



**Contractor:** Corporate Concepts, Inc  
**Address:** 445 N. Wells St., Suite 304  
**City/State/Zip:** Chicago, IL 60610  
**Phone Number:** 312 670-0230  
**Fax Number:** 312 670-4291

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**Book 2**  
**PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. 1332**

**Fosco Community Center**  
**1312 S. Racine**  
**Furniture, Fixtures and Equipment**  
**CS-077**

**FOR**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley**  
**Chairman**

**Montel M. Gayles**  
**Executive Director**

**Room 200**  
**Richard J. Daley Center**  
**50 West Washington Street**  
**Chicago, Illinois 60602**

*Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Supply and Installation" dated September 16, 2002, and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.*

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**DOCUMENT SUBMITTAL CHECKLIST**

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

1.  Contractor's Bid
2.  Bid Guarantee
3.  Administrative Fee for Non-Responsive Bids
4.  Acceptance of the Bid
5.  Affidavit of Non-Collusion
6.  Affidavit of Local Business, including business license
7.  Statement of Bidder's Qualifications
8. NA Schedule A – Affidavit of MBE/WBE (if applicable), including current certification letter(s)
9. NA Schedule B – Affidavit of Joint Venture (if applicable)
10.  Schedule C – Letter of Intent from MBE/WBE, including current certification letter
11.  Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
12. NA Schedule E – Request for Waiver from MBE/WBE Participation

If not currently on file with the Commission, please submit the following documents with your bid:

1.  Financial Statement
2.  Disclosure Affidavit

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**I. PROJECT INFORMATION**

**A. General Project Information**

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

**Fosco Community Center  
1312 S. Racine  
Furniture, Fixtures and Equipment  
CS-077**

2. **General Description of the Scope:**

- a) As described in the specifications, the Contractor will be required to furnish, deliver and install all furniture, fixtures, and equipment specified in the Technical Specifications.
- b) This description is intended to be general in nature and is neither a complete description nor a limitation of the work to be performed. The Contractor shall furnish, deliver and install all furniture, fixtures and equipment described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: City of Chicago, Chicago Park District and Chicago Public Schools**

4. **City Funded?: Yes**

5. **Do Bidders need to be Pre-Qualified? No**

6. **Pre-Bid Meeting: Friday, September 21, 2004 at 10:00 A.M. on the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602.**

7. **Bid Opening: Tuesday, October 4, 2004 at 10:00 A.M.**

8. **Bid Deposit: \$15,000.00**

9. **Administrative Fee for Non-Responsive Bids: \$5,000.00**

10. **Amount of Contingency Fund: \$50,000.00**

11. **Document Fee: \$50**

12. **Documents Available: Cushing and Color Chicago, 420 W. Huron St, Chicago, IL 312-266-8228**

13. **Award of Contract**

Attention is called to Part V. "Instructions to Bidders" Section W for procedures regarding the award of the Contract.

**B. Time of Completion**

The Work shall be completed within 45 (Forty-Five) Calendar Days upon issuance of the Notice to Proceed.



## PUBLIC BUILDING COMMISSION OF CHICAGO

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### F. Insurance Requirements

The Contractor shall provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### 1. Insurance To Be Provided

##### a) Workers Compensation and Employers Liability

Workers Compensation 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 \$100,000 each accident or illness.

##### b) Commercial General Liability (Primary and Umbrella)

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

##### c) 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 shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Commission is to be named as an additional insured on a primary, non-contributory basis.

##### d) Property Insurance/Installation Floater

All risk property installation insurance cost insuring against loss or damage to machinery, equipment, materials or supplies, being used with and during the course of installation coverage must include work site, and in-transit.

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

##### e) Professional Liability

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

##### f) Valuable Papers

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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### 2. Other Requirements

- a) The Contractor will furnish the Commission original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor shall submit evidence of insurance on the Commission of Insurance Certificate Form (copy attached) or equivalent upon 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 comply with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the Commission. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.
- b) The insurance shall provide for sixty (60) days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.
- c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Contractors.
- d) The Contractor agrees that insurers shall waive their rights of subrogation against the Commission, its employees, elected officials, agents, or representatives.
- e) The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Contract documents or by law.
- f) The Contractor expressly understands and agrees that any insurance or self insurance programs maintained by the Commission shall not contribute with insurance provided by the Contractor under the Contract.
- g) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- h) The Contractor shall require all subcontractors to provide the insurance required herein or Contractor may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor unless otherwise specified herein.
- i) If Contractor or subcontractor desire additional coverages, the Contractor and each subcontractor shall be responsible for the acquisition and cost of such additional protection.
- j) The Commission maintains the right to modify, delete, alter, or change these requirements.

### G. Notices

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

1. If to the Commission, notices must be addressed to the attention of Devra Ellis.

### H. Prevailing Wage Rates

Prevailing wage rates in effect at the time of issuance of these Contract Documents are detailed below. One resource for determining the current prevailing wage rate is the Internet site [www.PrevailingRate.com](http://www.PrevailingRate.com), maintained by the Construction Industry Service Corporation.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

**II. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for **Contract No. 1332** containing a full set of Contract Documents, including, but not limited to, a) Terms and Conditions, b) Addenda Nos. (none unless indicated here) Bid 1 & Addenda, c) Project Information, Instructions, and Execution Documents, d) Technical Specifications, and e) Plans and Drawings.

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all furniture, fixtures and equipment with the quality and workmanship required to complete the project located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page. It is stipulated that said Base Contract Price includes a Contingency Fund as described in the Project Information section in the amount designated under therein.

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 Project Information section and the Technical Specifications.

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

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

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

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	DIVISION	\$ AMOUNT
Furnishings	12	\$186,109.17
<b>SUB-TOTAL</b>		<b>\$186,109.17</b>
Commission's Contingency Fund		\$50,000.00
<b>TOTAL BASE BID</b>		<b>\$236,109.17</b>

BASE CONTRACT PRICE (to be completed by the Commission): Two hundred *dk*  
thirty six thousand one hundred nine dollars  
and seventeen cents dollars

( \$ 236,109.17 )

PUBLIC BUILDING COMMISSION OF CHICAGO

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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

*Rick McHaley*  
Chairman

*Edmund Johnson*  
Secretary

CONTRACTING PARTY

(Print or type names underneath all signatures)

Corporate Concepts, Inc.  
Contractor Name

325 Eisenhower Lane North, Lombard, Illinois  
Address

If a Corporation:

By *Vickie Hansel*  
Vickie Hansel

President  
Title of Signatory

ATTEST:  
By *Jennifer L. Casack*  
Jennifer Casack

Secretary  
Title

CORPORATE SEAL

If a Partnership:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

If a Sole Proprietorship:

\_\_\_\_\_  
Signature

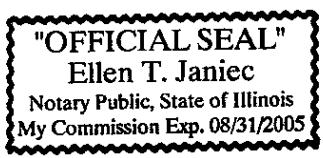
NOTARY PUBLIC

Subscribed and sworn to before me on this 7<sup>TH</sup> day of October, 2004.

*Ellen T. Janiec*  
Notary Public Signature

(SEAL)

Commission Expires: 8/31/2005



PUBLIC BUILDING COMMISSION OF CHICAGO

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C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

Corporate Concepts, Inc.
a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on September 29, 2004, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated October 1st, 2004 to the Public Building Commission of Chicago, for Contract No. 1332 of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

- President: Victoria Hansel
Vice President: Larry Zerante
Secretary: Jennifer Cusack
Treasurer: Jennifer Cusack
Assistant Secretary:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 7th day of October, 2004.

Jennifer L. Cusack
Secretary



**III. PROPOSAL SUPPORT DOCUMENTS****A. Unit Prices**

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

**GENERAL FURNITURE**

Item Code	Qty.	GSA Price	Installation Tax, etc.	Extension
A-01a	3	270.00	195.00	1,005.00
A-01b	3	270.00	165.00	975.00
A-01c	2	324.00	90.00	738.00
A-02a	4	84.67	220.00	558.69
A-02b	8	84.67	400.00	1,077.38
A-03a	2	67.55	166.00	301.11
A-03b	5	67.55	311.00	648.77
A-04	1	12.14	11.00	23.14
A-05	31	23.41	276.00	1,001.85
A-06	4	32.39	24.00	153.56
A-07	6	41.40	110.00	358.38
A-08	12	47.14	216.00	781.70
A-09	2	3,234.60	100.00	6,569.20
A-10	30	45.46	1,425.00	2,788.72
A-11	5	105.41	115.00	642.04
A-12a	1	401.92	38.00	439.92
A-12b	1	47.14	40.00	87.14
A-13	8	47.14	156.00	533.14
A-14	3	15.64	33.00	79.92
A-15	3	133.44	33.00	433.33
CF-01	16	533.52	1,811.20	10,347.52
CF-02	6	560.52	330.00	3,693.12
CF-03a	10	341.01	550.00	3,960.10
CF-03b	8	420.66	440.00	3,805.28
CF-04	2	345.56	358.00	1,049.11
CF-05	4	74.52	100.00	398.08
CF-06	4	378.00	100.00	1,612.00
CF-07a	40	19.19	1,045.00	1,812.66
CF-07b	40	20.34	1,045.00	1,858.46
CH-01	15	384.54	195.00	5,963.17
CH-02	9	215.87	117.00	2,059.83
CH-03	111	54.16	666.00	6,677.98
CH-04	8	300.82	104.00	2,510.59
CH-05	4	973.08	500.00	4,392.32
CH-06	2	221.24	30.00	472.48
CH-07	40	36.71	340.00	1,808.37
CH-08	40	36.71	340.00	1,808.37
D-01a	5	684.55	375.00	3,797.74
D-01b	2	570.87	130.00	1,271.73
D-02	2	648.02	110.00	1,406.04
D-03	2	393.98	110.00	897.97

E-1	1	5,265.00	1,720.00	6,985.00
E-2	1	3,483.00	1,079.00	4,562.00
E-3	1	2,262.60	233.00	2,495.60
E-4	1	2,354.40	233.00	2,587.40
E-5	1	1,938.60	200.00	2,138.60
E-6	1	484.92	50.00	534.92
E-7	1	484.92	50.00	534.92
E-8	1	1,647.00	0.00	1,647.00
E-9	1	2,019.60	200.00	2,219.60
E-10	1	1,789.56	200.00	1,989.56
E-11	1	1,789.56	200.00	1,989.56
E-12	1	1,789.56	200.00	1,989.56
E-13	1	2,019.60	200.00	2,219.60
E-14	1	2,019.60	200.00	2,219.60
E-15	1	2,019.60	200.00	2,219.60
E-16	1	1,927.80	200.00	2,127.80
E-17	1	2,662.20	250.00	2,912.20
E-18	1	2,203.20	200.00	2,403.20
E-19	1	2,662.20	250.00	2,912.20
E-20	1	484.92	50.00	534.92
E-21	1	583.20	50.00	633.20
E-22	1	1,200.30	182.00	1,382.30
E-23	16	35.10	340.00	901.60
E-24	8	19.98	180.00	339.84
E-25	17	13.50	360.00	589.50
L-01	2	684.77	80.00	1,449.55
L-02	6	770.31	120.00	4,741.86
PL-01	1	73.44	57.00	130.44
PL-02	1	992.74	164.00	1,156.74
PL-03a	1	71.28	90.00	161.28
PL-03b	1	68.69	94.00	162.69
PL-03c	1	85.97	45.00	130.97
PL-03d	1	85.97	45.00	130.97
PL-04	2	112.28	101.00	325.55
PL-05	1	129.59	30.00	159.59
PL-06	1	509.72	151.00	660.72
PL-07	1	259.16	105.00	364.16
ST-01	6	288.92	180.00	1,913.53
ST-02	5	499.05	250.00	2,745.23
ST-03a	2	299.16	140.00	738.32
ST-03b	1	264.28	70.00	334.28
TA-01	5	309.03	200.00	1,745.16
TA-02	34	453.44	1,190.00	16,606.89
TA-03	10	581.74	350.00	6,167.42
TA-04	4	349.92	140.00	1,539.68
TA-05	3	239.11	105.00	822.34
TA-06	6	508.84	150.00	3,203.05
TA-07	2	544.81	40.00	1,129.61
TA-08	20	183.59	400.00	4,071.78

List additional items as necessary for a complete installed price of the specifications as shown and the items as specified:

<u>Performance Bond</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>3,649.20</u>
<u>                  </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
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**SUBTOTAL  
GENERAL FURNITURE**

**\$ 182,459.97**

**Project Total Cost**

**\$186,109.17**

PUBLIC BUILDING COMMISSION OF CHICAGO

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IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Victoria Hansel, being first duly sworn, deposes and says that:

(1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of Corporate Concepts, Inc.

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.

Victoria Hansel (handwritten signature)

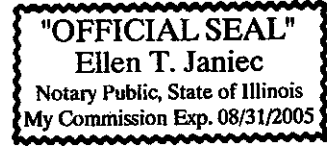
(Signed) President

(Title) Subscribed and sworn to before me this 7TH day of October 20 04

Ellen T. Janiec (handwritten signature)

(Title) Bidder entry clerk

My Commission expires: 8/31/2005





PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

SCHEDULE B - Joint Venture Affidavit  
(1 of 3)

*This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted.*

- 1. Name of joint venture
- 2. Address of joint venture

**NOT APPLICABLE**  
Both Contractor (CCI) and  
Sub Contractor (SUI) are  
WBE/MBE Respectively.

- 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. 1332

**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. 1332

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

State of

County 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. 1332

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: Public Building Commission of Chicago

Project Number: 1332

FROM:

Corporate Concepts, Inc.  
(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE /

TO:

Corporate Concepts, Inc.  
(Name of General Bidder)

and Public Building Commission of Chicago

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

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

/ \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 4, 2003. 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.

Provide furniture, equipment and required labor as specified in Bid Document 1332 for the Fosco Community Center.

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

\$176,137.27

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

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

**PARTIAL PAY ITEMS**

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

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---

---

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

**SUB-SUBCONTRACTING LEVELS**

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:

Corporate Concepts, Inc.  
Name of MBE/WBE Firm (Print)  
10/13/04  
Date  
630-691-8800  
Phone

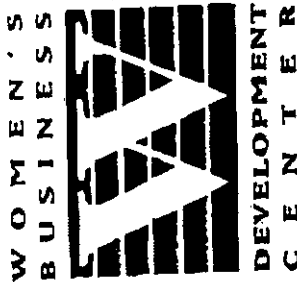
  
Signature  
Jennifer L. Cusack  
Name (Print)

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)  
Date  
Phone

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



The Women's Business Development Center and  
The Women's Business Enterprise National Council



*Certify that*

**CORPORATE CONCEPTS, INC.**

*is a woman owned, operated, and controlled business  
which provides*

**Office Furniture Dealer**

NAICS CODE(S) 423310

Certification Number: WBDC-CI-0112

*Certified Since: 2000*

*Effective November 4, 2003 through November 4, 2004*

*Hedy Ratner*

Hedy Ratner, Co-President  
Women's Business Development Center

*Carol Dougal*

Carol Dougal, Co-President  
Women's Business Development Center

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: Public Building Commission of Chicago

Project Number: 1332

FROM:

Systems Unlimited, Inc. MBE  WBE   
(Name of MBE or WBE)

TO:

Corporate Concepts, Inc. and Public Building Commission of Chicago  
(Name of General Bidder)

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

a Sole Proprietor  a Corporation  
 a Partnership  a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated April 29, 2004. 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.

Purchase of various equipment items, provide labor to receive, deliver, and install furniture and related equipment per specifications in Document 1332 for the Fosco Community Center.

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

\$59,971.90

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

**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.

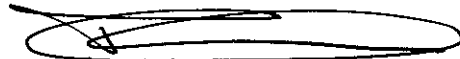
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Systems Unlimited, Inc.  
Name of MBE/WBE Firm (Print)  
10/13/04  
Date  
630-285-0010  
Phone

  
Signature  
Russell Omuro  
Name (Print)

**IF APPLICABLE:**

By:

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

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



# Chicago Minority Business Development Council, Inc

"Building Strategic Alliances"



April 29, 2004

**Mr. Russell Omuro**  
President  
**SYSTEMS UNLIMITED, INC.**  
1350 West Bryn Mawr  
Itasca, IL 60143

Dear Mr. Omuro:

We are pleased to inform you that your firm meets the eligibility criteria and has been certified as a member of the Chicago Minority Business Development Council, Inc.

Membership is granted annually and means that your term is effective through June 30, 2005. It is the obligation of your firm to apply for recertification before your certification expiration date. In the interim, it is your responsibility to notify CMBDC of any change in the status or operation of your company that might result in disqualification. Your firm's commodity/service will be listed in CMBDC's online GREATER CHICAGO MINORITY BUSINESS DIRECTORY as follows:

**DISTRIBUTION, WAREHOUSING AND INSTALLATION OF OFFICE FURNITURE. ALSO MANUFACTURER OF OFFICE FURNITURE, AND ARCHITECTURAL MILLWORK**

Your company's participation in other areas requires certification.

We would like to take this opportunity to thank you for your cooperation in our certification procedure which, we feel, will strengthen the Council's programs to assist your firm in its efforts to market to major corporations in Chicago and nationally.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracie E. Smith', is written over the typed name.

Tracie E. Smith  
Executive Director

One East Wacker Drive

Suite 1200

Chicago, IL 60601

PH 312/755-8880

FX 312/755-8890

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

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

Name of Project: Fosco Community Center

Contract Number: 1332

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF COOK        }

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

Vice President / Secretary

Title  
and duly authorized representative of

Corporate Concepts, Inc.

Name of General Contractor  
whose address is

325 Eisenhower Lane North

in the City of Lombard, 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 A, 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
Corporate Concepts, Inc.	Provide furniture and related equipment.	\$ 0	\$ 176,137.27
Systems Unlimited, Inc.	Labor and Installation and provide misc. equipment.	\$ 59,971.90	\$ 0
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 59,971.90</b>	<b>\$ 176,137.27</b>
<b>Percent of Base Bid</b>		<b>25.40 %</b>	<b>74.60 %</b>

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

**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.

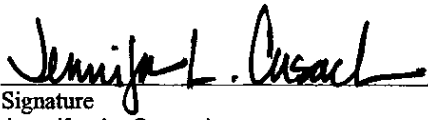
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

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:

Corporate Concepts, Inc.  
Name of Contractor (Print)  
10/13/04  
Date  
630-691-8800  
Phone

  
Signature  
Jennifer L. Cusack  
Name (Print)

IF APPLICABLE:

By:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

SCHEDULE E - Request for Waiver from MBE/WBE Participation

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

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

Dear Mr. Gayles:

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

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

In accordance with Section 18.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 18.01.8. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 18.01.8 as follows:

**NOT APPLICABLE**

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

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. 1332

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Victoria Hansel, being first duly sworn, deposes and says that:

1. He/She is President
(Owner, Partner, Officer)
of Corporate Concepts, Inc.
(the name of the Bidder that has submitted the attached Bid);

2. Bidder, or partner with at least 50% interest in joint venture Bidder, [ ] is [X] is not
a "Local Business" as defined by the provisions of Section 16.11 of the Standard Terms and Conditions (Book
1).

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

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

325 Eisenhower Lane North

Lombard, Illinois 60148

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 44 (insert
number) regular full-time people, 11 (insert number) of whom work at City of Chicago location(s).

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

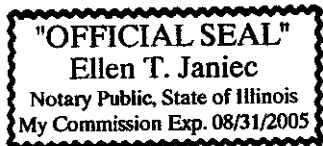
Victoria Hansel (Signed) President (Title)

Subscribed and sworn to before me this 7th day of October, 2004

Ellen T. Janiec (Signature) (SEAL)

Order entry clerk (Title)

My Commission expires: 8/31/2005



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

**Statement Of Bidder's Qualifications**

The Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder Corporate Concepts, Inc.  
Submitted By Marc Dote  
Title Sales Executive  
Permanent Main Office Address 325 Eisenhower Lane North, Lombard IL 60148  
Local Address 445 North Wells, Suite 302, Chicago, IL 60610  
  
Local Telephone No. and FAX No. 630-691-8800 / fax 630-691-8873

How many years operating as contractor for work of this nature? 21 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.	Elmhurst Library	\$1,000,000	2003	
2.	DesPlaines Library	\$1,000,000	2000-2002	
3.	Ernst & Young	\$4,000,000	Various	
4.	The Boeing Company	\$4,000,000	2002-2003	
5.	Tellabs Operations	\$20,000,000	Various	
6.	United Airlines	\$10,000,000	Various	
7.	UBS	\$9,000,000	2002-2003	

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name Corporate Concepts, Inc.
- (b) State and City in which incorporated Lombard, 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

John J. Piccione 122 C South County Farm Road Wheaton, IL 60148

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

<u>Victoria Hansel</u>	<u>President</u>
Name	Title
<u>Jennifer Cusack</u>	<u>Vice President</u>
Name	Title
<u>Larry Zerante</u>	<u>Vice President</u>
	Title

If submitted by a partnership:

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

If submitted by an individual:

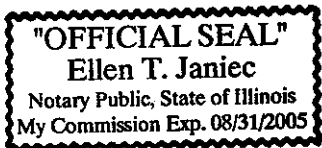
- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

*Larry C. Zerante*  
Signature of Affiant

Subscribed and sworn to before me this 7<sup>TH</sup> day of October 20 04

*Ellen T. Janiec* (SEAL)  
Notary Public

My Commission expires: 8/31/2005



**Disclosure of Retained Parties**

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

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract 1332

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

Furniture and Related Equipment

2. Name of Contractor: Corporate Concepts, Inc.

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

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyists, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
SYSTEMS UNLIMITED	1350 W. BRYN MAWR ITASCA, IL 60143	SUBCONTRACTOR	\$59,971.90 (ESTIMATED)

(MD  
12/9)



## DISCLOSURE OF RETAINED PARTIES

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's Representative or his or her manager 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.

Victoria Hansel  
Signature

11/18/04  
Date

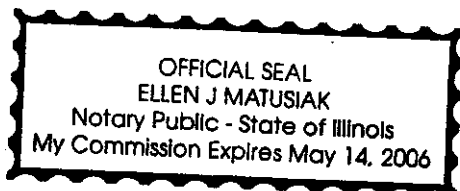
Victoria Hansel  
Name ( Type or Print)

President  
Title

Subscribed and sworn to before me

this 18 day of Nov 2004

Ellen J. Matusiak  
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

RECEIVED

NOV 29 2004

PERFORMANCE AND PAYMENT BOND

Contract No. 1332

Bond No. 104380785 Issued in Duplicate Originals

PUBLIC BUILDING COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that we, Corporate Concepts Inc., a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of CT, 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 Two Hundred Thirty Six Thousand One Hundred Nine Dollars and Seventeen Cents (\$236,109.17) 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 November 9, 2004, for the fabrication, delivery, performance and installation of

Fosco Community Center, Furniture, Fixtures, and Equipment  
1312 S. Racine Avenue  
Chicago, Illinois

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1332

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 Two Hundred Thirty Six Thousand One Hundred Nine Dollars and Seventeen Cents (\$236,109.17), 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. 1332

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

WITNESS:

Carmella S. Cohen  
Name

BY Lawrence C. Zante (Seal)  
Individual Principal

325 EISENHOWER LN NORTH  
Business Address LOMBARD, ILLINOIS  
60148

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

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

CORPORATE SEAL

ATTEST:

BY Janet Curral  
Secretary  
Title

Corporate Concepts Inc.  
Corporate Principal

BY Vickie Hunsel  
President  
Title

445 N. Wells Street, Suite 304  
Chicago, Illinois 60610

Travelers Casualty and  
Surety Company of America  
Corporate Surety

BY Sandra Nowakowski  
215 Shuman Blvd.  
Naperville, IL 60563  
Business Address & Telephone 800/747-3719

Sandra Nowakowski  
Title Attorney-in-Fact  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Meredith Day

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 800/747-3719

Fax: 630/961-7020

The rate of premium of this Bond is \$ 12.50-----per thousand. \*\*  
Total amount of premium charged is \$ 2,951.00-----\*\*

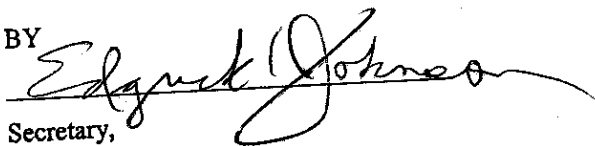
\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1332

BOND APPROVAL

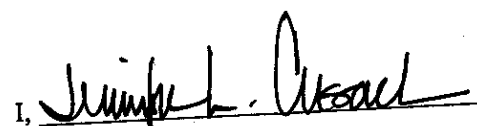
BY



Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, , certify that I am the \_\_\_\_\_ Secretary of the  
Corporate Concepts Inc., corporation named as Principal in the foregoing performance and payment bond,  
that JENNIFER L. Cusack who signed on behalf of the Principal was then  
Vice-President \_\_\_\_\_ of said corporation; that I know this person's signature, and the signature is  
genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by  
authority of its governing body.

Dated this 14<sup>th</sup> day of \_\_\_\_\_ 2004.

CORPORATE SEAL



**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY  
Hartford, Connecticut 06183-9062**

**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Theodore C. Sevier, Jr., C. R. Hernandez, Ralph E. Nosal, Katherine J. Foreit, Debra R. Keebler, Sandra Nowakowski, Joseph R. Poplawski, Shelly K. Szymczak, of Chicago, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.**

**This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:**

**VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.**

**VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.**

**VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.**

**This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:**

**VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.**

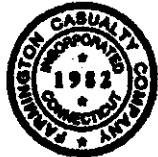
IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 5th day of September 2001.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*  
George W. Thompson  
Senior Vice President

On this 5th day of September, 2001 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



*Marie C Tetreault*  
My commission expires June 30, 2006 Notary Public  
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 23 day of November, 2004



By *Tim Johanson*  
Kori M. Johanson  
Assistant Secretary, Bond

STATE OF ILLINOIS  
COUNTY OF COOK

I, AnneMarie Bellavia, a Notary Public in and for said County, do hereby  
certify that Sandra Nowakowski Attorney-in-Fact, of the:

<b>Travelers Casualty and Surety Company Of Canada</b>	<b>Head Office, Toronto Ontario Canada</b>
<b>Travelers Casualty and Surety Company Of America</b>	<b>A Connecticut Corporation</b>
<b>Travelers Casualty and Surety Company Farmington Casualty Company</b>	<b>A Connecticut Corporation A Connecticut Corporation</b>

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

<b>Travelers Casualty and Surety Company Of Canada</b>	<b>Head Office, Toronto Ontario Canada</b>
<b>Travelers Casualty and Surety Company Of America</b>	<b>A Connecticut Corporation</b>
<b>Travelers Casualty and Surety Company Farmington Casualty Company</b>	<b>A Connecticut Corporation A Connecticut Corporation</b>

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,  
this 23 day of November A.D. 2004

AnneMarie Bellavia  
Notary Public







November 9, 2004

Richard J. Daley Center  
50 West Washington  
Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
(312) 744-8005 Fax  
www.pbcchicago.com

Victoria Hansel  
Corporate Concepts Inc.  
445 W. Wells Street, Suite 304  
Chicago, Illinois 60610

BOARD OF COMMISSIONERS

Chairman  
RICHARD M. DALEY  
Mayor  
City of Chicago  
Treasurer  
BISHOP ARTHUR BRAZIER  
Pastor  
Apostolic Church of God

ADELA CEPEDA  
President  
A.C. Advisory, Inc.

DR. ROBERT B. DONALDSON II  
Forest Preserve District of Cook County

MARÍA SALDAÑA  
President  
Chicago Park District

CYNTHIA M. SANTOS  
Commissioner  
Metropolitan Water  
Reclamation District

SAMUEL WM. SAX  
Chairman  
Financial Relations, Inc.

MICHAEL W. SCOTT  
President  
Chicago Board of Education

JOHN H. STROGER, JR.  
President  
Board of Commissioners  
of Cook County

THEODORE R. TETZLAFF  
Partner  
McGuire Woods

DON TURNER  
President Emeritus  
Chicago Federation of Labor

Executive Director  
MONTEL M. GAYLES

Assistant Treasurer  
JOHN E. WILSON  
John E. Wilson, Ltd.  
Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
JOE HARMENING

RE: **Notice of Award**  
Contract No.: 1332  
Type of Work: Furniture, Fixture, and Equipment  
Project: Fosco Community Center

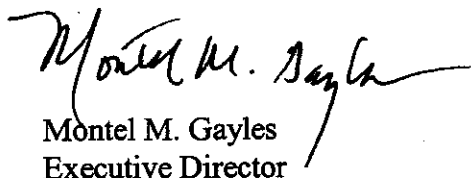
Dear Ms. Hansel:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 9, 2004 the Commission awarded to your company Contract No. 1332 in the amount of \$236,109.17.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than November 19, 2004.

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

Sincerely,

  
Montel M. Gayles  
Executive Director

cc: D. Ellis  
Trinal  
DB Sterling



Richard J. Daley Center  
50 West Washington  
Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
(312) 744-8005 Fax  
www.pbcchicago.com

BOARD OF COMMISSIONERS

Chairman  
RICHARD M. DALEY  
Mayor  
City of Chicago

Treasurer  
BISHOP ARTHUR BRAZIER  
Pastor  
Apostolic Church of God

ADELA CEPEDA  
President  
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DR. ROBERT B. DONALDSON II  
Forest Preserve District of Cook County

MARÍA SALDAÑA  
President  
Chicago Park District

CYNTHIA M. SANTOS  
Commissioner  
Metropolitan Water  
Reclamation District

SAMUEL WM. SAX  
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Executive Director  
MONTEL M. GAYLES

Assistant Treasurer  
JOHN E. WILSON  
John E. Wilson, Ltd.  
Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
JOE HARMENING

February 2, 2005

Vickie Hansel  
Corporate Concepts  
445 N. Wells St., Suite 304  
Chicago, IL 60610

RE: **NOTICE TO PROCEED**  
Contract No.: 1332  
Project No.: CS-077  
Type of Work: Furniture, Fixtures and Equipment  
Project: Fosco Community Center

Dear Ms: Hansel:

Pursuant to Contract No.1332, which was awarded to your firm on November 9, 2004 you were verbally notified by a representative of the project management team that the commencement date for this project was **November 23, 2004.**

Pursuant to the Contract, all work must be completed within 65 consecutive calendar days of the commencement date. The substantial completion date is established as **January 27, 2005.** Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

In accordance with Section 15.02.3 of Book 1, the invoice target date is established as the 15th day of each month. Such invoice shall cover work performed as of the last day of the previous month. If the target date falls on a weekend or holiday, your payment application must be received on the next business day. Failure to submit payment applications as directed constitutes an event of default and may result in payment delays.

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

Name: Fred Sickler  
Company: DB Sterlin Consultants, Inc.  
Address: 208 S. LaSalle, Suite 1130, Chicago, IL 60604



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

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

Sincerely,

A handwritten signature in black ink that reads "Montel M. Gayles". The signature is fluid and cursive, with the first name "Montel" being the most prominent.

Montel M. Gayles  
Executive Director

MMG/jm

Cc: Jack Brankin  
M. Gayles  
D. Ellis  
Julia Sportolari  
Nancy Jahnel  
Target  
DB Sterlin

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

## V. INSTRUCTIONS TO BIDDERS

### A. Examination Of Documents By Bidder

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

### B. Interpretations Or Addenda

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

### C. Competency of Bidder

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

### D. Substitutions Prior To Bid Date

1. The Architect will consider written requests for substitutions received at least ten (10) days prior to bid date. Requests received after that time will not be considered.

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

2. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, Exhibit Q, filled out completely, signed, and including the required attachments.
3. Substitutions will not be considered if, in the opinion of the Architect, acceptance will require substantial revision of the Contract Documents.
4. Notification of approved substitutions will be made by addendum.

### **E. Preparation of Bid**

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 2) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. 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.
4. 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.
5. The bidder shall fill in all relevant blank spaces including unit prices in ink or typewriter and not in pencil. If any Base Bid, Alternate Bid or Unit Price is omitted, the Public Building Commission of Chicago (PBC) may reject the entire bid. No conditional bids will be accepted. When a Bidder submits a bid with spaces containing erasures or other changes, each erasure or change shall be initialed, in ink, by the person signing the bid.
6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Unit Prices
  - e) Affidavit of Non-collusion
  - f) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - g) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
  - h) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - i) Schedule E – Request for Waiver from MBE/WBE Participation
  - j) Affidavit of Local Business, including applicable documentation
  - k) Statement of Bidder's Qualifications
7. Current versions of the following documents shall be on file at the Commission prior to bid opening:
  - a) Financial Statement
  - b) Disclosure Affidavit
8. The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

### **F. Bid Guarantee: Deposit and Time Period**

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I "Project Information" to ensure:

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1332

- a. Non-withdrawal of the bid after date and time of opening.
- b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

### G. Administrative Fee

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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### I. Alternates

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

### J. Unit Prices

1. GSA Pricing: All product pricing shall be based upon the GSA Federal Supply Schedule Contracts currently in force with the General Services Administration, under the Federal Acquisitions Streamlining Act of 1994 (Public Law 103355) which extends GSA pricing to local governmental entities.
2. The Bidder is required to complete the Unit Prices form in its entirety.
3. Unit prices provided may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the Unit Prices.
4. Unit Prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision, and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours, and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage, or difficulties shall be made.
5. In accordance with the unit of measure specified, and the space provided, only one unit price is to be quoted for each item. Extensions and totals should also be shown. Bid price must include all transportation and handling charges, all installation, applicable taxes, trash removal, and product costs.

### K. 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.

### L. MBE and WBE Commitments

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

### M. Bidder's Financial Statement

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

### N. Disclosure Affidavit

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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### O. Affidavit of Local Business

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

### P. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission prior to bid opening a fully executed Statement of Bidder's Qualifications. If Bidder does not have such statement on file, it must submit a copy with its bid. The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

### Q. Disclosure of Retained Parties

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

### R. 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.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals and provided "BID MODIFICATIONS TO SEALED PROPOSAL" is marked on the lower left-hand corner of the envelope in which the bid modification is enclosed so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

### S. Withdrawal Of Bids Before Bid Opening

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

### T. 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.

### U. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error.
2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.



## PUBLIC BUILDING COMMISSION OF CHICAGO

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3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

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

1. The Contract will be awarded to the responsible Bidder submitting the lowest Base Bid whose bid is lowest after the application of the 2% local business preference.
2. The Bidder to whom the award is made will be notified at the earliest possible date.
3. Upon award of Contract, the Commission will process the Contract for final execution.
4. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

### W. Performance and Payment Bond and Insurance

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

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

1. The order of precedence of the components of the Contract Documents shall be as follows:
  - a) Terms and Conditions;
  - b) Addenda, if any;
  - c) Drawings;
  - d) Technical Specifications;
  - e) Project Information, Instructions, and Execution Documents ;
  - f) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
  - g) Performance and Payment Bond, if required.

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2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

**Y. 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.

## Cook County Prevailing Wage for September 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON	ALL			35.400	36.650	2.0	1.5	2.0	5.430	4.400	0.000	0.150
CERAMIC TILE FNSHER	BLD			24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.	BLD			30.890	33.390	1.5	1.5	2.0	5.600	5.270	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRIC PWR GRNDMAN	ALL			26.480	39.550	1.5	1.5	2.0	5.130	6.330	0.000	0.140
ELECTRIC PWR LINEMAN	ALL			33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRICIAN	ALL			34.650	37.250	1.5	1.5	2.0	8.100	6.430	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.340
FENCE ERECTOR	ALL			24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER	BLD			29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR	BLD			31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER	ALL			33.580	35.080	2.0	2.0	2.0	7.220	9.940	0.000	0.270
LABORER	ALL			29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
LATHER	BLD			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST	BLD			34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS	ALL			24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER	BLD 1			37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	BLD 2			36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	BLD 3			33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	BLD 4			32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	FLT 1			38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 2			36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 3			32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 4			27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	HWY 1			35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 2			35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 3			33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 4			31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 5			30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER	ALL			32.300	34.050	2.0	2.0	2.0	6.650	9.690	0.000	0.750
PAINTER	ALL			32.100	36.110	1.5	1.5	1.5	5.550	4.900	0.000	0.340
PAINTER SIGNS	BLD			25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER	BLD			35.000	37.000	1.5	1.5	2.0	6.410	5.600	0.000	0.000
PLASTERER	BLD			31.000	32.500	1.5	1.5	2.0	5.240	6.100	0.000	0.400
PLUMBER	BLD			36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER	BLD			31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
SHEETMETAL WORKER	BLD			33.370	36.040	1.5	1.5	2.0	4.960	7.390	0.000	0.540
SIGN HANGER	BLD			22.980	23.830	1.5	1.5	2.0	4.130	2.240	0.000	0.000
SPRINKLER FITTER	BLD			34.500	36.500	2.0	2.0	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR	ALL			33.580	35.080	2.0	2.0	2.0	7.220	9.940	0.000	0.270
STONE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TERRAZZO FINISHER	BLD			25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON	BLD			29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON	BLD			29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR	HWY			22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E ALL 1			26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL 2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL 1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER		BLD	33.500	34.500	1.5	1.5	2.0	4.210	5.840	0.000	0.400

Legend:

- M-P>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but

not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing-tile floors and walls to be re-tiled.

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

#### MARBLE FINISHER

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.

## 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 &amp; WEST

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

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

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

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

## OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and

similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

#### OPERATING ENGINEERS - FLOATING

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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

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

Other Classifications of Work:



For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If 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 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

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



November 9, 2004

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Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
JOE HARMENING

RE: **Notice of Award**  
Contract No.: 1332  
Type of Work: Furniture, Fixture, and Equipment  
Project: Fosco Community Center

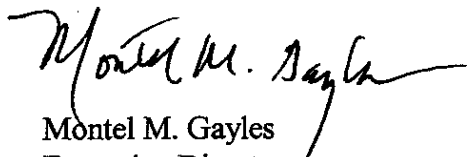
Dear Ms. Hansel:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 9, 2004 the Commission awarded to your company Contract No. 1332 in the amount of \$236,109.17.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than November 19, 2004.

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

Sincerely,

  
Montel M. Gayles  
Executive Director

cc: D. Ellis  
Trinal  
DB Sterling