,000	\$9,400	\$284,489		\$53,743
Amount Uncompleted	\$0	\$6,007	\$0		\$53,743
Subcontractor	Arrow	A Green	Auburn Corp		Mega
Type of Work	Asphalt	Plumbing	Windows		Rebar
Subcontract Price	\$893,538	\$9,000	\$49,620		\$163,481
Amount Uncompleted	\$207,314	\$9,000	\$0		\$137,800
Subcontractor	L B Hall	Air Design	Mr Davids		
Type of Work	Spray Fire Proofing	HVAC	Flooring		
Subcontract Price	\$38,503	\$159,600	\$1,000		
Amount Uncompleted	\$1,503	\$41,686	\$0		
Subcontractor	Superior	Broadway	Legacy Paint		
Type of Work	Flooring	Electrical	Paint		
Subcontract Price	\$9,400	\$48,100	\$16,950		
Amount Uncompleted	\$940	\$26,217	\$0		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$5,298,017		\$2,296,838	\$1,408,644	\$4,507,970
Amount Uncompleted	\$528,595		\$35,585	\$1,408,644	\$3,083,213
Total Uncompleted	\$744,360	\$115,825	\$35,585	\$1,408,644	\$4,700,769

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.



Illinois Department of Transportation

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

Affidavit of Availability
For Letting of January 15, 2010

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.

	35	36	37	38	39
County and Section Number	Improvements to Ba	Ravenswood North	Reconstruct I-88	Jardine Water Purf	Touhy Ave
Contract With	MWRD of GC	CTA	ISTHA	COW	MWRD of GC
Estimated Completion Date	March 2012	December 2009	Dec. 15, 2009	January 2008	August 2010
Total Contract Price	\$20,494,701	\$22,852,000	\$55,111,849	\$16,176,605	\$1,744,000
Uncompleted Dollar value if Firm is the Prime Contractor	\$9,130,767	\$1,040,000	\$2,301,383	\$598,509	\$1,320,035
Uncompleted Dollar value if Firm is the Subcontractor					

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 sub-contracted 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.

Earthwork					\$26,600
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					\$577,600
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			\$25,000		\$83,600
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					\$20,000
Other Construction (List)					
Building Construction	\$1,459,561	\$50,000		\$597,268	
Totals	\$1,459,561	\$50,000	\$25,000	\$597,268	\$707,800

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Part III. Work Subcontracted to Others.

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

	35	36	37	38	39
Subcontractor	Il in One	Garth Const.	Natural Creations	Technica	Traffic Control
Type of Work	Process Plates	Demolition	Landscape	Abatement	Traffic Con
Subcontract Price	\$3,561,705	\$1,200,000	\$455,973	\$48,060	\$39,900
Amount Uncompleted	\$1,377,003	\$132,823	\$179,109	\$0	\$31,050
Subcontractor	Composite St	Swanson	Aldridge	Naturescape	Omega
Type of Work	Steel	Track Work	Electrical	Landscape	Demolition
Subcontract Price	\$324,674	\$7,681,556	\$3,030,501	\$66,700	\$86,500
Amount Uncompleted	\$324,674	\$648,110	\$541,102	\$0	\$42,031
Subcontractor	Wolf	Diaz	Industrial Fence	Cabo Const	Sanchez
Type of Work	Mechanical	Landscape	Fence	Sewer	Asphalt
Subcontract Price	\$316,285	\$4,750	\$630,720	\$1,567,730	\$23,500
Amount Uncompleted	\$316,285	\$4,750	\$57,378	\$0	\$23,500
Subcontractor	Crown	Metropolitan Steel	Certified Painting	National Restoratio	Atrium
Type of Work	Paint	Erect Steel	Painting	Conc Restoration	Landscape
Subcontract Price	\$51,728	\$90,000	\$120,000	\$712,771	\$9,400
Amount Uncompleted	\$51,728	\$0	\$840	\$0	\$9,400
Subcontractor	Gammie	Mader	Mega Steel	Weis	Quality Saw
Type of Work	Plumbing	Roof	Reinforcing Steel	Masonry	Cutting
Subcontract Price	\$17,370	\$480	\$1,135,714	\$715,000	\$7,928
Amount Uncompleted	\$0	\$0	\$108,762	\$0	\$5,946
Subcontractor	Just Rite	Divane	Central	Midwest Fence	Metropolitan S.
Type of Work	Ceiling	Electrical	Asphalt	Fence	Erection'
Subcontract Price	\$5,200	\$1,715,000	\$3,055,774	\$153,131	\$83,600
Amount Uncompleted	\$5,200	\$106,140	\$582,759	\$0	\$83,600
Subcontractor	MTH		United Rental	A Green	M G
Type of Work	Steel		Traffic Control	Plumbing	Electrical
Subcontract Price	\$81,851		\$2,034,720	\$21,000	\$4,464
Amount Uncompleted	\$0		\$347,340	\$0	\$4,464
Subcontractor	Spectrum		Kujo	Divane	Mega
Type of Work	Masonry		Signage	Electrical	Rebar Erection
Subcontract Price	\$774,700		\$797,398	\$3,547,869	\$113,516
Amount Uncompleted	\$751,150		\$22,992	\$1,241	\$90,295
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$12,128,227	\$4,994,464	\$25,126,008	\$3,782,266	\$528,714
Amount Uncompleted	\$4,845,166	\$98,177	\$436,101		\$321,949
Total Uncompleted	\$7,671,206	\$990,000	\$2,276,383	\$1,241	\$612,235

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.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
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Affidavit of Availability
For Letting of January 15, 2010

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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.

	40	41	42	43	44
County and Section Number	Hydraulic Improver	Jardine Water PI	SB I-94,I-07-5226	Brown Line - 4 Stat	Primary Stl Tanks
Contract With	MWRD of GC	CDOW	ISTHA	CTA	MWRD of GC
Estimated Completion Date	March 2010	Nov. 2008	Nov. 21, 2008	November 2009	November 2012
Total Contract Price	\$61,491,766	\$6,616,467	\$32,932,708	\$68,083,089	\$137,084,400
Uncompleted Dollar value if Firm is the Prime Contractor	\$10,810,933	\$5,479	\$767,998	\$369,629	\$81,064,860
Uncompleted Dollar value if Firm is the Subcontractor					

Joint Venture Portion

Joint Venture Portion

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 sub-contracted 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.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Building Construction	\$614,750				\$25,875,000
Totals	\$614,750	\$0	\$0	\$0	\$25,875,000

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Part III. Work Subcontracted to Others.

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

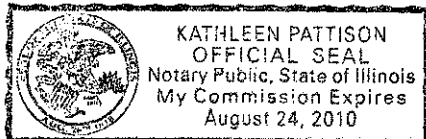
	40	41	42	43	44
Subcontractor	Hayward Baker	Anderson & Shaw	Kapur	All American Sol.	Chidester
Type of Work	Retention	Roof	Survey	Exterior	Excavation
Subcontract Price	\$1,553,307	\$2,251,371	\$220,000	\$1,238,408	\$3,599,671
Amount Uncompleted	\$0	\$5,479	\$0	\$7,595	\$1,638,521
Subcontractor	Chidester	National	Hecker	Mid Amerian EI	Civil
Type of Work	Excavation	Demolition	Electrical	Elevator	Utilities
Subcontract Price	\$492,346	\$128,714	\$995,920	\$1,873,072	\$8,503,200
Amount Uncompleted	\$6,974	\$0	\$57,910	\$0	\$2,852,355
Subcontractor	Keefe	Lake Shore Glass	Illini Fence	Robert Env.	Bigane
Type of Work	Pipe Jacking	Glazing	Fence	HVAC	Asphalt Paving
Subcontract Price	\$96,772	\$13,400	\$14,579	\$364,268	\$62,700
Amount Uncompleted	\$0	\$0	\$6,824	\$357	\$26,550
Subcontractor	Civil	J P Phillips	GF Structures	Commonwealth	Industrial Fence
Type of Work	Underground	Plaster	Guard Rail	DownSpouts	Fence
Subcontract Price	\$2,945,691	\$57,642	\$311,188	\$447,245	\$199,630
Amount Uncompleted	\$822,843	\$0	\$0	\$0	\$160,662
Subcontractor	M A Steel	Crown	Laredo Systems	Arc	F & B
Type of Work	Rebar	Paint	Landscaping	Sewer	Masonry
Subcontract Price	\$2,431,226	\$397	\$458,988	\$437,246	\$3,423,485
Amount Uncompleted	\$25,911	\$0	\$0	\$0	\$3,288,000
Subcontractor	Sanchez	Gilco	Western Remac,	Lake Shore Glas	Lake Shore Glas
Type of Work	Paving	Scaffolding	Signage	Glass	Glass
Subcontract Price	\$168,324	\$98,257	\$104,313	\$610,077	\$247,800
Amount Uncompleted	\$168,324	\$0	\$0	\$71,307	\$191,926
Subcontractor	Knickerbocker	Azaiza	Roadsafe Traffic	Just Rite	Anagnos Door
Type of Work	Roofing	Concrete	Traffic Control	Ceiling	O H Doors
Subcontract Price	\$363,630	\$18,000	\$570,606	\$100,000	\$80,317
Amount Uncompleted	\$153,079	\$0	\$0	\$0	\$79,200
Subcontractor	Sager	Allied	Area	Onscape	A & C Electric
Type of Work	Caulk	Waterproofing	Erection	Landscape	Electrical
Subcontract Price	\$7,574	\$219,160	\$194,496	\$260,147	\$600,000
Amount Uncompleted	\$0	\$0	\$0	\$0	\$600,000
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$44,087,290	\$3,535,873	\$15,853,807	\$45,266,520	\$81,394,439
Amount Uncompleted	\$9,019,052		\$703,264	\$290,370	\$46,352,646
Total Uncompleted	\$10,196,183	\$5,479	\$767,998	\$369,629	\$55,189,860

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.

Subscribed and sworn to before me
this 20th day of November, 2009

Kathleen Pattison
Notary Public
My commission expires: 8-24-10

(Notary Seal)



Type or Print Name Robert F. Zitek - Agent
Officer or Director

Signed *Robert F. Zitek*

Company F.H. Paschen/S N Nielsen & Associates, LLC

Address 8725 W. Higgins Road, Suite 200
Chicago, IL. 60631

PUBLIC BUILDING COMMISSION OF CHICAGO

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	MMSD	Chicago Water Reclam	US ACOE	MMSD		
Contract With	Kenny/Shea	IHC Cons.	Kenny	Michels		
Estimated Completion Date	5/2010	3/2010	6/2011	9/2010		
Total Contract Price	8,175,000	587,530	1,786,000	1,881,500		12,430,030
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor	339,549	16,027	500,025	81,559		937,160
TOTAL VALUE OF ALL WORK						937,160

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Earth Retention/Shafts/Piers						
Marine Construction	339,549	16,027	500,025	81,559		937,160
Highways						
TOTALS	339,549	16,027	500,025	81,559		937,160

PUBLIC BUILDING COMMISSION OF CHICAGO

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	MMSD	Jewel Osco	IDOT 129	Sturgeon Bay		
Contract With	Shea/Kenny	J Burns Co.	Herlihy	US ACOE		
Estimated Completion Date	3/2010	6/2010	6/2010	10/2010		
Total Contract Price	3,213,560	676,000	368,627	3,518,549		20,206,766
Uncompleted Dollar Value if Firm is the GC				528,381		528,381
Uncompleted Dollar Value if Firm is a Subcontractor	38,775	98,928	368,627			1,443,490
	TOTAL VALUE OF ALL WORK					1,971,871

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Earth Retention/Shafts/Piers		98,928				98,928
Marine Construction	38,775			528,381		1,504,316
Highways			368,627			368,627
TOTALS	378,324	114,955	868,652	609,940		1,971,871

PUBLIC BUILDING COMMISSION OF CHICAGO

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor				Ostrenga	
Type of Work				Excavation	
Subcontract Price				148,500	
Amount Uncompleted				73,000	
Subcontractor				Martell	
Type of Work				Concrete	
Subcontract Price				185,936	
Amount Uncompleted				185,936	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted				261,436	

PUBLIC BUILDING COMMISSION OF CHICAGO

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	DuPage College	IDOT 73	KK River	EPA		
Contract With	K Keup	IDOT	EPA	CH2M Hill		
Estimated Completion Date	4/2010	1/2011	3/2010	3/2010		
Total Contract Price	239,000	425,877	284,844	290,850		21,447,337
Uncompleted Dollar Value if Firm Is the GC		421,860				950,241
Uncompleted Dollar Value if Firm Is a Subcontractor	53,202		4,693	1,108		1,502,493
	TOTAL VALUE OF ALL WORK					2,452,734

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Earth Retention/Shafts/Piers	53,202					152,130
Marine Construction			4,693	1,108		1,510,117
Highways		421,860				790,487
TOTALS	431,526	536,815	873,345	611,048		2,452,734

PUBLIC BUILDING COMMISSION OF CHICAGO

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	EPA	MMSD	KK River	Senser		
Contract With	CH2M Hill	Shea/Kenny	EPA	Senser		
Estimated Completion Date	4/2010	5/2010	6/2010	3/2010		
Total Contract Price	340,000	247,491	1,239,866	617,290		23,891,984
Uncompleted Dollar Value if Firm is the GC				13,516		963,757
Uncompleted Dollar Value if Firm is a Subcontractor	51,483	63,402	285,859			1,903,237
TOTAL VALUE OF ALL WORK						2,866,994

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	Lavin	KK River	Glenview	CTA		
Contract With	Lavin	EPA	Pepper	FH Paschen		
Estimated Completion Date	7/2010	6/2010	7/2010	12/2010		
Total Contract Price	335,000	1,029,711	139,000	267,394		25,663,089
Uncompleted Dollar Value If Firm is the GC	305,316					1,269,073
Uncompleted Dollar Value If Firm is a Subcontractor		312,248	130,221	267,394		2,613,100
TOTAL VALUE OF ALL WORK						3,882,173

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Earth Retention/Shafts/Piers	305,316		130,221			587,667
Marine Construction		312,248		267,394		2,504,019
Highways						790,487
TOTALS	788,325	912,465	1,289,425	891,958		3,882,173

PUBLIC BUILDING COMMISSION OF CHICAGO

C. Work Subcontracted to Others

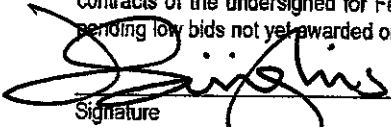
List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted,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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Joseph Sirvinskis

Name (Type or Print)

Edward E. Gillen Company

Bidder Name

218 West Becher Street

Address

Milwaukee WI 53207

City State Zip

February 22, 2010

Date

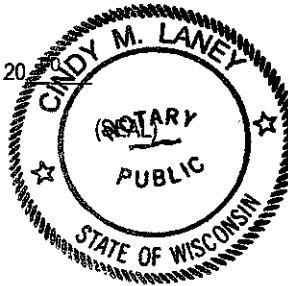
Vice President

Title

Subscribed and sworn to before me
this 22nd day of February 2010


Notary Public

Commission expires: April 21, 2013



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	Egg Harbor				None	
Contract With	City of Egg Harbor, Wisconsin					
Estimated Completion Date	5/01/2014					
Total Contract Price	\$1,070,350					\$1,070,350
Uncompleted Dollar Value if Firm is the GC	\$1,070,350					\$1,070,350
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1502

31st STREET HARBOR-COASTAL

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
TOTALS	0	0	0	0	0	0

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Cummings Electric				
Type of Work	Electric				
Subcontract Price	\$196,000				
Amount Uncompleted	\$196,000				
Subcontractor	Eagle Mechanical				
Type of Work	Plumbing				
Subcontract Price	\$46,000				
Amount Uncompleted	\$46,000				
Subcontractor	Shoremaster				
Type of Work	Docks				
Subcontract Price	\$390,000				
Amount Uncompleted	\$390,000				
Subcontractor	Shoremaster				
Type of Work	Dock Install				
Subcontract Price	\$69,000				
Amount Uncompleted	\$69,000				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	\$1,070,350				

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502
31st STREET HARBOR-COASTAL

Affidavit of Uncompleted Work (continued)

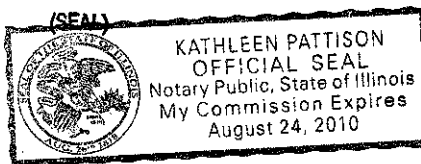
I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion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

Mark D. Ellerbrock
Signature
Date March 3, 2010
Name (Type or Print) Mark D. Ellerbrock Title Vice President
Skipper Marine Development, inc.
Bidder Name
215 Northpoint Drive
Address
Winthrop Harbor IL 60096
City State Zip

Subscribed and sworn to before me
this 3rd day of March, 2010

Kathleen Pattison
Notary Public

Commission expires: August 24, 2010



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

	1	2	3	4	Awards Pending	TOTALS
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
TOTALS						

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

Affidavit of Uncompleted Work (continued)

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

Signature

Date

Name (Type or Print)

Title

Bidder Name

Address

City State Zip

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

Notary Public

(SEAL)

Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1502R
 31st STREET HARBOR-COASTAL (REBID)

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 Paschen Gillen Skipper Marine Joint Venture

Submitted By Robert F. Zitek

Title Representative, Management Committee for Joint Venture

Permanent Main Office Address 8725 W. Higgins Rd., Suite 200, Chicago, Illinois 60631

Local Address _____

Local Telephone No. and FAX No. 773-444-3474 / 773-693-0064

How many years operating as contractor for work of this nature? <1

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.				
2.	See Individual Page 35 Submitted for Each Venturer			
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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 F.H. Paschen, S.N. Nielsen & Associates LLC

Submitted By Robert F. Zitek

Title Agent

Permanent Main Office Address 8725 W. Higgins Rd., Suite 200, Chicago, Illinois 60631

Local Address _____

Local Telephone No. and FAX No. 773-444-3474 / 773-693-0064

How many years operating as contractor for work of this nature? 32

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	ISTHA/Downers Grove	\$21,543,126	2005	I-294 Road & Bridge Widening
2.	Chgo. Dept. of Aviation/Chicago	\$71,215,682	2005	Midway Airport Parking Structure
3.	Chgo. Dept. of General Services	\$ 3,747,987	2005	Marine Safety Station
4.	Chgo. Dept. of Transportation	\$ 4,339,000	2008	Monroe Street Bridge House Rehab
5.	Chgo. Dept. of Water Management	\$13,290,926	2009	Jardine WTP South Road Rehab
6.	Chgo. Dept. of Transportation	\$17,392,919	2008	US Rt. 41 Relocation Harbor to 79th
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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 Edward E. Gillen Company

Submitted By Joseph Sirvinskis

Title Vice President

Permanent Main Office Address 218 W. Becher St., Milwaukee, WI 53207

Local Address _____

Local Telephone No. and FAX No. 414-769-3120 / 414-769-3135

How many years operating as contractor for work of this nature? 116

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Elm Road Generating Station, WI	\$32,737,366	2009	Near Shore Coastal Work
2.	Lake Michigan Estates, IL	\$15,508,217	97-08	Estate Coastal Improvements
3.	Hammond Marina, IN	\$ 9,486,754	1991	Breakwater
4.	McKinley Marina, Milwaukee, WI	\$ 5,313,216	2003	Floating Pier Marina
5.	31st Street Beach Stabilization, IL	\$ 5,084,087	2000	Shore Protection
6.	Calumet Harbor, Calumet, IL	\$ 3,411,071	1989	Breakwater
7.	Lake Forest Park, IL	\$ 3,238,243	1987	Stone & Sheet Piling
8.	Harley Davidson, WI	\$3,062,847	2007	Steel Sheet Pile Dockwall

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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 Skipper Marine Development, Inc

Submitted By Mark D. Ellerbrock

Title Vice President

Permanent Main Office Address 215 North Point Drive, Winthrop Harbor, IL 60096

Local Address _____

Local Telephone No. and FAX No. 847-872-0292 / 847-872-2072

How many years operating as contractor for work of this nature? 23

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Waukegan Harbor, Waukegan, IL	\$6,800,000	2009	Dockage & Fueling
2.	McKinley Marina, Milwaukee, WI	\$12,500,000	2006	Dockage & Anchoring
3.	Scorpion Bay, Peoria, AZ	\$15,500,000	2008	Dockage, Building Excavation
4.	Delprado Boat Club, Cape Coral, FL	\$ 4,100,000	2007	Dry-stack Marina
5.	Dubuque Yacht Basin, Dubuque, IA	\$ 2,706,000	2006	Docks, Travel-Lift
6.	Quarterdeck Marina, Sturgeon Bay, WI	\$ 8,950,000	2003	Docks, Fueling, Buildings
7.	Marquee Marina, Moline, IL	\$1,400,000	2009	Covered Docks
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

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

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

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

- (a) Firm Name Paschen Gillen Skipper Marine Joint Venture
- (b) Official Address 8725 W. Higgins Rd., Suite 200, Chicago, IL 60631
- (c) Names of all Partners: F.H. Paschen, S.N. Nielsen & associates LLC
Edward E. Gillen Company
Skipper Marine Development, Inc.

If submitted by an individual:

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

Robert F. Zitek
Signature of Affiant - Robert F. Zitek, Representative, Management Committee for Joint Venture

Subscribed and sworn to before me this 3rd day of March 2010

Kathleen Pattison
Notary Public
My Commission expires: August 24, 2010

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1502R

31st STREET HARBOR-COASTAL (REBID)

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 1st low and the apparent 2nd 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 1st and 2nd 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 No. 1502R

Description of goods or services to be provided under Contract
31st Street Harbor - Coastal - REBID

2. Name of Contractor: Paschen Gillen Skipper Marine Joint Venture
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. 1502R
31st STREET HARBOR-COASTAL (REBID)

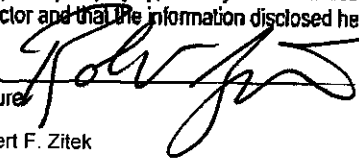
Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
West Fuels, Inc.	7340 W Hamison, Forest Park, IL 60130	Supplier (WBE)	\$ 80,000 Estimated
Atrium, Inc.	17113 W. Davey Rd., Lemont, IL 60439	Sub-Contractor (WBE)	\$ 20,000 Estimated
Royal Crane Service, Inc.	PO Box 1858, Bridgeview, IL 60455	Supplier (MBE)	\$400,000 Estimated
Industrial Fence, Inc.	1300 S. Kilbourn, Chicago, IL 60641	Sub-Contractor (MBE)	\$ 55,000 Estimated
E. King Construction Co., Inc.	3865 W. Columbus, Chicago, IL 60652	Sub-Contractor (MBE)	\$ 25,000 Estimated

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. 1502R
31st STREET HARBOR-COASTAL (REBID)

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



Signature
Robert F. Zitek

Name (Type or Print)

Date
March 3, 2010

Representative

Title

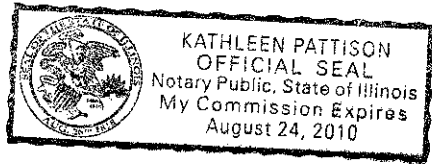
Subscribed and sworn to before me
this 3rd day of March, 20 10



Notary Public

(SEAL)

Commission expires: August 24, 2010



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1502R

PERFORMANCE AND PAYMENT BOND

Contract No. 1502R

Bond No. 929503053/6678134/8971635

KNOW ALL MEN BY THESE PRESENTS, that we, Paschen, Gillen Skipper Marine Joint Venture, organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and Continental Casualty Company & Safeco Insurance Company of America & Fidelity and Deposit Company of Maryland

a corporation organized and existing under the laws of the State of IL/VA/MD, with offices in the State of IL/VA/MD as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Thirty Million Three Hundred Sixteen Thousand Six Hundred Fifty Dollars and No Cents (\$30,316,650.00) 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 April 13, 2010, for the fabrication, delivery, performance and installation of

31st Street Harbor-Coastal (Re-Bid)
3155 S. Lake Shore Drive
Chicago, IL
New Construction

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 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1502R

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 Thirty Million Three Hundred Sixteen Thousand Six Hundred Fifty Dollars and No Cents (\$30,316,650.00) 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. 1502R

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

Paschen Gillen Skipper Marine Joint Venture
Name

8725 W. Higgins Road, Suite 200
Business Address

Chicago, Illinois 60631
City State

CORPORATE SEAL

ATTEST:

BY C.M. Laney

Secretary C.M. Laney
Title

BY Edward E. Gillen Co.

Business Address & Telephone
218 W. Becher St.
Milwaukee WI 53207
414-769-3120

ATTEST:

BY Ronald P. Theison

Asst Secretary Ronald P. Theison
Title

BY Skipper Marine Development, Inc.

Business Address & Telephone
215 North Saint St.
Westport Harbor, IL 60091
847-872-0292

* Safeco Insurance Company of America &
Fidelity and Deposit Company of America

FH Paschen, S.N. Nielsen & Assoc, LLC
Corporate Principal

BY Robert F. Zitek
President Agent
Title

Continental Casualty Company *
Corporate Surety

BY Adrienne C. Stevenson
Title Adrienne C. Stevenson, Attorney-In-Fact
CORPORATE SEAL

Edward E. Gillen Company
Corporate Principal

BY Joseph Sirvinskis
President
Title

VICE -

Fidelity and Deposit Company of Maryland
Corporate Surety

BY Adrienne C. Stevenson
Title Adrienne C. Stevenson, Attorney-In-Fact
CORPORATE SEAL

Skipper Marine Development
Corporate Principal

BY Mark Ellerbrock
President
Title

VICE -

Continental Casualty Company *
Corporate Surety

BY Adrienne C. Stevenson
Title Adrienne C. Stevenson, Attorney-In-Fact
CORPORATE SEAL

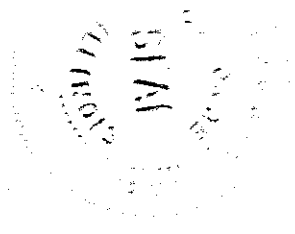
ATTEST:

BY *Carol M. Einfalt*
Carol M. Einfalt

Secretary
Title

BY F.H. Paschen, S.N. Nielsen & Associates LLC

Business Address & Telephone
8725 W. Higgins Rd., Suite 200
Chicago, Illinois 60631 773-444-3474



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1502R

FOR CLAIMS (Please Print):

Contact Name: Andrea Warning

Business Address: 333 S. Wabash Avenue, Chicago, IL 60604

Telephone: (630) 719-3100 Fax: (630) 719-3305

The rate of premium of this Bond is \$ Various per thousand. **
Total amount of premium charged is \$ 154,979.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1502R

BOND APPROVAL

BY

Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Carol M. Einfalt, certify that I am the _____ Secretary of FH Paschen, S.N. Nielsen & Associates, LLC corporation, named as Principal in the foregoing performance and payment bond, that Robert F. Zitek who signed on behalf of the Principal was then ~~President~~ Agent 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 19 day of April 2010.

CORPORATE SEAL

CERTIFICATE AS TO CORPORATE SEAL

I, C.M. Laney, certify that I am the Corporate Secretary of Edward E. Gillen Company corporation named as Principal in the foregoing performance and payment bond, that Joseph Sirvinskis who signed on behalf of the Principal was then ^{Vice} ~~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 20th day of April 2010.

CORPORATE SEAL

CERTIFICATE AS TO CORPORATE SEAL

I, Ronald P. Thieson, certify that I am the Asst. Secretary of Skipper Marine Development corporation named as Principal in the foregoing performance and payment bond, that MARK SHERBROOK who signed on behalf of the Principal was then ^{Vice} ~~President~~ of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 20 day of April 2010.

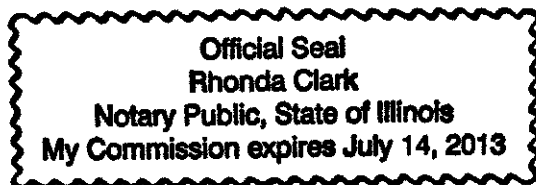
CORPORATE SEAL

**STATE OF ILLINOIS
COUNTY OF COOK**

On this 19th day of April, 2010, before me
personally came Adrienne C. Stevenson to
me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Continental Casualty Company & Safeco Insurance
Company of America & Fidelity and Deposit Company of Maryland

the Corporation described in and which executed the foregoing instrument;
that he/she knows the seal of said Corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by authority
granted to him/her in accordance with the By-Laws of the said Corporation,
and that he/she signed his/her name thereto by like authority.



NOTARY PUBLIC

My Commission Expires

July 14, 2013

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

John K. Johnson, Adrienne C. Stevenson, Candace T. Stevenson, Duane C Trombetta, Patricia M. Stein, Individually

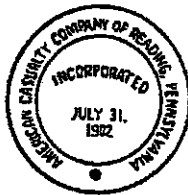
of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 14th day of September, 2009.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 14th day of September, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of April 2010.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."



POWER OF ATTORNEY

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

No. 2161

KNOW ALL BY THESE PRESENTS:

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

*****JOHN K. JOHNSON; PATRICIA M. STEIN; ADRIENNE C. STEVENSON; CANDACE T. STEVENSON; DUANE C. TROMBETTA; Chicago, 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

Dexter R. Legg, Secretary

T. Mikolajewski

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 19th day of April, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John K. JOHNSON, Duane C. TROMBETTA, Adrienne C. STEVENSON and Patricia M. SPEIN**, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John K. JOHNSON, Marcia A. RITTER, Patricia M. STEIN, Adreinne C. STEVENSON, dated May 17, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 31st day of January, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By: Frank E. Martin Jr. Vice President

State of Maryland }
City of Baltimore } ss:

On this 31st day of January, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

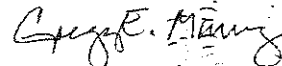
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

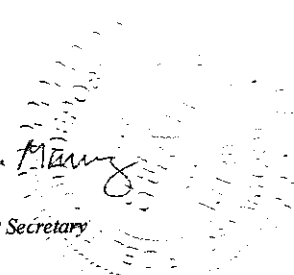
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 19th day of April, 2010.



Assistant Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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. N/A Schedule B – Affidavit of Joint Venture (if applicable)
8. X Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. N/A 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 on file with the Commission at the time of bid opening:

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

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EXHIBIT #1
Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

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 FNSHER	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
TUCK POINTER	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)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

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EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

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

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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; 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

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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, 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 Cretes 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;

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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 Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; 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.

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.

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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.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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.

ACORD®**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
03/26/2010**PRODUCER**Aon Risk Services Central, Inc.
200 E. Randolph, 12th Floor
Chicago, IL 60601 USA

1302

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

TELEPHONE # 312.381.5868 FAX # 312.381.0176

INSURERS AFFORDING COVERAGE

NAIC #

INSUREDPaschen Gillen Skipper Marine Joint Venture
Attn: Nick Bilski
8725 W. Higgins Rd.
Chicago, IL 60631

COMPANY A LETTER	Old Republic Insurance Company	24147
COMPANY a LETTER	Illinois National Insurance Company	23817
COMPANY c LETTER	Westchester Fire Insurance Company	21121
COMPANY d LETTER	Indian Harbor Insurance Company	36940

COVERAGES

SIR MAY APPLY

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

CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	A1DG96030900	10/01/09	10/01/10	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OPS AGGREGATE \$2,000,000 PERSONAL & ADVERTISING INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MEDICAL EXPENSE (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	A1CA96030900	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	23649439	10/01/09	10/01/10	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW.	A1DW96030900	10/01/09	10/01/10	STATUTORY LIMITS E.L. (Each accident) \$1,000,000 E.L. (Disease-policy limit) \$1,000,000 E.L. (Disease-each employee) \$1,000,000
D	OTHER: Contractor's Professional Indemnity and Pollution Liability Insurance	PEC0029223 Contractors Pollution Contractors Professional	10/01/09 10/01/09	10/01/10 10/01/10	Each Claim: \$5,000,000 Nose End't 01/23/02 Each Claim: \$5,000,000 Retro Date 01/23/05
C	Excess Liability (\$25,000,000 XS \$25,000,000)	G22045842004	10/01/09	10/01/10	Each Occurrence \$25,000,000 Aggregate \$25,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Job #: PBC Contract No 1502 31st Street Harbor Coastal Project 11120

If required by contract or written agreement, it is agreed that Public Building Commission, Chicago Park District, Metropolitan Water Reclamation District, Metropolitan Pier and Expansion Authority, Army Corp of Engineers, the City of Chicago and their respective board members, employees, elected officials, officers, or representatives are additional insured under Commercial General Liability Insurance, Business Auto Liability Insurance and Environmental Impairment Insurance., but solely in regard to work being performed by or on behalf of the insured in connection with the project described herein. If required by written contract or agreement, it is agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by the aforementioned additional insureds. If required by written contract or agreement, it is understood and agreed that the insurance carrier waives its rights of subrogation against the aforementioned additional insureds.

CERTIFICATE HOLDERPublic Building Commission
Richard J. Daley Center,
50 West Washington St. Room 200
Chicago, IL 60602**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

By: AON RISK SERVICES CENTRAL INC.

ACORD 25-S (2001/08)

© ACORD CORPORATION 1988

PRODUCER

Aon Risk Services Central, Inc.
200 E. Randolph, 12th Floor
Chicago, IL 60601 USA

TELEPHONE # 312.381.5868 FAX # 312.381.0176

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

Paschen Gillen Skipper Marine Joint Venture
Attn: Nick Bilski
8725 W. Higgins Rd.
Chicago, IL 60631

INSURERS AFFORDING COVERAGE

NAIC #

COMPANY A Liberty Mutual Insurance Company

23043

COMPANY B LETTER

COMPANY C LETTER

COMPANY D LETTER

COVERAGES

SIR MAY APPLY

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

CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION				GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW.				STATUTORY LIMITS E.L. (Each accident) E.L. (Disease-policy limit) E.L. (Disease-each employee)
A	OTHER: Protection and Indemnity	TBD	TBD	TBD	Limit of Liability \$5,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

RE: PBC Contract No 1502 31st Street Harbor Coastal Project 11120

If required by contract or written agreement, it is agreed that The Public Building Commission, Chicago Park District, Metropolitan Water Reclamation District, Metropolitan Pier and Exposition Authority, Army Corp of Engineers, and City of Chicago are additional insured. If required by written contract or agreement, it is understood and agreed that the insurance carrier waives its rights of subrogation against the aforementioned additional insureds.

CERTIFICATE HOLDER

Public Building Commission of Chicago
Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

By: AON RISK SERVICES CENTRAL INC.

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/19/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Scheers Commercial Lines HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559		PHONE (A/C, No, Ext): 630 468-5600	COMPANY Hanover Insurance Company 440 Lincoln Street NP-215 Worcester, MA 01653	
FAX (A/C, No): 630-468-5696	E-MAIL ADDRESS: richard.scheer@hubinternational.com			SUB CODE:
AGENCY CUSTOMER ID #: 69945		LOAN NUMBER	POLICY NUMBER TBD	
INSURED Paschen Gillen Skipper Marine Joint Venture 8725 W. Higgins Rd, Ste. 200 Chicago, IL 60631		EFFECTIVE DATE	EXPRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED: Eff. Date Pending Notice To Proceed				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
31st Street Harbor-Coastal
3155 S. Lake Shore Drive, Chicago, IL
Contract No. 1502
Project #11120

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 EVIDENCE OF PROPERTY INSURANCE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Effective Date Pending Notice To Proceed	30316650	10000


REMARKS (Including Special Conditions)

The Public Building Commission, Chicago Park District, and City of Chicago are named as additional insureds and loss payees.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Public Building Commission Attn: Procurement Department Richard J. Daley Center 50 West Washington St., Room 200 Chicago, IL 60602	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

EXHIBIT #2 INSURANCE REQUIREMENTS

31st Street Harbor Coastal
Contract Number 1502

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 its Kotecki rights. Long Shore and Harbor Workers coverage must be included if applicable

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence, with per project aggregate, insuring claims for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (maintained for a minimum of two (2) years following project completion), explosion, collapse, underground hazards, separation of insured, defense outside the limit of liability, and contractual liability, with no limitation endorsement. The Public Building Commission, Chicago Park District, Army Corp of Engineers and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 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, Army Corp of Engineers and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District, Army Corp of Engineers and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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 damage including overflow, leakage, sewer backup, or seepage, debris removal, scaffolding, false work, fences, temporary structures, damage from faulty workmanship or materials, and coverage for equipment stored off site or in transit. The Contractor may provide a "stated value" policy with a limit of liability equal to the value under the agreement that has an exposure which would be insured under a traditional all risk builder's risk policy form. The determination of exposure is that of the Contractor and not the PBC"

The Public Building Commission, Chicago Park District, and City of Chicago must 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. Marine Protection & Indemnity

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$10,000,000. Coverage must include property damage and bodily injury to third parties, pollution liability, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The Public Building Commission, Chicago Park District, Army Corp. of Engineers and the City of Chicago are to be named as additional insureds.

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

B. ADDITIONAL REQUIREMENTS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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

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.

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.

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

The Contractor waives and agrees to cause all their 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 will 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.

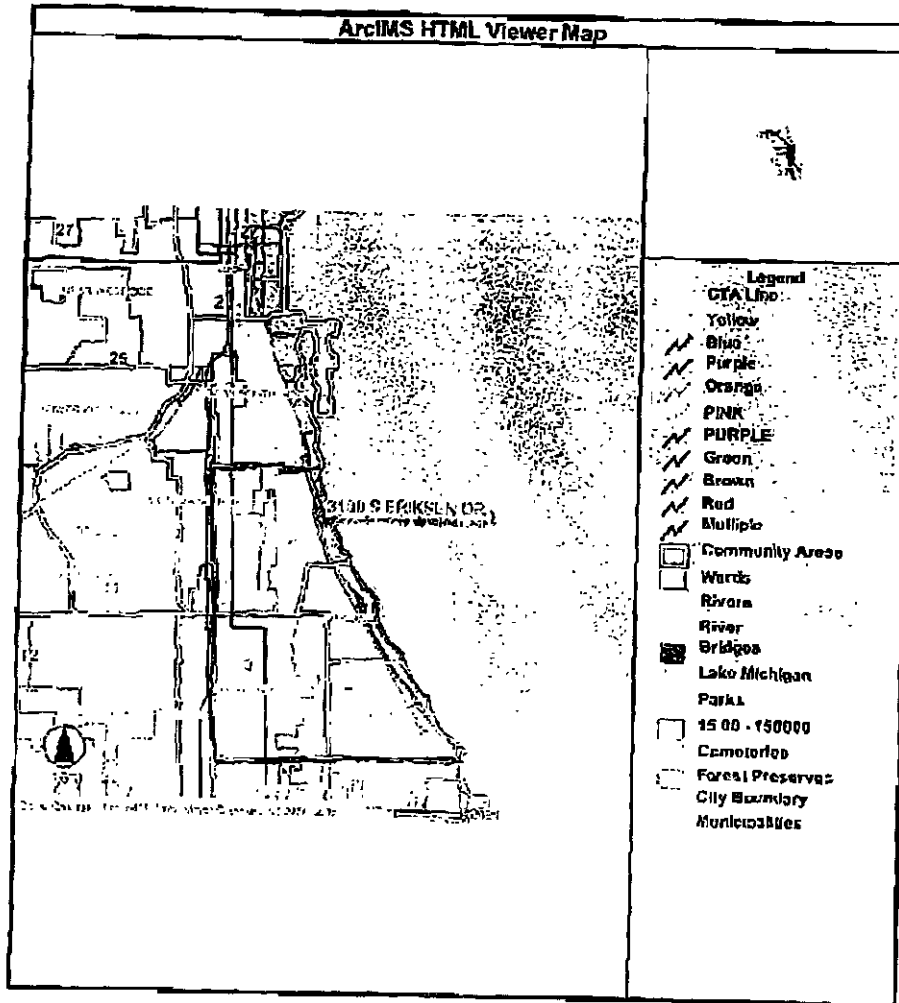
PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1502R
31st STREET HARBOR-COASTAL (REBID)

EXHIBIT # 3 COMMUNITY AREA MAP
DOUGLAS, OAKLAND, GRAND BOULEVARD AND KENWOOD

Map Output

Page 1 of 1

EXHIBIT#3 COMMUNITY AREA MAP: DOUGLAS, OAKLAND, GRAND BOULEVARD AND KENWOOD



http://maps.cityofchicago.org/service/com.esri/arcmap?appid=31stmap&ServiceName=public_ove... 9/14/2009

EXHIBIT #4 DISCLOSURE AFFIDAVIT

AUGUST 2009 (REV 1)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

All Venturers Have a Current Version of this
Disclosure Affidavit on File with the Commission

DISCLOSURE AFFIDAVIT

Name: _____

Address: _____

Telephone No.: _____

Federal Employer I.D. #: _____ 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 _____, as _____
(Name) (Title)

and on behalf of _____
("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 LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1502R
 31st STREET HARBOR-COASTAL (REBID)

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

a. State of Incorporation or organization _____

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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1502R
 31st STREET HARBOR-COASTAL (REBID)

SECTION 2. PARTNERSHIPS

- 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

- 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)

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1502R
 31st STREET HARBOR-COASTAL (REBID)

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

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

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1502R
31st STREET HARBOR-COASTAL (REBID)

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. Bribe¹ 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-rigging² 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.³
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-rotating⁴ 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;

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- 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

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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.

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.

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.

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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.
- _____
- _____

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 Restrictions, (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:

(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.

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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

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer or Contractor)

Notary Public Signature and Seal

COPY

**JOINT VENTURE AGREEMENT
BETWEEN
F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC
AND
EDWARD E. GILLEN CO.
AND
SKIPPER MARINE DEVELOPMENT**

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is executed this 15 day of September, 2009, between F.H. Paschen, S.N. Nielsen & Associates., LLC ("FHP"), an Illinois Limited Liability Company, having its principal place of business at 8725 West Higgins Road, Suite 200, Chicago, Illinois 60631 and Edward E. Gillen Co. ("EGC"), a Wisconsin Limited Liability Company, having its principal place of business at 218 Becher, Milwaukee, Wisconsin 53207 and Skipper Marine Development ("SMD"), an Illinois Corporation, having its principal place of business at 215 North Point Drive, Winthrop Harbor, Illinois 60096, collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, the Parties desire to associate with one another as joint venturers for the purpose of submitting a bid to the Public Building Commission of Chicago "(PBC)" for award of the Project known as the Gateway and 31st Street Harbor Construction Work ("Project"); Specifically- Gateway Harbor, 31st Street Harbor (Landside Marina Project) and 31st Street Harbor (Coastal Project);, and

WHEREAS, if the Parties' bid is accepted by PBC, the Parties also desire to enter into a Contract with PBC as a Joint Venture to construct the Project pursuant to the terms of the PBC Contract; and

WHEREAS, in connection with the bid, and the Contract, if the bid is accepted by PBC, the Parties hereto desire to describe, define and agree upon their respective duties, rights, interests, and obligations as between themselves.

NOW THEREFORE, in consideration of the mutual promises and agreements herein given to one another, the Parties forming this Joint Venture agree as follows:

- 1. Formation, Purpose and Scope:** The Parties hereto associate themselves as a Joint Venture for the sole and limited purpose of preparing and submitting one bid for award of the Project Contract and for executing, carrying out and performing the Contract to be entered into with the Owner, PBC, if so awarded. The Joint Venture is limited to the bid and Contract work for the Project, and the respective Parties to this Agreement may otherwise carry on its separate business for its sole benefit.
- 2. Name and Location:** The name of the Joint Venture shall be "Paschen Gillen Skipper Marine Joint Venture" (hereinafter the "Joint Venture") and the initial principal place of business of the Joint Venture shall be 8725 West Higgins Road, Suite 200, Chicago, Illinois 60631 subject to relocation at the sole discretion of the Managing Party (as designated herein).
- 3. Relationship of the Parties:** Nothing contained in this Agreement shall be construed to create a partnership between the parties or give rise to any agency

relationship other than as specifically set forth in this Agreement. The Parties hereto shall be joint venturers only with respect to preparation and submission of the bid and the performance of the Contract, and nothing contained in this Agreement shall render any Party liable for any debts or obligations of the other unrelated to the Joint Venture.

3.1 Interest of the Parties. The interests and shares of the Joint Venturers in and to the assets and property of the Joint Venture, any revenues, profits, losses and tax benefits which may be derived from the performance of the Contract and the obligations and liabilities of each of the Joint Venturers as among themselves in connection with the Contract, and with respect to any and all liabilities in connection therewith, shall be in the following proportions as defined in the attached Schedule A (FHP) and Schedule B (EGC) and Schedule C (SMD);

For Joint Venture Management purposes only - the following percentages apply:

FHP	51 %
EGC	30 %
SMD	19%

FHP shall be the "Managing Venturer" as the term is used herein.

4. Best Efforts: Each Party hereto shall use its best efforts to carry out the purposes of this Agreement, to cooperate with the other Party fully and to attend all meetings of the Joint Venture and Management Committee to the end that the business affairs of the Joint Venture shall be conducted in an orderly and businesslike manner. In no event shall the existence of any dispute excuse either party from the full and faithful performance of this Agreement.

5. Pre-Bid, Pre-Award and Initial Award Considerations:

5.1 The Parties agree to jointly prepare and submit a bid to PBC's specifications in an amount and on terms mutually agreeable to the Parties prior to its submission. Should the Parties fail to agree as to the terms and conditions of the bid the Joint Venture and this Agreement shall terminate, subject to the rights and obligations to the Parties which have accrued prior to such termination.

5.2 At any time prior to the actual submission of the bid to PBC, either Party may withdraw and be under no further obligation hereunder. Upon the withdrawal by one Party, the other Parties may submit a Project bid alone, or in conjunction with another third party, without any obligation to the withdrawing Party.

5.3 Any negotiations between the Parties and PBC or between the Parties and the sureties, if any, subsequent to the submission of the bid, but prior to the award, shall be conducted by the Parties jointly.

5.4 All costs in connection with the bidding up to the date of the award of the Contract shall be the sole cost and expense of the Party incurring same and shall not be considered a cost of the work pursuant to the PBC Contract or an obligation of the Joint Venture.

5.5 The Joint Venture Agreement shall be null and void if the Joint Venture is not awarded the Project Contract by PBC subject only to any costs and expenses jointly incurred by the Parties hereto.

5.6 If awarded the Contract the Parties shall jointly and severally execute the Contract and all bonds which may be required by the Contract and shall cause the execution and delivery of corporate indemnity agreements as required by any surety.

6. **Proportionate Share:** Except as otherwise specifically provided herein, as between the Parties hereto, FHP shall undertake and be fully responsible to the other Joint Venture Parties for the performance of the work described in Schedule A and EGC shall undertake and be fully responsible to the other Joint Venture Party for the work described in Schedule B and SMD shall undertake and be fully responsible to the other Joint Venture Party for the work described in Schedule C and FHP and shall respectively be paid for the work performed by it by the Joint Venture, as determined and approved by PBC, and for the line items stated in Schedules A, B, C attached hereto. Thus, the Parties further agree that FHP's, EGC's and SMD's respective shares in and to the Contract hereunder, any and all cash, monies, properties, equipment and assets of any kind or nature as well as in and to all obligations, responsibilities, losses and liabilities of any kind and nature shall be according to the attached Schedule A (FHP) and Schedule B (EGC) and Schedule C (SMD).

7. **Indemnification:**

7.1 Each Party, moreover, hereby indemnifies the other against any uninsured loss or liability exceeding the proportions contained in Paragraph Six by reason of any liability incurred or loss sustained by reason of or in connection with the execution of or performance under the Contract or by reason of the execution of any surety, construction bonds or indemnity agreements executed in connection with the Project.

7.2 Each Party agrees to indemnify, defend and hold harmless the Joint Venture and the other Parties from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising from or attributable to performance of work by said Parties on the Project to the extent such are caused in whole or in part by any negligent act or omission of said Parties, anyone directly or indirectly employed by said Parties or anyone for whose acts said Parties may be liable, regardless of whether such claims, damages, losses and expenses are caused in part by the other Party indemnified hereunder.

7.3 Notwithstanding the foregoing, neither Parties shall be entitled to

indemnification from the others for the Wrongful Actions, negligence or intentional misconduct of the said Parties. Wrongful Actions shall mean actions that constitute fraud, bad faith, willful violation of this Agreement or willful violation of law.

8. **Not Used**

9. **Insurance:**

9.1 The responsibility for obtaining, and paying all attributable costs for same, in regards to all required and necessary Contract insurance shall be borne by the Joint Venture and each Party hereto as provided and listed on the attached Schedule D.

9.2 As applicable, the Parties hereto shall name as an "additional insured" the other Parties hereto, including the Joint Venture, and PBC (as required by the Contract) on all insurance required as provided in Schedule D.

9.3 All insurers contemplated in Subsection 9.1 and on the attached Schedule D shall be required to waive all rights of subrogation against any or all of the Parties hereto including the Joint Venture, or their officers, employees, representatives, agents, parents, subsidiaries, affiliates or surety company or companies.

10. **Bank Account; Working Capital:**

10.1 A bank account shall be opened at a bank in the name of the Joint Venture and in which all of the funds advanced for the performance of the Contract as well as the funds received on account of the Contract shall be deposited. Signature requirements, deposits and withdrawals shall be made in respect to the bank account in such manner and in such form as the Parties may from time to time direct, or as provided herein.

10.2 Within five (5) business days after the award of the Contract by PBC to the Joint Venture each of the Parties shall advance and pay into the Joint Venture bank account One Thousand & 00/00 dollars (\$1,000.00).

10.3 Any working capital requirement(s) in addition to the initial working capital deposit shall be determined by the Management Committee appointed in accordance with Paragraph 12 herein and, if required, the additional working capital shall be deposited by the Parties in their respective required shares within fifteen (15) business days after notice thereof.

10.4 Should either Party be unable to or fail to or neglect to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other Party may, but shall not be required, to advance the

deficiency or any part thereof. Should the other Party advance such sum, that Party shall be entitled to a proportionately larger share of the profits of the Joint Venture, so that any profits shall be divided between the Parties in the proportion in which they advance working capital, even though, at a later date, the Party in default shall offer to make good or shall make good its default in advancing working capital. The Party failing to advance its share of working capital, however, shall not be relieved of its obligations to share any loss arising from the Joint Venture.

10.5 All working capital advanced shall be repaid to the Party advancing the same prior to the distribution of any profits. No part of any working capital advanced to the Joint Venture shall be returned to either Party prior to the completion of the Project except as may otherwise be mutually agreed upon by the Management Committee.

11. Management Committee

11.1 All affairs (including the amount, manner, and timing of payments, need for capital, reserves, and contributions) of the Joint Venture, as well as the determination of all policies connected with the purposes thereof, including, but not limited to, those involving the performance of the Contract, and of a contractual nature with PBC, or with third parties, shall be under the supervision of the Management Committee (the "Committee") consisting of three members; one member (and an alternate) duly authorized, selected and appointed by FHP and one member (and an alternate) duly authorized, selected and appointed by EGC and one member (and an alternate) duly authorized, selected and appointed by EGC. Except as may be provided to the contrary, the Joint Venture shall be authorized to execute and deliver all legal and financial documents necessary to fulfill the purposes of this Joint Venture. However, the day to day business decisions relating to the transacting of the work and the financial business of the Joint Venture are delegated to the Managing Party.

11.2 Upon the execution of this Agreement, the Committee shall consist of the following persons:

Robert F. Zitek, FHP

James V. Blair, FHP Alternate

Joseph Sirvinskis, EGC

Richard Zirbel, EGC Alternate

Mark Ellerbrock, SMD

Robert Raschlager, SMD Alternate

11.3 Each member of the Committee shall have one (1) vote with respect to all matters which come before the Committee and a quorum shall be comprised of three members. All decisions, determinations, approvals, consents or other actions shall be determined by vote of the Committee but in the event of disagreement, by the vote of the Managing Party, FHP, unless otherwise expressly provided in this Agreement.

11.4 Either Party may at any time and from time to time change its representative(s) by filing with the other a written notice of a duly executed appointment of a new representative, but until the appointment and filing of the notice, the actions of the representative shall be conclusively binding on the respective Party.

11.5 The Committee shall meet from time to time, as required, to act on necessary matters pertaining to the Project. All meetings shall be held at the offices of the Joint Venture or at the jobsite.

12. Managing Party, Books:

12.1 The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the charge and control of the Managing Party, subject to the controlling authority of the Management Committee as provided herein.

12.2 The Managing Party of this Joint Venture is hereby designated to be F.H. Paschen, S.N. Nielsen & Associates, LLC. No Management Fee shall be paid to the Managing Party.

12.3 The Managing Party shall have the power: (a) to do or provide for the doing of all those acts or things necessary, or by it deemed necessary or desirable, in and about the performance of the Contract, and in and about the proper conduct of the Joint Venture created hereby; (b) to request the Parties to advance working capital as provided herein; (c) to receive all funds accruing to the Joint Venture, to deposit Joint Venture funds into the bank and to cause the same to be withdrawn with such joint signatories as the parties hereto may agree upon; (d) to negotiate and bind the Parties to such supplemental agreements, stipulations or adjustments with the Owner concerning the Joint Venture and the Contract; (e) to negotiate and bind the Joint Venture in relation to any lessening, enlargement, alteration or modification of the nature, scope and extent of the work to be performed under the Contract, and to make or approve such adjustment of the Contract as it may believe desirable; (f) to execute and deliver purchase orders, rental agreements, subcontracts, and other agreements; and (g) to execute all Project documents except as otherwise provided herein.

12.4 Separate books of account for the performance of the Contract and all matters pertaining to it shall be kept and maintained by the Managing Party at the main office of the Joint Venture. The books of account shall be maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied. Each Party shall have the right at all reasonable times during usual business hours to inspect at the Principal Office the books of account of the Joint Venture.

12.5 To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract pursuant to the provisions of the law or as required by the Owner's Contract, they shall be kept at such place or places as the Parties may from time to time determine, and the cost shall be borne equally by the Parties.

12.6 A yearly audit or review of the books shall be made by an independent firm of accountants or by such individuals as may be mutually agreed upon by the Parties, and a like audit shall be made upon completion of the Contract. At periods no less than once each month, statements, including a trial balance, balance sheet, and profit and loss statement shall be rendered to the Parties hereto, showing the condition of the affairs of this Joint Venture. The cost of any audits or reviews shall be a part of the construction cost of the Project. Upon completion of the Contract a true and correct accounting shall be had of all costs and expenses, and all accounts, vouchers, records, and data relating to the Contract and its performance.

13. Project Manager and Key Project Personnel:

13.1 **Project Manager:** Subject to Paragraphs 11 and 12, the general supervision and management for the work required by the Contract shall be under the general charge and control of the Project Manager. The Project Manager shall be appointed by the Managing Party and shall be given such powers, duties and responsibilities as may be required to enable him to properly perform the duties entrusted to him to the end that work may be performed properly and expeditiously. All determinations and actions by the Project Manager in any way connected with the prosecution and completion of the Contract shall be binding upon the Joint Venture and each Party thereto.

13.2 **Key Project Personnel:** Each Party shall make available to the Joint Venture key project personnel who shall not be withdrawn from the performance of the Contract without reasonable prior notice to the Project Manager and the Management Committee. Each Party will use its best efforts to replace personnel so withdrawn with personnel having like or greater experience and qualifications as the personnel so withdrawn.

14. Construction Costs; Payments:

14.1 Costs of construction shall consist of the costs to the Joint Venture of all subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, legal fees, audit costs, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of the Project of a nature which generally accepted accounting practices would be properly charged as a cost of the performance of the Project.

14.2 Payments received by the Joint Venture, for work performed pursuant to the Contract, shall be utilized, as determined by the Management Committee, to pay the progress payments due each Party for contract items performed by each of them pursuant to Schedules A and B and C respectively.

14.3 Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the respective Parties or for the time which may be expended in connection with the work by any of the Parties or their officers or employees, except as may be approved by the Parties and except as provided for by this Agreement.

14.4 Nothing herein shall be construed as prohibiting any of the Parties hereto from acting as subcontractors to the Joint Venture under a subcontract agreement or otherwise.

14.5 Equipment rented from either of the Parties shall be charged as a construction cost at the rates contained in the attached Schedule E.

14.6 Payment to any subcontractor, including any of the Parties hereto, shall be made only for work actually completed at the job site and or for materials received and accepted at the job site and upon receipt of the funds payable by the Owner. In no event shall any subcontract be made, or any payment be made to a Party hereto, which permits or involves payment in excess of monies actually received from the Owner for the work so performed, or materials so supplied, unless payment is required by law, or unless the Parties agree otherwise in writing.

14.7 It is agreed that each of the Parties shall respectively perform the specific items of Work contained in Schedules A (FHP) and B (EGC) and C (SMD), as set forth in this Joint Venture Agreement, and in so doing each Party shall utilize its own equipment and employees, purchase all materials and supplies, and pay all expenses and taxes incident to the performance of its portion of the Work as reflected in their respective Schedules. Except as may be set forth herein, each Party will pay all its own insurance as reflected in Schedule D, payroll, taxes and charges such as Worker's Compensation, Social Security and Unemployment Compensation, and comprehensive

automobile liability insurance on its own payroll. Consistent with the terms of this Agreement, all the above stated costs and expenses, including, without limitation, Worker's Compensation and Unemployment Compensation charges, shall be reimbursed by the Joint Venture to the respective Parties at the unit prices stated in Schedules A and B and C, which contain, without limitation, the Party's respective labor costs and expenses.

14.8 It is further agreed between the Parties hereto that certain items of the Contract work or materials, may be subcontracted in compliance with the rules and regulations of the Owner. Any requests to subcontract such Work shall be submitted in the name of The Joint Venture for approval of the Owner, if necessary. If any Party should, as agent for the Joint Venture, subcontract any of the Contract work or materials which the Party individually has agreed to perform, any profit, gain, advantage, expense, liability or loss arising by reason of such subcontract will belong to or be borne by said subcontracting Party. Each Party shall pay from the funds distributed to it the amounts due subcontractors of the Joint Venture for work which is the responsibility of the Party who subcontracted the Contract work or materials.

15. Division and Distribution of Profits and Losses:

15.1 Upon the completion of the Project and after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of such a Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the Parties or which the Parties may reasonably anticipate will be brought against them; (e) reserves for contingencies, if any, that shall be determined by the Parties in their discretion to be necessary; and (f) all sums advanced by the Parties for working capital, any profits remaining resulting from the performance of the Contract, shall be distributed and divided between the parties in accordance with the profit attributable to each line item of work contained in each Party's respective Schedules attached hereto as Schedules A and B and C, if any. Any reserves when no longer required, or so much thereof as shall remain, shall be similarly distributed.

15.2 If the performance of the Contract results in a loss, the Parties shall be obligated for such loss in accordance with the loss attributable to each line item of work contained in each Party's respective Schedules attached hereto as Schedules A and B and C, if any. The proportionate liability of the Parties for losses shall continue with respect to any claims which at any time, either before or after completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing in connection with it.

15.3 Upon receipt of any Incentive Payment for Interim Completion resulting from the performance of the Contract shall be distributed and divided between the Parties in accordance with its proportionate interest in the Work as evidenced by the ratio of the Dollar Value of its share of the Line Item Work as established in Schedules A and B and C, to the entire Dollar Value of the Work covered by the original Contract.

15.4 Any Liquidated Damages charged for delay or otherwise resulting from the performance of the Contract, will be borne solely by the Party responsible for the liability accessed.

15.5 Any other Contract specific payment or penalty shall be distributed and divided between the Parties hereto as established in the attached Schedule F.

16. **Trust Funds:** All monies contributed by the Parties to this Joint Venture and all monies received as payments under the Contract or otherwise received shall be treated and regarded as, and are declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by Owner and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. The reserves shall likewise be treated as trust funds until they have served the purposes for which they were created.

17. **Limits of Joint Venture; Credit of Other Party:**

17.1 The relationship between the Parties shall be limited to the performance of the Contract in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purposes of carrying out the Contract. Nothing herein shall be construed to permit either Party to bid for or to undertake any other contracts for the other Party, or in any manner to limit either of the Parties in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability except that of performance of the terms, provisions and conditions of this Agreement.

17.2 Without the prior written consent of the other Party neither Party may:

- a. Borrow money in the name of the Joint Venture;
- b. Except as provided herein, compromise or release any claim belonging to or debt due the Joint Venture (except upon full payment), or arbitrate or consent to the arbitration of any claim, dispute or controversy against or involving the Joint Venture;

c. Except as provided herein, execute or deliver on behalf of the Joint Venture any indemnity or surety bond or guarantee, or in any manner cause the Joint Venture to become a surety, guarantor or accommodation party on any obligation whatsoever;

d. Except as provided herein, agree to any substantial modification of the Contract, except change orders affecting only the consenting party's portion of the Work;

e. Admit any additional person, firm or corporation to the Joint Venture;

f. Except as provided herein, commit the other Party(s) or the Joint Venture to any liability; and

g. None of the terms, covenants, obligations or rights contained in this Agreement is or shall be deemed to be for the benefit of any person or entity other than the Parties and the Joint Venture, and no such third person shall under any circumstances have any right to compel any actions by the Joint Venture, its Manager, its Management Committee or its Parties.

18. Claims Against A Party

18.1 The Parties agree to meet and negotiate in good faith toward the voluntary resolution of any disputes between them arising during construction and toward the adjustment and settlement of all accounts and incurred obligations to their mutual satisfaction upon completion of performance of the Contract.

18.2 The parties also agree that if the Contract contains a liquidated damages provision and that provision is invoked due to a delay or other problem caused by one Party hereto, the Party which caused such delay or problem shall be solely responsible for any liquidated damages so assessed.

19. Dispute Resolution: Other than as otherwise provided herein, the following dispute resolution process shall be the sole, exclusive process for the resolution of disputes between the Parties with respect to this Joint Venture or the interpretation of this Joint Venture Agreement.

19.1 If any disagreement shall arise among the Parties relating to this Agreement or the breach thereof which cannot be resolved by the Committee, the issues shall be presented for resolution by any Party to the president of each Party, or their successors or designees who shall also be executive officers in the corporate management of the respective

companies. In the event these officials are unable to resolve such disagreement within sixty (60) days following its presentation or specifically agree in writing to a longer period of time for their deliberation, any Party may submit the issue first to mediation and then to arbitration as provided below.

19.2. Whenever a disagreement is to be submitted to arbitration, the Party requesting such arbitration shall send a notice thereof in writing to the other Party(s). Matters submitted to arbitration shall be decided by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. The demand for arbitration will be filed at the AAA office serving the Project locale and with the other Parties.

19.3 Notwithstanding any provision(s) contained in this Agreement and any rule(s) of the American Arbitration Association which may provide or be construed to the contrary, the Parties hereto agree that the arbitrator(s) shall have no authority to determine and dispose of any claim and counterclaim, or any part(s) thereof, pursuant to motion(s) for summary adjudication or any other such "dispositive motion" procedure. The Parties also agree that all arbitrators shall be considered neutral and not Party arbitrators regardless of how selected or by whom appointed.

19.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, a person not a party to this Agreement without the written consent of the Parties and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein.

19.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The attorneys fees and costs of the Arbitration shall be borne in full for both parties by the non-prevailing party as determined by the decision of the Arbitrator.

19.6 The demand for mediation and arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event more than one hundred and twenty days such thereafter (120). In no event shall the request for mediation or the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

20. Events of Default; Remedies; Continuing Obligations:

20.1 **Events of Default:** Each of the following shall be deemed to be an event of default, "Event of Default" or "Event", under the terms of this Agreement. In determining the identity of the Party, "Defaulting Party", with respect to which such Event of Default has occurred the absence of specific identification of the Party with

respect to each such Event is so designated), the Event shall be deemed to apply to the individual Party (or, as applicable, Parties) as the work item giving rise to such Event. The following are deemed to be Events of Default hereunder.

- (a) The failure to provide any loan advance or working capital required by the Joint Venture as determined in accordance with this Agreement;
- (b) The failure or inability to provide any bond, letter of credit, certificate or other document as required by Owner (including the failure to continue, renew, extend or replace any such item) in effect throughout the duration of the Contract, or until otherwise excused, released or extinguished by Owner, and as applicable, the Non-Defaulting Party(s);
- (c) The failure to comply with work schedules/progress schedules as established by Owner or, as applicable, the Joint Venture;
- (d) The failure to commence or diligently prosecute work, to provide adequate personnel (including supervision), equipment, materials and supplies as required by the Contract or compliance with the same;
- (e) The failure to attend Project conferences or meetings with Owner (as required by it) and/or the Party, their respective subcontractors, suppliers, consultants, advisors or other associates;
- (f) The receipt by the Joint Venture of any notice or demand from Owner wherein Owner advises that work items of the Defaulting Party (or the Party who, pursuant to the Schedules attached hereto, is identified as having the responsibility for such work items) are incomplete, deficient, unacceptable, rejected, damaged or unapproved and have not been repaired, cured, replaced or otherwise remedied to an acceptable level within any applicable cure period required by Owner, or as applicable, a commercially reasonable period of time determined in accordance with the custom and practice of the road building and highway construction industry;
- (g) The Defaulting Party's failure to comply with written or oral directives of Owner resident engineers, field supervisors or other personnel having supervisory authority over such activities with respect to the Project;
- (h) The Defaulting Party's failure to pay any of its subcontractors, suppliers, material men, or other providers in accordance with the terms and provisions of any subcontract entered into between the Defaulting Party (whether alone, under its "prime subcontract", or on behalf of the Joint Venture) within the terms and provisions of such subcontract, or other agreement applicable to the provision of such labor, material or other work;
- (i) The filing of a claim for lien (or the commencement of a judicial or other proceeding to enforce such claim) by any subcontractor, supplier, material men of the Defaulting Party identified in the preceding subparagraph 8, pursuant to Chapter 82, Ill.

Rev. Stats., Section 23, and/or any claim or demand against any bond furnished by the Joint Venture or Party in connection with the Project which is filed pursuant to Chapter 30, Ill. Rev. Stats., Sections 15 and 16;

(j) The admission by such Defaulting Party that it is insolvent, unable to pay its obligations as they mature, unable to perform the work required of it in connection with the Project or otherwise admits and acknowledges that it is unable to cure any Event of Default previously identified herein within a time deemed to be commercially reasonable in the road building and highway construction industry and, in particular, as applied to the performance required under the Contract for the Project.

(k) The commencement of a proceeding in the nature of bankruptcy or reorganization (or the assignment for the benefit of creditors), whether voluntary or involuntary, which is not discharged within ten (10) business days after the commencement of such proceeding.

20.2 Remedies:

Upon the occurrence of any of the preceding Events of Default and which Event or Events, as applicable, are not cured within any period of time stated herein or within ten (10) business days after notice and demand for performance by Owner or any Non-Defaulting Party, then the remaining Party shall have the following rights and powers which may be exercised immediately by them to the exclusion of the Defaulting Party, subject only to written notice of such exercise being served upon the Defaulting Party:

(a) the rights to perform such acts, grant consents, make and implement decisions of every kind and nature with respect to the Project, the Contract, all subcontracts of the Joint Venture;

(b) the right to control the receipt, and the disbursement of all funds due or received in connection with or relating to the Project, including funds that may be due to subcontractors, material men, suppliers or other providers of goods and services to the Defaulting Party in connection with the Project;

(c) to prosecute, defend, make, compromise, arbitrate, settle, adjust and otherwise resolve any claims, demands, suits, proceedings or other matters arising out of, or as a result of such Event by the Defaulting Party, even though the Joint Venture interest of such Defaulting Party may be charged with the financial or other consequence thereof;

(d) to retain all funds due or which may become due to the Defaulting Party until the final accounting, winding-up and distribution of any known funds

of the Joint Venture in accordance with the terms of this Agreement, applicable statutory and decision and the law, notwithstanding that the Defaulting Party (or any person succeeding to its rights) might otherwise, but for such Event or Events, be able to request or require any payment due hereunder;

20.3 **Continuing Obligation:** Notwithstanding the foregoing, the Defaulting Party shall remain liable for its entire share of any losses, but shall be entitled to receive only the proportion of profits, if any, to which it would otherwise be entitled as the dollar value of the work completed at the time of the happening of any of the above described Events bears to the dollar value of the complete Contract, such profits to be paid at the time and in the manner provided in this Agreement. If such Event, bankruptcy, or other proceedings or default of the type above described cause damage or cost to the other Party, such damage or cost shall be charged against the interest of the Defaulting Party. Further any notice of default which is contested in good faith by the Party receiving such notice shall not result in such receiving Party being deemed to be in default until such dispute is resolved as otherwise provided herein.

21. **Termination of Agreement:**

21.1 If the Parties hereto do not submit the bid, or if the Contract is not awarded to the Joint Venture, or if the Contract undertaken is completed and accepted with all obligations thereunder satisfied and all assets having been liquidated and/or distributed as provided in this Agreement, or at the option of both Parties, this Joint Venture Agreement shall terminate.

21.2 The Agreement, and the Joint Venture hereby created, shall remain in effect only for such period of time as necessary to carry out the Joint Venture's work to be performed for the Project, to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise to carry out the terms and provision of this Agreement; provided, however, that if the Owner should (a) in the judgment of the Board, unduly delay the Contract award, or (b) terminate the contract, or (c) award the Contract to another bidder; or (d) if any Party cannot obtain its share of the performance bond or other financial obligation required by the Owner, then, in any of such events, this Agreement and the Joint Venture hereby created shall continue in effect only for such period of time as may be necessary for the Joint Venture to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise carry out the terms and provisions of this Agreement. In the event that subsection (d) applies, the remaining Parties may proceed to such award of the Contract to itself without further obligation to the other Party.

22. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and cancels and supersedes any previous understanding or agreement related or referring to the selection of vendors to render professional services to the Joint Venture and the payment of the costs and expenses relating to the submittal of a bid relating to the Project, whether written or oral. All changes or modifications to this Agreement must be agreed to unanimously in writing by both Parties hereto.

23. **Publicity:** No Party of the Joint Venture will release any public information or publicity related to the Project or the Joint Venture's services without the express consent and prior review of the Committee, and each Party shall utilize its best efforts to communicate and enforce such restriction with respect to any subcontractor or special consultant retained for any purpose hereunder. All public information or publicity relating to the Project during the life of the Project shall reflect the name of the Joint Venture.

24. **Notices:** Any notice, demand or other communication required in connection with the business of the Joint Venture shall be in writing and shall be deemed to have been given if delivered personally or upon deposit in the United States mail, postage prepaid addressed to the person to receive such notice at the following address:

If to FHP:

F.H. Paschen, S.N. Nielsen & Associates, LLC
8725 West Higgins
Suite 200
Chicago, Illinois 60631
Attn: Robert F. Zitek

If to EGC:

Edward E. Gillen Co.
218 W. Becher
Milwaukee, Wisconsin 53207
Attn: Joseph Sirvinskis

If to SMD:

Skipper Marine Development
215 N. Point Drive
Winthrop Harbor, Illinois 60096
Attn: Mark D. Ellerbrock

25. **Non-Assignment:** Except as expressly permitted herein, no Party shall sell, assign, transfer, mortgage, or otherwise encumber any part or all of its Joint Venture interest or this Agreement, without the written consent of the other Party, or suffer any third Party to sell, assign, transfer, mortgage, charge or otherwise encumber, or contract to, or permit any of the foregoing, whether voluntarily or by operation of law (collectively, referred to herein from time to time as a "transfer"), and any attempt to do so shall be void. The giving of such consent in any one or more instances shall not limit or waive

the need for such consent in any other or subsequent instances, nor shall it relieve any Party of its obligations hereunder.

26. **Successors/Governing Law:** This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties and shall be interpreted according to the laws of the State of Illinois.

27. **Tax Status, Allocation and Reports:** Notwithstanding any provisions hereof to the contrary, solely for United States Federal Income Tax purposes, each of the Parties hereby recognizes that the Joint Venture will be organized and taxed as a partnership for state and federal income tax purposes, which status shall not expand the obligations or liabilities of the Parties. The Management Committee shall cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Joint Venture with any taxing authority, and shall submit such returns and statements to each of the Parties in accordance with Internal Revenue Service and or State Departments of Revenue requirements for their approval prior to filing, and upon approval thereof, by all of the Parties, make timely filings thereof.

28. **Execution of Additional Documents:** The Parties hereto agree to execute and deliver any and all additional documents which may be necessary to carry out and effectuate the purposes of this Agreement.

29. **Unenforceability:** The determination that any term or provision contained in this Agreement is void or unenforceable shall affect that term or provision only and the remainder of this Agreement shall remain in full force and affect.

30. **Captions:** The captions and headings used herein are for convenience and reference only and shall not limit or expand or be used to interpret the provisions thereof. In addition, whenever the singular, plural, masculine, feminine or neuter is used in this Agreement it shall not be used to limit reference to the opposite.

31. **Counterparts:** 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.

[Signature Page Follows]

SCHEDULE A

**F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
SCHEDULE OF LINE ITEMS OF WORK
MANAGING PARTNER**

1. Overall Project Management of any Projects Awarded under this Joint Venture
2. Building Work
3. Site Work
4. Concrete Work
5. Joint Venture Coordination
6. Final Scope and responsibilities to be determined once complete documents are made available
7. Provide Project Performance and Payment Bonding

SCHEDULE B

**EDWARD E. GILLEN CO.
SCHEDULE OF LINE ITEMS OF WORK**

1. Piling Work
2. Sheeting Work
3. Quarry Stone Work
4. Barge Work
5. Final Scope and Responsibilities to be determined once complete documents are made available

SCHEDULE C

SKIPPER MARINE DEVELOPMENT

SCHEDULE OF LINE ITEMS OF WORK

1. Marina Work
2. Other Trades as Required
3. Final Scope and responsibilities to be determined once complete documents are made available.

SCHEDULE D
INSURANCE REQUIREMENTS
F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC
AND
EDWARD E. GILLEN CO.
AND
SKIPPER MARINE DEVELOPMENT

Workers Compensation

Name the JV as a named insured on the managing partners WC policy to protect the JV for any employer's liability claims

The actual statutory workers' compensation benefits will be provided as follows:

FHP payroll on their WC policy for their designated portions of the project as outlined in Schedules A.

EGC payroll on their WC policy for their designated portions of the project as outlined in Schedules B.

SMD payroll on their WC policy for their designated portions of the project as outlined in Schedules C.

Section B coverage with limits of \$1,000,000.00.

Commercial General Liability / Umbrella (with limits of \$ 10,000,000).
Name the JV as a named insured on the managing partners GL policy and continue this coverage for 10 years after the final completion for the completed operations protection.

Coverage will be provided under FHP's and / or EGC's and / or SMD General Liability policies for their designated portions of the project as outlined in Schedules A and B and C.

All subs of every tier will include the JV and FHP and EGC and SMD, Public Building Commission, The City of Chicago, its Officers, Agents, and Employees as additional insured for operations and completed operations for at least 5 years after the final completion.

Automobile Liability

Name the JV as a named insured on the managing partners Auto policy.

FHP covered for the operation of their vehicles under their policy.
EGC covered for the operation of their vehicles under their policy.
SMD covered for the operation of their vehicles under their policy.

All Risk Builders Risk

FHP will purchase for the JV an All Risk Builders Risk policy.

SCHEDULE E

EQUIPMENT RENTAL RATES

Not Applicable

SCHEDULE F

OTHER CONTRACT TERMS PAYMENTS AND PENALTIES

1. With respect to potential value engineering options that might develop throughout the course of the project, all parties agree to split any net savings to the venture; (i.e. FHP's costs and EGC's costs and SMD's costs) on a 33/33/33 basis.
- 2.

IN WITNESS THEREOF, the parties to this Agreement do hereby execute this Agreement as of the day and year specified above.

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC

By: Robert F. Zitek
Robert F. Zitek

Its: Agent

Attest: Ruben Toledo

EDWARD E. GILLEN CO.

By: Joseph Sirvinskis
Joseph Sirvinskis

Its: Vice President

Attest: Kathleen Patterson

SKIPPER MARINE DEVELOPMENT

By: Mark D. Ellerbrock
Mark D. Ellerbrock

Its: Vice President

Attest: Tory Windsorski
Tory Windsorski

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 01 TO CONTRACT NO. 1502R
For**

**31st Street Harbor - Coastal
3155 S. Lake Shore Drive
NEW CONSTRUCTION**

DATE: Friday, February 26, 2010

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Changes to DRAWINGS:

Change 1: Sheet CE-C2.2

- A. Changed Curve 1 Radius from 1438.32' to 119.86'**
- B. Changed Curve 2 Radius from 960.69 to 80.06'**
- C. Changed Curve 3 Radius from 2359.84' to 196.65'**
- D. Changed Curve 4 Radius from 1693' to 141.08'**

END OF ADDENDUM NO. 01

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 02 TO CONTRACT NO. 1502R
For**

**31st Street Harbor – Coastal (REBID)
3155 S. Lake Shore Drive
NEW CONSTRUCTION**

DATE: Tuesday, March 2, 2010

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

Changes to Book 1:

The Date for Substantial Completion is revised from August 31, 2011, to October 31, 2011.

Questions and Answers:

Question 1:

The rebid contract deleted the Commission Representative's office trailer as a requirement. Are any other items deleted?

Answer 1:

Other Division One requirements remain unchanged. The area shown on the staging plan for construction site trailers remains available for the Contractor's office trailer.

END OF ADDENDUM NO. 02