

PBC

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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. 1523**

**COLLINS CAMPUS RENOVATION  
1313 SOUTH SACRAMENTO  
RENOVATION  
PROJECT # 05802**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

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

**MAY 2010**

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## COLLINS CAMPUS RENOVATION

### I. INTRODUCTION

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

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

### II. PROJECT INFORMATION

#### A. General Information

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

**COLLINS CAMPUS RENOVATION  
1313 SOUTH SACRAMENTO  
RENOVATION  
PROJECT # 05802**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, this project includes the renovation of the existing facilities at 1313 South Sacramento Blvd, Collins Campus. The scope of the work includes entrance plaza renovations for both Collins Academy and North Lawndale Prep, new high definition security camera's throughout, general renovations to Building B (Arts and Theater) to include remodeled classrooms, art labs, music and band rooms, repairs to existing RTU's, and replacement of one RTU, upgrades to existing theater (sound, lighting, lobby, stage), and the repair of the existing Natatorium pool deck, drains, structure, pool filtration system replacement.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: **\$5,000,000.00** (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 24<sup>th</sup>
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the North Lawndale and East Garfield Community Areas as designated on Exhibit# 3 Community Area Map.

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7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Contract Documents Available at: BHFx Digital Imaging, 19 S. Wabash Avenue, Chicago, IL 60603, telephone: 312-782-2226
9. Online Contract Documents Available at: <http://planroom.bhfx.net>
10. **Pre-Bid Meeting** Date, Time, and Location: **Thursday, January 13, 2011** at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
11. **Site Visit: Monday, January 17, 2011**, 9AM to 11AM, at 1313 South Sacramento. Enter at the northwest corner of the building between rooms 144 and 140F on the drawing A1.1B
12. **\*Mandatory Technical Review Meeting** for invited Pre-qualified Bidders: **Thursday, January 20, 2011 at 11:00AM, in room CL115.** An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.  
  
\*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
13. **Bid Opening Date and Time: Thursday, February 3, 2011 at 11:00AM**
14. Amount of Bid Deposit: **5% amount of bid**
15. Amount of Commission's Contingency Fund: **\$500,000.00**
16. Document Deposit: **N/A**
17. Cost for Additional Documents (per set): **At the Contractor's own expense.**
18. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
19. Source of Funding: **City of Chicago**

#### B. Time of Completion

Phase 1: Substantial Completion of the Work must be achieved no later than **August 5, 2011** for **(Building B and Natatorium).**

Phase 2: Substantial Completion of the Work must be achieved no later than **August 19, 2011** for **(Exterior Plazas, cameras and Building C intercom).**

#### C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$500,000.00
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

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

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

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**E. Liquidated Damages**

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

Substantial Completion of (Phase 1 and Phase 2) Project	\$5,000.00 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

**F. Prevailing Wage Rates**

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

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### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

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

#### B. Interpretations of Addenda

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

#### C. Inspection of Site

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

#### D. Pre-Qualification of Bidders

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

#### E. Evidence of Continuing Qualifications of Bidder

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

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### F. Preparation of Bid

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

### G. Bid Deposit:

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

### H. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.



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

#### I. Affidavit of Non-Collusion

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

#### J. MBE and WBE Commitments

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

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

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

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

1. Local Subcontracting Requirement
  - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - b. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple

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municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

2. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
  - a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
  - b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

#### L. Affidavit of Uncompleted Work

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

#### M. Disclosure of Retained Parties

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

#### N. Submission of Bid

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

#### O. Withdrawal of Bids before Bid Opening

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

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### P. 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.

### Q. Evaluation of Bids

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

### R. Basis of Award

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

### S. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
  - a) Insurance To Be Provided By the Contractor  
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work.

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The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.

5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended 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.

### T. Protests

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

### U. Licensing

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

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

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, February 15, 2011 and that the bid may not be withdrawn until that time.**
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1523, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

Addendum #1 dated January 14, 2011; Addendum #2 dated January 24, 2011;

Addendum #3 dated January 28, 2011; Addendum #4 dated February 1, 2011

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 Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

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

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1523  
**COLLINS CAMPUS RENOVATION**  
 Addendum No. 3

**BID FORM**

ITEM	AMOUNT
WORK	\$ 3,851,597.00
COMMISSION'S CONTINGENCY FUND	\$500,000.00
DVS CAMERA AND HARDWARE ALLOWANCE	\$155,000.00
SITE WORK ALLOWANCE	\$ 25,000.00
Allowance for additional abatement of environmental materials not shown in the drawings and specifications	\$ 50,000.00
Allowance for Concrete Structural Repairs in excess of the estimated quantities noted on the documents	\$ 25,000.00
<b>TOTAL BASE BID</b>	\$ 4,606,597.00
<b>AWARD CRITERIA FIGURE</b> (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 4,385,480.00

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p>Continental Casualty Company</p> <hr/> <p>CNA Plaza, Chicago, IL 60602</p>
---

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**COLLINS CAMPUS RENOVATION**

Addendum No. 3

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil.	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity).	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity).	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity).	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity).	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity).	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water as special waste - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone.	Ton	\$20.00
22	Load on-site base materials, place and compact CA-1 Stone.	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6.	Ton	\$22.00
24	Excavate, place and compact on-site aggregate material CA-6.	Cubic Yards	\$12.00
25	Furnish, place and compact drainage material CA-7.	Tons	\$16.00

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26	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of additional excavation and backfill quantities	Each	\$500.00
29	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
30	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Course and 1-1/2 inch Asphalt Surface Course. Less than 100 Square Yards.	Square Yard	\$220.00
31	Furnish, transport and place topsoil.	Ton	\$15.00
32	Excavation, loading, transportation, treatment, and disposal of Hazardous Waste Soil/Material.	Ton	\$130.00
33	Pumping, transportation, and disposal of Hazardous water and free product-bulk disposal.	Gallons	\$1.50

Total Allowance Fund = \$25,000.00

**NOTES:**

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

MAY 2010

**REVISED SITE WORK ALLOWANCE, DATED 1/28/11, ADDENDUM NO. 3**

15



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**B. Acceptance of the Bid**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Edmund Johnson  
Secretary

Richard M. Daley  
Chairman

**CONTRACTING PARTY**

(Print or type names underneath all signatures)

IHC Construction Companies, LLC  
Contractor Name

1500 Executive Drive  
Elgin, IL 60123  
Address

If a Corporation:

By David J. Rock  
David J. Rock

President  
Title of Signatory

ATTEST:  
By Alan L. Orosz  
Alan L. Orosz

Secretary  
Title

If a Partnership:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

If a Sole Proprietorship:

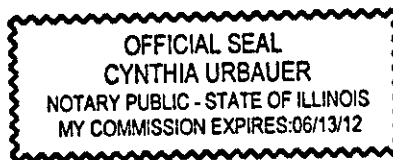
\_\_\_\_\_  
Signature

**NOTARY PUBLIC**

County of Kane State of IL  
Subscribed and sworn to before me on this 3rd day of February, 2011.

Cynthia Urbauer  
Notary Public Signature  
Commission Expires: 6/13/12

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1523

**COLLINS CAMPUS RENOVATION**

**V. PROPOSAL SUPPORT DOCUMENTS**

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

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

**1. Instructions**

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

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

**2. Award Criteria Formula**

Line 1.	Total Base Bid, in figures	<u>4,606,597.00</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>92,131.94</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>69298.96</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>23,032.99</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>.1</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>18,426.89</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>.1</u>

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Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>13,819.79</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>.1</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>4,606.60</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>221,116.66</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>4,385,480.00</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>4,385,480.00</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

"Residents of the project community" shall mean persons domiciled within the project area as stated in Section II.A.6., above.

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

**4. Liquidated Damages**

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

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

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

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

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 – three cents per hundred dollars of the base bid calculated as follows:

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

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

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

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

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

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication Subcontractors, shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

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- 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**6. Major Trades**

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

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

**7. Trade Participation - For Information Only**

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Environmental	50%
Fencing	30%
Concrete	30%
Masonry	20%
Drywall	40%
Carpentry	20%
Flooring	15%
HVAC	5%

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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

David J. Rock \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is  
President

(Owner, Partner, Officer, Representative or Agent) of  
IHC Construction Companies, LLC

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.

David J. Rock  
(Signed) David J. Rock

President

(Title)

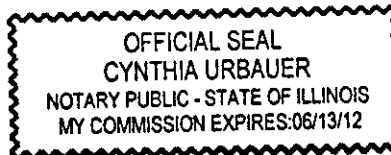
Subscribed and sworn to before me this 3rd day of February 20 11

Cynthia Urbauer

Notary Public

(Title)

My Commission expires: 6/13/12



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**COLLINS CAMPUS RENOVATION**

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

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

1. Name of joint venture N/A
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
\_\_\_\_\_  
\_\_\_\_\_
- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
\_\_\_\_\_  
\_\_\_\_\_



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1523  
**COLLINS CAMPUS RENOVATION**  
**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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

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

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

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

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

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

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1523  
**COLLINS CAMPUS RENOVATION**  
**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Collins Campus Renovations

Project Number: 05802

FROM:

JM POLUPK, INC MBE  WBE   
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of 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 08/24/2010. 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.

\$ 1,325,000.00      LUMP SUM

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1523

**COLLINS CAMPUS RENOVATION**

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

**To Perform As**

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_ N/A \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

JM POLARR, INC

Name of MBE/WBE Firm (Print)

2/4/2011

Date

708-450-1156

Phone

Signature

JOHN MARQUEZ

Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_

Joint Venture Partner (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

Phone

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (Print)

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

August 24, 2010

John Marquez  
J M Polcurr, Inc.  
10127 W. Roosevelt Rd.  
Westchester, IL 60154

**Annual No Change Affidavit Due:**

**November 1, 2011**

Dear: John Marquez

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until November 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **November 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **September 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- ◆ file your No Change Affidavit within the required time period;
- ◆ provide financial or other records requested pursuant to an audit within the required time period; or
- ◆ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely*

representing that the individual or entity, or the individual or entity assisted, is a minority owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

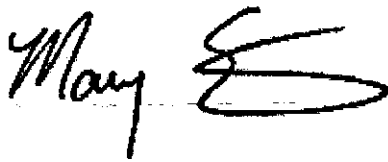
J M Polcurr, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**91438 Electrical**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott  
Acting Managing Deputy

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1523  
**COLLINS CAMPUS RENOVATION**  
**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Collins Campus Renovations

Project Number: 05802

FROM:  
Arc Underground Inc. MBE \_\_\_\_\_ WBE   
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of 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 12-1-11. 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. Site Concrete, Site Utilities

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$ 120,000.00

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1523  
**COLLINS CAMPUS RENOVATION**  
**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

% 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:

ACC UNDERGROUND INC.

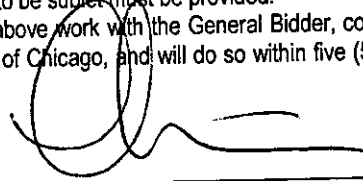
Name of MBE/WBE Firm (Print)

2-7-11

Date

773 2354648

Phone



Signature

CHRISTINE M. SAVINA

Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature

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

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





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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August 25, 2010

Christine M Savoia  
ARC Underground, Inc.  
2114 W. Thomas St.  
Chicago, IL 60622

Phone: 773-235-4648

Fax: 773-235-4121

**Certification Expires: 12/1/2011**

Dear Christine M Savoia:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until 12/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 10/2/2011. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please also note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- ♦ file your request for recertification within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period;
- or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

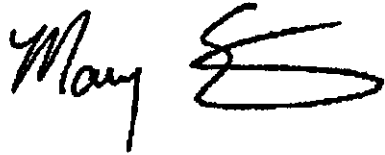
ARC Underground, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**90976 Site Work**  
**91051 Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside**  
**91244 Excavation Services**  
**91345 Construction, Sewer and Storm Drain**

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 a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E". The signature is written in a cursive style with a large, stylized "E" at the end.

Mary Elliott  
Acting Managing Deputy

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1523

**COLLINS CAMPUS RENOVATION**

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

**To Perform As**

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

Name of Project: Collins Campus Renovations

Project Number: 05802

FROM:

Architectural Fixtures, Inc

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

(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago

(Name of 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 1/31/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Furnish & installation of metal studs, drywall and acoustical ceilings.

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

Metal studs & drywall - \$76,490.00

Acoustical Ceilings - \$62,160.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1523

**COLLINS CAMPUS RENOVATION**

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

**To Perform As**

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

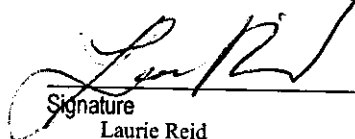
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Architectural Fixtures, Inc.  
\_\_\_\_\_  
Name of MBE/WBE Firm (Print)  
2/4/2011  
\_\_\_\_\_  
Date  
847-562-9944  
\_\_\_\_\_  
Phone

  
\_\_\_\_\_  
Signature  
Laurie Reid  
\_\_\_\_\_  
Name (Print)

**IF APPLICABLE:**

By:

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

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



hereby grants

# National Women's Business Enterprise Certification

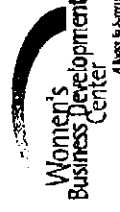
to  
Architectural Fixtures, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

*[Signature]*

Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President  
Women's Business Development Center - Chicago



Expiration Date: 01/31/2012  
WBENC National Certificate Number: 2005114819

NAICS Codes: 238350, 238310

UNSPSC Codes: 72152001



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1523

**COLLINS CAMPUS RENOVATION**

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

Name of Project: Collins Campus Renovation

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

IHC Construction Companies, LLC

\_\_\_\_\_  
Name of General Contractor whose address is  
1500 Executive Drive

in the City of Elgin, 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
JM Polcurr Inc.	Electrical Work	\$ 1,325,000.00	\$
ARC Underground Inc.	Site Concrete/Site Utilities	\$	\$ 120,000.00
Architectural Fixtures Inc.	Metal Studs & Drywall	\$	\$ 76,490.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 1,325,000.00</b>	<b>\$ 196,490.00</b>
<b>Percent of Total Base Bid</b>		<b>28.76 %</b>	<b>4.27 %</b>

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. 1523  
COLLINS CAMPUS RENOVATION

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.

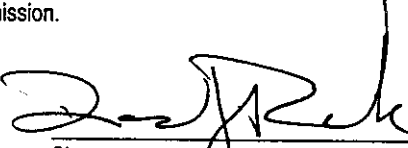
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

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:

IHC Construction Companies, LLC  
Name of Contractor (Print)  
February 7, 2011  
Date  
(847) 742-1516  
Phone

  
Signature  
David J. Rock, President  
Name (Print)

IF APPLICABLE:

By:

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1523  
**COLLINS CAMPUS RENOVATION**

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

Date: February 3, 2011

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

Dear Mrs. Cabonargi:

RE: Contract No. 1523

Project Title: Collins Campus Renovation

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

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

Documentation attached: yes  no

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1523  
**COLLINS CAMPUS RENOVATION**

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

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

	1	2	3	4	Awards Pending	TOTALS	
Project	See Attached Affidavit of Availability						
Contract With							
Estimated Completion Date							
Total Contract Price							
Uncompleted Dollar Value if Firm is the GC							
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						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						
H.V.A.C.						

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1523  
**COLLINS CAMPUS RENOVATION**

	1	2	3	4	Awards Pending	TOTALS
Mechanical	See Attached Affidavit of Availability					
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)						
<b>TOTALS</b>						

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1523

**COLLINS CAMPUS RENOVATION**

**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	See Attached Affidavit of Availability				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					



**AFFIDAVIT OF AVAILABILITY**

Major General Contract work, Less than 85% complete

Colinas Campus Renovations - PKC 0523

AS OF  
31-Dec-10

**PART I**

COUNTY & SECTION NUMBER	8075	8078	10021	10076
CONTRACT WITH	WILL mwrtd	COOK mwrtd	WILL lsth	COOK mwrtd
EXPECTED COMPLETION DATE	01-Apr-10	31-Aug-11	15-Mar-11	1-Apr-11
TOTAL CONTRACT PRICE	12,929,651.00	30,715,474.00	2,458,795.00	3,124,400.00
UNCOMPLETED DOLLAR VALUE-IF PRIME	4,824,270.00	6,651,991.00	2,400,235.95	1,153,789.00
UNCOMPLETED DOLLAR VALUE-IF SUB				15,030,285.95
				<b>ACCUMULATED TOTALS</b>

**PART II**

DESCRIPTION	8075	8078	10021	10076	ACCUMULATED
EARTHWORK	0	0			0 \$
PORTLAND CEMENT CONCRETE PAVING					\$
BITUMINOUS PLANT MIX					\$
BITUMINOUS AGGREGATE MIXTURE					\$
MISC BITUMINOUS PAVING					\$
CLEAN & SEAL CRACKS					\$
AGGREGATE BASES & SURFACES		75,000			75,000.00 \$
HIGHWAY, R/R AND WATERWAY STRUCT					\$
DRAINAGE		75,000			75,000.00 \$
ELECTRICAL (Ductbank)					\$
COVER & SEAL COATS					\$
MISC CONCRETE CONSTRUCTION	275,921		100,000		375,921.44 \$
LANDSCAPING					\$
FENCING					\$
GUARDRAIL					\$
PAINTING					\$
SIGNING					\$
FABRICATION					\$
BUILDING CONSTRUCTION					\$
OTHER CONSTRUCTION: CARPENTRY					\$
ERECTION					\$
DEMOLITION					\$
GENERAL CONDITIONS	1,775,309	737,956	310,280	289,108	3,112,653.65 \$
	2,051,230	737,956	635,280	289,108	3,713,575 \$
<b>TOTALS</b>					
DATE EQUIPMENT AVAILABLE FOR WORK	1-Apr-10	31-Aug-11	15-Mar-11	1-Apr-11	

AFFIDAVIT OF AVAILABILITY  
 IHG CONSTRUCTION COMPANIES, LLC

PART III

0

AS OF  
 31-Dec-10

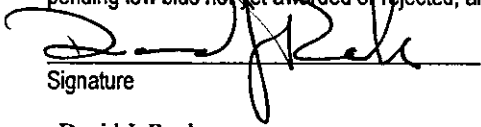
	8075	8078	10021	10076
SUBCONTRACTOR	All Committed Contracts	All Committed Contracts	HECKER	All Committed Contracts
TYPE OF WORK	Various	Various	ELECTRICAL	Various
SUBCONTRACT PRICE	6,768,983	23,921,008	394,870	1,945,241
UNCOMPLETED	1,441,524	5,489,176	391,370	864,681
SUBCONTRACTOR			JK STEEL	
TYPE OF WORK			REBARD	
SUBCONTRACT PRICE			27,972	
UNCOMPLETED			5,863	
SUBCONTRACTOR			INDUSTRIAL FENCE	
TYPE OF WORK			GUARDRAIL	
SUBCONTRACT PRICE			371,506	
UNCOMPLETED	0	0	307,350	0
SUBCONTRACTOR			TRAFFIC CONTROL	
TYPE OF WORK			TEMP TRAFFIC CONTROL	
SUBCONTRACT PRICE			113,515	
UNCOMPLETED	0	0	82,463	0
SUBCONTRACTOR			DOMINIC FIORIROSIA	
TYPE OF WORK			LANDSCAPING	
SUBCONTRACT PRICE			31,367	
UNCOMPLETED			31,367	
SUBCONTRACTOR			RA SEATON	
TYPE OF WORK			LANDSCAPING	
SUBCONTRACT PRICE			25,471	
UNCOMPLETED	0	0	19,291	0
SUBCONTRACTOR			MAINTENANCE COATING	
TYPE OF WORK			PAVEMENT MARKING	
SUBCONTRACT PRICE			9,052	
UNCOMPLETED	0	0	132	0
SUBCONTRACTOR			UTILITY CONC	
TYPE OF WORK			NOISE ABATEMENT	
SUBCONTRACT PRICE			210,430	
UNCOMPLETED	0	0	210,430	0
SUBCONTRACTOR			RD INSTALLATION	
TYPE OF WORK			CONCRETE RESTORATION	
SUBCONTRACT PRICE			48,302	
UNCOMPLETED			48,302	



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1523  
COLLINS CAMPUS RENOVATION

Affidavit of Uncompleted Work (continued)

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



Signature

February 3, 2011

Date

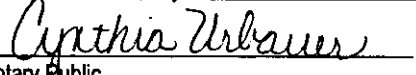
David J. Rock  
Name (Type or Print)

President

Title

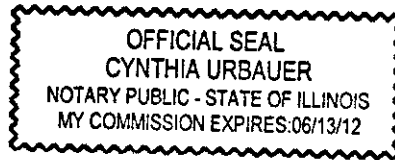
IHC Construction Companies, LLC  
Bidder Name  
1500 Executive Drive  
Address  
Elgin IL 60123  
City State Zip

Subscribed and sworn to before me  
this 3rd day of February, 20 11

  
Notary Public

(SEAL)

Commission expires: 6/13/12



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1523  
**COLLINS CAMPUS RENOVATION**

**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 IHC Construction Companies, LLC

Submitted By David J. Rock

Title President

Permanent Main Office Address 1500 Executive Drive, Elgin, IL 60123

Local Address \_\_\_\_\_

Local Telephone No. and FAX No. (847) 742-1516 / (847) 742-6610

How many years operating as contractor for work of this nature? 104 Years

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

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



**RECENTLY COMPLETED PROJECTS SIMILAR DOLLAR VALUE & SCOPE OF WORK  
PBC - Contract No. 1523 - Collins Campus Renovation**

PROJECT NAME BRIEF DESCRIPTION	CONTRACT VALUE	COMPLETION DATE	NAME OF OWNER CONTACT, ADDRESS, PHONE #
SEDOL - NEW LAREMONT SCHOOL (78,000 SF) RENOVATIONS TO EXISTING GAGES LAKE/LAREMONT SCH. (73,919 SF) RENOVATIONS TO SALLY POTTER SCHOOL (MUNDELEIN) GAGES LAKE AND MUNDELEIN, IL	\$18,600,000 \$3,900,000	OCT. 2010	SPECIAL EDUCATION DISTRICT OF LAKE COUNTY (SEDOL) KEN FRANKS, OWNERS REP./SIGNATURE DEVELOPMENT 18160 GAGES LAKE ROAD GAGES LAKE, IL 60030 847-740-2103
NILES THSD 219 - SUMMER 2010 RENOVATIONS NILES WEST HIGH SCHOOL NILES NORTH HIGH SCHOOL NILES CENTRAL HIGH SCHOOL CAPITAL IMPROVEMENTS	\$10,000,000	OCT. 2010	NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3967
WOODSTOCK CUSD 200 - SUMMER 2010 RENOVATIONS RENOVATIONS AT FOUR SCHOOLS CAPITAL IMPROVEMENTS	\$7,000,000	SEP. 2010	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 DR. ELLYN WRZESKI, SUPERINTENDENT MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8200
GRANT HIGH SCHOOL NEW FIELDHOUSE 2 CLASSROOM ADDITIONS FOX LAKE, IL	\$34,000,000	DEC. 2009	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 DR. JOHN BENEDETTI, SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561
CCSD 89 - EXTENSIVE RENOVATIONS TO FIVE SCHOOLS AND ADMINISTRATIVE BUILDING (ARBOR VIEW ES - 42,000 SF; BRIAR GLEN ES - 51,000 SF; GLEN CREST MS - 100,000 SF; PARK VIEW ES - 48,000 SF; WESTFIELD SCHOOL - 45,000 SF; ADMIN BLDG - 10,000 SF) GLEN ELLYN, IL	\$20,000,000	SEPT. 2009	GLEN ELLYN COMMUNITY CONSOLIDATED SCHOOL DIST. 89 DR. JOHN PERDUE, SUPERINTENDENT 22W600 BUTTERFIELD RD. GLEN ELLYN, IL 60137 630-469-8900
IMMANUEL LUTHERAN SCHOOL NEW 67,000 SF SCHOOL/MINISTRY FACILITY PRE-K THROUGH GRADE 8 FACILITY AND SITE IMPROVEMENTS CRYSTAL LAKE, IL	\$13,300,000	AUG 2009	IMMANUEL LUTHERAN CHURCH DR. LARRY TIEMAN, SR. PASTOR 178 McHENRY AVE. CRYSTAL LAKE, IL 60014 815-459-1441
NILES WEST HIGH SCHOOL THREE-STORY, SIX-CLASSROOM ADDITION (7/09) <b>**FACILITY REGISTERED FOR LEED® SILVER CERTIFICATION**</b> DAY CARE REMODEL FOR FACULTY AND STAFF (5/09) REMODEL WRESTLING ROOMS INTO STUDENT ACTIVITY CENTER (8/08) SKOKIE, IL	\$3,100,000	JUL. 2009	NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3967
HAWTHORN ELEMENTARY NORTH 4,500 SF ADMINISTRATIVE OFFICE ADDITIONS AND RENOVATIONS VERNON HILLS, IL	\$1,200,000	AUG. 2008	HAWTHORN SCHOOL DISTRICT #73 DR. SUSAN ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200
BERKELEY SD 87- LIFE SAFETY UPGRADES AND INTERIOR UPGRADES PERFORMED AT SIX DISTRICT SCHOOLS AND ADMIN BUILDING SUMMER PROJECT BERKELEY, IL	\$1,500,000	AUG 2008	BERKELEY SCHOOL DISTRICT #87 MR. GRANT SABO, ASST SUPT. FACILITIES 1200 N. WOLF ROAD BERKELEY, IL 60163 708-449-3350
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 NEW HIGH SCHOOL (329,000 SF) WOODSTOCK, IL Theatre, Pool, Classrooms	\$65,000,000	AUG. 2008	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 NEW COMBINATION ELEM/MIDDLE SCHOOL (200,000 SF) WOODSTOCK, IL	\$29,400,000	AUG. 2007	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204

**RECENTLY COMPLETED PROJECTS SIMILAR DOLLAR VALUE & SCOPE OF WORK  
PBC - Contract No. 1523 - Collins Campus Renovation**

PROJECT NAME BRIEF DESCRIPTION	CONTRACT VALUE	COMPLETION DATE	NAME OF OWNER CONTACT, ADDRESS, PHONE #
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 ADDITION TO VERDA DIERZEN ELC (16,000 SF) WOODSTOCK, IL	\$5,000,000	AUG. 2007	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 RENOS TO OLSON MS CONVERSION TO ELEMENTARY SCHOOL WOODSTOCK, IL	\$6,000,000	AUG. 2007	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204
HAWTHORN SD 73 - CAFETERIA ADDITION TO ELEMENTARY SOUTH WARMING KITCHEN WITH SERVING LINES AND STUDENT SEATING AREA, COURTYARD WITH LANDSCAPING 6,000 SF VERNON HILLS, IL	\$1,600,000	AUG. 2007	HAWTHORN SCHOOL DISTRICT #73 DR. SUSAN ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200
ST. JOHN'S LUTHERAN CHURCH AND SCHOOL NEW ELEMENTARY SCHOOL AND SITE IMPROVEMENTS 45,000 SF LOMBARD, IL	\$7,400,000	AUG. 2007	ST. JOHN'S LUTHERAN CHURCH AND SCHOOL JOHN AURICH, PRINCIPAL 215 S. LINCOLN AVENUE LOMBARD, IL 60148 630-629-2515
NILES WEST HIGH SCHOOL CONVERT 4 CLASSROOMS TO SCIENCE LABS - 4,000 SF (\$631,977) WRESTLING ROOM RENOVATIONS (\$131,757), MISC PROJECTS (\$40,000) SKOKIE, IL	\$803,734	AUG. 2006	NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-568-3967
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 CLAY, DEAN, WESTWOOD & GREENWOOD ELEMENTARY SCHOOLS NORTHWOOD MIDDLE SCHOOL, VERDA DIERZEN ELC LIFE SAFETY PROJECTS FOR 6 SCHOOLS OVER TWO SUMMERS WOODSTOCK, IL	\$9,500,000	AUG. 2006	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204
ARBOR PARK SCHOOL DISTRICT #145 NEW 150,000 SF MIDDLE SCHOOL OAK FOREST, IL	\$21,570,000	AUG. 2006	ARBOR PARK SCHOOL DISTRICT #145 DR. ALLEN JEBENS, JR., SUPERINTENDENT 17301 CENTRAL AVE. OAK FOREST, IL 60452-4920 708-687-8040
GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 15,000 SF TWO-STORY CLASSROOM/LIBRARY ADDITION FOX LAKE, IL	\$2,500,000	MAR. 2006	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 CHRISTINE SEFCIK, ASSISTANT SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561
MARQUARDT SCHOOL DISTRICT 15 NEW ADMINISTRATION CENTER ADDITIONS & RENOVATIONS - MIDDLE SCHOOL LIFE SAFETY PROJECTS - EXISTING SCHOOLS GLENDALE HEIGHTS, IL	\$8,058,000	MAR. 2006	MARQUARDT SCHOOL DISTRICT 15 DR. LOREN MAY, SUPERINTENDENT 2174-C GLADSTONE COURT GLENDALE HEIGHTS, IL 60139 630-295-5450
GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 TUNNEL PROJECT/INFRASTRUCTURE REPLACEMENT FOX LAKE, IL	\$1,000,000	SEP. 2005	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 CHRISTINE SEFCIK, ASSISTANT SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561

**RECENTLY COMPLETED PROJECTS SIMILAR DOLLAR VALUE & SCOPE OF WORK  
PBC - Contract No. 1523 - Collins Campus Renovation**

PROJECT NAME BRIEF DESCRIPTION	CONTRACT VALUE	COMPLETION DATE	NAME OF OWNER CONTACT, ADDRESS, PHONE #
BERKELEY SCHOOL DISTRICT #87 BUILDING RENOVATIONS - SUNNYSIDE ELEMENTARY SCHOOL (43,000 SF) MCARTHUR MIDDLE SCHOOL (81,300 SF) BERKELEY, IL	\$7,400,000	AUG. 2005	BERKELEY SCHOOL DISTRICT #87 MR. GRANT SABO, ASST SUPT. FACILITIES 1200 N. WOLF ROAD BERKELEY, IL 60163 708-449-3350
HAWTHORN SCHOOL DISTRICT #73 NEW 54,000 SF ASPEN ELEMENTARY SCHOOL NEW 145,000 SF TOWNLINE ELEMENTARY SCHOOL NEWLY RENOVATED ADMINISTRATION CENTER RENOVATIONS: EXISTING MIDDLE AND ELEMENTARY SCHOOLS VERNON HILLS, IL	\$55,500,000	AUG. 2005	HAWTHORN SCHOOL DISTRICT #73 DR. SUSAN ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200
MARENGO COMMUNITY HIGH SCHOOL DISTRICT #154 NEW HIGH SCHOOL (215,000 SF) MARENGO, IL	\$32,132,000	AUG. 2004	MARENGO COMMUNITY HIGH SCHOOL DISTRICT #154 DR. DAN BERTRAND, SUPERINTENDENT 110 FRANKS ROAD MARENGO, IL 60152 815-568-6511
RICHMOND BURTON HIGH SCHOOL ADDITION TWO-STORY CLASSROOM ADDITION (17,000 SF) RICHMOND, IL	\$2,750,000	JUN. 2004	RICHMOND BURTON HIGH SCHOOL DISTRICT #157 DR. DAN OEST, SUPERINTENDENT 8311 ROUTE 31 RICHMOND, IL 60071 815-678-4525
COMMUNITY CONSOLIDATED SCHOOL DISTRICT #59 LEARNING MEDIA CENTER ADDITIONS/RENOVATIONS DEVONSHIRE ELEMENTARY SCHOOL, DES PLAINES, IL FRIENDSHIP JR. HIGH SCHOOL, DES PLAINES, IL GROVE JR. HIGH SCHOOL, ELK GROVE VILLAGE, IL	\$8,075,000	AUG. 2002	COMMUNITY CONSOLIDATED SCHOOL DISTRICT #59 JOYCE MCNEALY, PURCHASING/AUXILIARY SERVICES 2123 S. ARLINGTON HEIGHTS ROAD ARLINGTON HEIGHTS, IL 60005 847-593-4300
GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 GRANT HIGH SCHOOL ADDITIONS/ RENOVATIONS (110,000 SF) FOX LAKE, IL	\$15,221,270	AUG. 2002	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 CHRISTINE SEFCIK, ASSISTANT SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1523  
**COLLINS CAMPUS RENOVATION**  
 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~~ Limited Liability Company:

- LLC
- (a) ~~Company~~ Name IHC Construction Companies, LLC
  - (b) State and City in which incorporated Organized in Elgin, IL
  - (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  
Thomas S. Rakow, 1797 N. LaFox, South Elgin, IL 60177
  - (e) Names and titles of officers authorized to sign contracts

See Attached

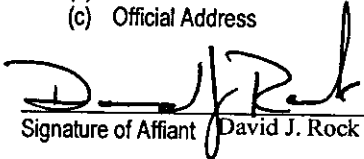
_____ Name	_____ Title
_____ Name	_____ Title

If submitted by a partnership:

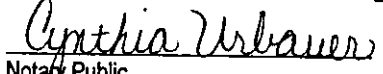
- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

If submitted by an individual:

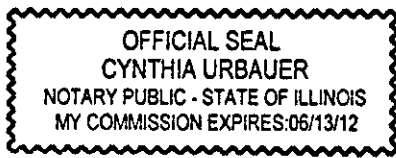
- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

  
 Signature of Affiant David J. Rock

Subscribed and sworn to before me this 3rd day of February 20 11

  
 Notary Public  
 My Commission expires: 6/13/12

(SEAL)



**ACTION BY MEMBERS**

**IHC CONSTRUCTION COMPANIES, L.L.C.**

**BY MAJORITY WRITTEN CONSENT**

We, the undersigned, being all of the members of IHC Construction Companies, L.L.C, an Illinois Limited Liability Company, hereby consent in writing without a meeting to the following actions:

Resolved, that those persons whose names are included below hold the positions set beside their names.

Resolved, that those same persons whose names are included below are hereby authorized to sign, on behalf of the Limited Liability Company, contracts, bids and bonds.

THOMAS S. RAKOW

CHAIRMAN, TREASURER

DAVID J. ROCK

PRESIDENT

ALAN L. OROSZ

CHIEF FINANCIAL OFFICER, SECRETARY

CHARLES D. POLICH

VICE PRESIDENT, ASSISTANT SECRETARY

WALTER P. DWYER

VICE PRESIDENT, ASSISTANT SECRETARY

THOMAS S. RAKOW  
IHC Group, Inc., by its President  
MANAGING MEMBER

CHARLES D. POLICH  
MEMBER

DAVID J. ROCK  
MEMBER

WALTER P. DWYER  
MEMBER

ALAN L. OROSZ  
MEMBER

I hereby certify that this is a true copy of an original document.

*Lisa M. Phin*      2-3-2011  
Notary Public      Date

OFFICIAL SEAL  
LISA M PHIN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 09/02/12

Dated: 10 February 2010

Subscribed and sworn to before me  
this 10<sup>th</sup> day of February 2010

*Naomi G. Murdoch*  
NOTARY PUBLIC

NAOMI G. MURDOCH  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
August 28, 2011

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1523  
**COLLINS CAMPUS RENOVATION**

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: Collins Campus Renovation, Contract #1523

Description of goods or services to be provided under Contract  
Renovation of existing facilities at 1313 South Sacramento Blvd., Collins Campus

---

2. Name of Contractor: IHC Construction Companies, LLC
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1523

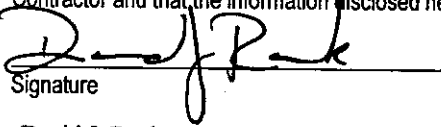
**COLLINS CAMPUS RENOVATION**

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

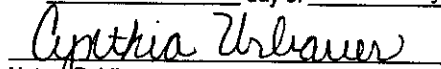
4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information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

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

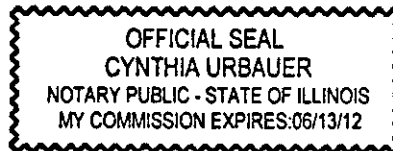
  
Signature  
David J. Rock  
Name (Type or Print)

February 3, 2011  
Date  
President  
Title

Subscribed and sworn to before me  
this 3rd day of February, 2011 (SEAL)

  
Notary Public

Commission expires: 6/13/12



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1523

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1523**

**Bond No. 929521011**

---

KNOW ALL MEN BY THESE PRESENTS, that we, IHC Construction Companies, LLC,  
a limited liability company organized and existing under the laws of the State of Illinois, with offices in the  
City of Elgin, State of Illinois, as Limited Liability Company Principal, and  
Continental Casualty Company  
333 S. Wabash, 41st Floor  
Chicago, IL 60604

---

a corporation organized and existing under the laws of the State of Illinois, 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 Four Million Six Hundred Six Thousand Five Hundred  
Ninety-Seven Dollars and No Cents (\$4,606,597.00) for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly  
by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto  
attached, with the Commission, dated February 16, 2011, for the fabrication, delivery, performance and  
installation of

Collins Campus Renovation  
1313 South Sacramento  
Chicago, IL  
Renovation

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1523

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

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 Four Million Six Hundred Six Thousand Five Hundred Ninety-Seven Dollars and No Cents (\$4,606,597.00, shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 18 FEBRUARY 2011, 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

(Seal) Individual Principal

City State

Limited Liability Company SEAL

ATTEST:

IHC Construction Companies, LLC Principal

BY Alan L. Orosz Secretary Title

BY David J. Rock President Title

1500 Executive Drive Elgin, IL 60123

Continental Casualty Company

BY Witness

BY Carol A. Dougherty, Attorney in Fact CORPORATE SEAL

333 S. Wabash, 41st Floor, Chicago, IL Business Address & Telephone 60604

FOR CLAIMS (Please Print):

Contact Name: Continental Casualty Company

Business Address: 333 W. Wabash, 41st Floor, Chicago, IL 60604

Telephone: 800-262-4554 Fax: 630-719-3305

First \$100,000 \$9.00 (per \$1,000) Next \$2,400,000 \$6.30 (Per \$1,000) Next 2,106,597 \$5.40 (Per \$1,000) - Two Year Warranty Period Flat \$1.50 Per \$1,000 The rate of premium of this Bond is \$ per thousand. \*\* Total amount of premium charged is \$ 34,306.00 \*\* \$27,396 for Bond & \$6,910 additional for two year warranty

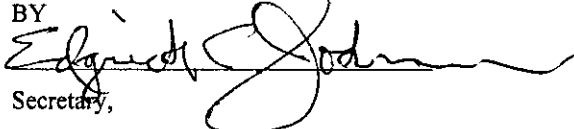
\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**BOND APPROVAL**

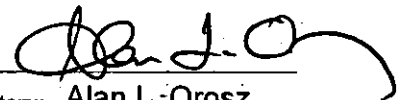
BY  
  
Secretary,  
Public Building Commission of Chicago

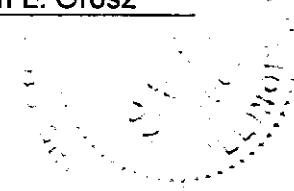
**CERTIFICATE AS TO LIMITED LIABILITY COMPANY SEAL**

I, Alan L. Orosz, certify that I am the \_\_\_\_\_ Secretary of IHC Construction Companies, LLC, company named as Principal in the foregoing performance and payment bond, that David J. Rock who signed on behalf of the Principal was then President of said company; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said company by authority of its governing body.

Dated this 18th day of Feb 2011.

SEAL

BY:   
Secretary: Alan L. Orosz  
Title

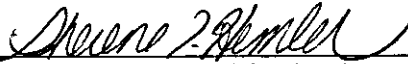


*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **18th day of February, 2011**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: **03/29/14**



## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

### "Article IX—Execution of Documents

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

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

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

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

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

### "Article VI—Execution of Documents

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

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

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

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

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

### "Article VII—Execution of Documents

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

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Robert E Kappus, Sherene L Hemler, Sarah E Green, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 16th day of September, 2010.



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

*Jacquelyne M. Belcastro*  
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 16th day of September, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

*Eliza Price*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of February, 2011.



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

*Mary A. Ribikawskis*  
Mary A. Ribikawskis Assistant Secretary

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1523  
**COLLINS CAMPUS RENOVATION**

**Document Submittal Checklist**

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

1.  X  Contractor's Bid
2.  X  Bid Guarantee
3.  X  Acceptance of the Bid
4.  X  Basis of Award (Award Criteria)
5.  n/a  Unit Prices (If applicable)
6.  X  Affidavit of Non-Collusion
7.  n/a  Schedule B – Affidavit of Joint Venture (if applicable)
8.  X  Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9.       Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10.  X  Affidavit of Uncompleted Work
11.  X  Proof of Ability to Provide Bond
12.  X  Proof of Ability to Provide Insurance
13.  X  General Contractor's License
14.       Disclosure of Retained Parties (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO

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COLLINS CAMPUS RENOVATION

EXHIBIT #1

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

Cook County Prevailing Wage for January 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.620
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.620
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	8.460	9.850	0.000	1.770
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430



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SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD	28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

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

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous

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

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

**CERAMIC TILE FINISHER**

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

**COMMUNICATIONS ELECTRICIAN**

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

**MARBLE FINISHER**

# PUBLIC BUILDING COMMISSION OF CHICAGO

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## COLLINS CAMPUS RENOVATION

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

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

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

### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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**COLLINS CAMPUS RENOVATION**

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

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

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

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

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

**TERRAZZO FINISHER**

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

### TRAFFIC SAFETY

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

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

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

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

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

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

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special

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determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

**LANDSCAPING**

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

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## COLLINS CAMPUS RENOVATION

### EXHIBIT #2 INSURANCE REQUIREMENTS

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

#### INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability (Primary and Umbrella)**

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

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are to be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods.

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

3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City



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of Chicago, and others as may be required by the Public Building Commission, as Additional Insured on a primary and non-contributory basis for on going and completed operations.

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

5) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after Substantial Completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) **Builders Risk**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance on a replacement cost basis for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must be on an All Risk basis including, but are not limited to, the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, resulting damage from faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission of Chicago and the City of Chicago are to be Named Insureds and loss payees. Coverage must remain in place until at least Substantial Completion and may only be cancelled with the written permission of the Public Building Commission Risk Management Department.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

#### B. **ADDITIONAL REQUIREMENTS**

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

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

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Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

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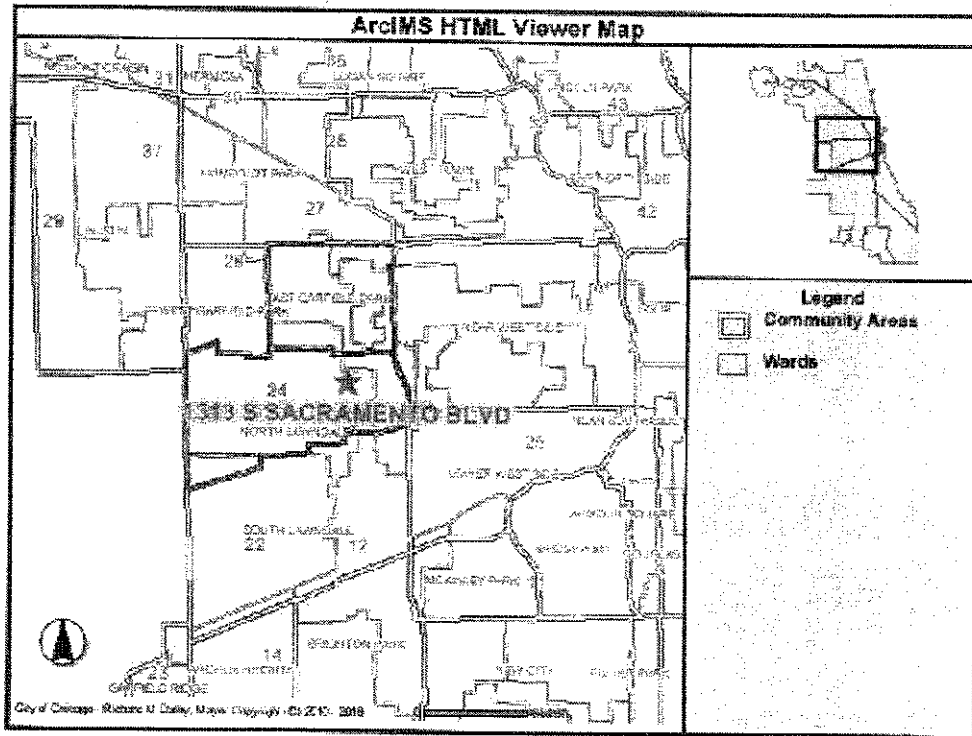
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EXHIBIT # 3 COMMUNITY AREA MAP  
(North Lawndale and East Garfield)

Map Output

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