

PA

**Contractor:** IHC Construction Companies, LLC  
**Contact Name:** Joe Madonia  
**Address:** 1500 Executive Drive  
**City/State/Zip:** Elgin, Illinois 60123  
**Phone Number:** (847) 742-1516  
**Fax Number:** (847) 742-6610

**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. 1535**

**AIR FORCE ACADEMY HIGH SCHOOL-PHASE III  
3630 SOUTH WELLS STREET  
RENOVATION  
PROJECT #05803**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

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

**MARCH 2011**

## TABLE OF CONTENTS

I.	INTRODUCTION .....	3
II.	PROJECT INFORMATION .....	3
	A. General Information .....	3
	B. Time of Completion .....	4
	C. Commission's Contingency Fund .....	4
	D. Copies of Drawings and Specifications Furnished .....	5
	E. Liquidated Damages .....	5
	F. Prevailing Wage Rates .....	5
III.	INSTRUCTIONS FOR BIDDERS .....	6
	A. Examination of Documents By Bidder .....	6
	B. Interpretations of Addenda .....	6
	C. Inspection of Site .....	6
	D. Pre-Qualification of Bidders .....	6
	E. Evidence of Continuing Qualifications of Bidder .....	6
	F. Preparation of Bid .....	7
	G. Bid Deposit: .....	7
	H. Bidder's Execution of Bid .....	8
	I. Affidavit of Non-Collusion .....	8
	J. MBE and WBE Commitments .....	8
	K. Local Business Subcontracting Participation and Community Hiring .....	8
	L. Affidavit of Uncompleted Work .....	9
	M. Disclosure of Retained Parties .....	9
	N. Submission of Bid .....	9
	O. Withdrawal of Bids before Bid Opening .....	10
	P. Opening of Bids .....	10
	Q. Evaluation of Bids .....	10
	R. Basis of Award .....	10
	S. Performance and Payment Bond and Insurance .....	10
	T. Protests .....	11
	U. Licensing .....	11
	V. Award Of Contract; Rejection Of Bids .....	11
IV.	PROPOSAL AND EXECUTION DOCUMENTS .....	13
	A. Contractor's Bid .....	13
	B. Acceptance of the Bid .....	15
V.	PROPOSAL SUPPORT DOCUMENTS .....	16

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

A. Basis of Award (Award Criteria)..... 16

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED ..... 20

    Affidavit Of Non-collusion ..... 20

    SCHEDULE B - Joint Venture Affidavit (1 of 3) ..... 21

    SCHEDULE C - Letter of Intent from MBE/WBE ..... 24

    SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation..... 26

    SCHEDULE E - Request for Waiver from MBE/WBE Participation ..... 28

    Affidavit Of Uncompleted Work ..... 29

        A. Work Under Contract ..... 29

        B. Uncompleted Work to be Completed with the Bidder's own Forces..... 29

        C. Work Subcontracted to Others ..... 31

    Statement Of Bidder's Qualifications ..... 33

    Disclosure Of Retained Parties ..... 35

    Performance and Payment Bond..... 37

    Bond Approval ..... 40

DOCUMENT SUBMITTAL CHECKLIST ..... 41

**EXHIBITS**

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

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

## AIR FORCE ACADEMY HS PHASE III

### 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:

**AIR FORCE ACADEMY HIGH SCHOOL PHASE III  
3630 SOUTH WELLS STREET  
RENOVATION  
PROJECT #05803**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, this project is the final phase of a three phase renovation project to a 2-story, 66,500 SF school building. The project includes roof replacement, masonry restoration, window replacement, interior classroom renovations including stage lift, locker room and toilet room renovations, new fire alarm system, electrical upgrades including increased electrical service, mechanical upgrades including boiler replacement, new roof top chiller, new hydronic heat and cooling distribution piping and AHU replacement/upgrades, and plumbing upgrades including hot water heater replacement and new distribution piping.
  - 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: \$6,100,000.00 (excluding Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 11<sup>th</sup>, James Balcer, Alderman
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Armour Square, Fuller Park, Douglas and Grand Boulevard Community Areas as designated on Exhibit# 3 Community Area Map.

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

### AIR FORCE ACADEMY HS PHASE III

7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Contract Documents Available at: Springer Blue Print Service, 10640 S. Western Avenue, Chicago, IL, telephone: 773-238-6340
9. Online Contract Documents Available at: [http://springerblueprint.com/psc\\_jobs](http://springerblueprint.com/psc_jobs)
10. Pre-Bid Meeting Date, Time, and Location: **Tuesday, November 1, 2011** at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. **\*Mandatory Technical Review Meeting** for invited Pre-qualified Bidders: **Meeting will be held at the project site located at 3630 S. Wells Street, on Thursday, November 10, 2011 at 11:00AM.** Bidders are requested to park on Wells Street (east side of the building) and enter through the northern entrance, (with ramp) and proceed straight to the 1<sup>st</sup> Floor Lunch room (past the Gym) on the right. Overflow parking is available on the school lot on the west side of building accessed from Princeton Avenue.  
  
An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.  
  
**\*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.**
12. Bid Opening Date and Time: **Tuesday, November 22, 2011 at 11:00AM**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$450,000.00**
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**

#### B. Time of Completion

Substantial Completion of the Work must be achieved not later than **August 17, 2012.**

##### **Milestones and durations specifically included in the Contract (Phasing)**

1. Start for Lower Level Lead Based Paint (LBP) Mitigation: March 30, 2012 at 5:00PM
2. Lower Level LBP Mitigation Completion: April 6, 2012
3. Building Heat System Shut-Down: April 30, 2012
4. Start for Renovations in student occupied areas: June 15, 2012 at 5:00PM
  - a. All rooms, corridors and spaces on first and second floor are considered as student occupied areas excluding rooms: 214, 216, 217, 218, 219, 220 and 221.
5. Start for Exterior Site and Roof Renovations: June 15, 2012 at 5:00PM

#### C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: **\$450,000.00**
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

**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	\$2,500 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. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of labor.

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

## AIR FORCE ACADEMY HS PHASE III

### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

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

#### B. Interpretations of Addenda

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

#### C. Inspection of Site

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

#### D. Pre-Qualification of Bidders

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

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

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

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

## AIR FORCE ACADEMY HS PHASE III

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.

### 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



## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

### AIR FORCE ACADEMY HS PHASE III

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.

#### 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.

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

### AIR FORCE ACADEMY HS PHASE III

- 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.

#### 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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

### AIR FORCE ACADEMY HS PHASE III

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. Basis of Award

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

#### S. Performance and Payment Bond and Insurance

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

### AIR FORCE ACADEMY HS PHASE III

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

#### T. Protests

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

#### U. Licensing

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

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

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, December 20, 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. 1535

**AIR FORCE ACADEMY HS PHASE III**

4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1535, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

Addendum #1 dated November 15, 2011

Addendum #2 dated November 17, 2011

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

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

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1535  
 AIR FORCE ACADEMY HS PHASE III

**BID FORM**

ITEM	AMOUNT
WORK	\$ 5,534,135
COMMISSION'S CONTINGENCY FUND	\$450,000.00
<b>TOTAL BASE BID</b>	<b>\$ 5,984,135</b>
<b>AWARD CRITERIA FIGURE</b> <small>(See Section V. Proposal Support Document, line 15 of Award Criteria Figure)</small>	<b>\$ 5,696,897</b>

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

~~Alternate 1 - New basins & lids for SE-1 & SE-2~~  
~~Add \$ 20,000.00 gm~~

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]  
Secretary

Ral Emanuel  
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

IHC Construction Companies, LLC  
Contractor Name

1500 Executive Drive  
Elgin, IL 60123  
Address

If a Corporation: Limited Liability Company

By [Signature]  
David J. Rock

President  
Title of Signatory

ATTEST:  
By [Signature]  
Alan L. Orosz

Secretary  
Title

If a Partnership:

N/A  
Partner

Address

Partner

Address

Partner

Address

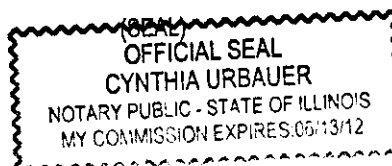
If a Sole Proprietorship:

N/A  
Signature

NOTARY PUBLIC

County of Kane State of IL  
Subscribed and sworn to before me on this 22 day of November, 2011.

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



Approved as to form and legality

[Signature]  
Neal & Leroy, LLC

Date: 12-7-11



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1535  
 AIR FORCE ACADEMY HS PHASE III

**V. PROPOSAL SUPPORT DOCUMENTS**

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

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

**1. Instructions**

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

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

**2. Award Criteria Formula**

Line 1.	Total Base Bid, in figures	<u>5,984,135</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>119,682.71</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>89,762.03</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>29,920.68</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>.1</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>23,936.54</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	<u>.1</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1535  
**AIR FORCE ACADEMY HS PHASE III**

	(Maximum figure 0.10)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>17,952.41</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>.1</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>5,984.14</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>287,238.50</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>5,696,897</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		<u>\$ 5,696,897</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1535  
**AIR FORCE ACADEMY HS PHASE III**

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

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

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

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

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

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

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

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

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

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

**5. Reporting**

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

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

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

## AIR FORCE ACADEMY HS PHASE III

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

### 6. Major Trades

Asbestos Workers  
Boiler Makers  
Bricklayers  
Carpenters  
Cement Masons  
Electricians  
Elevator Construction  
Glaziers  
Mechanists  
Machinery Movers  
Ornamental Iron Workers  
Lathers

Operating Engineers  
Painters  
Pile Driver Mechanics  
Pipe Fitters/Steam Fitters  
Plasterers  
Plumbers  
Roofers  
Sheet Metal Workers  
Sprinkler Fitters  
Steel Fabricators (in shop or on-site)  
Technical Engineers  
Tuck Pointers

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

### 7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Demolition	50%
Environmental	50%
Fencing	30%
Concrete	30%
Masonry	20%
Drywall	40%
Carpentry	20%
Flooring	15%
HVAC	05%

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1535  
**AIR FORCE ACADEMY HS PHASE III**

**VI. ADDITIONAL DOCUMENTS TO BE EXECUTED**

**Affidavit Of Non-collusion**

STATE OF ILLINOIS }  
  } SS  
COUNTY OF COOK }

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

(1) He/~~She~~ is President  
(Owner, Partner, Officer, Representative or Agent) of  
IHC Construction Companies, LLC  
the Bidder that has submitted the attached Bid;

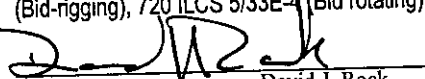
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

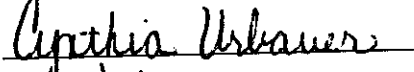
(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in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

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

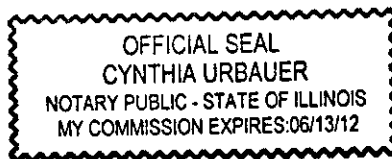
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code, 720 ILCS 5/33E-3* (Bid-rigging), *720 ILCS 5/33E-4* (Bid rotating) or the *Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7*.

  
(Signed) David J. Rock  
President

(Title)  
Subscribed and sworn to before me this 22nd day of November 20 11

  
Notary  
(Title)

My Commission expires: 6/13/12



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1535  
**AIR FORCE ACADEMY HS PHASE III**

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1535  
**AIR FORCE ACADEMY HS PHASE III**

**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. 1535  
**AIR FORCE ACADEMY HS PHASE III**

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

AIR FORCE ACADEMY HS PHASE III

**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:

JADE Carpentry Contractors, Inc.

Name of MBE/WBE Firm (Print)

11/22/11

Date

773-594-1600

Phone

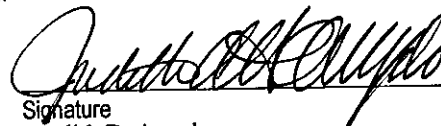
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature  
Judith DeAngelo

Name (Print)

Signature

Name (Print)

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

March 31, 2011

Judith DeAngelo  
Jade Carpentry Contractors, Inc  
6575 N. Avondale Ave.  
Chicago, IL 60631

Annual Certificate Expires: April 1, 2012

Dear Judith DeAngelo:

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

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **1/31/2012**.

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/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.*

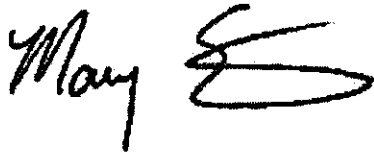
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**CARPENTRY CONTRACTOR; MILLWORK INSTALLATION**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal 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.1535

**AIR FORCE ACADEMY HS PHASE III**

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

To Perform As

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

Name of Project: Air Force Academy High School - Phase III

Project Number: #05803

FROM:

KBI Custom Case, Inc. MBE \_\_\_\_\_ WBE   
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                       a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/7/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Millwork  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 15,720.00  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

**AIR FORCE ACADEMY HS PHASE III**

**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**

31 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. *Install only*

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.

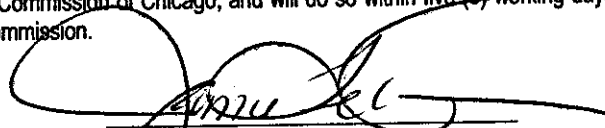
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

KBI Custom Case, Inc.  
Name of MBE/WBE Firm (Print)

11/22/11  
Date

815-648-4940  
Phone

  
Signature  
Janice LeTourneau  
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**

---

October 7, 2011

Janice LeTourneau  
KBI Custom Case, Inc.  
12406 Hansen Rd.  
Chicago, IL 60084-8821

**Certificate Expires: October 5, 2016**

Dear Janice LeTourneau:

We are pleased to inform you that KBI Custom Case, Inc. has been certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until **October 5, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. 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 5, 2012**.

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/BEPD 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.



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

**KBI Custom Case, Inc.**

**Page 2**

*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.*

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:

**NAICS- 32191, 337110, 337122, 337124, 337212 – MILLWORK, COUNTERS,  
CUSTOM-MADE CABINETS, SHELVES**

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

Thank you for your continued interest in the City's Woman owned Business Enterprise (WBE) Program.

Sincerely,

**Michael Chambers**  
Senior Compliance Officer  
CITY OF CHICAGO  
City Hall

TA





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

July 27, 2011

**Annual Certificate Expires: October 1, 2012**

Janice Le Tourneau  
KBI Custom Case, Inc.  
12406 Hansen Rd.  
Hebron, IL 60034

Dear Janice Le Tourneau:

Congratulations on your continued eligibility for certification as a Disadvantaged Business Enterprise (DBE) by the City of Chicago. This Disadvantaged Business Enterprise (DBE) certification is valid until **October 1, 2014**; however your firm must be re-validated annually. Your firm's next annual validation is required by October 1, 2012.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. Failure to file this Affidavit will result in the termination of your certification.

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

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

KBI Custom Case, Inc. will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory can be accessed via the internet at <http://www.dot.state.il.us/ucp/ucp.html>.

**NAICS-321918: OTHER MILLWORK (INCLUDING FLOORING)**

**NAICS-327991: COUNTERTOPS, STONE, MANUFACTURING**

**NAICS-337110: COUNTERTOPS (I.E., KITCHEN, BATHROOM), WOOD OR PLASTICS LAMINATED ON WOOD, MANUFACTURING**

**NAICS-337122: CABINETS, WOOD HOUSEHOLD-TYPE, FREESTANDING, MANUFACTURING**

**NAICS-337124: CABINETS, METAL HOUSEHOLD-TYPE, FREESTANDING, MANUFACTURING**

**NAICS-337212: MILLWORK, CUSTOM ARCHITECTURAL, MANUFACTURING**

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

Thank you for your continued interest in the City's Disadvantaged Business Enterprise (DBE) Program.

Sincerely,

*The Office of Compliance*

City of Chicago - Office of Compliance

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

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

Name of Project: Air Force Academy High School - Phase III

Project Number: #05803

FROM:

Architectural Fixtures, Inc MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

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

X a Corporation

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 1-31-2012. 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.

Metal Studs, Drywall, BAH Insulation, Finish Taping

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

43,580<sup>00</sup>

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

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

**PARTIAL PAY ITEMS**

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

---

---

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Architectural Fixtures, Inc.

Name of MBE/WBE Firm (Print)

11-22-11

Date

847-562-9944

Phone



Signature

Name (Print)

LAURIE REID

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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

# CMS

ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

June 14, 2011

Laurie Reid  
Architectural Fixtures Inc  
630 Anthony Trl  
Northbrook, IL 60062-2540

Certification Expires: June 14, 2012

Re: NCA Certification Approval (FBE)

Dear Business Owner:

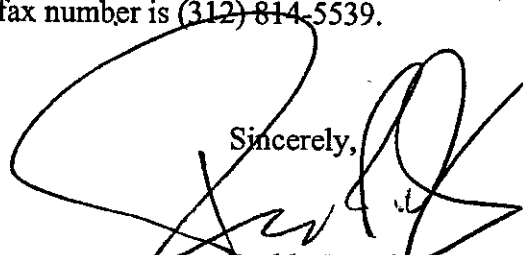
Congratulations! After reviewing the information that you supplied in the No-Change Affidavit, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company.

If you have any questions or need any assistance, please contact our office at (312) 814-4190; Toll-free at (800) 356-9206; Illinois Relay Line for the Hearing Impaired - TTY Users at (800) 526-0844; Illinois Relay Line for the Hearing Impaired - Voice Users at (800) 526-0857, or Nextalk/Textnet at (888) 261-3212. Our fax number is (312) 814-5539.

Sincerely,



Ruddy I. Ortiz  
Deputy Director  
Business Enterprise Program

(L49FBE)

100 W Randolph St., Suite 4-400, Chicago, IL 60601

*Printed on Recycled Paper*



hereby grants

# National Women's Business Enterprise Certification

to  
Architectural Fixtures, Inc.

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

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

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



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

NAICS Codes: 238350, 238310

UNSPSC Codes: 72152001



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1535

AIR FORCE ACADEMY HS PHASE III

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Air Force Academy High School - Phase III

Project Number: #05803

FROM:

Fullerton Industrial Supply, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/18/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Material Supplier  
\_\_\_\_\_  
\_\_\_\_\_

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

\$99,500.00  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

AIR FORCE ACADEMY HS PHASE III

**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:

Fullerian Industrial Supply, Inc

Name of MBE/WBE Firm (Print)

11/22/11

Date

773-525-3003

Phone

Signature

LAUREN BELLAMBA  
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 18, 2011

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

**Annual Certificate Expires: June 1, 2013**

Dear Lauren Bellagamba:

Congratulations on your continued eligibility for certification as a **Minority and 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. As such, your firm's next No Change Affidavit is due by **August 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.*

Your firm 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 SUPPLIS, ELECTRICAL  
SUPPLIES, FASTENERS, WELDING SUPPLIES, SAFETY SUPPLIES,  
ABRASIVES, HAND TOOLS, POWER TOOLS, PRESSING TOOLS, UTILITY  
LOCATING EQUIPMENT, DRAIN CLEANING & DIAGNOSTIC EQUIPMENT,  
MEASURING TOOLS, PAIN, 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 Minority and Women Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority and Women Business Enterprise (MBE/WBE) goal 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 cursive script that reads "Karen Patterson" followed by a small "d.c." to the right.

Karen Patterson  
Deputy Director

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

AIR FORCE ACADEMY HS PHASE III

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

**To Perform As**

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

Name of Project: Air Force Academy High School - Phase III

Project Number: #05803

FROM:

Evergreen Supply Co. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                                      \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated October / March 2011. 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 MATERIAL

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

Net 30 days \$ 45,000.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

AIR FORCE ACADEMY HS PHASE III

**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)

11.22.11  
Date

Phone

Colleen Kramer  
Signature

Colleen Kramer  
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**

---

September 19, 2011

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

**Annual Certificate Expires: October 1, 2012**

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**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **8/1/2012**.

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/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.*

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

**NIGP-06036: ELECTRICAL ACCESSORIES: ALTERNATORS, AMMETERS,  
COILS, DISTRIBUTORS, G  
NIGP-91438: ELECTRICAL  
NIGP-99837: ELECTRICAL SUPPLIES**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal 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 "Michael Chambers", with a large, stylized flourish at the end.

Michael Chambers  
Senior Compliance Officer

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1535

AIR FORCE ACADEMY HS PHASE III

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

Name of Project: Air Force Academy High School - Phase III

Project Number: #05803

FROM:

DIVERSIFIED General Contractors MBE  WBE   
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 4/1/2012. 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.

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

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

ONE MILLION FOUR HUNDRED SIXTY THOUSAND + 00/100  
(\$1,460,000.00)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

**AIR FORCE ACADEMY HS PHASE III**

**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**

21 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:

DIVERSIFIED GENERAL CONTRACTORS

Name of MBE/WBE Firm (Print)

11/22/11

Date

708-474-2905

Phone

Signature

MELVIA ARMSTRONG

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**

---

March 16, 2011

Melvin Armstrong  
Diversified General Contractor, Inc.  
17935 Chappel Ave  
Lansing, IL 60438

**Annual Certificate Expires: April 1, 2012**

Dear Melvin Armstrong:

**Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until April 1, 2012.**

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **1/31/2012**.

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/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.*

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

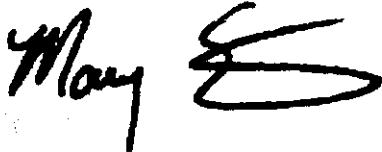
**CONSTRUCTION MANAGEMENT SERVICES; HVAC SERVICE AND**

**INSTALLATION; TRUCKING; HAULING AND EXCAVATION**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal 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. 1535  
 AIR FORCE ACADEMY HS PHASE III

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

Name of Project: Air Force Academy High School Phase III

STATE OF ILLINOIS }  
 } SS  
 COUNTY OF COOK }

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

Title and duly authorized representative of  
IHC Construction Companies, LLC

Name of General Contractor whose address is  
1500 Executive Drive

in the City of Elgin, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
See Attached		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
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.

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Jade Carpentry	Carpentry		38,000.00
KBI Custom Casework	Millwork		15,720.00
Architectural Fixtures	Drywall		43,580.00
Fullerton Industrial	Material Supplier		99,500.00
Evergreen Supply	Material Supplier		45,000.00
Diversified Mechanical	Mechanical	1,460,000.00	
<b>Total Net MBE/WBE Credit</b>		<b>\$ 1,460,000.00</b>	<b>\$ 241,800.00</b>
<b>Percent of Total Base Bid</b>		<b>24.4 %</b>	<b>4.04 %</b>

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

IHC Construction Companies, LLC

Name of Contractor (Print)  
November 22, 2011

Date  
(847) 742-1516

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

David J. Rock

Signature  
David J. Rock, President

Name (Print)

Signature

Name (Print)

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1535  
**AIR FORCE ACADEMY HS PHASE III**

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

Date: November 22, 2011

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

Dear Mrs. Cabonargi:

RE: Contract No. 1535

Project Title: Air Force Academy High School Phase III

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.1535

AIR FORCE ACADEMY HS PHASE III

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

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

	1	2	3	4	Awards Pending	TOTALS	
Project	See Attached Affidavit of Availability						
Contract With							
Estimated Completion Date							
Total Contract Price							
Uncompleted Dollar Value if Firm is the GC							
Uncompleted Dollar Value if Firm is a Subcontractor							
<b>TOTAL VALUE OF ALL WORK</b>							

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

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

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





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	See Attached Affidavit of Availability				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

as of 30 Sept 2011

Prepared for the Public Building Commission - Response to Bid Requirement: Affidavit of Uncompleted Work

Building Projects - Under General Contract

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	1523					
Contract With	PBC					
Estimated Completion Date	8/1/2011					
Total Contract Price	455,736.00					Accumulated Totals
Uncompleted Dollar Value If Firm Is the Prime Contractor	1,234,132.00					1,234,132.00
Uncompleted Dollar Value If Firm Is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>1,234,132.00</b>

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

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

						Accumulated Totals
EARTHWORK						0.00
DEMOLITION						0.00
SEWER AND DRAIN						0.00
FOUNDATIN						0.00
PAINTING						0.00
STRUCTURAL STEEL (Bldg Constr)						0.00
ORNAMENTAL STEEL (Bldg Constr)						0.00
MISCELLANEOUS CONCRETE						0.00
FIREPROOFING						0.00
MASONRY						0.00
HVAC/MECH/ELEC/PLUMBING						0.00
ROOFING & SHEET METAL						0.00
FLOORING & TILE WORK						0.00
DRYWALL & PLASTER WORK						0.00
CEILING CONSTRUCTION						0.00
HOLLOW METAL & HARDWARE						0.00
GLAZING & CALKING						0.00
MISCELLANEOUS ARCH WORK						0.00
LANDSCAPING						0.00
FENCING						0.00
OTHER: LIST						0.00
MOBILIZATION	35,908.00					35,908.00
GENERAL CONDITIONS	85,920.00					85,920.00
<b>Totals</b>	<b>121,828.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>121,828.00</b>

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	ALL SUBS PER				
Type of Work	VP SL REPORT				
Subcontract Price	3,393,084				
Amount Uncompleted	401,804				
Subcontractor	OWNER				
Type of Work	ALLOWANCES				
Subcontract Price	155,000.00				
Amount Uncompleted	15,500.00				
Subcontractor	*Unused* OWNER				
Type of Work	ALLOWANCES				
Subcontract Price	100,000.00				
Amount Uncompleted	100,000.00				
Subcontractor	*Unused* OWNER				
Type of Work	ALLOWANCES				
Subcontract Price	500,000.00				
Amount Uncompleted	500,000.00				
Subcontractor	MISC VENDORS				
Type of Work	SERVICES				
Subcontract Price	250,000.00				
Amount Uncompleted	75,000.00				
Subcontractor	MISC VENDORS				
Type of Work	SUPPLY				
Subcontract Price	150,000.00				
Amount Uncompleted	20,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>1,112,304.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

this 22nd day of November, 2011.

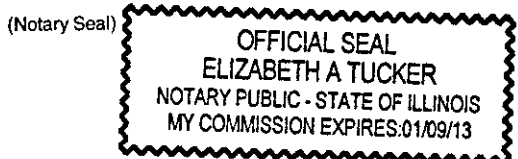
Type or Print Name Alan L. Orosz, Chief Financial Officer

Elizabeth A. Tucker  
 Notary Public

Signed [Signature]  
Officer or Director Title

My commission expires: 01/09/13

Company IHC Construction Companies, LLC  
 Address 1500 Executive Dr.  
Elgin, IL 60123



# SL Subcontracts By Job

Jobs: 11154. - 11154. All Vendors Through: 10/11  
 Job Status: All Sales and VAT Taxes Not Included Use Taxes Not Included

Subcontract	Vendor	Current Contract	Billed	Paid	Retainage	Current Due	To Be Billed	Status: Open
11154-201	17318 ARC UNDERGROUND INC	127,500.00	108,052.75	97,247.48	10,805.27	0.00	19,447.25	
11154-202	17305 B & E AQUATICS INC	239,300.00	231,364.05	209,227.65	23,136.40	0.00	7,935.95	
11154-203	10839 FLO TECH MECHANICAL SYSTEMS INC	285,000.00	217,150.00	195,435.00	21,715.00	0.00	67,850.00	
11154-204	17303 JM POLCURR INC	1,325,000.00	1,353,190.00	1,217,871.00	135,319.00	0.00	-28,190.00	
11154-205	17340 NAMAT CONSTRUCTION COMPANY	55,379.80	54,930.30	49,437.27	5,493.03	0.00	449.50	
11154-207	17310 PLUMBING SYSTEMS INC	38,500.00	38,500.00	34,650.00	3,850.00	0.00	0.00	
11154-208	17323 SPEEDY GONZALEZ LANDSCAPING INC	353,300.00	176,910.00	153,980.00	17,691.00	5,239.00	176,390.00	
11154-209	1761 THE LUSE COMPANIES	76,000.00	76,000.00	68,400.00	7,600.00	0.00	0.00	
11154-210	17327 MBB ENTERPRISES OF CHICAGO INC	155,000.00	75,800.00	68,220.00	7,580.00	0.00	79,200.00	
11154-211	17304 TAGEE ARCHITECTURAL METAL ERECTORS	54,290.00	19,090.00	17,181.00	1,909.00	0.00	35,200.00	
11154-212	13102 H & P CONTRACTOR INC	208,458.00	208,458.00	187,612.20	20,845.80	0.00	0.00	
11154-213	13427 KBI CUSTOM CASE INC	65,000.00	65,000.00	58,500.00	6,500.00	0.00	0.00	
11154-214	17346 GLASS DESIGNERS INC	36,000.00	36,000.00	32,400.00	3,600.00	0.00	0.00	
11154-215	10623 SUPERIOR FLOOR COVERING INC	47,000.00	34,251.55	30,826.39	3,425.16	0.00	12,748.45	
11154-216	17376 HUFECOR CHICAGO	10,400.00	10,400.00	9,360.00	1,040.00	0.00	0.00	
11154-217	11699 CHICAGO SPOTLIGHT INC	138,000.00	133,000.00	119,700.00	13,300.00	0.00	5,000.00	
11154-218	13707 LITGEN CONCRETE CUTTING	7,800.00	4,735.00	4,261.50	473.50	0.00	3,065.00	
11154-219	17341 QC ENTERPRISES INC	27,140.00	27,140.00	24,426.00	2,714.00	0.00	0.00	
11154-220	10460 MIDWEST FENCE	30,161.00	30,161.00	27,144.90	3,016.10	0.00	0.00	
11154-221	17395 RW COLLINS CO	2,500.00	2,500.00	2,250.00	250.00	0.00	0.00	
11154-222	13238 INDECOR CONTRACT WINDOW TREATMENTS	7,000.00	0.00	0.00	0.00	0.00	7,000.00	
11154-223	17343 BEVERLY ASPHALT PAVING CO	4,300.00	0.00	0.00	0.00	0.00	4,300.00	
11154-225	17353 VISION PAINTING & DECORATING SERVICES	48,100.00	48,100.00	43,290.00	4,810.00	0.00	0.00	
11154-226	17334 WEST SIDE TRANSFORMATION CORPORATION	5,760.00	5,257.50	5,257.50	0.00	0.00	502.50	
11154-227	10702 WILKIN INSULATION CO	19,800.00	19,800.00	17,820.00	1,980.00	0.00	0.00	
11154-228	16948 CHICAGO CONSTRUCTION SPECIALTIES	26,395.00	15,490.00	13,941.00	1,549.00	0.00	10,905.00	
		<b>3,393,083.80</b>	<b>2,991,280.15</b>	<b>2,687,438.89</b>	<b>298,602.26</b>	<b>5,239.00</b>	<b>401,803.65</b>	



Illinois Department  
of Transportation

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

**Affidavit of Availability**  
For the Letting of 11/18/2011  
(Letting date)

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number	5599	62392				
Contract With	ISTHA	IDOT				
Estimated Completion Date	7/1/2011	2/28/2013				
Total Contract Price	2,855,048.66	10,387,555.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	288,207.70	9,397,729.00				9,685,936.70
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>9,685,936.70</b>

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement-Concrete Paving/ ERECTION						0.00
HMA Plant Mix / CARPENTRY		112,000.00				112,000.00
HMA Paving / FIELD CONDITIONS		75,000.00				75,000.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	5,000.00					5,000.00
Highway, R.R. and Waterway Structures						0.00
Drainage	5,000.00	1,910,000.00				1,915,000.00
Electrical / GENERATOR		316,000.00				316,000.00
Cover and Seal Coats						0.00
Concrete Construction	14,000.00	1,560,000.00				1,574,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing / MECHANICAL PUMPS		975,538.00				975,538.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		95,000.00				95,000.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
MOBILIZATION	2,500.00					2,500.00
GENERAL CONDITIONS	67,621.00	253,724.00				321,345.00
<b>Totals</b>	<b>94,121.00</b>	<b>5,297,262.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,391,383.00</b>

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

**Part III. Work Subcontracted to Others**

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

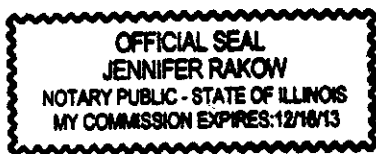
	1	2	3	4	Awards Pending
Subcontractor	HECKER	A&L			
Type of Work	ELECTRICAL	EQUIPMENT			
Subcontract Price	173,362	30,900			
Amount Uncompleted	43,680	30,900			
Subcontractor	JK STEEL	A-1 ROOFING			
Type of Work	REBAR	ROOF			
Subcontract Price	57,792.00	73,760.00			
Amount Uncompleted	5,213.00	73,780.00			
Subcontractor	INDUSTRIAL FENCE	AMBAR			
Type of Work	GUARDRAIL	REBAR			
Subcontract Price	410,550.00	178,145.00			
Amount Uncompleted	46,347.00	173,770.00			
Subcontractor	TRAFFIC CONTROL	AUSSEM			
Type of Work	TEMP TRAFFIC CONTROL	METAL			
Subcontract Price	284,195.00	55,000.00			
Amount Uncompleted	41,264.00	55,000.00			
Subcontractor	DOMINIC FIORDIROSA	CD CHIDESTER			
Type of Work	LANDSCAPING	EARTH EX			
Subcontract Price	36,144.00	359,439.00			
Amount Uncompleted	3,285.00	247,498.00			
Subcontractor	RA SEATON	CERTIFIED MASONRY			
Type of Work	LANDSCAPING	MASONRY			
Subcontract Price	25,471.00	231,405.00			
Amount Uncompleted	12,969.00	231,405.00			
Subcontractor	Continued	Continued			
Type of Work	on	on			
Subcontract Price	Next	Next			
Amount Uncompleted	Page	Page			
<b>Total Uncompleted</b>	<b>152,758.00</b>	<b>812,331.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

this 26th day of October, 2011

Jennifer Rakow  
 Notary Public  
 My commission expires: 12/16/2013

(Notary Seal)



Type or Print Name Alan L. Orosz, Chief Financial Officer  
 Officer or Director Title

Signed [Signature]

Company IHC Construction Companies, LLC  
 Address 1500 Executive Dr.  
Elgin, IL 60123

**Part III. Work Subcontracted to Others**

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

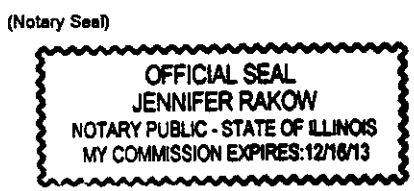
	1	2	3	4	Awards Pending
Subcontractor	Carry-over	Carry-over			
Type of Work	from	from			
Subcontract Price	Previous Page	Previous Page			
Amount Uncompleted	152,758.00	812,331.00			
Subcontractor	MAINTENANCE COATING	CIVIL CONTRACTOR			
Type of Work	PAVEMENT MARKING	UG PIPING			
Subcontract Price	9,052.00	66,000.00			
Amount Uncompleted	132.00	66,000.00			
Subcontractor	UTILITY CONC	CROWN			
Type of Work	NOISE ABATEMENT	PAINTING			
Subcontract Price	216,930.00	80,710.00			
Amount Uncompleted	21,843.00	80,710.00			
Subcontractor	RD INSTALLATION	FOUNDATION DRILLING			
Type of Work	CONCRETE RESTORATION	CAISSONS			
Subcontract Price	48,302.00	36,500.00			
Amount Uncompleted	953.00	0.00			
Subcontractor	CROWN PAINTING	GFS FENCE			
Type of Work	PAINTING	FENCING			
Subcontract Price	68,389.00	33,829.00			
Amount Uncompleted	8,402.00	32,904.00			
Subcontractor	--	MECHANICAL INC			
Type of Work	--	MECH & HVAC			
Subcontract Price	0.00	912,700.00			
Amount Uncompleted	0.00	912,700.00			
Subcontractor	Continued	Continued			
Type of Work	on	on			
Subcontract Price	Next	Next			
Amount Uncompleted	Page	Page			
<b>Total Uncompleted</b>	<b>184,088.00</b>	<b>1,904,645.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

Subscribed and sworn to before me  
 this 26th day of October, 2011.

Type or Print Name Alan L. Orosz, Chief Financial Officer  
 Officer or Director \_\_\_\_\_ Title \_\_\_\_\_  
 Signed *[Signature]*  
 Company IHC Construction Companies, LLC  
 Address 1500 Executive Dr.  
Elgin, IL 60123

*Jennifer Rakow*  
 Notary Public 12/16/2013  
 My commission expires: 03/30/2012



**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	Carry-over	Carry-over			
Type of Work	from	from			
Subcontract Price	Previous Page	Previous Page			
Amount Uncompleted	184,088.00	1,904,645.00			
Subcontractor	0	METROMEX			
Type of Work	0	ASPHALT			
Subcontract Price	0	46,422			
Amount Uncompleted	0	46,422			
Subcontractor	0	THATCHER			
Type of Work	0	EARTH RETENTION			
Subcontract Price	0	528,760			
Amount Uncompleted	0	26,200			
Subcontractor		ELECTRICAL SYSTEMS			
Type of Work		ELECTRICAL			
Subcontract Price		2,119,800			
Amount Uncompleted		2,114,600			
Subcontractor		SIEVERT ELEC			
Type of Work		CONVEYING SYS			
Subcontract Price		8,600			
Amount Uncompleted		8,600			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor	Continued	Continued			
Type of Work	on	on			
Subcontract Price	Next	Next			
Amount Uncompleted	Page	Page			
<b>Total Uncompleted</b>	<b>184,088.00</b>	<b>4,100,466.72</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

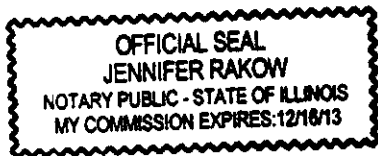
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

this 26th day of October, 2011.

*Jennifer Rakow*  
 Notary Public  
 My commission expires: 12/16/2013  
6/13/2012

Type or Print Name Alan L. Orosz, Chief Financial Officer  
Officer or Director Title  
 Signed *[Signature]*  
 Company IHC Construction Companies, LLC  
 Address 1500 Executive Dr.  
Elgin, IL 60123

(Notary Seal)





**Part III. Work Subcontracted to Others**

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

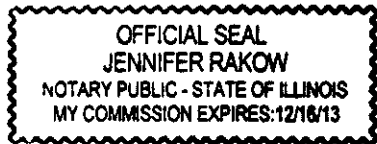
	1	2	3	4	Awards Pending
Subcontractor	Carry-over	Carry-over			
Type of Work	from	from			
Subcontract Price	Previous Page	Previous Page			
Amount Uncompleted	184,088.00	4,100,466.72			
Subcontractor	MISC SUPPLIERS	MISC SUPPLIERS			
Type of Work	MISC ITEMS	MISC ITEMS			
Subcontract Price	350,000	500,000			
Amount Uncompleted	8,000				
Subcontractor	MISC MATERIALS	MISC MATERIALS			
Type of Work	MISC ITEMS	MISC ITEMS			
Subcontract Price	267,356	400,000			
Amount Uncompleted	2,000				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>194,088.00</b>	<b>4,100,466.72</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

this 26th day of October, 2011.

*Jennifer Rakow*  
 Notary Public  
 My commission expires: 12/16/2013  
 6/13/2012

(Notary Seal)



Type or Print Name Alan L. Orosz, Chief Financial Officer

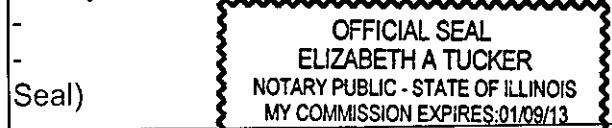
Signed *Alan L. Orosz* Title Officer or Director

Company IHC Construction Companies, LLC

Address 1500 Executive Dr.  
Elgin, IL 60123

I hereby certify that this is a true copy of the ORIGINAL DOCUMENT - BC-57, consisting of Five (5) pages

*Elizabeth A. Tucker* Date 11-22-11  
 Notary Public

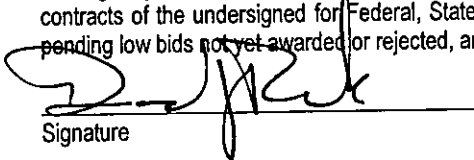


Seal)

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

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

November 22, 2011  
Date

David J. Rock  
Name (Type or Print)

President  
Title

IHC Construction Companies, LLC

Bidder Name  
1500 Executive Drive

Address  
Elgin IL 60123

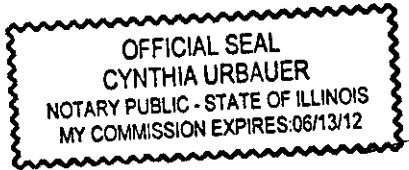
City State Zip

Subscribed and sworn to before me  
this 22nd day of November, 2011

  
Notary Public

(SEAL)

Commission expires: 6/13/12



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1535  
 AIR FORCE ACADEMY HS PHASE III

**Statement Of Bidder's Qualifications**

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

Bidder IHC Construction Companies, LLC

Submitted By David J. Rock

Title President

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

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

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

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

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

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

**PBC CONTRACT 1535: AIR FORCE ACADEMY HS PHASE III  
RECENTLY COMPLETED SIMILAR CONTRACT**

PROJECT NAME BRIEF DESCRIPTION	CONTRACT VALUE	COMPLETION DATE	NAME OF OWNER CONTACT, ADDRESS, PHONE #
MUNDELEIN HIGH SCHOOL DISTRICT 120 RENOVATIONS AND UPGRADES: TOILET ROOM, ROOFING, TRACK AND FIELD, POOL, WINDOWS, MEP SYSTEMS. MUNDELEIN, IL	\$10,000,000	AUG. 2012	MUNDELEIN HIGH SCHOOL DISTRICT 120 GARY LONQUIST, BUSINESS MANAGER 1350 W. HAWLEY STREET MUNDELEIN, IL 60060 847-949-2200 ext.1213
COLLINS HIGH SCHOOL INTERIOR RENOVATIONS (43,000 GROSS SF) ARTIFICIAL TURF, LIBRARY CONVERSION, LIGHTING, POOL FILTRATION CHICAGO, IL	4,600,000	AUG. 2011	PUBLIC BUILDING COMMISSION JIM KOOLISH, PROJECT MANAGER RICHARD J. DALEY CENTER, 50 W. WASHINGTON CHICAGO, IL 60602 312-744-3090
CURIE METROPOLITAN HIGH SCHOOL INTERIOR RENOVATIONS (20,000 SF - Gross 442,000 SF) ENVIRONMENTAL, DEMOLITION, ROOFING, HAVC, ELECTRIC, GLASS CHICAGO, IL	\$1,000,000	AUG. 2011	CHICAGO PUBLIC SCHOOLS JOSEPH TOMASO, OWNERS REPRESENTATIVE 125 S. CLARK STREET CHICAGO, IL 60603 773-553-3197
NAPERVILLE CENTRAL HIGH SCHOOL 172,430 SF OF ADDITIONS (3-STORY CLASSROOM ADDITION, 3-STORY ADMINISTRATION & ENTRY ADDITION, MUSIC ADDITION) 280,000 SF OF RENOVATIONS THROUGHOUT INTERIOR & EXTERIOR NAPERVILLE, IL	\$87,700,000	AUG. 2011	NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203 RALPH WEAVER, DIR. FACILITIES 203 WEST HILLSIDE ROAD NAPERVILLE, IL 60540 630-420-2546
MORAIN VALLEY COMMUNITY COLLEGE - CAMPUS EXPANSION NEW 100,000 SF VERNON O. CRAWLEY SCIENCE HALL NEW 54,000 SF MORAIN BUSINESS & CONFERENCE CTR NEW 30,300 SF STUDENT UNION BUILDING 57,000 SF OF ADDITIONS AND RENOS TO STUDENT SVC CTR 100,000 SF OF RENOVATIONS TO EXISTING BUILDINGS A, B & L NEW 32,161 SF SOUTHWEST EDUCATION CENTER IN TINLEY PARK INFRASTRUCTURE IMPROVEMENTS THROUGHOUT MAIN CAMPUS PALOS HILLS & TINLEY PARK, IL	\$97,000,000	OCT. 2010	MORAIN VALLEY COMMUNITY COLLEGE ANDREW DUREN, MS, VP OF ADMIN SVCS & COLL FAC. 9000 W. COLLEGE PARKWAY, D201 PALOS HILLS, IL 60465 708-974-5203
SEDOL - NEW LAREMONT SCHOOL (78,000 SF) RENOVATIONS TO EXISTING GAGES LAKE/LAREMONT SCH. (73,919 SF) RENOVATIONS TO SALLY POTTER TRANSITION CENTER (MUNDELEIN) GAGES LAKE AND MUNDELEIN, IL	\$18,600,000 \$3,900,000	OCT. 2010 OCT. 2010 AUG. 2011	SPECIAL EDUCATION DISTRICT OF LAKE COUNTY (SEDOL) KEN FRANKS, OWNERS REP./SIGNATURE DEVELOPMENT 18160 GAGES LAKE ROAD GAGES LAKE, IL 60030 847-740-2103
KANE COUNTY CIRCUIT COURT BRANCH INTERIOR RENOVATIONS ST. CHARLES, IL	\$4,000,000	APR. 2011	COUNTY OF KANE TIM HARBAUGH, FACILITIES DIRECTOR 719 S. BATAVIA AVENUE GENEVA, IL 60134 630-208-5173
NILES THSD 219 - SUMMER 2010 RENOVATIONS CAPITAL IMPROVEMENTS NILES WEST HIGH SCHOOL NILES NORTH HIGH SCHOOL NILES CENTRAL HIGH SCHOOL SKOKIE, IL	\$10,000,000	OCT. 2010	NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3967
GRANT HIGH SCHOOL - SUMMER 2010/2011 RENOVATIONS CAPITAL IMPROVEMENTS KITCHEN EXPANSION, UPDATE GYMNASIUMS, SECURITY SYSTEM, EXTERIOR PANELS, STADIUM CONCESSION, TENNIS COURT REMEDIATION FOX LAKE, IL	\$9,000,000	SEP. 2010 SEP. 2011	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 DR. JOHN BENEDETTI, SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561
WOODSTOCK CUSD 200 - SUMMER 2010 RENOVATIONS CAPITAL IMPROVEMENTS RENOVATIONS AT CLAY ELEMENTARY, DEAN STREET ELEMENTARY, OLSON ELEMENTARY CONVERSION VERDA DIREZEN EARLY LEARNING CENTER WOODSTOCK, IL	\$7,000,000	SEP. 2010	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 DR. ELLYN WRZESKI, SUPERINTENDENT MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8200
GRANT HIGH SCHOOL NEW FIELDHOUSE 2 CLASSROOM ADDITIONS: SCIENCE LABS, ART STUDIOS, FAMILY AND CONSUMER SCIENCE LABS FOX LAKE, IL	\$34,000,000	DEC. 2009	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 DR. JOHN BENEDETTI, SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561
CCSD 89 - EXTENSIVE RENOVATIONS TO FIVE SCHOOLS AND ADMINISTRATIVE BUILDING (ARBOR VIEW ES - 42,000 SF; BRIAR GLEN ES - 51,000 SF; GLEN CREST MS - 100,000 SF; PARK VIEW ES - 48,000 SF; WESTFIELD SCHOOL - 45,000 SF; ADMIN BLDG - 10,000 SF) GLEN ELLYN, IL	\$20,000,000	SEPT. 2009	GLEN ELLYN COMMUNITY CONSOLIDATED SCHOOL DIST. 89 DR. JOHN PERDUE, SUPERINTENDENT 22W600 BUTTERFIELD RD. GLEN ELLYN, IL 60137 630-469-8900

**PBC CONTRACT 1535: AIR FORCE ACADEMY HS PHASE III  
RECENTLY COMPLETED SIMILAR CONTRACT**

PROJECT NAME BRIEF DESCRIPTION	CONTRACT VALUE	COMPLETION DATE	NAME OF OWNER CONTACT, ADDRESS, PHONE #
NEW PRE-ENGINEERED MAINTENANCE BUILDING 6,000 SF AURORA, IL	\$1,300,000	AUG. 2009	VERMEER JUNIOR KOOL 2801 BEVERLY DRIVE AURORA, IL 60504 630-820-3030
NILES WEST HIGH SCHOOL THREE-STORY, SIX-CLASSROOM ADDITION (7/09) **FACILITY REGISTERED FOR LEED® SILVER CERTIFICATION** DAY CARE REMODEL FOR FACULTY AND STAFF (5/09) REMODEL WRESTLING ROOMS INTO STUDENT ACTIVITY CENTER (8/08) SKOKIE, IL	\$3,100,000	JUL. 2009	NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3967
NORTHGATE TECHNOLOGIES NEW OFFICE AND WAREHOUSE FACILITY 34,160 SF TOTAL INCLUDING 14,500 SF OFFICE SPACE 1591 SCOTTSDALE COURT ELGIN, IL 60123	\$2,900,000	JUNE 2009	NORTHGATE TECHNOLOGIES ROBERT MANTELL, EXECUTIVE VP 600 CHURCH ROAD ELGIN, IL 60123 (847) 608-8900
HAWTHORN ELEMENTARY NORTH 4,500 SF ADMINISTRATIVE OFFICE ADDITIONS AND RENOVATIONS VERNON HILLS, IL	\$1,200,000	AUG. 2008	HAWTHORN SCHOOL DISTRICT #73 DR. SUE ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200
LIFE SAFETY UPGRADES AND VARIOUS INTERIOR UPGRADES PERFORMED AT SIX DISTRICT SCHOOLS AND ADMIN BUILDING SUMMER PROJECT BERKELEY, IL	\$1,500,000	AUG 2008	BERKELEY SCHOOL DISTRICT #87 DR. JOSEPH PALERMO, SUPERINTENDENT 1200 N. WOLF ROAD BERKELEY, IL 60163 708-449-3350
CAFETERIA ADDITION TO ELEMENTARY SOUTH WARMING KITCHEN WITH SERVING LINES AND STUDENT SEATING AREA, COURTYARD WITH LANDSCAPING 6,000 SF VERNON HILLS, IL	\$1,600,000	AUG. 2007	HAWTHORN SCHOOL DISTRICT #73 DR. SUE ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200
NILES WEST HIGH SCHOOL CONVERT 4 CLASSROOMS TO SCIENCE LABS - 4,000 SF (\$631,977) WRESTLING ROOM RENOVATIONS (\$131,757), MISC PROJECTS (\$40,000) SKOKIE, IL	\$803,734	AUG. 2006	NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 GERRY YEGGY, BUSINESS MANAGER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-568-3950
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 CLAY, DEAN, WESTWOOD & GREENWOOD ELEMENTARY SCHOOLS NORTHWOOD MIDDLE SCHOOL, VERDA DIERZEN ELC LIFE SAFETY PROJECTS FOR 6 SCHOOLS OVER TWO SUMMERS WOODSTOCK, IL	\$9,500,000	AUG. 2006	WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204
GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 15,000 SF TWO-STORY CLASSROOM/LIBRARY ADDITION FOX LAKE, IL	\$2,500,000	MAR. 2006	GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 CHRISTINE SEFCIK, ASSISTANT SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561
MARQUARDT SCHOOL DISTRICT 15 NEW ADMINISTRATION CENTER ADDITIONS & RENOVATIONS - MIDDLE SCHOOL LIFE SAFETY PROJECTS - EXISTING SCHOOLS GLENDALE HEIGHTS, IL	\$8,058,000	MAR. 2006	MARQUARDT SCHOOL DISTRICT 15 DR. LOREN MAY, SUPERINTENDENT 2174-C GLADSTONE COURT GLENDALE HEIGHTS, IL 60139 630-295-5450

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- Limited Liability Company
- (a) Corporation Name IHC Construction Companies, LLC
  - (b) State and City in which incorporated Organized in Elgin, IL
  - (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - (d) Name and address of registered agent in Illinois

Thomas S. Rakow, 1797 N. LaFox, South Elgin, IL 60177

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


<u>See Attached</u>	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

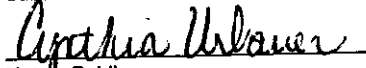
- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

If submitted by an individual:

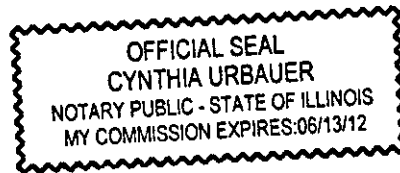
- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

  
Signature of Affiant David J. Rock

Subscribed and sworn to before me this 22nd day of November 2011

  
Notary Public  
My Commission expires: 6/13/12

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1535  
**AIR FORCE ACADEMY HS PHASE III**

**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  
: Air Force Academy High School Phase III

Description of goods or services to be provided under Contract  
General Construction

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

AIR FORCE ACADEMY HS PHASE III

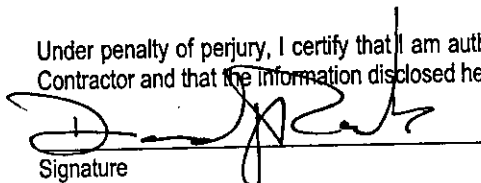
Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
NONE			

4. The Contractor understands and agrees as follows:

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

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


  
 \_\_\_\_\_  
 Signature

David J. Rock  
 \_\_\_\_\_  
 Name (Type or Print)

November 22, 2011  
 \_\_\_\_\_  
 Date

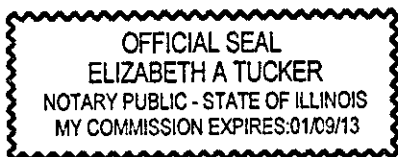
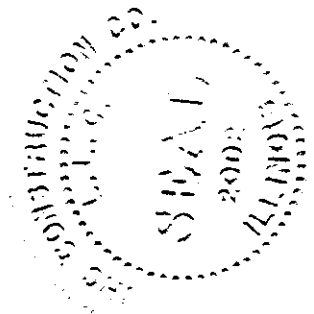
President  
 \_\_\_\_\_  
 Title

Subscribed and sworn to before me  
 this 22nd day of November, 20 11

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

Commission expires: 01/09/13

(SEAL)





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1535**

**Bond No. 929535134**

---

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

---

a corporation organized and existing under the laws of the State of Illinois, with offices in the State of  
\* Illinois\*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Five Million Nine Hundred Eighty-Four Thousand  
One Hundred Thirty-Five Dollars and No Cents(\$5,984,135.00) 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 December 13, 2011, for the fabrication, delivery, performance and  
installation of

Air Force Academy High School -Phase III  
3630 South Wells Street, Chicago, IL  
Renovation Work  
Project #05803

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Five Million Nine Hundred Eighty-Four Thousand One Hundred Thirty-Five Dollars and No Cents(\$5,984,135.00), 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. 1535

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this December 15, 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


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

\_\_\_\_\_  
City State

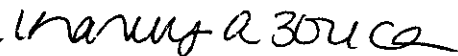
COMPANY SEAL


ATTEST:

BY   
Secretary Alan L. Orosz  
Title

IHC Construction Companies, LLC.  
Principal  
BY   
President David J. Rock  
Title

1500 Executive Drive  
Elgin, IL 60123

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

Continental Casualty Company  
Corporate Surety  
  
Title Carol A. Dougherty, Attorney in Fact  
CORPORATE SEAL

**FOR CLAIMS (Please Print):**

Contact Name: Continental Casualty Company

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

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

First \$100,000 \$9.00 (per \$1,000) Next \$2,400,000 \$6.30 (per \$1,000)

Next \$2,500,000 \$5.40 (per \$1,000) Next \$984,135 \$4.70 (per \$1,000)  
The rate of premium of this Bond is \$ \_\_\_\_\_ per thousand. \*\*

Total amount of premium charged is \$ 34,145.00 \*\*

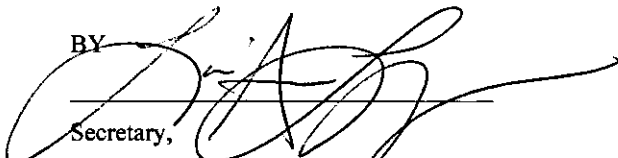
\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1535

**BOND APPROVAL**

BY   
\_\_\_\_\_  
Secretary,  
Public Building Commission of Chicago

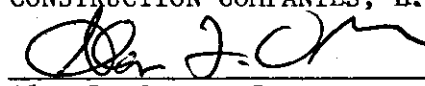
**CERTIFICATE AS TO LIMITED LIABILITY COMPANY SEAL**

I, Alan L. Orosz, certify that I am the \_\_\_\_\_ Secretary of IHC Construction Companies, LLC corporation named as Principal in the foregoing performance and payment bond, that David J. Rock who signed on behalf of the Principal was then President of said 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 15th day of December 2011.

LIMITED LIABILITY COMPANY SEAL

IHC CONSTRUCTION COMPANIES, L.L.C.

BY:   
\_\_\_\_\_  
Alan L. Orosz, Secretary

*Surety Company Acknowledgement*

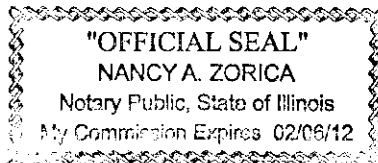
STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **15th day of December, 2011**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

*Nancy A Zorica*  
Notary Public in and for the above County and State

My Commission Expires: **02/06/12**



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



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

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

State of Illinois, County of Cook, ss:

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



My Commission Expires September 17, 2013

*Eliza Price*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of December, 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 17<sup>th</sup> day of February, 1993.

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

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

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

### "Article VI—Execution of Documents

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

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

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

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

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

### "Article VII—Execution of Documents

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1535  
**AIR FORCE ACADEMY HS PHASE III**

**Document Submittal Checklist**

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1535  
 AIR FORCE ACADEMY HS PHASE III

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

**Cook County Prevailing Wage for November 2011**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	---	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1535**  
**AIR FORCE ACADEMY HS PHASE III**

PAINTER SIGNS	BLD	32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD	44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD	39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD	44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD	28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

**COOK COUNTY**

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1535

### AIR FORCE ACADEMY HS PHASE III

local may alter certain days of celebration. If in doubt, please check with IDOL.

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

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

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

**MARBLE FINISHER**

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

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

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

**OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant;

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

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

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster;

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

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

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

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

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

**TERRAZZO FINISHER**

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

**TRAFFIC SAFETY**

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

**Other Classifications of Work:**

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

**LANDSCAPING**

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

AIR FORCE ACADEMY HS PHASE III

**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 subrogation as required below.

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. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and the Rise Group LLC as Additional Insured using the ISO CG2010 and CG2047. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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, the City of Chicago and the Rise Group LLC are to be named as Additional Insured on a primary, non-contributory basis.

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

4) **Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, the Rise Group LLC and others as may be required by the Public Building Commission, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on going and completed operations. Coverage will include a waiver of subrogation as required below.

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 Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. 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.

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

5) **Builders Risk**

Contractor must provide All Risk Builders Risk Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and 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, even if the Project has been put to its intended use.

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

**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. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1535

**AIR FORCE ACADEMY HS PHASE III**

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

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

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

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

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010, CG2037 and the CG 2417

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2011

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).

<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (847) 797-5700 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Insurance		FAX (A/C No.): 847-440-9130
	<b>INSURED</b> IHCCONS-01 IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123		NAIC # INSURER B: XL Insurance 19046 INSURER C: Hanover Insurance Co. 10212 INSURER D: Illinois Union 27960 INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 1369419519

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	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		A5CG98641101	10/1/2011	10/1/2012	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A5CA98641101	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		US00007329L11A	10/1/2011	10/1/2012	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	A5CW98641101	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Install Floater/Builders Risk		RHC844444005	10/1/2011	10/1/2012	Limit	\$5,984,135
D	Polli Lia & Prof E&O		G24164822002	10/1/2011	10/1/2012	Limit	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: IHC Job #11227 - Air Force Academy High School - Phase III, 3636 S. Wells, Chicago, IL  
 PBC Contract 1535

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

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Public Building Commission Procurement Department Richard J Daley Center, Room 200 Chicago IL 60602	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 <i>Daniel L. Geros</i>
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Assurance Agency, Ltd.		NAMED INSURED IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, the Rise Group LLC and others as may be required by the Public Building Commission

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

The Public Building Commission of Chicago and the Board of Education of the City of Chicago and IHC Construction Companies, LLC are Named Insured on the Builder's Risk policy.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago are Loss Payee on the Builder's Risk policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.</p>	
<p>Information required to complete this Schedule, if not shown above will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)  
Or Organization(s):

Location(s) of Covered Operations

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	IHC Construction Companies, LLC		
Policy Number	A5CG98641101	Endorsement No.	
Policy Period	10/1/2011 - 10/1/2012	to	Endorsement Effective Date: 10/1/2011
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Changes In Conditions**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or work you performed under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule below:

**SCHEDULE**

Name of Person(s) or Organization(s):

Any Person or Organization that you are required in a Written contract or Written Agreement.

All other terms and conditions remain the same.



(Authorized Representative)

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

---

WHERE REQUIRED BY WRITTEN CONTRACT.  
NOT APPLICABLE IN WISCONSIN.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10/01/2011** Policy No. **A5CW98641101** Endorsement No. **000**

Insured **IHC CONSTRUCTION COMPANIES, LLC** Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

WC 00 03 13  
(Ed. 4-84)

© 1993 National Council on Compensation Insurance.

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1535  
AIR FORCE ACADEMY HS PHASE III

EXHIBIT # 3 COMMUNITY AREA MAP

