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City/State/Zip: Chicago, IL 60608  
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**TO BE EXECUTED IN DUPLICATE**

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

**CONTRACT NO. 1283**

**Lewis School Campus Park  
Site Improvement  
1431 N. Leamington  
Chicago, IL  
CP5-02**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
Chairman**

**Eileen J. Carey  
Executive Director**

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

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

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**DOCUMENT SUBMITTAL CHECKLIST**

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

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

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

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

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

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

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**I. PROJECT INFORMATION**

**A. General Project Information**

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

1. Bids will be received by the Public Building Commission of Chicago for the following in accordance with the Contract Documents set forth below:  
**Lewis School Campus Park  
Site Improvement  
1431 N. Leamington  
Chicago, IL  
CP5-02**
2. **General Description of Scope of Work:**
  - a) As described in the specifications, **The project consists of the general demolition and removal of asphalt and concrete surfaces and the subsequent installation of outdoor green space, including landscaping, irrigation, plumbing, sewer, and electrical work.**
  - b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
3. **User Agency: Chicago Public Schools**
4. **Architect's Name: Smith & Smith Associates, Ltd., 1031 N. Orleans, Chicago, IL 60610**
5. **Commission's Project Manager: Judith McIntyre**
6. **Ward: 37**
7. **City Funded?: Yes**
8. **Do Bidders need to be Pre-Qualified? Yes**
9. **Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through **Smith & Smith Associates.**
10. **Documents Available from: Smith & Smith Associates**

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11. **Pre-Bid Meeting Date, Time, and Location:** Tuesday, July 2, 2002 at 11:00 a.m. in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602
12. **Bid Opening Date and Time:** Monday, July 22, 2002 at 11:00 a.m.
13. **Amount of Bid Deposit:** \$27,800
14. **Administrative Fee:** \$5,000.00
15. **Amount of Contingency Fund:**\$50,000
16. **Document Deposit:** \$0
17. **Cost for Additional Documents (per set):** \$50
18. **Award of Contract**

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

**B. Time of Completion**

The Work shall be completed within 90 Days upon issuance of the Notice to Proceed.

**C. Contingency Fund**

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

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

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

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

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

**F. Liquidated Damages**

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work



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2) Commercial General Liability (Primary and Umbrella)

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

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

5) Valuable Papers

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

6) Property

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

B. Additional Requirements

The Contractor must furnish the Public Building Commission Department of Procurement, 50 W. Washington, Daley Center, Room, 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission upon Contract award. The receipt of any certificate does not constitute agreement by the Public Building Commission that the insurance requirements in the Contract



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have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission do not contribute with insurance provided by the Contractor under the Contract.

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

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

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

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

C. Insurance To Be Provided By the Commission

1. Builder's Risk

- a) The Commission is providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a \$5,000.00 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$5,000.00 and for the first \$5,000.00 for any loss with exceeds \$5,000.00 and is covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto,

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materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the Base Contract Price.

- b) Exclusions: The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance that Contractor may require on such equipment.

**H. Notices**

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

1. If to the Commission, notices must be addressed to the attention of **Judith McIntyre** with copies to: **Smith & Smith Associates**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Smith & Smith Associates** and the Contractor's Bonding Company

**I. Prevailing Wage Rates**

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

**J. Community Hiring Incentives**

This Contract is subject to community hiring incentives. See Part III "Basis of Award (Award Criteria)" for details.

**K. Contractor's Project Manager**

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

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1283 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here)

# 2 5/28/02

# 2 7/1/02

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), and e) Plans and Drawings.

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

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

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

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

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

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

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

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	DIVISION	\$ AMOUNT
Sitework		
Demolition		20,000
Excavation		27,500
Sewer/Water		9,000
Concrete Trade		15,000
Fencing		5,000
Irrigation		7,000
Site Furniture		15,000
Landscaping		35,000
Concrete		10,000
Masonry		5,000
Equipment		20,000
Electrical		53,000
General Conditions		20,000
Overhead/Profit		40,000
<b>SUB-TOTAL</b>		<b>278,500</b>
Allowances		
Commission's Contingency Fund		\$50,000.00
<b>TOTAL BASE BID</b>		<b>328,500</b>

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

Three Hundred Fifteen Thousand Three Hundred Sixty \_\_\_\_\_ dollars

(\$ 315,360 )

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BASE CONTRACT PRICE (to be completed by the Commission): Three hundred twenty-

eight thousand, five hundred dollars

(MJC)

dollars

( \$ 328,500.00 )

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**B. Acceptance of the Bid**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]  
Secretary

[Signature]  
Chairman

**CONTRACTING PARTY**

(Print or type names underneath all signatures)

Integrated Construction Tech. Corp.  
Contractor Name

2919 S. Archer Chicago, IL  
Address

**If a Corporation:**

By [Signature]

President  
Title of Signatory

ATTEST:  
By [Signature]

Secretary  
Title

**CORPORATE SEAL**

**If a Partnership:**

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

**If a Sole Proprietorship:**

\_\_\_\_\_  
Signature

**NOTARY PUBLIC**

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

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C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of Integrated Construction Technology Corporation, a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on JUNE 1, 2002, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated July 22, 2002 to the Public Building Commission of Chicago, for Contract No. 1283 of said Commission, for the sum of Three Hundred Twenty-Eight Thousand Five Hundred Dollars (\$ 328,500);

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: Les Shy  
Vice President: Chris Renn  
Secretary: Chris Renn  
Treasurer: Les Shy  
Assistant Secretary: Denny Parsons

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 22 day of July, 2002.

[Signature]  
Secretary

III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>328,500</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>.5</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>6570</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>.5</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>4928</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>.5</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>1643</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</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</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</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>



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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</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>1310</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>315,360</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 315,360

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporting

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

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

6. Major Trades

- |                         |                            |
|-------------------------|----------------------------|
| Asbestos Workers        | 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        | Technical Engineers        |
| Ornamental Iron Workers | Tuck Pointers              |
| Lathers                 |                            |

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.

<u>TRADE PARTICIPATION</u>	<u>PERCENT OF MINORITY</u>
<u>Operator</u>	<u>50</u>
<u>Laborer</u>	<u>70</u>
<u>Plumber</u>	<u>0</u>
<u>Electrician</u>	<u>25</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

**B. Unit Prices**

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

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	TREE REMOVAL	350	EACH
2.	EARTHWORK	25	CY
3.	AGGREGATE BASE COURSE	22	CY
4.	BITUMINOUS PAVING	18	SY
5.	ORNAMENTAL 4' FENCE BOLTED	55	LF
6.	SOD	4 <sup>50</sup>	SY
7.	TREE, SHADE 4" CALIPER	750	EACH
8.	ORNAMENTAL LIGHT POLE AND LUMINAIRE	1850	EACH
9.	PARK BENCHES (F&I)	1700	EACH
10.	TREE GRATES (F&I)	N/A	EACH

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Les Shy, being first duly sworn, deposes and says that:

(1) He/She is President  
(Owner, Partner, Officer, Representative or Agent) of  
Integrated Construction Technology Corporation  
the Bidder that has submitted the attached Bid;

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

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

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

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

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

Les Shy  
(Signed)

Les Shy  
(Title)

Subscribed and sworn to before me this 22<sup>nd</sup> day of July 2002

Renay Elaine Huhn-Parsons

PRESIDENT  
(Title) Officer

My Commission expires: 9/10/05





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____ Name of Joint Venturer	_____ Name of Joint Venturer
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date
State of _____ County of _____	State of _____ County of _____
On this _____ day of _____, 20____, before me appeared (Name) _____	On this _____ day of _____, 20____, before me appeared (Name) _____
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)	to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)
to execute the affidavit and did so as his or her free act and deed.	to execute the affidavit and did so as his or her free act and deed.
_____ Notary Public	_____ Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BID

Name of Project: Lewis School Campus Park

Project Number: 1283

FROM:

Fine Line Blottop MBE  WBE   
(Name of MBE or WBE)

TO:

Integrated Construction Tech Corp and Public Building Commission of Chicago  
(Name of General Bidder)

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

a Sole Proprietor  a Corporation  
 a Partnership  a Joint Venture

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

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

Demolition, Excavation, Sewer, Concrete, Fencing

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

\$ 90,000

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

**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:

None

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**

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

% 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:

Five Line Blacktop  
Name of MBE/WBE Firm (Print)  
July 22, 2002  
Date  
773 376-2880  
Phone

[Signature]  
Signature  
Ronald Finley  
Name (Print)

IF APPLICABLE:

By:

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

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David S. Malone  
Deputy Procurement Officer

City Hall, Room 403  
21 North LaSalle Street  
Chicago, Illinois 60602-1284  
(12) 744-4900  
(12) 744-2949 (TTY)

<http://www.cityofchicago.org>

Robert Finley, President  
Fine Line Blacktop, Inc.  
3250 South Kolin Avenue  
Chicago, Illinois 60623

Certification Effective: June 16, 2001  
Certification Expires: June 30, 2006  
Annual Affidavit Certificate Expires: June 30, 2002

Dear Mr. Finley:

We have received your request for an expansion of your current DBE/MBE certification with the City of Chicago

On the basis of our review of your request and supporting documentation, an expansion of certification has been granted to include **Masonry Contractor and Asphalt Paving**. The expansion of certification will expire on June 30, 2002, the Re-validation date of your current certification.

Your firm's name will continue to be listed in the next edition of the City's Directory of Certified Disadvantaged Business Enterprise Minority Business Enterprises and Women Business Enterprises. Your certification status and area of specialty, as amended to incorporate your expansion, will be listed as follows:

**Masonry Contractor and Asphalt Paving and Sealcoating  
Contractor and Supplier; Parking Lot Striping; Manufacture and  
Installation of Fencing; Excavation; Sewer and Drain Layer;  
Miscellaneous Concrete**

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

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

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

Very truly yours,

Paul M. Cohen  
Deputy Procurement Officer  
PMC/emc

Expansion dated 11/16/01





June 3, 2002

City of Chicago  
Richard M. Daley, Mayor

Ronald Finlay  
Fine Line Blacktop  
3250 South Kolin  
Chicago, Illinois 60623

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

Dear Mr. Finlay:

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

On May 31, 2002, we received your application to the City of Chicago for continued eligibility as a Disadvantaged Business Enterprise/Minority Business Enterprise and/or Women Business Enterprise (DBE/MBE/WBE). Since your current certification does not expire until July 1, 2002, your firm met its obligation to apply for recertification before the expiration date. **As a courtesy, this letter extends your certification for 60 days from the date of expiration.**

If you have any further questions regarding the certification status of your firm, please contact Mr. Leon Moore, at (312)744-1694.

Sincerely,

Leon Moore  
Assistant Director of Certification

LM/ak  
Rev.1-1-2001

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BID

Name of Project: Lewis School Campus Park

Project Number: 1283

FROM:

Shorlen Electric MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Integrated Construction Tech Corp 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 2/63. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Work

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

\$ 53,000

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:

None

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:

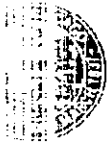
Shanley Electric Co.  
Name of MBE/WBE Firm (Print)  
July 22, 2002  
Date  
773 721-0700  
Phone

[Signature]  
Signature  
for Russ Gullickson  
Name (Print)

IF APPLICABLE:  
By:

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

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



Chicago  
Mayor Daley, Mayor

Office of Purchases,  
City of Chicago

Deputy Procurement Officer

Room 403  
333 South State Street  
Chicago, IL 60602-1284  
312-321-1999  
312-321-2949 (TTY)

www.cityofchicago.org

Sharon L. Cullen, President  
Sharlen Electric Company  
9101 South Baltimore Avenue  
Chicago, IL 60617

Re: 1<sup>st</sup> ANNIVERSARY CERTIFICATION  
Certification Effective: January 29, 2002  
Certification Expires: July 31, 2007  
Annual Affidavit Certificate Expires: January 31, 2003

Dear Ms. Cullen:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. Re-validation of Sharlen Electric Company's certification is required by January 31, 2003.

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

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

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

**Electrical Contractor; Painting, Wall Covering,  
Epoxy Application, Sandblasting and Taping**

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

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

Very truly yours,

Paul M. Cohen  
Deputy Procurement Officer

PMC/edj





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

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

Name of Project: Lewis School Campus Park

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

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

President

Title  
and duly authorized representative of

Integrated Construction Technology Corporation

Name of General Contractor  
whose address is

2919 S. Archer Chicago IL

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Fire Line Blacktop</u>	<u>Dem, Excavation, Concrete</u>	\$ <u>90,000</u>	\$
<u>Shankle Electric</u>	<u>Electrical</u>	\$	\$ <u>53,000</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ <u>90,000</u>	\$ <u>53,000</u>
Percent of Total Base Bid		<u>27</u> %	<u>16</u> %

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1283

**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:

Integrated Construction Tech Corp

Name of Contractor (Print)

July 22, 2002

Date

773 523-5208

Phone

[Signature]

Signature

[Signature]

Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
Signature

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

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

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

Les F. Shy, President  
Integrated Construction Technology Corporation  
126 South Villa Avenue  
Villa Park, Illinois 60181

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: February 15, 2002  
Certification Expires: February 28, 2006  
Annual Affidavit Certificate Expires: February 28, 2003

Dear Mr. Shy:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Integrated Construction Technology Corporations' certification is required by February 28, 2003.

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

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

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

**Architectural Services; Construction Management;  
Heating, Ventilation and Air Conditioning Contractor;  
Painting, Carpentry; Electrical Contractor; Construction Repair**

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

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

Very truly yours,

  
Lilla Cooper  
Director of Certification

LC/emc



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

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

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

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

Dear Ms. Carey:

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1283

**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	Chicago Public Schools	U.I.C. Phase I	U.I.C. Phase II	Various Projects	Dept. of Veterans Affairs	
Contract With	CPS	U.I.C.	U.I.C.	weccor Dept. V.A.	Veterans Affairs	
Estimated Completion Date	12-01-02	8-30-02	4-1-03	12-31-02	12-31-02	
Total Contract Price	1,870,465	1,778,733	2,192,510	5,339,187	971,190	12,152,085
Uncompleted Dollar Value if Firm is the GC	1,778,335	561,400	2,092,000	1,296,450	—	5,729,247
Uncompleted Dollar Value if Firm is a Subcontractor					—	
<b>TOTAL VALUE OF ALL WORK</b>						

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

List below the uncompleted dollar value of work for each contract to be completed with 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			175,000		94,238	269,238
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Rough Carpentry	278,820	231,400	306,000	259,290	162,000	1,177,510
TOTALS	278,820	231,400	481,000	259,290	196,238	1,446,748

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

## 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	Afford	Fineline	Fineline	MODEE	
Type of Work	Electrical	Concrete	Concrete	Equip.	
Subcontract Price	960,000	152,243	329,000	144,662.	
Amount Uncompleted	816,800	17,000	269,780	16,000	
Subcontractor	Villa	m.B.B	ThyssenKrupp	J.T. Design	
Type of Work	HVAC	Masonry	Elevator	Tile	
Subcontract Price	24,700	341,725	91,000	82,900	
Amount Uncompleted	19,300.	110,990.	91,000	82,900	
Subcontractor	Fineline	Phoenix	Marias	Villa	
Type of Work	Crocks	Steel	Masonry	HVAC	
Subcontract Price	33,000	89,400	400,000	320,000.	
Amount Uncompleted	29,700.	21,900	375,000	300,000.	
Subcontractor	Uptown	Chiattelo	LAUD County	Johnson	
Type of Work	Painting	Roofing	Store front	Temp Control	
Subcontract Price	25,000.	57,100.	256,000	264,350	
Amount Uncompleted	22,000	18,232.	250,000	138,260	
Subcontractor	Marias	ADL	Chiattelo	Feltes	
Type of Work	Masonry	Store front	Roofing	Plumbing	
Subcontract Price	131,300	112,200	107,500 <sup>00</sup>	309,000	
Amount Uncompleted	119,500.	42,760	107,500 <sup>00</sup>	300,000	
Subcontractor	Various	Performance	Various	Becker	
Type of Work	Plum/Paint	Gas Piping	Fire/Plumb	Electrical	
Subcontract Price	501,071	37,118. <sup>00</sup>	992,000	256,000	
Amount Uncompleted	501,071	19,118 <sup>00</sup>	517,000 <sup>00</sup>	200,000	
TOTAL Uncompleted	1508371.	330,000	612,80	1037160	

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

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.

Les Shy  
Signature

July 22, 2002  
Date

Les Shy  
Name (Type or Print)

President  
Title

Integrated Construction Tech Corp  
Bidder Name  
2910 S Archer  
Address  
Chicago IL 60608  
City State Zip

Subscribed and sworn to before me  
this 22<sup>nd</sup> day of July, 20 02

Penny Elaine Huhn Parsons (SEAL)  
Notary Public

Commission expires:  
9/10/05





PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Les Shy, being first duly sworn, deposes and says that:

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

2. Bidder, or partner with at least 50% interest in joint venture Bidder, [X] is a "Local Business" as defined by the provisions of Section 21.18 of the Standard Terms and Conditions (Book 1).

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

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

126 S. Villa Ave
Villa Park, IL 60181
630 993-1800

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

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

Les Shy (Signed)

President (Title)

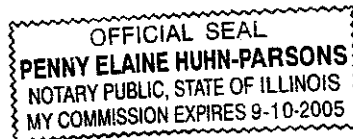
Subscribed and sworn to before me this 22nd day of July, 2002

Penny Elaine Huhn-Parsons (Signature)

(SEAL)

Officer (Title)

My Commission expires: 9/10/05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

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

Integrated Construction Technology Corp

Submitted By

Lee F. Shy

Title

President

Permanent Main Office Address

2919 S. Archer Ave.

Local Address

Chicago, IL 60608

Local Telephone No. and FAX No.

773-523-5208

How many years operating as contractor for work of this nature? 2

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Dept. of Veterans Affairs	800,000	02	Renov/New Const.
2.	City of Chicago	1,800,000	02	Midway Package Structure
3.	Chicago Public School	5,000,000	99	Renovation
4.	USC Phase IA	2,200,000	02	Renov/New Const.
5.	USC Phase IIA	2,000,000	02	Renov/New Const.
6.	Chicago Public Schools	600,000	02	Renov/New Const.
7.	City of Chicago	200,000	99	Renov/New Const.
8.	Radisson Hotel	400,000	99	Renov/New Const.

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1283

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

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

Name <u>Les Sly</u>	Title <u>President</u>
Name <u>Chris Rasm</u>	Title <u>Vice President</u>

If submitted by a partnership:

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

If submitted by an individual:

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

Penny Parsons  
Signature of Affiant

Subscribed and sworn to before me this 22<sup>nd</sup> day of July 2002

Penny Elaine Huhn-Parsons (SEAL)  
Notary Public  
My Commission expires:  
9/10/05



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

**Disclosure of Retained Parties**

The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

**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 attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself 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: Lewis Camps Park

Description of goods or services to be provided under Contract: \_\_\_\_\_

General Construction - Site Development

2. Name of Contractor: Integrated Construction Tech Corp

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

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

**Retained Parties:**

Name	Business Address	Relationship (Attorney, Lobbyists, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
N/A	S. Kalin Chicago	subcontractor	
Shawler Electric	7015. Baltimore Chicago	subcontractor	53000
Apexist		subcontractor	14000
C-Tec		subcontractor	20000
Cambly Care		subcontractor	25000
Dazco		subcontractor	5000

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

Disclosure of Retained Parties (continued)

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.

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.

*Les Shy*  
Signature

July 22, 2002  
Date

Les Shy  
Name (Type or Print)

President  
Title

Subscribed and sworn to before me  
this 22<sup>nd</sup> day of July, 20 02

(SEAL)

*Penny Elaine Huhn Parsons*  
Notary Public

Commission expires:  
9/10/05



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1283

PERFORMANCE AND PAYMENT BOND

Contract No. 1283

Bond No. 1883854

KNOW ALL MEN BY THESE PRESENTS, that we, Integrated Construction Technology Corporation,

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

a corporation organized and existing under the laws of the State of California, with offices in the State of Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of three hundred twenty eight thousand five hundred (\$328,500) 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 August 13, 2002, for the fabrication, delivery, performance and installation of

Site improvement – Lewis School Campus Park  
1431 N. Leamington

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

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

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

It is expressly understood and agreed that this Bond, in the penal sum of three hundred twenty eight thousand five hundred (\$328,500), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this August 29, 2002, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

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

Business Address

\_\_\_\_\_  
Individual Principal (Seal)

City

State

Partner

CORPORATE SEAL

ATTEST:

Integrated Construction Technology Corp.  
Corporate Principal

BY \_\_\_\_\_

BY \_\_\_\_\_

Secretary  
Title

President  
Title

2919 S. Archer  
Chicago, IL 60608  
Business Address

Insurance Company of the West  
Corporate Surety

BY \_\_\_\_\_

Matthew V. Buol

Attorney-in-Fact  
Title

875 N. Michigan Ave., Chicago, IL  
Business Address 60611

CORPORATE SEAL

The rate of premium of this Bond is \$ 11.00 per thousand. \*\*  
Total amount of premium charged is \$ 3,614.00 \*\*

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

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

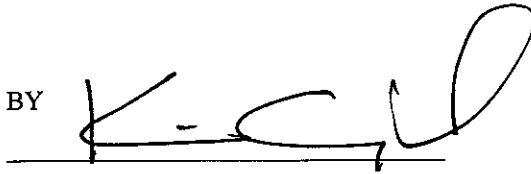


PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

BOND APPROVAL

BY



Secretary,

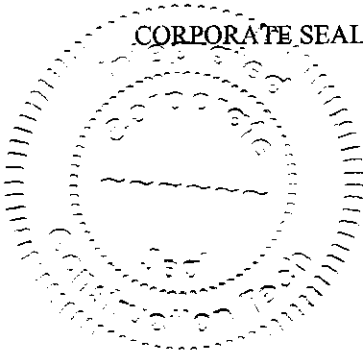
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, L. Christopher Rean, certify that I am the Secretary  
Secretary of the Integrated Construction Technology corporation named as Principal in the within bond,  
that Leo F. Shy who signed on behalf of the Principal was then  
President of said corporation; that I know this person's signature, and the signature hereto is  
genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by  
authority of its governing body.

Dated this 27 day of Aug 2002.

CORPORATE SEAL



STATE OF ILLINOIS  
COUNTY OF COOK

On this 29th day of August, 2002, before me personally appeared  
Matthew V. Buol, known to me to be the Attorney-in-Fact of  
Insurance Company of the West, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

.....  
"OFFICIAL SEAL"  
SYLVIA J. GARCIA  
Notary Public, State of Illinois  
My Commission Expires 6/17/06  
.....

Sylvia J. Garcia  
(Notary Public)

---

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
The Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

WILLIAM REIDINGER, STEVEN B. CADE, WILLIAM T. KRUMM, DONNA WRIGHT, DEBRA KOHLMAN, BRENDA D. HOCKBERGER, ANN FORMHALS, DIANE M. O'LEARY, MATTHEW V. BUOL, JEFFREY M. LEADLEY, BRIAN PASSOLT their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

IN WITNESS WHEREOF, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



INSURANCE COMPANY OF THE WEST  
THE EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

*John H. Craig*

John H. Craig, Assistant Secretary

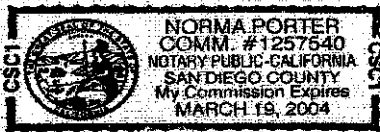
*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On January 16, 2001, before me, Norma Porter, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Norma Porter*

Norma Porter, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 29th day of August 2002

*John H. Craig*

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1283

## V. INSTRUCTIONS TO BIDDERS

### A. Examination Of Documents By Bidder

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

### B. Interpretations Or Addenda

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

### C. Inspection Of Site

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

### D. Pre-Qualification Of Bidders

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1283

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

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

**E. Competency of Bidder**

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

**F. Substitutions Prior To Bid Date**

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

**G. Preparation of Bid**

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

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

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

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

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

**I. Administrative Fee**

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

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

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

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

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

**L. Alternates**

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

**M. Unit Prices**

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

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

**N. Affidavit of Non-Collusion**

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

**O. MBE and WBE Commitments**

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

**P. Affidavit of Uncompleted Work**

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

**Q. Bidder's Financial Statement**

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

**R. Disclosure Affidavit**

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

**S. Affidavit of Local Business**

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

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

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

**U. Disclosure of Retained Parties**



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

**V. Submission of Bid**

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

**W. Withdrawal Of Bids Before Bid Opening**

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

**X. Opening Of Bids**

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

**Y. Evaluation of Bids**

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

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

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

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

## AA. Performance and Payment Bond and Insurance

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

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

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

## CC. Protests

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

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

# Cook County Prevailing Wage for July 2002

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			33.190	35.030	2.0	2.0	2.0	3.700	4.650	0.000	0.150
BRICK MASON	BLD			30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
CARPENTER	ALL			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
CEMENT MASON	ALL			32.000	33.000	2.0	1.5	2.0	4.880	3.750	0.000	0.150
CERAMIC TILE FNSHER	ALL			23.300	0.000	2.0	1.5	2.0	3.500	3.700	0.000	0.210
COMM. ELECT.	BLD			28.000	29.500	1.5	1.5	2.0	3.500	4.830	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000	0.160
ELECTRIC PWR GRNDMAN	ALL			25.310	37.800	1.5	1.5	2.0	3.360	5.960	0.000	0.120
ELECTRIC PWR LINEMAN	ALL			32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000	0.160
ELECTRICIAN	ALL			31.650	33.650	1.5	1.5	2.0	6.000	5.800	0.000	0.600
ELEVATOR CONSTRUCTOR	BLD			33.585	37.780	2.0	2.0	2.0	4.425	2.610	2.020	0.000
FENCE ERECTOR	ALL			21.840	23.090	1.5	1.5	2.0	4.300	5.120	0.000	0.000
GLAZIER	BLD			26.800	27.800	1.5	2.0	2.0	4.340	7.550	0.000	0.200
HT/FROST INSULATOR	BLD			28.250	30.000	1.5	1.5	2.0	4.980	7.060	0.000	0.230
IRON WORKER	ALL			32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER	ALL			28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
LATHER	BLD			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
MACHINIST	BLD			30.610	32.360	2.0	2.0	2.0	3.200	2.600	2.110	0.000
MARBLE FINISHERS	ALL			23.000	0.000	1.5	1.5	2.0	3.600	3.800	0.000	0.240
MARBLE MASON	BLD			26.780	28.280	1.5	1.5	2.0	4.300	6.600	0.000	0.230
MILLWRIGHT	ALL			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
OPERATING ENGINEER	BLD 1			33.850	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	BLD 2			32.550	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	BLD 3			30.000	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	BLD 4			28.250	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	FLT 1			36.300	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	FLT 2			34.800	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	FLT 3			31.000	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	FLT 4			25.750	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER	HWY 1			32.050	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 2			31.500	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 3			29.450	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 4			28.050	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER	HWY 5			26.850	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
ORNAMNTL IRON WORKER	ALL			28.850	30.350	2.0	2.0	2.0	4.300	7.370	0.000	0.000
PAINTER	ALL			28.600	32.180	1.5	1.5	1.5	4.000	4.200	0.000	0.240
PAINTER SIGNS	BLD			24.540	27.550	1.5	1.5	1.5	2.860	1.960	0.000	0.000
PILEDRIIVER	ALL			31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
PIPEFITTER	BLD			33.000	35.000	1.5	1.5	2.0	4.000	4.550	0.000	0.000
PLASTERER	BLD			29.090	30.090	1.5	1.5	2.0	4.000	5.100	0.000	0.400
PLUMBER	BLD			35.000	37.000	1.5	1.5	2.0	4.500	2.990	0.000	0.000
ROOFER	BLD			30.000	32.000	1.5	1.5	2.0	3.750	2.330	0.000	0.320
SHEETMETAL WORKER	BLD			30.730	33.190	1.5	1.5	2.0	4.310	6.790	0.000	0.490
SIGN HANGER	BLD			21.930	22.780	1.5	1.5	2.0	3.580	1.740	0.440	0.000
SPRINKLER FITTER	BLD			32.420	33.920	2.0	2.0	2.0	4.000	4.900	0.000	0.300
STEEL ERECTOR	ALL			30.000	31.500	2.0	2.0	2.0	5.060	8.740	0.000	0.220
STONE MASON	BLD			30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
TERRAZZO MASON	BLD			27.370	28.870	2.0	1.5	2.0	4.300	5.050	0.000	0.160
TILE MASON	BLD			28.420	30.420	2.0	1.5	2.0	3.500	4.350	0.000	0.400
TRAFFIC SAFETY WRKR	HWY			19.650	21.150	1.5	1.5	1.5	2.100	0.900	0.000	0.000
TRUCK DRIVER	E ALL 1			24.700	25.350	1.5	1.5	2.0	4.000	2.800	0.000	0.000
TRUCK DRIVER	E ALL 2			24.950	25.350	1.5	1.5	2.0	4.000	2.800	0.000	0.000

TRUCK DRIVER	E	ALL	3	25.150	25.350	1.5	1.5	2.0	4.000	2.800	0.000	0.000
TRUCK DRIVER	E	ALL	4	25.350	25.350	1.5	1.5	2.0	4.000	2.800	0.000	0.000
TRUCK DRIVER	W	ALL	1	25.300	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TRUCK DRIVER	W	ALL	2	25.450	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TRUCK DRIVER	W	ALL	3	25.650	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TRUCK DRIVER	W	ALL	4	25.850	25.850	1.5	1.5	2.0	3.950	2.750	0.000	0.000
TUCKPOINTER	BLD			29.650	30.650	1.5	1.5	2.0	3.660	4.500	0.000	0.260

**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)  
 Penson (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations****COOK COUNTY**

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

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

**EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos 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.

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

through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

**TRAFFIC SAFETY** - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

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

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

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

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

**OPERATING ENGINEERS - BUILDING**

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

#### OPERATING ENGINEERS - FLOATING

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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig;

Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

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

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. 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. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being



then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

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



**Richard J. Daley Center**  
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Certified Public Accountants

Assistant Secretary  
TIMOTHY J. MITCHELL

August 14, 2002

Mr. Les Shy  
Integrated Construction Technology Corporation  
2919 S. Archer Ave.  
Chicago, IL 60608

RE: **Notice of Award**  
Contract No.: 1283  
Type of Work: Site Improvement  
Project : Lewis School Campus Park

Dear Mr. Shy:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on August 13, 2002 the Commission awarded to your company Contract No. 1283 in the amount of \$328,500.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, both copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than August 28, 2002.

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

Sincerely,

Kevin Gujral  
Interim Executive Director

cc: Smith & Smith  
J. McIntyre  
J. Janic, AON  
Target



**Richard J. Daley Center**  
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 Room 200  
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Assistant Secretary  
 TIMOTHY J. MITCHELL

September 16, 2002

Mr. Les Shy  
 Integrated Construction Technology Corporation  
 2919 S. Archer Ave  
 Chicago, IL 60608

RE: Contract No.: 1283  
 Project No.: CPS-02  
 Type of Work: General Work  
 Project: Lewis School Campus Park

**NOTICE TO PROCEED**

Dear Mr. Shy:

Pursuant to Contract No. 1276, which was awarded to your firm on August 13, 2002, you are hereby notified that the commencement date for this project is **September 23, 2002**.

Pursuant to the Contract, all work must be completed within *60 90 days* consecutive calendar days of the commencement date. The preliminary *According* acceptance date is established as **December 22, 2002**. *to contract*

Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

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

Name: Shakti Swaroop  
 Company: Soodan & Associates, Inc.  
 Address: 100 N. LaSalle St., Chicago

along with a copy to **Ms. Judith McIntyre**, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence.

**This Notice To Proceed authorizes you to enter upon the project site and commence with the work on September 23, 2002.**

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

Very truly yours,

**Public Building Commission of Chicago**



Kevin Gujral  
Interim Executive Director

KG/ml

Cc: Chicago Public Schools  
Jack Brankin  
K. Gujral  
J. McIntyre  
Julia Sportolari  
Nancy Jahnel  
Target  
J. Janic, AON