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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1522R (REBID)

**ENGINE COMPANY 16
53 EAST PERSHING ROAD
NEW CONSTRUCTION
PROJECT #07060**

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
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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.

MARCH 2011

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

TABLE OF CONTENTS

| | |
|---|----|
| I. INTRODUCTION | 4 |
| II. PROJECT INFORMATION | 4 |
| A. General Information | 4 |
| B. Time of Completion | 5 |
| C. Commission's Contingency Fund | 5 |
| D. Copies of Drawings and Specifications Furnished | 6 |
| E. Liquidated Damages | 6 |
| F. Prevailing Wage Rates | 6 |
| III. INSTRUCTIONS FOR BIDDERS | 7 |
| A. Examination of Documents By Bidder | 7 |
| B. Interpretations of Addenda | 7 |
| C. Inspection of Site | 7 |
| D. Pre-Qualification of Bidders | 7 |
| E. Evidence of Continuing Qualifications of Bidder | 7 |
| F. Preparation of Bid | 8 |
| G. Bid Deposit: | 9 |
| H. Bidder's Execution of Bid | 9 |
| I. Affidavit of Non-Collusion | 9 |
| J. MBE and WBE Commitments | 9 |
| K. Local Business Subcontracting Participation and Community Hiring | 10 |
| L. Affidavit of Uncompleted Work | 10 |
| M. Disclosure of Retained Parties | 10 |
| N. Submission of Bid | 11 |
| O. Withdrawal of Bids before Bid Opening | 11 |
| P. Opening of Bids | 11 |
| Q. Evaluation of Bids | 11 |
| R. Canvassing of Bids | 11 |
| S. Basis of Award | 12 |
| T. ALTERNATES-COMMISSION DISCRETION | 12 |
| U. Performance and Payment Bond and Insurance | 12 |
| V. Protests | 13 |
| W. Licensing | 13 |
| X. Award Of Contract; Rejection Of Bids | 13 |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

| | |
|---|----|
| Y. GENERAL CONDITIONS FOR PROJECTS FINANCED WITH THE AMERICAN RECOVERY REINVESTMENT ACT OF 2009 FUNDS | 14 |
| Z. TERMS AND CONDITIONS FOR FEDERALLY ASSISTED CONTRACTS | 14 |
| IV. PROPOSAL AND EXECUTION DOCUMENTS | 15 |
| A. Contractor's Bid | 15 |
| B. Acceptance of the Bid | 20 |
| V. PROPOSAL SUPPORT DOCUMENTS | 21 |
| A. Basis of Award (Award Criteria) | 21 |
| VI. ADDITIONAL DOCUMENTS TO BE EXECUTED | 27 |
| Affidavit Of Non-collusion | 27 |
| SCHEDULE B - Joint Venture Affidavit (1 of 3) | 28 |
| SCHEDULE C - Letter of Intent from MBE/WBE | 31 |
| SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation | 33 |
| SCHEDULE E - Request for Waiver from MBE/WBE Participation | 35 |
| Affidavit Of Uncompleted Work | 36 |
| A. Work Under Contract | 36 |
| B. Uncompleted Work to be Completed with the Bidder's own Forces | 36 |
| C. Work Subcontracted to Others | 38 |
| Statement Of Bidder's Qualifications | 40 |
| Disclosure Of Retained Parties | 42 |
| Performance and Payment Bond | 44 |
| Bond Approval | 47 |
| DOCUMENT SUBMITTAL CHECKLIST | 48 |

EXHIBITS

1. Illinois Prevailing Rates
2. Insurance Requirements
3. General Conditions for Projects Financed with the American Recovery Reinvestment Act of 2009 Funds
 - 3A. Buy American Bid Certification
 - 3B. Buy American Contractor Acknowledgment
 - 3C & D. Examples of Employees Right and Remedies Notices Under Section 1553 of the ARRA
4. Terms and Conditions for Federally Assisted Contracts
5. Davis-Bacon Act
6. Community Area Map

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

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:

**ENGINE COMPANY 16
53 EAST PERSHING ROAD
NEW CONSTRUCTION
PROJECT #07060**

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, New one (1) Story 19,725 square foot building based upon the current fire prototype design on a 1.58 acre site bounded by East Pershing Road to the north; South Wabash Ave to the west; East 40th Street to the south and a public alley to the east. New site work will include: Surface parking for thirty-four (34) vehicles. Landscaped areas will use native vegetation and be fully irrigated and enclosed with ornamental fencing. The public way will be improved with new sidewalks, curbs and landscaping per City Ordinance; the public alley will be reconstructed. Storm water will be managed on site. The building will accommodate a staff of 28 people per each twenty-four hour shift. The design includes the following spaces: apparatus bay with concrete service drive to house multiple emergency vehicles, full kitchen, dining area, male/female locker rooms and toilet facilities, sleeping quarters, officer's quarters, physical training room, meeting room, storage area for HazMat response equipment, and EMS Field Division South offices. A 150 foot high communication monopole and radio room is located adjacent to the building. The Building Structural System will be a combination of steel frame and masonry bearing walls on spread footings. The exterior walls will be brick veneer, limestone, and insulated, low-E coated glazing. The mechanical system will be a 29 well geo-thermal field and water to water heat pumps; natural gas emergency generator and integrated building controls. The project will seek LEED Gold Certification, under NC2.2-LEED for New Construction

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

- 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: \$10,000,000.00 (excluding Allowances and Commission's Contingency Funds).
 4. User Agency: Chicago Fire Department
 5. Project is located in Ward: 3rd
 6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Fuller Park and Grand Boulevard Community Areas as designated on Exhibit# 6 Community Area Map.
 7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ingrid Worrell, Contract Officer by (email) ingrid.worrell@cityofchicago.org or (fax) 312-744-3572
 8. Contract Documents Available at: Cushing & Company- 420 W. Huron, Chicago IL60654, Attn: Carolyn Clark, telephone: 312-266-8228.
 9. Online Contract Documents Available at: <http://dfs.cushingco.com/abc.htm>
 10. Pre-Bid Meeting Date, Time, and Location: Thursday, March 17, 2011 at 10:00AM in Room CL 115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
 11. *Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Thursday, March 17, 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.
12. Bid Opening Date and Time: Thursday, March 31, 2011 at 11:00AM
 13. Amount of Bid Deposit: 5% amount of bid
 14. Amount of Commission's Contingency Fund: \$300,000.00
 15. Document Deposit: N/A
 16. Cost for Additional Documents (per set): At the Contractor's own expense.
 17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
 18. Source of Funding: City of Chicago and Other.

B. Time of Completion

Substantial Completion of the Work must be achieved no later than June 1, 2012 after the issuance of Notice to Proceed.

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$300,000.00
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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. Copies of Drawings and Specifications Furnished

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

E. Liquidated Damages

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

| | |
|-----------------------------------|-----------------|
| Substantial Completion of Project | \$5,000 per Day |
|-----------------------------------|-----------------|

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. Contractor understands and agrees that, in addition to the Davis-Bacon provisions in the Contract, Contractor must comply with the "Wage Rate Requirements" provisions set forth in Section 2, Division A., Title XVI, Section 1606 of the Recovery Act. To the extent there is a conflict, the Recovery Act will control. All laborers and mechanics employed by Contractor on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to the Recovery Act, regardless of location, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specific in section 1606 of the American Recovery and Reinvestment Act of 2009, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 1345 of title 40 United States Code.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Ingrid Worrell, Contract Officer, email; Ingrid.worrell@cityofchicago.org 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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

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

F. Preparation of Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

G. Bid Deposit:

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

H. Bidder's Execution of Bid

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

I. Affidavit of Non-Collusion

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

J. MBE and WBE Commitments

Each Bidder, 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

K. Local Business Subcontracting Participation and Community Hiring

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

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

L. Affidavit of Uncompleted Work

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

M. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

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.

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. Canvassing of Bids

The PBC will canvass the Total Base Bids offered by all Bidders. If one or more of the Total Base Bids offered is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Award Criteria Figure.

If none of the Total Base Bids is less than the Construction Budget, deduct the Alternate #1 amount offered by each Bidder from each of the respective Total Base Bids and canvass the results. If one or more of the

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

resulting "Total Base Bid minus Alternate #1" amounts is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Alternate #1 Award Criteria Figure.

If none of the "Total Base Bid minus Alternate #1" amounts is less than the Construction Budget, deduct the Alternate #2 amounts offered by each Bidder from each of the respective "Total Base Bid minus Alternate #1" amounts and canvass the results. If one or more of the resulting "Total Base Bid minus Alternate #1 and #2" amounts is less than the Construction Budget, award will be made to the responsible Bidder with the lowest Alternate #2 Award Criteria Figure.

S. Basis of Award

Award will be made to the responsible Bidder submitting the lowest Award Criteria Figure as determined in accordance with the "Canvassing of Bids" provisions above (Section R. of this Section III.) and otherwise responsive to all the requirements of the Contract Documents.

T. Alternates-Commission Discretion

Responsive Bidders will indicate the deductive price offered for Alternate #1, and Alternate #2 as indicated in the Bid Forms.

Acceptance of any Alternates will be in the sole discretion of the Commission. The Scope or Work for the Contract awarded pursuant to the Bid shall include all of the Work included in the Total Base Bid and as described in the Contract Documents less, as determined in the sole judgment of the Commission, the Scope of Work as described in Alternate #1 and/or Alternate #2.

The determination of the Commission to accept any Alternate offered or any combination Alternates offered shall be made after the bids are canvassed in accordance with the "Canvassing of Bids" provision above and before the Scope of Work to be included in the Contract is established and Contract award is made. The Commission may, after first determining which is the lowest responsive Bid by a responsible Bidder, determine that it is in the best interest of the PBC and the User Agency to increase the Construction Budget rather than accept any or all of the Alternates offered in the low bid.

U. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
 - a) Insurance To Be Provided By the Contractor
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.

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

V. Protests

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

W. 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.

X. 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, April 19, 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

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.

Y. General Conditions for Projects Financed With the American Recovery Reinvestment Act of 2009 Funds

The Bidder is required to comply with the General Conditions for projects financed with the American Recovery Reinvestment act of 2009 as set forth in Exhibit # 3.

Z. Terms and Conditions for Federally Assisted Contracts

The Bidder is required to comply with the Terms and Conditions for Federally Assisted Contracts as set forth in Exhibit # 4.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1522R, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1

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. 1522R (Rebid)
 Engine Company 16

BID FORM

| ITEM | AMOUNT |
|---|-----------------|
| WORK | \$ 10,279,000 - |
| SITE WORK ALLOWANCE | \$100,000.00 |
| COMMISSION'S CONTINGENCY FUND | \$300,000.00 |
| TOTAL BASE BID | \$ 10,679,000 - |
| AWARD CRITERIA FIGURE ("A") <small>(See Section V. Proposal Support Document, line 15 of Award Criteria Figure)</small> | \$ 10,166,408 - |

Alternate #1 (DEDUCT)-Replace terrazzo floor finishes with stained concrete.

| | |
|--|-------------------|
| Total Base Bid | \$ 10,679,000 - |
| Alternate # 1 Deduct | \$(107,000 -) |
| Total Base Bid Minus Alternate #1 | = \$ 10,572,000 - |
| Alternate #1 Award Criteria Figure ("B") | \$ 10,064,544 - |

Alternate #2 (DEDUCT)-Replace burnished concrete masonry units with painted concrete masonry units.

| | |
|--|-------------------|
| Total Base Bid Minus Alternate #1 | \$ 10,572,000 - |
| Alternate # 2 Deduct | \$(174,000 -) |
| Total Base Bid Minus Alternate #1 and #2 | = \$ 10,398,000 - |
| Alternate #2 Award Criteria Figure ("C") | \$ 9,898,896 - |

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1522R (Rebid)
 ENGINE COMPANY 16

**Accepted by
 the
 Commission**

Alternate Deduct Description

**Proposed Alternate
 Deduct Price**

Yes No *See*

Alternate #1 – Deduct- Replace terrazzo floor finishes with stained concrete.

\$ (107,000)

Alternate #2 – Deduct- Replace burnished concrete masonry units with painted concrete masonry units.

\$ (174,000)

Refer to Section III. Instructions for Bidders: R. Canvassing of Bids and T. Alternates – Commission Discretion.

| |
|--|
| <p>SURETY: Please specify full legal name and address of Surety:</p> <p style="text-align: center;">Continental Casualty Company</p> <hr/> <p style="text-align: center;">333 S. Wabash Avenue</p> <hr/> <p style="text-align: center;">Chicago, Illinois 60604</p> <hr/> |
|--|

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1522R (Rebid)
 ENGINE COMPANY 16

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 - 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 | \$16.00 |
| 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 | \$16.00 |
| 24 | Excavate, place and compact on-site aggregate material CA-6 | Cubic Yards | \$12.00 |

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1522R (Rebid)
 ENGINE COMPANY 16

| | | | |
|----|---|-------------|------------|
| 25 | Furnish, place and compact drainage material CA-7 | Tons | \$16.00 |
| 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 excavation and backfill quantities | Each | \$1,500.00 |
| 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 Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards. | Square Yard | \$220.00 |

Total Allowance Fund = \$100,000.00

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 sub grade 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1522R (Rebid)
ENGINE COMPANY 16

| | | | | |
|----------|--|-----------------------|-----------------------|----------------------|
| Line 7. | Multiply Line 6 by Line 1 by 0.01 | \$ 53,395 | \$ 52,860- | \$ 51,990- |
| 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) | 0.10 % | 0.10 % | 0.10 % |
| Line 9. | Multiply Line 8 by Line 1 by 0.04 | \$ 42,716- | \$ 42,288- | \$ 41,592 + |
| 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) | 0.10 % | 0.10 % | 0.10 % |
| Line 11. | Multiply Line 10 by Line 1 by 0.03 | \$ 32,037- | \$ 31,716- | \$ 31,194- |
| 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) | 0.10 % | 0.10 % | 0.10 % |
| Line 13. | Multiply Line 12 by Line 1 by 0.01 | \$ 19,679- | \$ 19,572- | \$ 19,398- |
| Line 14. | Summation of Lines 3, 5, 7, 9, 11, and 13 | \$ 512,592- | \$ 507,456- | \$ 499,104- |
| Line 15. | Subtract Line 14 from Line 1 (= "Award Criteria Figure") | \$ 10,166,408- "A" | \$ 10,064,544- "B" | \$ 9,999,896- "C" |

3. Community Hiring Bonuses

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

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

Definitions

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

PUBLIC BUILDING COMMISSION OF CHICAGO

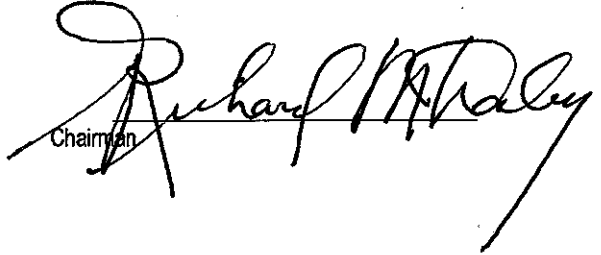
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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


Secretary


Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

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

Contractor Name

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

Address

If a Corporation:

By _____

President

Title of Signatory

ATTEST:

By _____

Secretary

Title

If a Partnership:


Partner by FHP Management, Inc., Sole Manager,
by Robert F. Zitel, Authorized Agent & Sr. V.P.

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

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

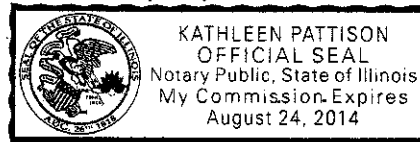
County of Cook State of IL

Subscribed and sworn to before me on this 31st day of March, 20 11.



Notary Public Signature
Commission Expires: August 24, 2014

(SEAL)



CERTIFICATE


I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for execution of the construction of the various projects bid by F. H. Paschen, S.N. Nielsen & Associates LLC.

| | |
|---------------------|-------|
| Frank H. Paschen | Agent |
| James V. Blair | Agent |
| Jeanette T. Charon | Agent |
| Joseph V. Scarpelli | Agent |
| W. Mark Barkowski | Agent |
| Robert F. Zitek | Agent |
| Leo J. Wright | Agent |
| Timothy B. Stone | Agent |
| Christian D. Blake | Agent |
| Douglas Pelletier | Agent |
| Roland Schneider | Agent |
| Charles Freiheit | Agent |
| James J. Habschmidt | Agent |
| David Wainwright | Agent |
| David P. Roy | Agent |

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 10th day of March, 2011.


Jeanette T. Charon
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 10th day of March, 2011.




Notary Public

**CERTIFICATION OF F.H. PASCHEN,
S.N. NIELSEN & ASSOCIATES LLC**

F. H. Paschen, S.N. Nielsen & Associates LLC, hereby certifies that the Operating Agreement of F.H. Paschen, S.N. Nielsen & Associates LLC, executed by all the members of F. H. Paschen, S.N. Nielsen & Associates LLC, states that FHP Management, Inc., is its Sole Manager and that FHP Management, Inc., is its Sole Manager and the Manager's duly authorized Officers and Agents, have full and unrestricted authority on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC to take whatever actions they deem necessary in their sole discretion and to execute and deliver any and all documents, instruments and papers which in their sole discretion may be necessary, expedient or proper in furtherance of its construction projects, including but not limited to all bid documents, bid bonds and construction contracts.

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

By: FHP Management, Inc., Sole Manager

By: 

Frank H. Paschen, Sole Shareholder and
Sole Director

Dated: July 14, 2010


**ACTION BY UNANIMOUS CONSENT OF THE
SOLE DIRECTOR OF FHP MANAGEMENT, INC.**

The undersigned, being the Sole Director of FHP Management, Inc., a corporation organized under the laws of the State of Illinois, does hereby take the following action without a meeting pursuant to the authority of the Illinois Business Corporation Act, as follows:

Resolved, that the following are hereby authorized to execute and deliver for and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient or proper for execution of the construction of the various projects bid by F.H. Paschen, S.N. Nielsen & Associates LLC.

| | |
|---------------------|-------|
| Frank H. Paschen | Agent |
| James V. Blair | Agent |
| Jeanette Charon | Agent |
| Joseph V. Scarpelli | Agent |
| W. Mark Barkowski | Agent |
| Robert F. Zitek | Agent |
| Leo Wright | Agent |
| Timothy B. Stone | Agent |
| James Habschmidt | Agent |
| David Wainwright | Agent |

Resolved further, that the Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary and each Assistant Secretary of the Corporation is authorized to certify the foregoing resolution to any third party to further the business operations of the Company and the business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.



Frank H. Paschen, Sole Director

Dated: July 14, 2010

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC.
8725 WEST HIGGINS RD. SUITE 200
O'HARE PLAZA
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-8

FEE: \$ 2000

DATE ISSUED: 03/14/2011

DATE EXPIRES: 04/16/2012

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Richard M. Daley.

Richard M. Daley
Mayor

Handwritten signature of Richard J. Monocchio.

Richard J. Monocchio
Commissioner

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

ENGINE COMPANY 16

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

| | ("A") Total Base Bid | ("B") Total Base Bid Minus Alternate #1 | ("C") Total Base Bid Minus Alternates #1 and #2 |
|---|-------------------------|--|--|
| Line 1. Total Base Bid, in figures | \$ 10,679,000 | \$ 16,572,000 | \$ 10,398,000 |
| 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) | 0.50% | 0.50% | 0.50% |
| Line 3. Multiply Line 2 by Line 1 by 0.04 | \$ 2,135.80 - | \$ 2,114.40 - | \$ 2,079.00 - |
| 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) | 0.50% | 0.50% | 0.50% |
| Line 5. Multiply Line 4 by Line 1 by 0.03 | \$ 166,185 | \$ 158,980 | \$ 155,970 - |
| 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) | 0.50% | 0.50% | 0.50% |

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

ENGINE COMPANY 16

"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:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

ENGINE COMPANY 16

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

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

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:

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

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

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

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

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

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

5. Reporting

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

- a. The classification "White" includes person of Indo-European descent.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1522R (Rebid)

ENGINE COMPANY 16

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1522R (Rebid)

ENGINE COMPANY 16

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 |
|----------------------------|----------------------------|
| Bricklayers | 30% |
| Carpenters | 35% |
| Cement Masons | 25% |
| Electricians | 25% |
| Glaziers | 25% |
| Ornamental Iron Workers | 15% |
| Lathers | 25% |
| Operating Engineers | 25% |
| Painters | 40% |
| Plasterers | 40% |
| Plumbers | 35% |
| Roofers | 35% |
| Sheet Metal Workers | 40% |
| Sprinkler Fitters | 35% |

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1522R (Rebid)
 ENGINE COMPANY 16

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
 COUNTY OF COOK } SS

Robert F. Zitek, being first duly sworn, deposes and says that:

(1) He~~She~~^{XXX} is Authorized Agent & Sr. Vice President

(Owner, Partner, Officer, Representative or Agent) of
F.H. Paschen, S.N. Nielsen & Associates 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.

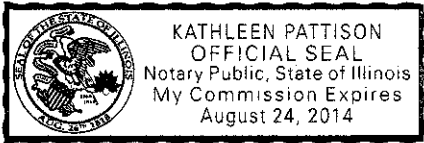
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

Robert F. Zitek
 (Signed)
 by FHP Management, Inc., Sole Manager
 by Robert F. Zitek, Authorized Agent & Sr. V.P.

(Title)
 Subscribed and sworn to before me this 31st day of March 2011

Kathleen Pattison

Notary Public
 (Title)
 My Commission expires: August 24, 2014



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

NA

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 _____
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
Contract No.1522R (Rebid)
ENGINE COMPANY 16

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.1522R (Rebid)
ENGINE COMPANY 16

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state

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)

that he or she was properly authorized by
(Name of Joint Venture)

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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

Name of Project: ENGINE COMPANY 16

Project Number: 07060

FROM:
G.A.G. MASONRY INC MBE WBE
(Name of MBE or WBE)

TO:
F.H. Paschen 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 Dec 22 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. MASONRY

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$1,200,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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:

Masonry - \$1,200,000.00

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:

GOG Masonry Inc

Name of MBE/WBE Firm (Print)

April 1, 2011

Date

773 264-2780

Phone

George A. Garth

Signature

George A. Garth

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

G.A.G. MASONRY INC.

11509 S. Elizabeth Chicago, IL. 60643 (773) 264-2780 fax (773) 264-2781

FAX COVER SHEET

Date: January 3, 2011

Company: Office of Compliance

Attention: Alyse Hutchinson

Fax No: 312 747-3920

Number of pages including cover: 2

From: Anthony Garth

Message:

Please find attached the signed and notarized affidavit for G.A.G. Masonry Inc. If you have any questions, you can reach me at the above numbers.

Thanks,



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 20, 2010

Anthony Garth
G.A.G. Masonry Inc.
11509 S. Elizabeth
Chicago, IL 60643

Re: Certifying the Company's Status as an MBE/WBE/BEPD Company

Dear Company Representative:

The City of Chicago is proud that your company is a certified business owned by minority, female, or disabled individuals (MBE/WBE/BEPD), and that your company is currently doing business with the City. Throughout his tenure, Mayor Richard M. Daley has promoted the use of MBE/WBE/DBE firms, while other municipalities have eliminated or reduced programs that certify and promote the use of MBE/WBE/BEPD firms. Mayor Daley is committed to ensuring that certified MBE/WBE/BEPD companies have access to and opportunities for Chicago's business contracts.

It is also essential, however, that only those properly certified MBE/WBE/BEPD companies benefit from the City's MBE/WBE/BEPD program. Toward that end, and as part of our continuing oversight, the City requires that each certified firm currently doing business with the City complete a short affidavit attesting to the firm's eligibility for certification. Your failure to return an executed original affidavit to the City may subject your company to decertification proceedings or other penalties.

Therefore, please fill out the attached affidavit today. And, return the signed, notarized affidavit to the Office of Compliance by **January 4, 2011** in order to prevent the loss of your MBE/WBE/BEPD status. All affidavits should be sent to our new address located at:

City of Chicago
Office of Compliance – Supplier Diversity Program
333 S. State Street, Suite 320
Chicago, IL 60604

Thank you for your immediate attention to this request. Please do not hesitate to contact the Office of Compliance at (312) 747-7778 should you have questions or if you are unsure of your eligibility for the MBE/WBE/BEPD program.

The City looks forward to continuing its successful MBE/WBE/BEPD program with your active participation.

Sincerely,
Alyse Hutchinson PS
Alyse Hutchinson
Acting Executive Director

AFFIDAVIT

I, ANTHONY GARTH, the PRESIDENT of G.A.G. MASONRY INC.
(insert your name) (insert title) (insert company name)

hereby swear, under penalty of perjury and subject to the City of Chicago's False Statement Act, to the truth of the following statements:

1. I am the majority owner of G.A.G. MASONRY INC. (company name), or am one of the individuals that make up the majority ownership.
2. The company was certified as an MBE/WBE/BEPD (please circle all that apply) by the City of Chicago and is a bona fide Minority and/or Woman Owned Business Enterprise and/or Business owned by a Disabled Person as defined by the City of Chicago MBE/WBE/BEPD regulations posted on the City's website.
3. Since the time the company was certified, no changes have been made to the organizational structure of the company or to the company's operations that would impact its certified status or eligibility.

Anthony Garth
Signature

Jan 3, 2011
Date

State of Illinois, County of Cook
Signed and sworn before me on this 3 day of January, 2011.
Joyce Garth-Dyson
Notary Signature

My commission expires: 11/20/2011



Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **G.A.G. Masonry Inc.**
Owner **Anthony Garth**
Address **11509 S. Elizabeth
Chicago, IL 60643**
> [Map This Address](#)
Phone **773-264-2780**
Fax **773-264-2781**
Email
Website

Certification Information

Certifying Agency **City of Chicago**
Certification Type **MBE - Minority Business Enterprise**
Certification Date **4/10/2009**
Renewal Date **2/1/2011**
Expiration Date **2/1/2011**
Certified Business Description **Masonry Contractor**

Commodity Codes

| Code | Description |
|------------|---|
| NIGP 91051 | Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside |
| NIGP 95935 | Construction Services, General (Marine) |

Customer Support

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

SCHEDULE C - Letter of Intent from MBE/WBE

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

Name of Project: Engine Company 16

Project Number: 07060

FROM:

Atium MBE _____ WBE
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates 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 01/24/2010. 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.

Landscaping Services

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

\$ 344,000.-

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

**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:

Arrium
Name of MBE/WBE Firm (Print)
3/31/2011
Date
030-739-5100
Phone

Kathleen Bruch
Signature
Kathleen Bruch
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

Kathleen Bruch
 Atrium Inc.
 17113 Davey Road
 Lemont, IL 60439

Certification Expires: 5/1/2011

Dear Kathleen Bruch:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until 5/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 3/2/2011. 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 MBE/WBE/BEPD 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.

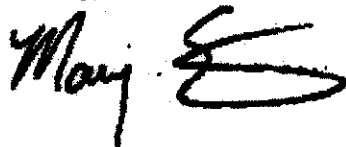
Atrium Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

56173 Landscaping Services

Your firm's participation on City contracts will be credited only toward MBE/WBE/BEPD 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.", with a large, stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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

Name of Project: Engine Company 16

Project Number: 07060

FROM:

GARTHBUILDING PRODUCTS MBE XX WBE _____

(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates 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 XX a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/24/2010. 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.

MATERIALS

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$ 213,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

**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:

GARTH BUILDING PRODUCTS

Name of MBE/WBE Firm (Print)
03/31/2011

Date
708-757-6733

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature
CAROL GARTH

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Carol Garth
Garth Building Products & Services
2741 E. 223Rd Street
Chicago Heights, IL 60411

Annual No Change Affidavit Due:

August 31, 2011

Dear Carol Garth:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise / Women Business Enterprise (MBE/WBE)** by the City of Chicago. This certification is valid until August 31, 2014.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st 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 **August 31, 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 **July 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/WBE 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.

Garth Building Products & Services is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Distributor of Construction Materials; Weather Proofing Services

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in 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 Elliott". 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. 1522R (Rebid)
ENGINE COMPANY 16

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

Name of Project: ENGINE COMPANY 16

Project Number: 07060

FROM:

Metropolitan Steel, Inc. MBE WBE
(Name of MBE or WBE)

TO:

F.H. Paschen SN Nielsen 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 Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8-24-10. 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. F:1 structural steel

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$ 455,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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:

Metropolitan Steel Inc [Signature]
Name of MBE/WBE Firm (Print) Signature
3-31-11 T. Coballes
Date Name (Print)
708 474-2072
Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print) Signature

Date Name (Print)

Phone MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Timothy J Caballero
Metropolitan Steel, Inc.
1931 E. 177th St,
Lansing, IL 60438

Certification Expires: 6/30/2011

Dear Timothy J Caballero:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until 6/30/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 5/1/2011. 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 MBE/WBE/BEPD 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.

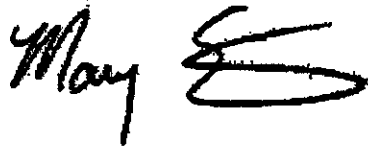
Metropolitan Steel, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

36069 Steel Flooring
57014 Cast Iron, Primary and Semi-Finished
57065 Steel Bridge Truss, Overhead
57068 Steel, Fabricated: Beams, Gabions, Gratings, Walkways, Window Bars, a

Your firm's participation on City contracts will be credited only toward MBE/WBE/BEPD 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.1522R (Rebid)

ENGINE COMPANY 16

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

Name of Project: Engine Company 16

Project Number: 07060

FROM:

Evergreen Supply MBE _____ WBE
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates 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 8-24-10. 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 Supply

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

\$85,000 -

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

**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:

Evergreen Supply
Name of MBE/WBE Firm (Print)
3-31-11
Date
773-375-4750
Phone

Patrick Cunningham
Signature
PCunningham
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

Patricia Gallagher
Evergreen Supply Co.
9901 S. Torrence Ave.
Chicago, IL 60617

Annual No Change Affidavit Due:

October 1, 2011

Dear Patricia Gallagher:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until October 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st 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 October 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 August 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 WBE 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.

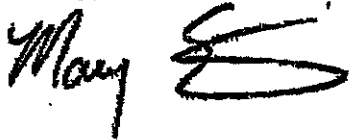
Evergreen Supply Co. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**6036 Electrical Accessories: Alternators, Ammeters, Coils, Distributors, G
91438 Electrical
99837 Electrical Supplies**

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,



Mary Elliott
Acting Managing Deputy

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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

Name of Project: Engine Company 16

Project Number: 07060

FROM:

Tecnica Environmental Services MBE WBE
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates 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 8-24-10. 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.

Exterior Demolition and Earthworks

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$1354,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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:

Tecnica Environmental Services

Name of MBE/WBE Firm (Print)

4/1/11

Date

312/243-0077

Phone


Signature

Brendan Peterson

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

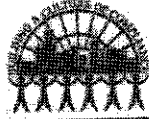
Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Sergio Munoz
Tecnica Environmental
1612 W. Fulton Street
Chicago, IL 60612

Annual No Change Affidavit Due:

September 2, 2011

Dear Sergio Munoz:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until September 2, 2014.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st 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 **September 2, 2011**. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 4, 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.

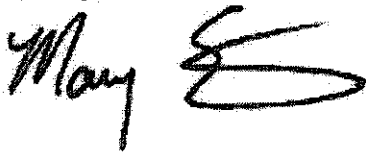
Tecnica Environmental is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

;Asbestos Consulting;Lead and Asbestos Inspection Services;Insulation and Asbestos Installation, Maintenance, Repair and Removal Services (Includes Inspection and Monitoring);Lead Abatement Services;;Demolition Services;Tank Testing Services, Storage (Inc

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. 1522R (Rebid)

ENGINE COMPANY 16

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Engine Company 16

Project Number: 07060

FROM:

Fullerton Industrial Supply, Inc MBE X WBE _____
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates 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 8/24/10. 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.

HVAC - Plumbing Supply

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

\$178,000.-

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

**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:

Fullerton Industrial Supply, Inc
Name of MBE/WBE Firm (Print)

3/31/11
Date

773-525-3003
Phone

[Signature]
Signature
LAWREN BETHAGAMBA
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

Lauren Bellagamba
 Fullerton Industrial Supply, Inc.
 1456 W. Fullerton Ave.
 Chicago, IL 60614

Annual No Change Affidavit Due:

June 1, 2011

Dear Fullerton Industrial Supply, Inc.:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise / Women Business Enterprise (MBE/WBE) by the City of Chicago. This certification is valid until June 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 1st 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 June 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 April 1, 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/WBE 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.

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

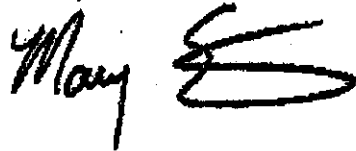
Distributor of Industrial Supplies and Equipment

(Including Janitorial Supplies, Plumbing Supplies, Electrical Supplies, Fasteners, Welding Supplies, Safety Supplies, Abrasives, Hand Tools, Power Tools, Pressing Tools, Utility Locating Equipment, Drain Cleaning & Diagnostic Equipment, Measuring Tools, Pains, Wire Rope Clips, Hooks, Shackles, Hardware Supplies, Filters, Poly Bags, Heating Ventilation and Air-Conditioning (HVAC) Supplies)

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

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

Sincerely,



Mary Elliott
Acting Managing Deputy

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

ENGINE COMPANY 16

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Engine Company 16

Project Number: 07060

FROM:

Meridienne Corp MBE WBE
(Name of MBE or WBE)

TO:

F.H. Paschen 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 _____ 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.

Frame, drywall, Tape and acoustical ceiling

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

\$163,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1522R (Rebid)
ENGINE COMPANY 16

**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: A&A Drywall and Taping Services d/b/a

Meridienne Corporation

Name of MBE/WBE Firm (Print)

03/31/11

Date

773-918-1900

Phone

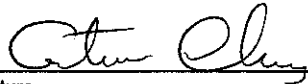
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Arturo Chavez

Name (Print)

Signature

Name (Print)

MBE WBE Non-MBE/WBE



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

September 15, 2008

Arturo Chavez, President
A & A Drywall and Taping Services Inc. d/b/a Meridienne Corp.
1958 W. 59th Street
Chicago, IL 60636

Annual Certificate Expires:
Vendor Number:

October 1, 2009
1072359

Dear Mr. Chavez:

We are pleased to inform you that **A & A Drywall and Taping Services, Inc. d/b/a Meridienne Corp.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **October 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

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

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

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

Drywall and Insulation Contractor; Painting and Wall Covering Contractor

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

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

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/js





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Arturo Chavez
A & A Drywall And Taping Services Inc.
1958 West 59Th Street
Chicago, IL 60636

Annual No Change Affidavit Due:

November 1, 2011

Dear Arturo Chavez:

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 1st 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.

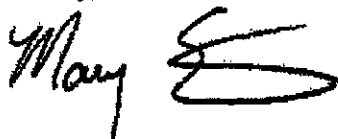
A & A Drywall And Taping Services Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**83268 Tape, Sheetrock
91054 Painting, Maintenance and Repair Services
91075 Wall and Ceiling Repair and Replacement (Including Drywalling)
91461 Painting**

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,



Mary Elliott
Acting Managing Deputy

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1522R (Rebid)
 ENGINE COMPANY 16

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

Name of Project: Engne Company 16

STATE OF ILLINOIS }
) SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Authorized Agent & Sr. Vice President, Robert F. Zitek
 Title and duly authorized representative of

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

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

in the City of Chicago, State of Illinois

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

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------------|---|------------------------------------|------------|
| | | MBE | WBE |
| G.A.G. Masonry, Inc. | Masonry | \$ 1,200,000 | \$ |
| Atrium | Landscaping | \$ | \$ 344,000 |
| Garth Building Products | Construction Supply | \$ 213,000 | \$ |
| Metropolitan Steel | Structural Steel | \$ 455,000 | \$ |
| Evergreen Supply | Electrical Supply | \$ | \$ 85,000 |
| Tecnica Environmental Services | Exterior Demolition & Earthworks | \$ | \$ 354,000 |
| Fullerton Industrial Supply | HVAC & Plumbing Supply | \$ 178,000 | \$ |
| Total Net MBE/WBE Credit | | \$ Page 1 of 2 | \$ |
| Percent of Total Base Bid | | % | % |

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. 1522R (Rebid)
 ENGINE COMPANY 16

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

Name of Project: Engine Company 16

STATE OF ILLINOIS }
) SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Authorized Agent & Sr. Vice President, Robert F. Zitek
 Title and duly authorized representative of

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

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

in the City of Chicago, State of Illinois

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

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------|---|------------------------------------|-------------------|
| | | MBE | WBE |
| Meridienne | Drywall & Acoustical Ceiling | \$ 163,000 | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | Total Net MBE/WBE Credit | \$ 2,563,000 | \$ 429,000 |
| | Percent of Total Base Bid | 24 % | 4 % |

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.1522R (Rebid)
ENGINE COMPANY 16

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:

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

Name of Contractor (Print)

March 31, 2011

Date

773-444-3474

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX


Signature by FHP Management, Inc., Sole Manager
by Robert F. Zitek, Authorized Agent & Sr. V.P.

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

NA

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes ___ no ___

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1522R (Rebid)
 ENGINE COMPANY 16

SEE ATTACHED AFFIDAVIT

Affidavit Of Uncompleted Work

A. Work Under Contract

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

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

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

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

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



Illinois Department of Transportation

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

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

PART I. WORK UNDER CONTRACT

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

| | 1 | 2 | 3 | 4 | |
|--|--------------|------------------|--------------------------------|-----------------|---------------------------|
| Contract Number | Gwendolyn | 4 MW Gen Bldg | Red/Blue Line - Es | McClellan 63073 | |
| Contract With | PBC | Sewer & Water Bd | CTA | IDOT | |
| Estimated Completion Date | July 2011 | May 2012 | October 2011 | Nov 23, 2010 | |
| Total Contract Price | \$34,855,000 | \$7,498,000 | \$17,734,744 | \$10,252,999 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$27,207,002 | \$2,623,317 | \$587,475 | \$1,809,886 | \$597,566,955 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | \$0 |
| | | | Total Value of All Work | | \$597,566,955 |

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

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

| | | | | | Accumulated Totals |
|--------------------------------------|------------------|--------------------|-----------------|-----------------|---------------------------|
| Earthwork | | | | \$0 | \$15,601,474 |
| Portland Cement Concrete Paving | | | | \$0 | \$23,197,513 |
| HMA Plant Mix | | | | | \$0 |
| HMA Paving | | | | | \$0 |
| Clean & Seal Cracks/Joints | | | | | \$0 |
| Aggregate Bases & Surfaces | | | | \$0 | \$591,506 |
| Hwy, R.R. & Wtrwy Strctrs | | | | \$55,000 | \$75,475,689 |
| Drainage | | | | | \$8,279,425 |
| Electrical | | | | | \$0 |
| Cover and Seal Coats | | | | | \$0 |
| Concrete Construction | | | | \$0 | \$20,928,750 |
| Landscaping | | | | | \$0 |
| Fencing | | | | | \$0 |
| Guardrail | | | | | \$0 |
| Painting | | | | | \$0 |
| Signing | | | | | \$0 |
| Cold Milling, Planning & Rotomilling | | | | | \$0 |
| Demolition | | | | | \$4,275,987 |
| Pavement Markings (Paint) | | | | | \$0 |
| Other Construction (List) | | | | \$0 | \$863,000 |
| Building Construction | \$900,000 | \$1,246,000 | \$72,677 | | \$34,942,934 |
| | | | | | \$0 |
| | | | | | \$0 |
| Totals | \$900,000 | \$1,246,000 | \$72,677 | \$55,000 | \$184,156,278 |

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

Part III. Work Subcontracted to Others.

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

| | 1 | 2 | 3 | 4 |
|--------------------|------------------|---------------------|------------------|------------------|
| Subcontractor | Terra Demolition | Durr Heavy | DLZ | Kapur |
| Type of Work | Demolition | Excavation | Survey | Survey |
| Subcontract Price | \$70,000 | \$270,145 | \$50,000 | \$98,354 |
| Amount Uncompleted | \$50,000 | \$270,145 | \$37,574 | \$0 |
| Subcontractor | Earth Inc. | Balfour Beatty Rail | MJC | Geneva |
| Type of Work | Excavation | Rail | Demolition | Asphalt |
| Subcontract Price | \$1,157,188 | \$130,000 | \$140,069 | \$459,898 |
| Amount Uncompleted | \$134,300 | \$115,000 | \$0 | \$296,966 |
| Subcontractor | Sanchez Paving | Golf South | Garth | Gateway |
| Type of Work | Asphalt | Piling | Demolition | Rebar Erection' |
| Subcontract Price | \$150,000 | \$780,000 | \$749,146 | \$102,876 |
| Amount Uncompleted | \$94,000 | \$780,000 | \$69,739 | \$15,721 |
| Subcontractor | Hartford & Son | Nola | U S Architectual | Homar |
| Type of Work | Utility | Concrete | Steel | Tree removal |
| Subcontract Price | \$183,334 | \$1,266,000 | \$1,501,701 | \$12,634 |
| Amount Uncompleted | \$53,165 | \$1,266,000 | \$37,434 | \$0 |
| Subcontractor | Atrium | Accurate Steel | Q C Enterprize | Alpine |
| Type of Work | Landscape | Steel Erection | Terrazzo | Demolition |
| Subcontract Price | \$504,500 | \$441,038 | \$45,130 | \$50,100 |
| Amount Uncompleted | \$443,040 | \$441,038 | \$0 | \$3,200 |
| Subcontractor | Illinois Masonry | ABG | EVC | GFS |
| Type of Work | Masonry | Caulking | Paint | Guard Rail' |
| Subcontract Price | \$1,742,000 | \$23,500 | \$99,563 | \$195,941 |
| Amount Uncompleted | \$1,725,430 | \$23,500 | \$3,500 | \$97,077 |
| Subcontractor | Carlo Steel | Bernard Mechanicl | Commonwealth | Laredo system |
| Type of Work | Steel | HVAC | Downspouts | Landscape |
| Subcontract Price | \$3,002,181 | \$878,000 | \$59,498 | \$98,191 |
| Amount Uncompleted | \$1,875,207 | \$878,000 | \$0 | \$81,061 |
| Subcontractor | Qunico Steel | Fisk' | Admiral Heating | Gillen |
| Type of Work | Steel Erection | Electrical | HVAC | Sheeting |
| Subcontract Price | \$50,000 | \$855,000 | \$19,000 | \$1,437,723 |
| Amount Uncompleted | \$50,000 | \$855,000 | \$0 | \$705,764 |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Miscellaneous | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$26,745,797 | \$2,869,317 | \$10,271,415 | \$2,680,916 |
| Amount Uncompleted | \$21,881,860 | \$1,377,317 | \$366,551 | \$555,097 |
| Total Uncompleted | \$26,307,002 | \$6,006,000 | \$514,798 | \$1,754,886 |

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



Illinois Department of Transportation

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

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

PART I. WORK UNDER CONTRACT

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

| | 5 | 6 | 7 | 8 | 9 |
|--|-------------------|---------------------|---------------|---------------|--------------------|
| Contract Number | Coastal Harbor150 | 51R-1 | Schurz H S | Brighton Park | Lake St. Column Re |
| Contract With | PBC | City of Des Plaines | CPS | PBC | CDOT |
| Estimated Completion Date | Oct 31, 2011 | June 15, 2011 | July 30, 2011 | June, 2010 | June 1, 2011 |
| Total Contract Price | \$15,461,491 | \$11,552,960 | \$10,445,000 | \$22,699,005 | \$6,694,159 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$12,487,213 | \$7,304,940 | \$830,705 | \$472,874 | \$3,860,599 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

Joint Venture Portion

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

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

| | | | | | |
|--------------------------------------|-------------|-------------|----------|-----|-------------|
| Earthwork | \$725,000 | \$121,500 | | | \$108,000 |
| Portland Cement Concrete Paving | | \$1,924,244 | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | \$27,000 | | | |
| Hwy, R.R. & Wtrwy Strctrs | \$2,889,917 | \$150,000 | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | \$1,161,724 | | | \$297,500 |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | \$121,500 | | | \$117,000 |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | \$853,000 |
| Building Construction | | | \$50,000 | | |
| Totals | \$3,614,917 | \$3,505,968 | \$50,000 | \$0 | \$1,375,500 |

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

Part III. Work Subcontracted to Others.

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

| | 5 | 6 | 7 | 8 | 9 |
|--------------------|------------------|--------------------|-----------------|------------------|--------------------|
| Subcontractor | Industrial Fence | Kapur | Fence Co. | C Szabo | Metropolitan Steel |
| Type of Work | Fence | Survey | Fence | Utility | Steel Erection |
| Subcontract Price | \$55,000 | \$73,650 | \$2,863 | \$385,508 | \$1,819,751 |
| Amount Uncompleted | \$19,000 | \$55,238 | | \$0 | \$676,347 |
| Subcontractor | Mega Steel | Kalgen | Vixen | Wingren | Kapur |
| Type of Work | Rebar Erection | Q/C | Curb | Landscape | Survey |
| Subcontract Price | \$98,000 | \$26,000 | \$40,580 | \$312,998 | \$38,650 |
| Amount Uncompleted | \$98,000 | \$25,000 | \$13,280 | \$0 | \$30,920 |
| Subcontractor | | Arrow Road | MBB Enterprize | Beverly | Bigane |
| Type of Work | | Asphalt | Masonry | Asphalt | Paving |
| Subcontract Price | | \$1,480,500 | \$250,000 | \$32,309 | \$403,382 |
| Amount Uncompleted | | \$1,142,473 | \$128,320 | \$0 | \$358,995 |
| Subcontractor | | Lindahl | M Cannon | Universal | Aldridge EI |
| Type of Work | | Excavation | Roofing | Misc Metal. | Electrical |
| Subcontract Price | | \$1,976,362 | \$95,710 | \$111,926 | \$504,982 |
| Amount Uncompleted | | \$1,222,908 | \$49,710 | \$0 | \$482,891 |
| Subcontractor | | Lady Lighting | Cobra | Kremer Davis | Midwest Fence |
| Type of Work | | Electrical | Drywall | Glass | Fence |
| Subcontract Price | | \$947,350 | \$38,485 | \$76,000 | \$14,516 |
| Amount Uncompleted | | \$854,733 | \$13,085 | \$0 | \$13,566 |
| Subcontractor | | GFS | Midway Overhead | L B Hall | Atrium |
| Type of Work | | Fence | Doors | Fire protection | Landscape |
| Subcontract Price | | \$90,013 | \$5,950 | \$175,758 | \$182,372 |
| Amount Uncompleted | | \$73,966 | | \$0 | \$182,372 |
| Subcontractor | | Natural Creation | J P Phillips | Just rite | Homer |
| Type of Work | | Landscaping | Plaster | Accoustical Clg | Tree Removal |
| Subcontract Price | | \$191,640 | \$33,500 | \$305,000 | \$6,449 |
| Amount Uncompleted | | \$172,940 | \$3,350 | | \$2,390 |
| Subcontractor | | Maintenance Coatii | Mr. David | Mid America | SEI Coatings |
| Type of Work | | Pavement Mkg | Carpet | Elevator | Paint |
| Subcontract Price | | \$31,869 | \$10,350 | \$164,707 | \$101,550 |
| Amount Uncompleted | | \$31,869 | \$3,350 | \$0 | \$85,284 |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Miscellaneous | Uncommitted Subs | Miscellaneous | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$11,580,525 | \$750,367 | \$7,276,804 | \$18,466,053 | \$3,926,086 |
| Amount Uncompleted | \$8,755,296 | \$219,845 | \$569,610 | \$472,874 | \$652,334 |
| Total Uncompleted | \$8,872,296 | \$3,798,972 | \$780,705 | \$472,874 | \$2,485,099 |

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



Illinois Department of Transportation

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

Affidavit of Availability

For Letting of April 29, 2011

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

PART I. WORK UNDER CONTRACT

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

| | 10 | 11 | Pending | Pending | 14 |
|--|----------------|-------------------|---------------|---------------|---------------|
| Contract Number | Osborne School | S. Plaquemines HS | Contact 62478 | Contact 62479 | Contact 64815 |
| Contract With | Lousiana DOE | Plaquemines Paris | IDOT | IDOT | IDOT |
| Estimated Completion Date | January 2012 | July 2012 | Sept 12, 2012 | Sept 12, 2012 | Oct 12, 2012 |
| Total Contract Price | \$21,375,000 | \$37,164,000 | \$30,486,604 | \$42,262,987 | \$22,406,848 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$19,790,520 | \$36,386,569 | \$30,486,604 | \$42,262,987 | \$22,406,848 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

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

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

| | | | | | |
|--------------------------------------|-------------|-------------|--------------|--------------|--------------|
| Earthwork | | | \$1,750,000 | \$3,100,000 | |
| Portland Cement Concrete Paving | | | \$5,765,196 | \$7,233,534 | \$358,000 |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | | \$5,475,024 | \$8,103,082 | \$11,791,084 |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | | | \$1,100,000 | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | \$425,000 | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | \$2,252,000 | \$3,900,000 | | | |
| Totals | \$2,252,000 | \$3,900,000 | \$13,415,220 | \$19,536,616 | \$12,149,084 |

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

BC 57 (Rev. 08/17/10)

BC 57 (Rev. 08/17/10)

Part III. Work Subcontracted to Others.

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

| | 11 | 13 | Pending | Pending | 14 |
|--------------------|--------------------|-------------------------|------------------|------------------|------------------|
| Subcontractor | Eustis Eng | Riverlands | | | |
| Type of Work | Design | Survey | | | |
| Subcontract Price | \$75,000 | \$30,000 | | | |
| Amount Uncompleted | \$46,625 | \$30,000 | | | |
| Subcontractor | Riverlands | Accurate Steel Erectors | | | |
| Type of Work | Survey | Steel Erection | | | |
| Subcontract Price | \$40,889 | \$1,142,018 | | | |
| Amount Uncompleted | \$20,000 | \$1,142,018 | | | |
| Subcontractor | J & A Construction | WEB | | | |
| Type of Work | Concrete | Misc. Metal | | | |
| Subcontract Price | \$1,400,000 | \$476,200 | | | |
| Amount Uncompleted | \$1,277,296 | \$476,200 | | | |
| Subcontractor | Southern Masonry | Kemco | | | |
| Type of Work | Masonry | Waterproofing | | | |
| Subcontract Price | \$1,344,000 | \$165,030 | | | |
| Amount Uncompleted | \$1,344,000 | \$165,030 | | | |
| Subcontractor | Accurate Steel | Alpine Roofing | | | |
| Type of Work | Steel | Roofing | | | |
| Subcontract Price | \$2,000,000 | \$1,240,000 | | | |
| Amount Uncompleted | \$2,000,000 | \$1,240,000 | | | |
| Subcontractor | KMT Painting | J-Kaulk Firestopping | | | |
| Type of Work | Painting | Firestopping | | | |
| Subcontract Price | \$127,330 | \$80,000 | | | |
| Amount Uncompleted | \$127,330 | \$80,000 | | | |
| Subcontractor | Kedmoc | Alpha | | | |
| Type of Work | Waterproofing | Insulation | | | |
| Subcontract Price | \$43,531 | \$45,000 | | | |
| Amount Uncompleted | \$43,531 | \$45,000 | | | |
| Subcontractor | G & L | Glass Inc. | | | |
| Type of Work | Curtain Wall | Glass | | | |
| Subcontract Price | \$590,000 | \$940,000 | | | |
| Amount Uncompleted | \$590,000 | \$940,000 | | | |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$15,926,218 | \$33,045,752 | \$17,071,384 | \$22,726,371 | \$10,257,764 |
| Amount Uncompleted | \$12,089,738 | \$28,368,321 | \$17,071,384 | \$22,726,371 | \$10,257,764 |
| Total Uncompleted | \$17,538,520 | \$32,486,569 | \$17,071,384 | \$22,726,371 | \$10,257,764 |

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



Illinois Department of Transportation

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PART I. WORK UNDER CONTRACT

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

| | 15 | 16 | Pending | 18 | 19 |
|--|----------------|---------------------|--------------|------------------|------------------|
| Contract Number | Thorton Quarry | Belmont/Fullerton s | Lift Bridge | Upper DesPlaines | Southwest Middle |
| Contract With | MWRDGC | CTA | CDOT | MWRDofGC | PBC |
| Estimated Completion Date | Jan 1, 2011 | February 2010 | May 31, 2012 | May 2009 | Oct 1, 2009 |
| Total Contract Price | \$54,898,250 | \$112,598,946 | \$24,078,913 | \$8,991,456 | \$29,480,573 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$43,299,260 | \$518,870 | \$24,078,913 | \$842,220 | \$63,941 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

Joint Venture Portion

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

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

| | | | | | |
|--------------------------------------|--------------|-----|--------------|-----------|-----|
| Earthwork | \$3,071,520 | | | | |
| Portland Cement Concrete Paving | \$405,000 | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | | \$12,224,200 | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | \$8,766,630 | | \$500,000 | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | \$2,000,000 | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | | | | \$121,000 | |
| | | | | | |
| | | | | | |
| Totals | \$12,243,150 | \$0 | \$14,724,200 | \$121,000 | \$0 |

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Part III. Work Subcontracted to Others.

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

| | 15 | 16 | Pending | 18 | 19 |
|--------------------|-------------------|--------------------|-----------------|-------------------|--------------------|
| Subcontractor | Kapur | Dynamic Wrecking | | Falk | M T Transit |
| Type of Work | Survey | Demolition | | Survey | Excavation |
| Subcontract Price | \$334,531 | \$4,395,341 | | \$65,596 | \$416,968 |
| Amount Uncompleted | \$242,071 | \$5,043 | | \$0 | \$0 |
| Subcontractor | Proshot | Case Foundation | | Harrington | Flk Engineer |
| Type of Work | Shotcrete | Cassions | | Excavation | Survey |
| Subcontract Price | \$1,833,970 | \$4,293,951 | | \$170,415 | \$56,876 |
| Amount Uncompleted | \$300,026 | \$0 | | \$0 | \$0 |
| Subcontractor | Hayward Baker | Civil Contr. | | | Pederson |
| Type of Work | Grouting | Utilities | | | Landscape |
| Subcontract Price | \$25,684,460 | \$794,609 | | | \$469,997 |
| Amount Uncompleted | \$22,056,190 | \$16,370 | | | \$0 |
| Subcontractor | A & C Electrical | A & H | | | Degrif |
| Type of Work | Electrical | Plumbing | | | Concrete |
| Subcontract Price | \$708,363 | \$410,365 | | | \$1,619,618 |
| Amount Uncompleted | \$316,081 | \$4,613 | | | \$0 |
| Subcontractor | Raimonde Drilling | Just Rite | | M A Steel | All Masonry |
| Type of Work | Drilling | Accoustical | | Rebar | Masonry |
| Subcontract Price | \$4,846,635 | \$19,308 | | \$15,000 | \$4,190,068 |
| Amount Uncompleted | \$3,897,394 | | | \$11,975 | \$57,780 |
| Subcontractor | Midwest | Chappel West, Inc. | | Acura | Metropolitan Steel |
| Type of Work | Fence | Metal Bldg | | Misc Conc. | Steel |
| Subcontract Price | \$646,804 | \$247,947 | | \$26,184 | \$2,990,799 |
| Amount Uncompleted | \$192,073 | \$0 | | \$0 | \$6,161 |
| Subcontractor | Hi Tech | Brand | | F & B | WEB |
| Type of Work | Rockfall | Scaffolding | | Masonry | Misc Metal |
| Subcontract Price | \$964,320 | \$4,772 | | \$23,900 | \$379,497 |
| Amount Uncompleted | \$334,178 | \$0 | | \$0 | \$0 |
| Subcontractor | | Break thru | | Atlantic Painting | L B Hall |
| Type of Work | | Demolition | | Paint | Spray Fireproffing |
| Subcontract Price | | \$353,400 | | \$271,653 | \$98,000 |
| Amount Uncompleted | | \$0 | | \$16,749 | \$0 |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Uncommitted Subs | Uncommitted Subs | Miscellaneous | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$39,508,250 | \$56,377,990 | \$9,354,713 | \$7,929,024 | \$16,267,211 |
| Amount Uncompleted | \$3,718,098 | \$492,844 | \$9,354,713 | \$692,496 | |
| Total Uncompleted | \$31,056,110 | \$518,870 | \$9,354,713 | \$721,220 | \$63,941 |

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



Illinois Department of Transportation

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PART I. WORK UNDER CONTRACT

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| | 20 | 21 | 22 | 23 | 24 |
|--|---------------|---------------|------------------|------------------|-------------------|
| Contract Number | I-69 # 33049A | O'Hare MP-JOC | 4 mW Gen Plant | Pp St 14 # 5205 | S. Claiborne Str. |
| Contract With | INDOT | CDOT | Sewerage Water B | Sewerage Water B | City of N W |
| Estimated Completion Date | Oct 6, 2012 | January 2008 | May 2012 | December 2011 | July 2011 |
| Total Contract Price | \$22,627,896 | \$10,000,000 | \$7,498,000 | \$5,279,000 | \$1,755,000 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$22,238,346 | \$4,467,378 | \$6,424,275 | \$5,279,000 | \$1,755,000 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

Joint Venture Portion

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

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

| | | | | | |
|--------------------------------------|--------------|-----|-------------|-------------|-----|
| Earthwork | | | | | |
| Portland Cement Concrete Paving | | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | \$12,595,450 | | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | | \$1,005,528 | \$2,666,210 | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | | | | | |
| | | | | | |
| | | | | | |
| Totals | \$12,595,450 | \$0 | \$1,005,528 | \$2,666,210 | \$0 |

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Part III. Work Subcontracted to Others.

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

| | 20 | 21 | 22 | 23 | 24 |
|--------------------|------------------|------------------|------------------|------------------|------------------|
| Subcontractor | | | Durr | | |
| Type of Work | | | Excavation | | |
| Subcontract Price | | | \$308,933 | | |
| Amount Uncompleted | | | \$140,905 | | |
| Subcontractor | | | Gulf South | | |
| Type of Work | | | Piling | | |
| Subcontract Price | | | \$754,423 | | |
| Amount Uncompleted | | | \$642,052 | | |
| Subcontractor | | | Nola | | |
| Type of Work | | | Concrete | | |
| Subcontract Price | | | \$1,266,000 | | |
| Amount Uncompleted | | | \$1,189,868 | | |
| Subcontractor | | | Accurate | | |
| Type of Work | | | Steel | | |
| Subcontract Price | | | \$444,038 | | |
| Amount Uncompleted | | | \$444,038 | | |
| Subcontractor | | | ABG | | |
| Type of Work | | | Caulking | | |
| Subcontract Price | | | \$23,500 | | |
| Amount Uncompleted | | | \$23,500 | | |
| Subcontractor | | | L. Crane & Elc | | |
| Type of Work | | | Electrical | | |
| Subcontract Price | | | \$109,000 | | |
| Amount Uncompleted | | | \$109,000 | | |
| Subcontractor | | | Bernhard | | |
| Type of Work | | | Mechanical | | |
| Subcontract Price | | | \$878,000 | | |
| Amount Uncompleted | | | \$878,000 | | |
| Subcontractor | | | American | | |
| Type of Work | | | Movers | | |
| Subcontract Price | | | \$14,000 | | |
| Amount Uncompleted | | | \$14,000 | | |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$9,642,896 | \$10,000,000 | \$2,694,578 | \$2,612,790 | \$1,755,000 |
| Amount Uncompleted | \$9,642,896 | \$4,467,378 | \$1,977,384 | \$2,612,790 | \$1,755,000 |
| Total Uncompleted | \$9,642,896 | \$4,467,378 | \$5,418,747 | \$2,612,790 | \$1,755,000 |

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



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PART I. WORK UNDER CONTRACT

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| | 25 | 26 | 27 | 28 | 29 |
|--|-----------------|-----------------|----------------|---------------|-------------------|
| Contract Number | 143rd St. | UPRR Relocation | Morgan St. | HVAC upgrade | Wells to Michigan |
| Contract With | Orland Park, IL | CDOA | CDOT | Cook County | CDOT |
| Estimated Completion Date | Nov 11, 2011 | Sept. 9, 2011 | September 2011 | June 30, 2011 | May 1, 2012 |
| Total Contract Price | \$10,231,124 | \$11,063,984 | \$25,257,000 | \$3,396,000 | \$16,943,634 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$10,231,124 | \$9,997,038 | \$19,910,263 | \$3,396,000 | \$16,138,684 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

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

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

| | | | | | |
|--------------------------------------|-------------|-------------|-------------|-----------|-------------|
| Earthwork | \$1,320,820 | \$443,170 | \$405,000 | | \$444,600 |
| Portland Cement Concrete Paving | \$2,349,981 | | | | \$783,750 |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | \$1,719,446 | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | \$1,055,622 | \$1,054,690 | \$1,417,500 | | \$935,750 |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | \$500,037 | | | | \$1,112,450 |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | | | \$4,333,500 | \$325,000 | \$617,500 |
| | | | | | |
| | | | | | |
| Totals | \$5,226,460 | \$3,217,306 | \$6,156,000 | \$325,000 | \$3,894,050 |

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Part III. Work Subcontracted to Others.

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

| | 25 | 26 | 27 | 28 | 29 |
|--------------------|------------------|------------------|------------------|-----------------|--------------------|
| Subcontractor | | Homar | DLZ | Midway | American Conc |
| Type of Work | | Clearing | Survey | Drywall | Concrete Restorati |
| Subcontract Price | | \$17,715 | \$180,000 | \$102,000 | \$223,204 |
| Amount Uncompleted | | \$17,715 | \$128,428 | \$102,000 | \$223,204 |
| Subcontractor | | Kedmont | Quality | Natola | John Burns |
| Type of Work | | Waterproofing | Excavation | Concrete | Electrical |
| Subcontract Price | | \$71,500 | \$402,562 | \$13,200 | \$4,514,112 |
| Amount Uncompleted | | \$71,500 | \$241,271 | \$13,200 | \$4,514,112 |
| Subcontractor | | | Hayward Baker | Romero | GFS |
| Type of Work | | | Retention | Steel | Fence |
| Subcontract Price | | | \$1,220,350 | \$72,000 | \$789,350 |
| Amount Uncompleted | | | \$95,795 | \$72,000 | \$789,350 |
| Subcontractor | | | Hard Rock | M Cannon | Cleveland Marble |
| Type of Work | | | Saw Cutting | Roofing | Precast - Mason |
| Subcontract Price | | | \$17,800 | \$7,200 | \$599,650 |
| Amount Uncompleted | | | \$3,800 | \$7,200 | \$599,650 |
| Subcontractor | | | Railworks | Nikolas | Schmidt |
| Type of Work | | | Trackwork | Paint | Brick paver |
| Subcontract Price | | | \$552,000 | \$8,500 | \$363,025 |
| Amount Uncompleted | | | \$180,000 | \$8,500 | \$363,025 |
| Subcontractor | | | Scurto | Gammie | Garth Ceisel |
| Type of Work | | | Concrete | Plumbing | masonry |
| Subcontract Price | | | \$694,905 | \$39,000 | \$346,025 |
| Amount Uncompleted | | | \$595,828 | \$39,000 | \$346,025 |
| Subcontractor | | | Atlantic | Edwards | Highway Safety |
| Type of Work | | | Paint | HVAC | Traffic Control |
| Subcontract Price | | | \$386,000 | \$1,955,000 | \$114,206 |
| Amount Uncompleted | | | \$304,000 | \$1,955,000 | \$114,206 |
| Subcontractor | | | Western Remac | Broadway | |
| Type of Work | | | Signage | Electrical | |
| Subcontract Price | | | \$210,000 | \$396,000 | |
| Amount Uncompleted | | | \$210,000 | \$396,000 | |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Miscellaneous | Uncommitted Subs |
| Subcontract Price | \$5,004,664 | \$7,439,268 | \$13,993,383 | \$478,100 | \$5,695,060 |
| Amount Uncompleted | \$5,004,664 | \$6,690,517 | \$11,995,141 | \$478,100 | \$5,295,062 |
| Total Uncompleted | \$5,004,664 | \$6,779,732 | \$13,754,263 | \$3,071,000 | \$12,244,634 |

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



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| | Pending | 31 | 32 | 33 | 34 |
|--|--------------------|---------------|---------------|-----------------|--------------|
| Contract Number | Matteson Brdg 25.5 | Oliver Harvey | Leithon 1.73 | ISTHA | West Jackson |
| Contract With | CN RR | City Colleges | CN | I-90 RR-09-5582 | CDOT |
| Estimated Completion Date | June 2011 | June 2011 | Dec. 10, 2010 | July 2010 | May, 2010 |
| Total Contract Price | \$264,850 | \$3,316,500 | \$821,401 | \$2,408,698 | \$11,915,264 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$264,850 | \$1,242,154 | \$220,094 | \$116,831 | \$1,321,203 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

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

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

| | | | | | |
|--------------------------------------|----------|-----------|-----------|---------|----------|
| Earthwork | | | | | |
| Portland Cement Concrete Paving | | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | \$75,000 | | \$220,094 | \$7,500 | \$16,000 |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | | | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | \$10,000 |
| Building Construction | | \$210,000 | | | |
| | | | | | |
| | | | | | |
| Totals | \$75,000 | \$210,000 | \$220,094 | \$7,500 | \$26,000 |

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

Part III. Work Subcontracted to Others.

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

| | Pending | 31 | 32 | 33 | 34 |
|--------------------|------------------|---------------------|------------------|-----------------|---------------------|
| Subcontractor | | T & D Exc. | | | |
| Type of Work | | Excavating | | American | Midwest Fence |
| Subcontract Price | | \$685,872 | | Restoration | Fence |
| Amount Uncompleted | | \$181,500 | | \$1,036,471 | \$11,330 |
| Subcontractor | | Troch McNeil Paving | | \$74,738 | |
| Type of Work | | Asphalt | | Road Safe | Omega |
| Subcontract Price | | \$537,690 | | Traffic Control | Demolition |
| Amount Uncompleted | | \$535,000 | | \$206,936 | \$1,152,160 |
| Subcontractor | | NorthStar dba | | \$34,593 | \$29,121 |
| Type of Work | | Utility | | GFS | John Burns |
| Subcontract Price | | \$281,230 | | Guard Rail | Electrial |
| Amount Uncompleted | | \$270,000 | | \$32,516 | \$1,895,551 |
| Subcontractor | | Acorn Fence | | \$0 | \$251,082 |
| Type of Work | | Fence | | S & J | Traffic Control & P |
| Subcontract Price | | \$13,850 | | Steel | Traffic control |
| Amount Uncompleted | | \$0 | | \$55,269 | \$88,466 |
| Subcontractor | | Arlington Glass | | \$0 | \$4,644 |
| Type of Work | | Storefront | | Kalgen | Pine |
| Subcontract Price | | \$24,478 | | Q/c | Waterproofing |
| Amount Uncompleted | | \$0 | | \$7,670 | \$113,897 |
| Subcontractor | | Atrium | | | \$6,497 |
| Type of Work | | Landscape | | | Mega |
| Subcontract Price | | \$180,000 | | | Rebar |
| Amount Uncompleted | | \$180,000 | | | \$228,151 |
| Subcontractor | | Vixen | | | \$0 |
| Type of Work | | Curb and Gutter | | | White Way |
| Subcontract Price | | \$309,804 | | | Sign |
| Amount Uncompleted | | \$228,000 | | | \$24,590 |
| Subcontractor | | Jin | | | \$0 |
| Type of Work | | Electrical | | | Kapur |
| Subcontract Price | | \$185,272 | | | Survey |
| Amount Uncompleted | | \$99,959 | | | \$52,794 |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Uncommitted Subs | Miscellaneous | Uncommitted Subs | Miscellaneous | Miscellaneous |
| Subcontract Price | \$189,850 | \$2,715,000 | | \$343,664 | \$4,507,970 |
| Amount Uncompleted | \$189,850 | \$1,032,154 | | | \$1,003,859 |
| Total Uncompleted | \$189,850 | \$1,032,154 | \$0 | \$109,331 | \$1,295,203 |

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



Illinois Department of Transportation

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

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

PART I. WORK UNDER CONTRACT

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

| | 35 | 36 | 37 | 38 | 39 |
|--|--------------------|------------------|---------------|---------------------|-------------------|
| Contract Number | Improvements to Ba | Ravenswood North | Haas Park | Jardine Water Purif | Back of Yard Site |
| Contract With | MWRDof GC | CTA | PBC | CDOW | PBC |
| Estimated Completion Date | March 2012 | December 2009 | Sept 30, 2011 | January 2008 | June 3, 2011 |
| Total Contract Price | \$20,595,333 | \$22,852,000 | \$4,452,000 | \$16,176,605 | \$4,550,000 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$5,973,588 | \$1,226,161 | \$4,452,000 | \$598,509 | \$4,550,000 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

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

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

| | | | | | |
|--------------------------------------|-------------|----------|-------------|-----------|-------------|
| Earthwork | | | | | |
| Portland Cement Concrete Paving | | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | | | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | \$1,359,119 | \$25,000 | \$1,125,000 | \$597,268 | \$1,275,000 |
| | | | | | |
| Totals | \$1,359,119 | \$25,000 | \$1,125,000 | \$597,268 | \$1,275,000 |

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

Part III. Work Subcontracted to Others.

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

| | 35 | 36 | 37 | 38 | 39 |
|--------------------|------------------|--------------------|------------------|----------------------|------------------|
| Subcontractor | Il in One | Garth Const. | Technica | Technica | |
| Type of Work | Process Plates | Demolition | Abatement | Abatement | |
| Subcontract Price | \$3,565,440 | \$1,067,177 | \$120,000 | \$48,060 | |
| Amount Uncompleted | \$908,753 | \$0 | \$120,000 | \$0 | |
| Subcontractor | Composite St | Swanson | Pan American | Naturescape | |
| Type of Work | Steel | Track Work | Concrete | Landscape | |
| Subcontract Price | \$324,674 | \$7,695,000 | \$145,000 | \$66,700 | |
| Amount Uncompleted | \$199,174 | \$0 | \$145,000 | \$0 | |
| Subcontractor | Wolf | Diaz | Aspen | Cabo Const | |
| Type of Work | Mechanical | Landscape | Plumbing | Sewer | |
| Subcontract Price | \$323,055 | \$4,750 | \$189,900 | \$1,567,730 | |
| Amount Uncompleted | \$97,685 | \$0 | \$189,900 | \$0 | |
| Subcontractor | Crown | Metropolitan Steel | Jaymor Elec | National Restoration | |
| Type of Work | Paint | Erect Steel | Electrical | Conc Restoration | |
| Subcontract Price | \$51,728 | \$90,000 | \$326,000 | \$712,771 | |
| Amount Uncompleted | \$51,728 | \$0 | \$326,000 | \$0 | |
| Subcontractor | Gammie | Mader | | Weis | |
| Type of Work | Plumbing | Roof | | Masonry | |
| Subcontract Price | \$17,370 | \$480 | | \$715,000 | |
| Amount Uncompleted | \$0 | \$0 | | \$0 | |
| Subcontractor | Just Rite | Divane | | Midwest Fence | |
| Type of Work | Ceiling | Electrical | | Fence | |
| Subcontract Price | \$5,200 | \$1,618,191 | | \$153,131 | |
| Amount Uncompleted | \$5,200 | | | \$0 | |
| Subcontractor | MTH | | | A Green | |
| Type of Work | Steel | | | Plumbing | |
| Subcontract Price | \$81,851 | | | \$21,000 | |
| Amount Uncompleted | \$0 | | | \$0 | |
| Subcontractor | Spectrum | | | Divane | |
| Type of Work | Masonry | | | Electrical | |
| Subcontract Price | \$774,700 | | | \$3,547,869 | |
| Amount Uncompleted | \$751,150 | | | \$1,241 | |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$12,128,227 | \$4,994,464 | \$2,546,100 | \$3,782,266 | \$3,275,000 |
| Amount Uncompleted | \$2,600,779 | \$1,201,161 | \$2,546,100 | | \$3,275,000 |
| Total Uncompleted | \$4,614,469 | \$1,201,161 | \$3,327,000 | \$1,241 | \$3,275,000 |

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



Illinois Department of Transportation

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

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PART I. WORK UNDER CONTRACT

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

| | 40 | 41 | 42 | 43 | 44 |
|--|--------------------|----------------|-------------------|---------------------|-------------------|
| Contract Number | Hydraulic Improver | Calumet Sludge | SB I-94,I-07-5226 | Brown Line - 4 Stat | Primary Stl Tanks |
| Contract With | MWRD of GC | MWRD of GC | ISTHA | CTA | MWRD of GC |
| Estimated Completion Date | March 2010 | Aug. 4, 2012 | Nov. 21, 2008 | November 2009 | November 2012 |
| Total Contract Price | \$62,587,781 | \$4,996,800 | \$32,932,708 | \$68,487,369 | \$138,974,992 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$169,318 | \$3,351,113 | \$603,910 | \$221,489 | \$16,268,556 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |

Joint Venture Portion Joint Venture Portion Joint Venture Portion

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

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

| | | | | | |
|--------------------------------------|-----|-----------|-----|-----|-------------|
| Earthwork | | | | | |
| Portland Cement Concrete Paving | | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | \$786,996 | | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | | | | | \$3,875,000 |
| Totals | \$0 | \$786,996 | \$0 | \$0 | \$3,875,000 |

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

Part III. Work Subcontracted to Others.

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

| | 40 | 41 | 42 | 43 | 44 |
|--------------------|-----------------|------------------|------------------|-------------------|------------------|
| Subcontractor | Hayward Baker | Midwest Power | Kapur | All American Sol. | Chidester |
| Type of Work | Retention | Vac um | Survey | Exterior | Excavation |
| Subcontract Price | \$1,553,307 | \$9,356 | \$220,000 | \$1,256,077 | \$3,631,443 |
| Amount Uncompleted | \$0 | | \$0 | \$0 | \$326,730 |
| Subcontractor | Chidester | American | Hecker | Mid American El | Civil |
| Type of Work | Excavation | Restoration | Electrical | Elevator | Utilities |
| Subcontract Price | \$492,346 | \$155,400 | \$974,786 | \$1,873,072 | \$8,902,102 |
| Amount Uncompleted | \$1,874 | \$41,844 | \$0 | \$0 | \$288,672 |
| Subcontractor | Keefe | MA Steel | Illini Fence | Robert Env. | Bigane |
| Type of Work | Pipe Jacking | Rebar | Fence | HVAC | Asphalt Paving |
| Subcontract Price | \$96,772 | \$119,280 | \$12,385 | \$364,268 | \$124,182 |
| Amount Uncompleted | \$0 | \$64,020 | \$0 | \$0 | \$0 |
| Subcontractor | Civil | Don Stoltzner | GF Structures | Commonwealth | Industrial Fence |
| Type of Work | Underground | Masonry | Guard Rail | DownSpouts | Fence |
| Subcontract Price | \$3,009,685 | \$13,200 | \$311,188 | \$447,245 | \$200,679 |
| Amount Uncompleted | | \$11,253 | \$0 | \$0 | \$36,033 |
| Subcontractor | M A Steel | K and K Iron | Laredo Systems | Arc | F & B |
| Type of Work | Rebar | Steel | Landscaping | Sewer | Masonry |
| Subcontract Price | \$2,432,905 | \$42,696 | \$458,988 | \$437,246 | \$3,420,000 |
| Amount Uncompleted | \$22,073 | \$31,200 | \$0 | \$0 | \$82,563 |
| Subcontractor | Sanchez | A-1 Roofing | Western Remac, | Lake Shore Glas | Lake Shore Glas |
| Type of Work | Paving | Roofing | Signage | Glass | Glass |
| Subcontract Price | \$168,324 | \$14,400 | \$104,313 | \$610,077 | \$251,602 |
| Amount Uncompleted | \$86,704 | \$1,380 | \$0 | \$0 | \$0 |
| Subcontractor | Knickerbocker | Anagnos Door | Roadsafe Traffic | Just Rite | Anagnos Door |
| Type of Work | Roofing | Door | Traffic Control | Ceiling | O H Doors |
| Subcontract Price | \$363,630 | \$6,847 | \$570,606 | \$100,000 | \$95,858 |
| Amount Uncompleted | | \$6,847 | \$0 | \$0 | \$5,974 |
| Subcontractor | Sager | Atlantic | Area | Onscape | A & C Electric |
| Type of Work | Caulk | Paint | Erection | Landscape | Electrical |
| Subcontract Price | \$7,574 | \$171,000 | \$194,496 | \$260,147 | \$624,715 |
| Amount Uncompleted | \$0 | \$162,000 | \$0 | \$0 | \$52,242 |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Miscellaneous | Uncommitted Subs | Uncommitted Subs | Miscellaneous | Miscellaneous |
| Subcontract Price | \$44,087,290 | \$3,747,600 | \$15,853,807 | \$45,266,520 | \$81,394,439 |
| Amount Uncompleted | \$58,667 | \$2,245,573 | \$603,910 | \$221,489 | \$11,601,342 |
| Total Uncompleted | \$169,318 | \$2,564,117 | \$603,910 | \$221,489 | \$12,393,556 |

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



Illinois Department of Transportation

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

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PART I. WORK UNDER CONTRACT

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

| | 45 | 46 | 47 | 48 | 49 |
|--|-----------------|--------------------|--------------------------------|-------------------|-----------------|
| Contract Number | Dunning Library | West Line Retainin | Con. No. 70757 | Wacker D. E-9-126 | SWA Con No.1515 |
| Contract With | PBC | Metra | IDOT | CDOT | PBC |
| Estimated Completion Date | Jan 22, 2011 | Dec 10, 2010 | Dec. 31, 2011 | May 25, 2012 | March 2012 |
| Total Contract Price | \$4,390,000 | \$1,722,000 | \$26,925,163 | \$50,383,311 | \$62,452,000 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$1,411,634 | \$243,628 | \$14,636,875 | \$45,478,121 | \$57,662,070 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |
| | | | Total Value of All Work | | |

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

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

| | | | | | |
|--------------------------------------|-----------|----------|-------------|--------------|-------------|
| Earthwork | | | | \$4,111,864 | |
| Portland Cement Concrete Paving | | | \$3,587,500 | \$790,309 | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | \$564,506 | |
| Hwy, R.R. & Wtrwy Strctrs | | | \$3,369,240 | \$16,784,653 | |
| Drainage | | | | \$8,279,425 | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | \$64,500 | \$116,100 | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | \$217,140 | | | | \$9,643,416 |
| Totals | \$217,140 | \$64,500 | \$7,072,840 | \$30,530,756 | \$9,643,416 |

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

Part III. Work Subcontracted to Others.

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

| | 45 | 46 | 47 | 48 | 49 |
|--------------------|-----------------|------------------|------------------|--------------------|------------------|
| Subcontractor | Fence Master | Atrium | GFS | Omega | Acorn Fence |
| Type of Work | Fence | Landscape | Fence | Demolition | Fence |
| Subcontract Price | \$3,125 | \$11,776 | \$871,978 | \$861,150 | \$5,000 |
| Amount Uncompleted | | \$11,776 | \$494,927 | \$691,138 | |
| Subcontractor | Quality | Western | Central | American | Gillen |
| Type of Work | Excavating | Elec | Landscape | Concrete Restorati | Retention |
| Subcontract Price | \$99,158 | \$60,000 | \$108,314 | \$77,000 | \$235,000 |
| Amount Uncompleted | \$3,413 | \$42,040 | \$103,409 | \$21,000 | \$235,000 |
| Subcontractor | Troch McNeil Pg | Bridgeport | Clean Cut | Commonwealth | T & D |
| Type of Work | Asphalt | Steel | Tree Removal | Downspouts | Excavation |
| Subcontract Price | \$11,000 | \$76,300 | \$12,960 | \$130,550 | \$2,700,000 |
| Amount Uncompleted | \$5,575 | \$22,000 | \$0 | \$130,550 | \$1,633,500 |
| Subcontractor | Tortorello | Midwest | Bodine Elec | Sievert Elc | Degrift |
| Type of Work | Sprinkler | Fence | Electrical | Hoist | Concrete |
| Subcontract Price | \$15,500 | \$2,432 | \$1,090,179 | \$41,300 | \$4,725,000 |
| Amount Uncompleted | \$2,325 | \$1,216 | \$1,004,445 | \$41,300 | \$3,930,000 |
| Subcontractor | Atrium | Metropolitan | All State Paint | Aldridge Elc | Anagnos |
| Type of Work | Landscape | Steel | Paint | Electrical | Overhead Doors |
| Subcontract Price | \$305,000 | \$70,100 | \$311,000 | \$3,678,488 | \$101,000 |
| Amount Uncompleted | \$50,600 | \$10,515 | \$61,962 | \$3,557,166 | \$101,000 |
| Subcontractor | StressCore | Amerian | Road Safe | Western | Q C Enterprises |
| Type of Work | precast | Restoration | Traffic Control | Utility | Flooring |
| Subcontract Price | \$67,500 | \$165,195 | \$605,211 | \$573,150 | \$210,000 |
| Amount Uncompleted | \$3,375 | \$0 | \$454,817 | \$359,904 | \$210,000 |
| Subcontractor | Eagle | Crown | Old Chicago | Industrial Fence | Floors Inc |
| Type of Work | Site Concrete | Paint | Rebar Erection | Fence | Flooring |
| Subcontract Price | \$135,500 | \$4,500 | \$271,586 | \$323,706 | \$193,000 |
| Amount Uncompleted | \$135,500 | \$4,500 | \$126,549 | \$291,892 | \$193,000 |
| Subcontractor | All Masonry | Hartford & sone | Ray Edwards | Fence Con. | Mr Davids |
| Type of Work | Masonry | Utility | Underground | Fence | Flooring |
| Subcontract Price | \$260,942 | \$5,802 | \$165,175 | \$104,797 | \$135,000 |
| Amount Uncompleted | | | \$85,851 | \$104,797 | \$135,000 |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Miscellaneous | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$2,834,275 | \$715,456 | \$9,596,549 | \$11,939,955 | \$43,778,735 |
| Amount Uncompleted | \$993,706 | \$87,081 | \$5,232,075 | \$9,749,618 | \$41,581,154 |
| Total Uncompleted | \$1,194,494 | \$179,128 | \$7,564,035 | \$14,947,365 | \$48,018,654 |

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



Illinois Department of Transportation

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

Affidavit of Availability
For Letting of April 29, 2011

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

PART I. WORK UNDER CONTRACT

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

| | 50 | 51 | Pending | Pending | Pending |
|--|------------------|-----------------|--------------------------------|------------------|--------------------|
| Contract Number | Charles Colton S | Roseland & SWPS | EDS Facility | Pump Station 14 | Glass Block Replac |
| Contract With | LAUSD | CDOW | United Airlines | Sewer & Water Bd | CDOW |
| Estimated Completion Date | Sept 2012 | June 30, 2013 | January 2012 | November 2011 | Oct 2011 |
| Total Contract Price | \$26,173,000 | \$5,561,000 | \$2,965,000 | \$5,279,000 | \$399,000 |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$26,173,000 | \$5,561,000 | \$2,965,000 | \$5,279,000 | \$399,000 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |
| | | | Total Value of All Work | | |

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

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

| | | | | | |
|--------------------------------------|--------------------|------------|------------|------------|------------|
| Earthwork | | | | | |
| Portland Cement Concrete Paving | | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | | | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | \$2,273,000 | | | | |
| | | | | | |
| | | | | | |
| Totals | \$2,273,000 | \$0 | \$0 | \$0 | \$0 |

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

Part III. Work Subcontracted to Others.

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

| | 50 | 51 | Pending | Pending | Pending |
|--------------------|---------------------|------------------|------------------|------------------|------------------|
| Subcontractor | New Orleans Glass | | | | |
| Type of Work | curtain Wall | | | | |
| Subcontract Price | \$2,715,125 | | | | |
| Amount Uncompleted | \$2,715,125 | | | | |
| Subcontractor | Southern Stucco | | | | |
| Type of Work | Stucco | | | | |
| Subcontract Price | \$77,000 | | | | |
| Amount Uncompleted | \$77,000 | | | | |
| Subcontractor | Capital Stone | | | | |
| Type of Work | Stone Work | | | | |
| Subcontract Price | \$314,311 | | | | |
| Amount Uncompleted | \$314,311 | | | | |
| Subcontractor | American Tile | | | | |
| Type of Work | Tile | | | | |
| Subcontract Price | \$225,000 | | | | |
| Amount Uncompleted | \$225,000 | | | | |
| Subcontractor | Glacier | | | | |
| Type of Work | Painting | | | | |
| Subcontract Price | \$310,000 | | | | |
| Amount Uncompleted | \$310,000 | | | | |
| Subcontractor | Schindler | | | | |
| Type of Work | Elevator | | | | |
| Subcontract Price | \$113,850 | | | | |
| Amount Uncompleted | \$113,850 | | | | |
| Subcontractor | CRR Fire Protection | | | | |
| Type of Work | Fire Protection | | | | |
| Subcontract Price | \$249,260 | | | | |
| Amount Uncompleted | \$249,260 | | | | |
| Subcontractor | Baker | | | | |
| Type of Work | Pile | | | | |
| Subcontract Price | \$190,000 | | | | |
| Amount Uncompleted | \$190,000 | | | | |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Miscellaneous | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$19,705,454 | \$5,561,000 | \$2,965,000 | \$5,279,000 | \$399,000 |
| Amount Uncompleted | \$19,705,454 | \$5,561,000 | \$2,965,000 | \$5,279,000 | \$399,000 |
| Total Uncompleted | \$23,900,000 | \$5,561,000 | \$2,965,000 | \$5,279,000 | \$399,000 |

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



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62784

Affidavit of Availability
For Letting of April 29, 2011

form by either typing or using black ink. "Authorization to Bid" will not be issued

unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

PART I. WORK UNDER CONTRACT

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

| | 55 | Pending | Pending | 58 | 59 |
|--|---------------|----------------|--------------------------------|-----|-----|
| Contract Number | 2005-ENH-001B | 2005-ENH-014B | 1004C01 SB 10364 | | |
| Contract With | City of N O | City of N O | Acension Parish | | |
| Estimated Completion Date | June 2011 | September 2011 | August 2011 | | |
| Total Contract Price | \$1,755,000 | \$340,000 | \$2,925,000 | | |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$1,755,000 | \$340,000 | \$2,925,000 | \$0 | \$0 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | |
| | | | Total Value of All Work | | |

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

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

| | | | | | |
|--------------------------------------|-----------|-----------|-----------|-----|-----|
| Earthwork | | | | | |
| Portland Cement Concrete Paving | | | | | |
| HMA Plant Mix | | | | | |
| HMA Paving | | | | | |
| Clean & Seal Cracks/Joints | | | | | |
| Aggregate Bases & Surfaces | | | | | |
| Hwy, R.R. & Wtrwy Strctrs | | | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Cover and Seal Coats | | | | | |
| Concrete Construction | | | | | |
| Landscaping | | | | | |
| Fencing | | | | | |
| Guardrail | | | | | |
| Painting | | | | | |
| Signing | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | |
| Demolition | | | | | |
| Pavement Markings (Paint) | | | | | |
| Other Construction (List) | | | | | |
| Building Construction | \$236,000 | \$103,000 | \$186,313 | | |
| Totals | \$236,000 | \$103,000 | \$186,313 | \$0 | \$0 |

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

Part III. Work Subcontracted to Others.

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

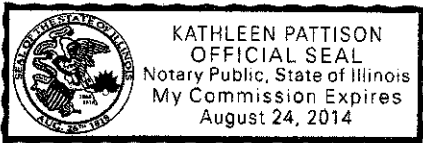
| | 55 | Pending | Pending | 58 | 59 |
|--------------------|-----------------|------------------|------------------|------------------|------------------|
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & | Miscellaneous & |
| Type of work | Miscellaneous | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs | Uncommitted Subs |
| Subcontract Price | \$1,519,000 | \$237,000 | \$2,738,687 | | |
| Amount Uncompleted | \$1,519,000 | \$237,000 | \$2,738,687 | | |
| Total Uncompleted | \$1,519,000 | \$237,000 | \$2,738,687 | \$0 | \$0 |

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

Subscribed and sworn to before me
this 28th day of March 2011

Kathleen Pattison
Notary Public
My commission expires: *8-24-14*

(Notary Seal)



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

Signed *Robert F. Zitek*

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

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

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1522R (Rebid)
 ENGINE COMPANY 16

C. Work Subcontracted to Others

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

Affidavit of Uncompleted Work (continued)

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

Signature

Date

Name (Type or Print)

Title

Bidder Name

Address

City State Zip

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

(SEAL)

Notary Public

Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1522R (Rebid)
 ENGINE COMPANY 16

Statement Of Bidder's Qualifications

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

Bidder F.H. Paschen, S.N. Nielsen & Associates LLC
 Submitted By Robert F. Zitek
 Title Authorized Agent & Sr. Vice President
 Permanent Main Office Address 8725 W. Higgins Rd., Suite 200
 Local Address Chicago, Illinois 60631
 Local Telephone No. and FAX No. 773-444-3474 / 773-693-0064

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

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

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

**F.H. Paschen, S.N. Nielsen
PROJECTS COMPLETED – SIMILAR SCOPE**

| Name of Project | Owner | Architect | Contract Amount | Start Date / Completion Date |
|--|--|---|-----------------|---------------------------------|
| New Brighton Park Elementary School | Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430 | STR Partners, LLC 350 W. Ontario St., Suite 200 Chicago, IL 60610 United States 312- 464-1444 | \$22,989,000 | March, 2009 June, 2010 |
| CPS Benito Juarez HS Addition And Renovation | Chicago Public Schools Tishman Construction 1 S. Wacker Drive, Suite 2300 Chicago, IL 60606 Owners Rep 312-577-2310 | Architrave 450 E. Ohio St. Chicago, IL 60611 312-642-2600 | \$24,056,599 | March, 2008 February, 2010 |
| UNO Veterans Memorial School (Renovation of Vacant Warehouse Building into Two Elementary Schools and One High School) | United Neighborhood Organization 954 W. Washington Blvd. Chicago, IL 60607 312-432-6301 Miguel d'Escoto | Urban Works 213 W. Institute Place Suite 710 Chicago, IL 60610 312-924-0201 Laura Racelis-Paradiso | \$44,700,000 | March, 2007 June, 2009 |
| Geo. W. Collins High School (Major Renovation of High School) | Partnership for Chicago Schools (CM) 125 S. Clark St. Chicago, IL 60603 73-553-3138 Robert Kinter | KJWW Engineer Consultants 623 26 th Avenue Rock Island, IL 61201 309-788-0673 | \$7,194,000 | June, 2007 September, 2007 |

**F.H. Paschen, S.N. Nielsen
PROJECTS COMPLETED – SIMILAR SCOPE**

| Name of Project | Owner | Architect | Contract Amount | Start Date / Completion Date |
|--|---|--|-----------------|-----------------------------------|
| Irene C. Hernandez Middle School Chicago, Illinois | Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430 | GREC Architects 401 E. Illinois Chicago, IL 60611 312-661-1500 Elisabeth Frigos Wight & Co. 2500 N. Frontage Rd. Darien, IL 60561 630-969-7000 | \$29,390,000 | March, 2008 July, 2009 |
| 9th District Police Station and Parking Structure | Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430 | Perkins & Will 330 N. Wabash Chicago, IL 60611 312-755-0770 | \$28,77,000 | May 2007, December 2008 |
| Gale Community Center Chicago, Illinois Job No. 2011 | Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430 | Murphy / Jahn (T1) 35 E. Wacker Dr. Chicago, IL 60601 Thomas Chambers 312-427-7300 | \$5,964,000 | March, 2006 March, 2008 |
| Terminal 1 – Canopy / Terminal 2 – Interiors & Baggage Claim Escalators Chicago, Illinois Job No. 2017 | Chicago Department of Aviation 11601 W. Touhy Ave. Chicago, IL 60666 Robert Dawson 773-686-3060 | Teng & Associates (T2) 205 N. Michigan Ave. Chicago, IL 60601 Joe Hoerner 312-616-0000 | \$75,900,000 | September, 2005 February, 2008 |
| Midway Airport Elevated Parking Structure Chicago, Illinois Job No. 2003 | Chicago Department of Aviation P.O. Box 66147 Chicago, IL 60666 Larry Pianto 773-894-5404 | HNTB Architects Engineers Planners 111 N. Canal St. Chicago, IL 60606 Richard Vaiculis 312-930-9119 | \$67,140,000 | April, 2004 November 13, 2005 |
| New Branch Bank – 47th & Ashland Ave. Chicago, Illinois Job No. 2018 | Cole Taylor Bank 9550 W. Higgins Rd. Rosemont, IL 60018 Thomas Paar 847-653-7400 | Hague Architecture 1146 Westgate St. Oak Park, IL 60301 Jon Hague 708-660-9550 | \$2,250,608 | April 1, 2005 October 31, 2005 |

**F.H. Paschen, S.N. Nielsen
PROJECTS COMPLETED – SIMILAR SCOPE**

| Name of Project | Owner | Architect | Contract Amount | Start Date / Completion Date |
|---|---|--|-----------------|----------------------------------|
| Helge Haugan Middle School Chicago, Illinois Job No. 2011 | Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430 | STL 808 N. Dearborn Chicago, IL 60610 J. James Mo 312-644-9850 | \$16,000,000 | March, 2004 August, 2005 |
| West Pullman Library Chicago, Illinois Job No. 2007 | Public Building Commission 50 W. Washington, Suite 200 Chicago, IL 60602 David Lai 312-744-9268 | Parkman & Weston Associates 53 W. Jackson St. Chicago, IL 60604 Larry Parkman 312-939-7870 | \$4,237,000 | September, 2003 January, 2005 |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
ENGINE COMPANY 16

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

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

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

| | |
|-------|-------|
| _____ | _____ |
| Name | Title |
| _____ | _____ |
| Name | Title |

If submitted by a partnership:

- (a) Firm Name F.H. Paschen, S.N. Nielsen & Associates LLC
- (b) Official Address 8725 W. Higgins Rd., Suite 200, Chicago, IL 60631
- (c) Names of all Partners: See Attached

If submitted by an individual:

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



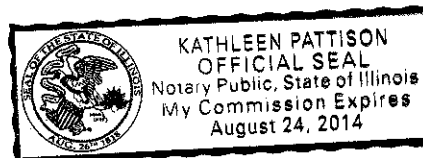
Signature of Affiant by FHP Management, Inc., Sole Manager
by Robert F. Zitek, Authorized Agent & Sr. V.P.

Subscribed and sworn to before me this 31st day of March 20 11



Notary Public
My Commission expires: August 24, 2014

(SEAL)



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

| Name | Address |
|----------------------|--|
| Frank H. Paschen | O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 |
| William M. Barkowski | O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 |
| James V. Blair | O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 |
| Frank H. Paschen III | O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 |
| Joseph V. Scarpelli | O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 |
| Robert F. Zitek | O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 |

29-Mar-11

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1522R (Rebid)

ENGINE COMPANY 16

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: _____
Description of goods or services to be provided under Contract .

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1522R (Rebid)
ENGINE COMPANY 16

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: Contract 1522R (Rebid) - Contract 07060
Description of goods or services to be provided under Contract
Engine Company 16
2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates 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: _____

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1522R (Rebid)
 ENGINE COMPANY 16

Retained Parties:

| Name | Business Address | Relationship (Lobbyists, etc.) | Fees (indicate whether paid or estimated) |
|--------------------------------|--|--------------------------------|---|
| G.A.G. Masonry, Inc. | 11509 S. Elizabeth, Chgo, IL 60643 | Sub-Contractor (MBE) | \$1,200,000 Estimated |
| Atrium | 17113 Davey Rd., Lemont, IL 60439 | Sub-Contractor (WBE) | \$ 344,000 Estimated |
| Garth Building Products | 2741 E. 223rd St., Chgo Hgts, IL 60411 | Supplier (MBE) | \$ 213,000 Estimated |
| Metropolitan Steel, Inc. | 1931 E. 177th, Lansing, IL 60438 | Sub-Contractor (MBE) | \$ 455,000 Estimated |
| Evergreen Supply Co. | 9901 S. Torrence, Chicago, IL 60617 | Supplier (WBE) | \$ 85,000 Estimated |
| Tecnica Environmental Services | 1612 W. Fulton, Chicago, IL 60612 | Sub-Contractor (MBE) | \$ 354,000 Estimated |
| Fullerton Industrial Supply | 1456 W. Fullerton, Chicago, IL 60614 | Supplier (MBE) | \$ 178,000 Estimated |
| Meridienne Corporation | 1958 w. 59th St., Chicago, IL 60636 | Sub-Contractor (MBE) | \$ 163,000 Estimated |

4. The Contractor understands and agrees as follows:

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

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

Robert F. Zitek
 Signature

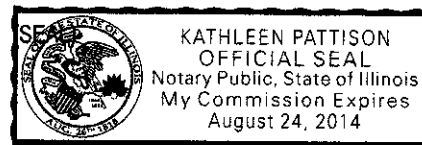
Robert F. Zitek
 Name (Type or Print)

April 4, 2011
 Date

Authorized Agent & Sr. Vice President
 Title

Subscribed and sworn to before me
 this 4th day of April, 20 11

Kathleen Pattison
 Notary Public



Commission expires: August 24, 2011

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R

PERFORMANCE AND PAYMENT BOND

Contract No. 1522R

Bond No. 929525974/285037250/8992936

KNOW ALL MEN BY THESE PRESENTS, that we, F.H. Paschen, SN Nielsen & Associates, LLC, a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and Continental Casualty Company; 333 S. Wabash Avenue; 41st Floor; Chicago, Illinois 60604,
Liberty Mutual Insurance Company; 2815 Forbs Avenue; Suite 102; Hoffman Estates, Illinois 60192 &
Fidelity and Deposit Company of Maryland; 1400 American Lane; Tower 1; Schaumburg, Illinois 60196 a corporation organized and existing under the laws of the State of (see below)*, with offices in the State of * see below * as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Ten Million Six Hundred Seventy-Nine Thousand Dollars and No Cents (\$10,679,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated April 12, 2011, for the fabrication, delivery, performance and installation of

Engine Company 16
53 East Pershing Road, Chicago, IL
New Construction

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

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

(see below)* Illinois, Massachusetts & Maryland

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R

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 Ten Million Six Hundred Seventy-Nine Thousand Dollars and No Cents (\$10,679,000.00), 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

Contract No. 1522R

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this April 13, 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

CORPORATE SEAL

ATTEST:

F.H. Paschen, SN Nielsen & Associates, LLC
Corporate Principal by FHP Management, Inc., Sole-Mgr.

BY Kathleen Pattison

BY Robert F. Zitek, Authorized Agent & Sr. V.P.
President

Asst. Secretary
Title

Continental Casualty Company, Liberty Mutual
Insurance Company & Fidelity and Deposit Company
of Maryland

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

Corporate Surety

BY Adrienne C. Stevenson
500 West Monroe Street; Chicago, Illinois 60661
312-627-6772
Business Address & Telephone

Adrienne C. Stevenson, Attorney-in-Fact

Title CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Andrea Warning

Business Address: CNA Surety; 801 Warrenville Road; Suite 700; Lisle, Illinois 60532

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

The rate of premium of this Bond is \$ Various per thousand. **
Total amount of premium charged is \$ \$57,889.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R

BOND APPROVAL

BY 
Secretary,
Public Building Commission of Chicago

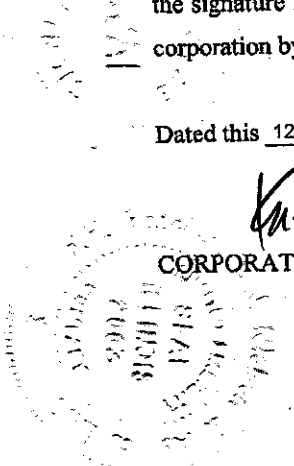
CERTIFICATE AS TO CORPORATE SEAL

I, Kathleen Pattison, certify that I am the Assistant Secretary of F.H. Paschen, SN Nielsen & Associates, LLC, corporation named as Principal in the foregoing performance and payment bond, that Robert F. Zitel who signed on behalf of the Principal was then Authorized Agent & Sr. Vice President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 12th day of April 2011.



CORPORATE SEAL



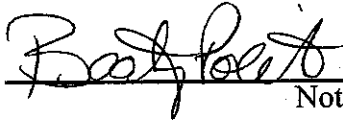
STATE OF ILLINOIS
COUNTY OF COOK

I, Beatriz Polito, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

| | |
|--|-----------------------------|
| Continental Casualty Company | An Illinois Corporation |
| Fidelity and Deposit Company of Maryland | A Maryland Corporation |
| Liberty Mutual Insurance Company | A Massachusetts Corporation |

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,
this 13th day of April, 2011



Notary Public



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

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, John K Johnson, Linh B Bucholtz, Beatriz Polito, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 27th day of December, 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 27th day of December, 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 13th day of April, 2011



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

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

"Article IX—Execution of Documents

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

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

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

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

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

"Article VI—Execution of Documents

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

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

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

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

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

"Article VII—Execution of Documents

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

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

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

RALPH E. NOSAL, THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, KATHERINE J. FOREIT, LINH B. BUCHOLTZ, BEATRIZ POLITO, ADRIENNE C. STEVENSON, JOHN K. JOHNSON, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THREE HUNDRED MILLION AND 00/100 DOLLARS (\$ 300,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 3rd day of March 2011

LIBERTY MUTUAL INSURANCE COMPANY

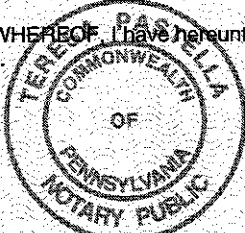
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of April, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Ralph E. NOSAL, C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON and Beatriz POLITO, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Ralph E. NOSAL, C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON, Beatriz POLITO, dated December 17, 2010.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr.

Gregory E. Murray Assistant Secretary

By:

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 17th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

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

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

CERTIFICATE

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

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

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

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

this 13th day of April, 2011.

Berall F. Halcyon
Assistant Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

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. NA Unit Prices (If applicable)
6. X Affidavit of Non-Collusion
7. NA Schedule B – Affidavit of Joint Venture (if applicable)
8. X Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. NA Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. X Affidavit of Uncompleted Work
11. X Proof of Ability to Provide Bond
12. X Proof of Ability to Provide Insurance
13. X General Contractor's License
14. Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).
15. X Buy American Bid Certification (ARRA Projects)-Certification must be completed and submitted with bid.
16. X Buy American Contractor Acknowledgment (ARRA Projects)-Acknowledgment must be completed and submitted with bid.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

EXHIBIT #1 PREVAILING WAGE RATES

GENERAL DECISION: IL20100020 11/05/2010 IL20

Date: November 5, 2010

General Decision Number: IL20100020 11/05/2010

Superseded General Decision Number: IL20080020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape,
Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane,
Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock
Island, Tazewell, Will, Winnebago and Woodford Counties in
Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY
CONSTRUCTION PROJECTS.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 03/19/2010 |
| 2 | 04/02/2010 |
| 3 | 05/07/2010 |
| 4 | 05/21/2010 |
| 5 | 07/02/2010 |
| 6 | 10/01/2010 |
| 7 | 11/05/2010 |

ENGI0150-013 01/01/2008

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The
landscape work for the Landscape Equipment Operator excludes
the preparation of sub-grade prior to application of finish
landscape materials and the utilization of any equipment over
one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND
WILL COUNTIES

| | Rates | Fringes |
|---|----------|------------|
| Operators:..... | \$ 23.00 | 1.65+A+B+C |
| Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Straw Blower and Seeder; Stump Machine; Tractors, Crawlers, | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is \$810.00 per month effective January 1, 2007 and \$895.00 per month effective January 1, 2008.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly work day immediately succeeding the occurrence of the holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three(3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

 ENGI0150-023 01/01/2008

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

| | Rates | Fringes |
|-----------------|----------|------------|
| Operators:..... | \$ 23.00 | 1.65+A+B+C |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Straw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

- A. Health and Welfare contribution of 735.00 per month
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly work day immediately succeeding the occurrence of the holiday.
- C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 27.66 | 18.50 |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

LABO0362-003 05/01/2010

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 28.56 | 15.90 |

LABO0751-004 05/01/2010

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 31.21 | 18.13 |

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 21.94 | 12.79 |

LABO0996-004 05/01/2010

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 29.14 | 15.32 |

SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|--|---------|---------|
| LABORER BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES LANDSCAPE LABORERS..... | \$ 7.25 | |
| COOK COUNTY | | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

| | | |
|---------------------------------|----------|------|
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.80 | 1.82 |
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| DU PAGE COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.04 | 1.16 |
| GRUNDY, LAKE & WILL COUNTIES | | |
| LANDSCAPE DRIVER 2 & 3 | | |
| Axles..... | \$ 11.86 | 2.81 |
| LANDSCAPE PLANTSMAN..... | \$ 12.00 | 3.32 |

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 11.94 | 2.42 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 13.11 | 3.01 |
| LANDSCAPE PLANTSMAN..... | \$ 9.73 | 2.05 |
| COOK COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 9.93 | 1.89 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 10.98 | 2.12 |
| LANDSCAPE PLANTSMAN..... | \$ 10.08 | 2.06 |
| DE KALB COUNTY: | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| DU PAGE COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 8.32 | 1.02 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 10.75 | |
| LANDSCAPE PLANTSMAN..... | \$ 10.65 | |

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

LABORER

| | | |
|---|-------|------|
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS.....\$ | 7.25 | |
| LANDSCAPE OPERATORS.....\$ | 7.25 | |
| LANDSCAPE PLANTSMAN.....\$ | 9.66 | .26 |
| KANKAKEE COUNTY: | | |
| LANDSCAPE DRIVER.....\$ | 8.75 | .17 |
| LANDSCAPE OPERATOR.....\$ | 16.57 | 3.56 |
| PEORIA, TAZEWELL, & WOODFORD COUNTIES: | | |
| TRUCK DRIVERS 2 & 3 AXLES..\$ | 17.58 | 5.88 |

TEAM0065-005 05/01/2009

MCLEAN COUNTY (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County), OGLE (South of Route 72/West of Route 251), PEORIA, TAZEWELL, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

| | Rates | Fringes |
|----------------|--------|---------|
| TRUCK DRIVER | | |
| Group 1.....\$ | 28.488 | 9.30+a |
| Group 2.....\$ | 28.888 | 9.30+a |
| Group 3.....\$ | 29.088 | 9.30+a |
| Group 4.....\$ | 29.338 | 9.30+a |
| Group 5.....\$ | 30.088 | 9.30+a |

FOOTNOTE: a. \$162.50 per week

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

 * TEAM0179-004 09/01/2009

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 35.65 | 6.67+a |
| 4 AXLES..... | \$ 35.80 | 6.67+a |
| 5 AXLES..... | \$ 36.00 | 6.67+a |
| 6 AXLES..... | \$ 36.20 | 6.67+a |
| All Lowboy Trucks..... | \$ 37.20 | 6.67+a |

FOOTNOTE: a. \$189.00 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - 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

 * TEAM0179-008 06/01/2008

KANKAKEE COUNTY

| | Rates | Fringes |
|-------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 or 3 axles..... | \$ 33.12 | 7.90+a |
| 4 axles..... | \$ 33.32 | 7.90+a |
| 5 axles..... | \$ 33.52 | 7.90+a |
| 6 axles..... | \$ 33.67 | 7.90+a |

FOOTNOTE: a. \$217.60 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0301-001 06/01/2008

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 32.20 | .15+a |
| 4 AXLES..... | \$ 32.35 | .15+a |
| 5 AXLES..... | \$ 32.50 | .15+a |
| 6 AXLES..... | \$ 32.75 | .15+a |

FOOTNOTE: a. \$448.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0325-004 06/01/2009

BOONE and WINNEBAGO COUNTIES

Rates Fringes

TRUCK DRIVER

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

| | | |
|------------------|----------|-------|
| 2 - 3 Axles..... | \$ 31.86 | 14.07 |
| 4 Axles..... | \$ 32.01 | 14.07 |
| 5 Axles..... | \$ 32.21 | 14.07 |
| 6 Axles..... | \$ 32.32 | 14.07 |

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more *Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-004 06/01/2010

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott)
 COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 33.95 | .15+a |
| 4 AXLES..... | \$ 34.10 | .15+a |
| 5 AXLES..... | \$ 34.30 | .15+a |
| 6 AXLES..... | \$ 34.50 | .15+a |

FOOTNOTE: a. \$514.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0371-004 05/01/2010

HENRY and ROCK ISLAND COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 29.60 | 9.90+a |
| Group 2..... | \$ 30.02 | 9.90+a |
| Group 3..... | \$ 30.23 | 9.90+a |
| Group 4..... | \$ 30.49 | 9.90+a |
| Group 5..... | \$ 31.28 | 9.90+a |

FOOTNOTE: a. \$36.00 per day

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 32.55 | .15+a |
| 4 AXLES..... | \$ 32.70 | .15+a |
| 5 AXLES..... | \$ 32.90 | .15+a |
| 6 AXLES..... | \$ 33.10 | .15+a |

FOOTNOTE: a. \$434.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0731-001 06/01/2008

COOK COUNTY - HEAVY AND HIGHWAY

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 & 3 Axles..... | \$ 30.70 | 12.35 |
| 4 Axles..... | \$ 30.95 | 12.35 |
| 5 Axles..... | \$ 31.15 | 12.35 |
| 6 Axles..... | \$ 31.35 | 12.35 |

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 & 3 Axles..... | \$ 31.33 | .10+a |
| 4 Axles..... | \$ 31.58 | .10+a |
| 5 Axles..... | \$ 31.78 | .10+a |
| 6 Axles..... | \$ 31.98 | .10+a |

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| | | | |
|---|---|-----------------------------|---------------|
| PRODUCER MARSH USA INC. 500 WEST MONROE STREET CHICAGO, IL 60661 | CONTACT NAME: _____ | | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ | |
| E-MAIL ADDRESS: _____ | | | |
| PRODUCER CUSTOMER ID #: _____ | | | |
| 057572-ALL-GAWUX-10-11 INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bilski 8725 W. Higgins Rd. Chicago, IL 60631 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Old Republic Insurance Co | | 24147 |
| | INSURER B : Illinois National Ins Co | | 23817 |
| | INSURER C : Westchester Fire Insurance Company | | 21121 |
| | INSURER D : _____ | | |
| | INSURER E : _____ | | |
| INSURER F : _____ | | | |

COVERAGES **CERTIFICATE NUMBER:** CHI-002977015-01 **REVISION NUMBER:** 4

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---|-----|--------------------|-------------------------|-------------------------|--|---------------|
| | | INSR | WVD | | | | | |
| A | GENERAL LIABILITY | | | B5DG96031001 | 10/01/2010 | 10/01/2011 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | \$ |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | B5CA96031001 | 10/01/2010 | 10/01/2011 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | | \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | 9788881 | 10/01/2010 | 10/01/2011 | EACH OCCURRENCE | \$ 25,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 25,000,000 |
| | DEDUCTIBLE | | | | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | B5DW96031001 (AOS) | 10/01/2010 | 10/01/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | B5CW96031001 (WI) | 10/01/2010 | 10/01/2011 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | EXCESS LAYER LIABILITY | | | G21986094006 | 10/01/2010 | 10/01/2011 | Each Occurrence: | 25,000,000 |
| | | | | | | | Aggregate: | 25,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

| | |
|--|---|
| CERTIFICATE HOLDER F.H. Paschen, S.N. Nielsen & Associates LLC 8725 w. Higgins Rd., Suite 200 Chicago, IL 60631 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katey E. Jones |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| PRODUCER MARSH USA INC. 500 WEST MONROE STREET CHICAGO, IL 60661 057572-ALL-GAWUX-10-11 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____ | | | | | | | | | | | | | | | | | | | | | |
|--|--|--------|-------------------------------|--|--------|---------------------------------------|--|-------|--------------------------------------|--|-------|--|--|-------|-------------|--|--|-------------|--|--|-------------|--|
| | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Co</td> <td></td> <td>24147</td> </tr> <tr> <td>INSURER B : Illinois National Ins Co</td> <td></td> <td>23817</td> </tr> <tr> <td>INSURER C : Westchester Fire Insurance Company</td> <td></td> <td>21121</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : Old Republic Insurance Co | | 24147 | INSURER B : Illinois National Ins Co | | 23817 | INSURER C : Westchester Fire Insurance Company | | 21121 | INSURER D : | | | INSURER E : | | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : Old Republic Insurance Co | | 24147 | | | | | | | | | | | | | | | | | | | | |
| INSURER B : Illinois National Ins Co | | 23817 | | | | | | | | | | | | | | | | | | | | |
| INSURER C : Westchester Fire Insurance Company | | 21121 | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CHI-003613580-01 **REVISION NUMBER:** 1

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|---|---------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | B5DG96031001 | 10/01/2010 | 10/01/2011 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COM/PROP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | B5CA96031001 | 10/01/2010 | 10/01/2011 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000 | | | 9788881 | 10/01/2010 | 10/01/2011 | EACH OCCURRENCE | \$ 25,000,000 |
| | | | | | | | AGGREGATE | \$ 25,000,000 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | B5DW96031001 (AOS) | 10/01/2010 | 10/01/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | |
| A | <input checked="" type="checkbox"/> N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A | | | B5CW96031001 (WI) | 10/01/2010 | 10/01/2011 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | EXCESS LAYER LIABILITY | | | G21986094006 | 10/01/2010 | 10/01/2011 | Each Occurrence: | 25,000,000 |
| | | | | | | | Aggregate: | 25,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Job #: Contract No. 1522R Fire Engine Company 16 Project #07060
 Public Building Commission, the board of education of the city of Chicago, and the City of Chicago and their respective board members, employees, elected officials, officers, or representatives is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER Public Building Commission Richard J. Daley Center, Attn: Procurement Department 50 West Washington St. Room 200 Chicago, IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katey E. Jones |
|---|---|

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ACORD 25 (2009/09)

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1577

Client#: 69945

FHPAASSO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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


| | | | |
|---|---|--|------------------------------------|
| PRODUCER Scheers Commercial Lines HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559 | CONTACT NAME: PHONE (A/C, No, Ext): 630 468-5600 | | FAX (A/C, No): 630 468-5696 |
| | E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | | |
| INSURED F.H. Paschen / S.N. Nielsen & Associates, LLC 8725 W. Higgins Rd, Suite 200 Chicago, IL 60631 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Indian Harbor Insurance Company | | 36940 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y / <input type="checkbox"/> N N/A | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liab | | PEC002922301 | 10/01/2010 | 10/01/2011 | 5,000,000 |
| A | Pollution Liab | | PEC002922301 | 10/01/2010 | 10/01/2011 | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Contract No. 1522R, Fire Engine Company, Project #07060.

| | |
|--|---|
| CERTIFICATE HOLDER Public Building Commission Richard J. Daley Center Attn: Procurement Dept. 50 W. Washington St., RM 200 Chicago, IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

ACORD™

EVIDENCE OF PROPERTY INSURANCE

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

| | | | | | |
|--|-----------------|--|--|---|---|
| AGENCY Scheers Commercial Lines HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559 | | PHONE (A/C, No, Ext): 630 468-5600 | COMPANY Travelers Indemnity Company 190 South LaSalle Street 15th Floor Chicago, IL 60603-3410 | | |
| FAX (A/C, No): | E-MAIL ADDRESS: | | | | |
| CODE: | SUB CODE: | | | | |
| AGENCY CUSTOMER ID #: 69945 | | | LOAN NUMBER | POLICY NUMBER QT6601588C684TIL0 | |
| INSURED FH Paschen/SN Nielsen & Associates LLC 8725 W. Higgins Rd, Suite 200 Chicago, IL 60631 | | | EFFECTIVE DATE 10/01/10 | EXPIRATION DATE 10/01/11 | CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/> |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Fire Engine Company 16 #07060
Contract No. 1522R

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

COVERAGE INFORMATION

| COVERAGE/PERILS/FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|--|----------------------|-----------------|
| Builders Risk Special Cause of Loss Policy Form | \$10,679,000. | \$5,000. |


REMARKS (Including Special Conditions)

Public Building Commission and the City of Chicago are named as additional insured and loss payee as respects Fire Engine Company #07060 - Contract No. 1522R

CANCELLATION

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

ADDITIONAL INTEREST

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

Client#: 69945

FHPAASSO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Scheers Commercial Lines
HUB International Scheers
601 Oakmont Lane, Suite 400
Westmont, IL 60559

| | | |
|---|------------------------------------|---------------|
| CONTACT NAME: | | |
| PHONE (A/C, No, Ext): 312 922-5000 | FAX (A/C, No): 312 922-5358 | |
| E-MAIL ADDRESS: | | |
| PRODUCER CUSTOMER ID #: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Indian Harbor Insurance Company | | 36940 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
F.H. Paschen / S.N. Nielsen & Associates, LLC
8725 W. Higgins Rd, Suite 200
Chicago, IL 60631

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| NSR / ITR | TYPE OF INSURANCE | ADDL SUBR / NSR / WVO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|--|-----------------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liab | | PEC002922301 | 10/01/2010 | 10/01/2011 | 5,000,000 |
| A | Pollution Liab | | PEC002922301 | 10/01/2010 | 10/01/2011 | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance for Bidding.

CERTIFICATE HOLDER
Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ja Elman

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

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**

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

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 to 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 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

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

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

**EXHIBIT# 3 GENERAL CONDITIONS FOR PROJECTS FINANCED WITH
THE AMERICAN RECOVERY REINVESTMENT ACT OF 2009 FUNDS**

1. Applicability

These General Conditions are based upon the American Recovery and Reinvestment Act of 2009 the ("ARRA"), Public Law No. 111-5. These General Conditions apply to all bids, contracts, subcontracts and solicitations for offers for Projects financed with ARRA funds. The requirements set forth in these General Conditions shall not relieve the Contractor of its responsibility to comply with the other requirements or provisions set forth in the Contract Documents.

2. Reporting Requirements

Section 1512 of the ARRA imposes reporting requirements for any Project financed with ARRA funds. The Contractor shall submit a report, on a bi-weekly basis, evidencing the number of jobs created and retained under the Construction Contract from the Contractor's and Subcontractor's workforce. The Commission may require the Contractor to register with the Central Contractor Registration database or complete other registration requirements as required by the United States Office of Management and Budget ("OMB"). The Contractor shall not receive additional compensation for preparing and providing any reports required under Section 1512 or any other provision of the ARRA.

3. Buy-American Iron and Steel Provisions

a. The Buy American provision in Section 1605 of the ARRA and 2 CFR 176.60 – 176.80 requires that all "iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a public building or public work funded in whole or in part by funds made available under the ARRA be produced in the United States," unless this requirement is waived by the appropriate federal agency.

b. Iron and steel are "produced in the United States" if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be "produced in the United States." Manufactured goods are "produced in the United States" if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).

c. The Buy American requirements may only be waived by the applicable federal agencies in the following circumstances only: (1) application of the Buy American requirements would be inconsistent with the public interest; (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent. The Contractor shall cooperate with the Commission and submit all necessary supporting documents required under the ARRA and by the federal agencies if a waiver of the Buy American requirements is requested.

d. As used in this Section, "steel" means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. "Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. "Public building or public work" means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions.

All Bidders and Contractors certify that they shall comply with the Buy American requirements of the ARRA and shall execute the Bid Certification and Contractor Acknowledgment Forms attached hereto as Exhibits A and B.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

4. U.S. Comptroller Provision

The Contractor acknowledges and understands that pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the following authority:

- a. to examine any contracts, documents or records of the Contractor or any of its Subcontractors, that directly pertain to Projects financed with ARRA funds; and
- b. to interview any officer or employee of the Contractor or any of its Subcontractors regarding Projects financed with ARRA funds.

5. Authority of the Inspector General

The Contractor acknowledges and understands that pursuant to Section 1514 (a) of the ARRA, representatives of the Inspector General have authority to examine any contracts, documents or record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on Projects financed with ARRA funds.

6. Whistleblower Protection

Contractor agrees that both it and its Subcontractors, shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors of ARRA funds, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of the following:

- a. gross mismanagement of a contract or grant relating to ARRA funds;
- b. a gross waste of ARRA funds;
- c. a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- d. an abuse of authority related to implementation or use of ARRA funds; or
- e. a violation of law, rule, or regulation related to a contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

The Contractor agrees that it and its Subcontractors shall post a notice of the right and remedies available to employees under Section 1553 of the ARRA. The notices are available at www.recovery.gov. Examples of the notices are attached as Exhibits C and D.

7. Davis-Bacon and Copeland Anti-Kickback Acts

In accordance with Section 1606 of the ARRA and 2 CFR 176.190, all laborers and mechanics employed by Contractors and Subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in the Reorganization Plan Numbered 14 of 1950

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

(64 Stat. 1267; 5 U.S.C. app.) and section 3145 of title 40, United States Code. The prevailing wages can be obtained at www.wdol.gov. The Contractor certifies that it any Subcontractors shall comply with all requirements of the Davis-Bacon Act, specifically including, but not limited to, the provisions set forth in 29 CFR 5.5 which are set forth in Exhibit 5.

The Contractor certifies that it any Subcontractors shall comply with the Copeland "Anti-Kickback" Act, 18 USC 847, and its related regulation at 29 CFR 3, which are incorporated herein by reference, and prohibits intimidating, forcing or otherwise inducing any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

8. Segregation of Funds

The Contractor must segregate the payments, obligations and expenditures relating to funding under the ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the ARRA shall be commingled with other funds or used for a purpose other than that of making payment of costs allowable for ARRA Projects.

9. False Claims Act

The Contractor agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, vendor or supplier has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

10. Anti-Discrimination and Equal Opportunity

In accordance with sections 1.6 and 1.7 of the guidance memorandum issued by the OMB on April 3, 2009, the Contractor shall distribute ARRA funds in accordance with all antidiscrimination, civil rights and equal opportunity laws including (but not limited to) the following: Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d) which prohibits discrimination on the basis of race, color, or nation origin in programs and activities receiving federal financial assistance; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1688), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 et seq.; Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000e et seq.), relating to employment rights and preventing employment discrimination, the Equal Educational Opportunities Act, (20 U.S.C. § 1703), prohibiting denial of an equal educational opportunity to an individual on account of his race, color, sex or national origin; the Age Discrimination in Employment Act, (29 U.S.C. § 621 et. seq.), prohibiting age discrimination against persons 40 years of age or older; and the Uniform Relocation Act, (42 U.S.C.A. § 4601 et seq.), establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

11. National Environmental Policy Act and National Historic Preservation Act

In accordance with section 1.7 of the guidance memorandum issued by the OMB on April 3, 2009, the Contractor acknowledges that Projects financed with ARRA funds projects may be required to comply with the National Environmental Policy Act and the National Historic Preservation Act, and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

12. Green Purchasing and Sustainability

The Contractor and its Subcontractors acknowledge that this Project must adhere to and comply with all applicable provisions concerning sustainability and energy conservation practices set forth in *Guiding Principles for Sustainable New Construction and Major Renovation* as required in Executive Order 13423. To the maximum extent practicable, the Contractor shall purchase green products, which shall include recycled content products, environmentally preferable products, alternative fuels, hybrid and alternative fuel vehicles and non-ozone depleting substances.

13. ARRA Logo

Any Project financed with ARRA funds should display the ARRA Logo in a manner that informs the public that the Project is an ARRA investment. The ARRA Logo may be obtained at the following website:
<http://www.recovery.gov/News/mediakit/Pages/Download.aspx>.

14. Prohibition on Use of Funds

Pursuant to Section 1604 of the ARRA, the Contractor agrees not to undertake or make progress toward any activity using ARRA funds that will lead to the development of casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or any other activity specifically prohibited by the ARRA.

15. Conflicting Requirement

Bidder/Contractor agrees that to the extent these General Condition or any other requirements set forth in the ARRA conflict with the laws of the State of Illinois, these General Conditions and the ARRA requirements shall control.

16. Subcontractor Requirements

The Contractors agrees that it shall include these General Conditions setting forth ARRA requirements in any Subcontractor contracts and acknowledges and understands that the Commission may hold it responsible for any damages or liabilities in incurs as a result of the Subcontractor's failure to comply with these General Conditions.

17. Non-Compliance

The Contractor's failure to comply with these General Conditions or its failure to comply with the applicable federal, state and local requirements governing the use of ARRA funds constitutes a material breach of contract and the Commission shall exercise all remedies available to it under all applicable federal, state and local laws.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

18. **Severability**

If any section, subsection, paragraph, clause, provision or application of these General Conditions is held invalid by any court, the invalidity of such section, subsection, paragraph, clause or provision will not affect any of the remaining provisions thereof.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

PUBLIC BUILDING COMMISSION OF CHICAGO
BUY AMERICAN BID CERTIFICATION (ARRA PROJECTS)

EXHIBIT A

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of Commission's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every construction material contained in the bid solicitation where such American-made construction materials are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all construction materials contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Commission of the U.S. production of each construction material so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any construction material or construction materials that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable.
 - a. Identification of and citations to a categorical waiver published by the Department of Homeland Security, or applicable federal agency, in the Federal Register that is applicable to such construction material or construction materials, and an analysis that supports its applicability to the construction material or construction materials;
 - b. Verifiable documentation sufficient to the Commission as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made construction material but has determined that such construction materials are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such construction material or construction materials that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made construction material or construction materials, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such construction material or construction materials. The Bidder further agrees that, if this bid is accepted, it will assist the Commission in amending, supplementing, or further supporting such information as required by the Commission to request and, as applicable, implement the terms of a waiver with respect to any such construction material or construction materials.

F.H. Paschen, S.N. Nielsen & Associates LLC by FHP Management, Inc., Sole Manager
by Robert F. Zitek, Authorized Agent & Sr. Vice President

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF BIDDER OR
CONTRACTOR


SIGNATURE OF AUTHORIZED REPRESENTATIVE
Robert F. Zitek

March 31, 2011

DATE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

PUBLIC BUILDING COMMISSION OF CHICAGO
BUY AMERICAN CONTRACTOR ACKNOWLEDGMENT (ARRA PROJECTS)

EXHIBIT B

The Contractor acknowledges to and for the benefit of the Commission that it understands that the goods and services under this Agreement are being financed with American Recovery and Reinvestment Act of 2009 (ARRA) funds and that the ARRA contains provisions commonly known as "Buy American," that requires all of the iron, steel, and manufactured goods used in the Project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to the construction contract. The Contractor hereby represents and warrants to and for the benefit of the Commission that:

- (a) the Contractor has reviewed and understands the Buy American Requirements;
- (b) all of the iron, steel, and manufactured goods used in the Project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved; and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Commission.

Notwithstanding any other provision of this Agreement, any failure to comply with the Buy American requirements of the ARRA by the Contractor shall permit the Commission to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Commission resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part).

F.H. Paschen, S.N. Nielsen & Associates LLC
by FHP Management, Inc., Sole Manager
by Robert F. Zitek, Authorized Agent & Sr. Vice President

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR



SIGNATURE OF AUTHORIZED REPRESENTATIVE
Robert F. Zitek

March 31, 2011

DATE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

EXAMPLE OF EMPLOYEES RIGHT AND REMEDIES NOTICES UNDER SECTION 1553 OF THE ARRA
FOLLOW THIS PAGE
EXHIBIT C

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

**PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16**

**EXAMPLE OF EMPLOYEES RIGHT AND REMEDIES NOTICES UNDER SECTION 1553 OF THE ARRA
FOLLOW THIS PAGE
EXHIBIT D**

RECOVERY ACT FRAUD HOTLINE

IF YOU HAVE KNOWLEDGE OR ALLEGATIONS
OF FRAUD, WASTE, ABUSE OR MISMANAGEMENT
INVOLVING STIMULUS SPENDING, YOU CAN:

- CALL THE RECOVERY BOARD FRAUD HOTLINE AT
1-877-392-3375
- FAX THE RECOVERY BOARD FRAUD HOTLINE AT
1-877-329-3922
- SUBMIT A SECURE COMPLAINT FORM ONLINE AT
RECOVERY.GOV/FWA
- OR WRITE: RECOVERY ACCOUNTABILITY AND
TRANSPARENCY BOARD
P.O. BOX 27545
WASHINGTON, DC 20038-7958

*Calls Can Be Made Anonymously
and Confidentially*



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

EXHIBIT #4 TERMS AND CONDITIONS FOR FEDERALLY ASSISTED CONTRACTS

1. Notice Requirements for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

a. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Contract.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Minority Group Employment for each trade 19.6%
Female Group Employment for each trade 6.9%

c. These goals are applicable to all the Contractor's Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

d. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

e. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (U.S. Department of Labor, Office of Federal Contract Compliance, Programs, 230 South Dearborn Street - Room 434, Chicago, IL 60604) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from the solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

f. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" includes the City of Chicago, Cook, DuPage, Kane, Lake, McHenry and Will Counties (Standard Metropolitan Statistical Area).

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

2. Equal Opportunity Clause

During the performance of the Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.*

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

3. Standard Federal Equal Employment Opportunity Construction Specifications (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the Contract resulted.

c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g (1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1522R (Rebid)

Engine Company 16

and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g (1) through (16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(1) through (16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

4. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor must comply and assure compliance with the Contract Work Hours and Safety Standards Act, as amended, 40 USC §§ 3701 through 3708, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable Act)," 29 CFR Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926. In addition to other requirements that may apply:

a. In accordance with sections of the Contract Work Hours and Safety Standards Act, the Contractor must assure that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for Work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

b. In accordance with the Contract Work Hours and Safety Standards Act, the Contractor must assure that no laborer or mechanic working on a construction contract is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with US DOL regulations "Safety and Health Regulations for Construction" 29 CFR Part 1926.

5. Federal Interest in Patents

a. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvements, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the Commission immediately and provide a detailed report.

b. Unless the federal government later makes a contrary determination in writing, the rights and responsibilities of the Commission, the Contractor, and the federal government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable federal laws and regulations, including any waiver of them; and irrespective of the Contractor's status or the status of any Subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor will transmit to the federal government those rights due the federal government in any invention resulting from the Contract.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

6. Federal Interest in Data and Copyrights

a. Definition

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

b. Federal Restrictions

The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for the Contractor's own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Commission and the federal government, until such time as the federal government may have either released or approved the release of such data to the public.

c. Federal Rights in Data and Copyrights

The Commission and the federal government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for the Commission's or federal government purposes, the types of subject data described below, without the copyright owner's consent, the Commission and federal government may not extend their license to other parties.

(i) Any subject data developed under the Contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(ii) Any rights of copyright in which the Contractor purchases ownership with federal assistance.

7. Hold Harmless

Unless prohibited by federal or state law, upon request by the Commission or the federal government, the Contractor must hold harmless the Commission and the federal government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translations, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor is not required to indemnify the Commission or federal government for any such liability arising out of the wrongful acts of employees or agents of the Commission or federal government.

8. Restrictions on Access to Patent Rights

Nothing contained in this section on rights in data implies a license to the Commission or federal government under any patent or is to be construed as affecting the scope of any license or other right otherwise granted to the Commission or federal government under any patents.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

9. No Federal Government Obligation to Third Parties

Absent the federal government's express written consent, the federal government is not subject to any obligations or liabilities to the Contractor or any other person not a party to the Grant Agreement or Cooperative Agreement with the federal government, which is a source of funds for this Contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, agreement, or contract, the federal government continues to have no obligations or liabilities to the Contractor or any other party.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract is limited to those amounts that are allowable and allocable to the Contract in accordance with OMB Circular A-87. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the Commission may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor must promptly refund the amount of the excess payments to the Commission.

12. Fly America

The Contractor and its Subcontractors shall comply with the Fly American Act, 49 USC 40118 and its related regulations at 41 CFR 301-10 and 4 CFR Part 52, which are incorporated herein by reference, and sets forth requirements for the international transportation of persons and property financed with funds from an agency or department of the United States government.

13. Cargo Preference

The Contractor and its Subcontractors shall comply with the United States Cargo Preference requirements, set forth at 46 CFR Part 381, which are incorporated herein by reference, and sets forth requirements for the transportation of certain equipment, materials, or commodities suitable for transport by ocean vessels.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

EXHIBIT# 5 DAVIS-BACON ACT AS SET FOR IN 24 CFR 5.5

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1522R (Rebid)
Engine Company 16

EXHIBIT # 6 COMMUNITY AREA MAP: FULLER PARK AND GRAND BOULEVARD

