Contractor: Burling Builders, Inc.
Contact Name: John A. Girzadas
Address: 44 West 60th Street
City/State/Zip: Chicago Illinois 60621
Phone Number: 888-224-3294
Fax Number: 888-224-3297

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1469

Taylor-Lauridsen Park and Fieldhouse
704 W. 42nd Street
New Construction

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

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

Any contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts (with Community Hiring Requirement);" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the drawings.

January 2008

TABLE OF CONTENTS

I INTRODUCTION 1

II PROJECT INFORMATION 1

A. General Information 1

B. Time of Completion 2

C. Commission's Contingency Fund 2

D. Copies of Drawings and Specifications Furnished 2

E. Liquidated Damages 2

III INSTRUCTIONS FOR BIDDERS 4

A. Examination Of Documents By Bidder 4

B. Interpretations Or Addenda 4

C. Inspection Of Site 4

D. Pre-Qualification Of Bidders 4

E. Competency of Bidder 5

F. Preparation of Bid 5

G. Bid Deposit: Time Period 6

H. Administrative Fee 6

I. Bidder's Execution of Bid 7

J. Affidavit of Non-Collusion 7

K. MBE and WBE Commitments 7

L. Affidavit of Uncompleted Work 7

M. Bidder's Financial Statement 7

N. Disclosure Affidavit 7

O. Statement of Bidder's Qualifications 8

P. Disclosure of Retained Parties 8

Q. Submission of Bid 8

R. Withdrawal Of Bids Before Bid Opening 8

S. Opening Of Bids 8

T. Evaluation of Bids 8

U. Canvassing of Bids 9

V. Basis of Award 9

W. Alternates-Commission Discretion 9

X. Award Of Contract; Rejection Of Bids 9

X. Performance and Payment Bond and Insurance 10

Y. Order of Precedence of Components of the Contract Documents 13

Z. Protests 13

AA. Licensing 13
IV. PROPOSAL AND EXECUTION DOCUMENTS 14
A. Contractor's Bid 14
B. Acceptance of the Bid 19
C. Corporate Resolution (If a Corporation) 20
V. PROPOSAL SUPPORT DOCUMENTS 21
A. Basis of Award (Award Criteria) 21
VI. ADDITIONAL DOCUMENTS TO BE EXECUTED 26
Affidavit Of Noncollusion 26
SCHEDULE B - Joint Venture Affidavit (1 of 3) 27
SCHEDULE C - Letter of Intent from MBE/WBE 30
SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation 32
SCHEDULE E - Request for Waiver from MBE/WBE Participation 34
Affidavit Of Uncompleted Work 35
A. Work Under Contract 35
B. Uncompleted Work to be Completed with the Bidder's own Forces 35
C. Work Subcontracted to Others 37
Statement Of Bidder's Qualifications 39
Disclosure Of Retained Parties 41
Performance and Payment Bond 44
Bond Approval 47
DOCUMENT SUBMITTAL CHECKLIST 48

EXHIBITS

1. Cook County Prevailing Wages

City of Chicago
Department of Buildings
General Contractor's Licenses

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

BURLING BUILDERS, INC
44 W. 60TH ST.
CHICAGO, IL,60616

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC04405**

CERTIFICATE NUMBER: **GC04405-4**

FEE: **$ 2000**

DATE ISSUED: **04/25/2007**

DATE EXPIRES: **05/07/2008**

THIS LICENSE IS NON-TRANSFERABLE

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

Richard M Daley
Mayor

Thomas Donnellan
Acting Commissioner

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

Taylor-Lauridsen Park and Fieldhouse
704 W. 42nd Street
New Construction

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

2. General Description of Scope of Work:

   a. As further described in the detailed specifications, the proposed design includes a competition size gymnasium, fitness and club rooms, locker rooms with showers and administrative support offices. The building will be constructed using pre-cast structural architectural concrete panels and a glazed curtain wall system. The entire structure will incorporate various sustainable design elements and materials to achieve the Public Building Commission's goal of Silver level LEED certification. The mechanical systems will be designed to include many features that will meet the energy conservation criteria by the Chicago Energy Code and LEED requirements. The surrounding area will be developed to include a universally accessible playlot, landscaped areas and ball field improvements.

   b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.

3. Construction Budget: $5,300,000.00 (excluding Allowances and Commission's Contingency Funds).

4. User Agency: Chicago Park District
5. Project is located in Ward: 11th
6. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
7. Documents Available at: Cushing Co, 420 W. Huron Street, Chicago, IL, attn: Carolyn Clark, tel: 312-266-8228
8. Online Construction Documents Available at: http://dfs.cushingco.com/pbc.htm, passcode: 1469
9. Pre-Bid Meeting Date, Time, and Location: **Tuesday, April 8, 2008** at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
10. Technical Review Meeting: **Tuesday, April 15, 2008 at 10:00AM in room CL115**
11. Bid Opening Date and Time: **Tuesday, April 29, 2008 at 2:00PM**
12. Amount of Bid Deposit: **5% amount of bid**
13. Administrative Fee: $5,000
14. Amount of Commission's Contingency Fund: **$200,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE

B. Time of Completion

The Work must be completed within **(365)** calendar days of the date indicated in the Notice to Proceed.

Punch List Work must be completed within 30 calendar days.

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: $200,000.00.
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. Copies of Drawings and Specifications Furnished

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

E. Liquidated Damages

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

the Work embraced in this Contract must be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said Work must be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Substantial Completion of Phase (s), Milestones, or Project	$2,500 per Day
Completion of Punch List Work	$1,250 per Day
Completion of Base Contract Work at Project Substantial Completion if Commission occupies project	$1,250 per Day

not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every Day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work and/or the Punch List Work, as well as any time extensions granted by Change Order.

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.

4. Completion of the Work, for the purposes of this section only, shall occur upon completion of all of the Work required by the Contract Documents. Completion of Milestones, Phases, Base Contract Work or Punch List Work, for the purposes of this section only, shall occur upon the Commission's determination that the Milestones, Phases, Base Contract Work or Punch List Work is completed.

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder 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.

B. Interpretations of Addenda

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

C. Inspection of Site

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

D. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on the Projects. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms approved as "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.

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

E. 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, or any of the User Agencies on whose behalf the PBC constructs public buildings.

2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.

2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.

3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.

4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.

5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.

6. The Bid Documents shall include the following:

   a. Contractor's Bid Form

   b. Bid Guarantee

   c. Administrative Fee

   d. Basis of Award (Award Criteria)

   e. Unit Prices

   f. Affidavit of Non-collusion

   g. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)

   h. One (1) Schedule C for each MBE and WBE with its current letter(s) of certification

   i. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation

   j. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)

   k. Affidavit of Uncompleted Work

7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:

   a. Financial Statement

   b. Disclosure Affidavit

c. Statement of Bidder's Qualifications

8. If the contract is open to bidders that are not pre-qualified as stated in Part II "Project Information", packages containing the forms for the financial statement, Disclosure Affidavit, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.

9. The apparent 1st low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

G. Bid Deposit: Time Period

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:

   a. Non-withdrawal of the bid after date and time of opening.

   b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.

2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

3. The 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, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

H. Administrative Fee

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

I. Bidder's Execution of Bid

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

J. 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.

K. MBE and WBE Commitments

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.

L. Affidavit of Uncompleted Work

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

M. Bidder's Financial Statement

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier then 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 at the time of bid opening a fully executed Disclosure Affidavit.

O. Statement of Bidder's Qualifications

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

P. Disclosure of Retained Parties

The apparent low Bidder and the apparent 2nd low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

Q. Submission of Bid

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

R. Withdrawal Of Bids Before Bid Opening

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

S. 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.

T. Evaluation of Bids

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

may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

U. Canvassing of Bids

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

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

V. Basis of Award

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

W. Alternates-Commission Discretion

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

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

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

X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract.
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.

Y. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose

a) *Insurance To Be Provided By the Contractor*

1) **Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Chicago Park District and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

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

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

4) **Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than

$1,000,000 per occurrence. 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. The Public Building Commission, Chicago Park District and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

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

6) **Builders Risk**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Chicago Park District, and the City of Chicago are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to Public Building Commission, Chicago Park District and/or City of Chicago property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

b) Additional Requirements

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

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, Chicago Park District and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

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

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

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

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

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

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

3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.

4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.

5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract

for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

Y. 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. Addenda, if any;

   b. Standard Terms and Conditions For Construction Contracts (Book 2), and Standard Terms and Conditions Procedures Manual; (Book 2A)

   c. Technical Specifications (Book 3) and Drawings;

   d. Project Information, Instructions to Bidders, and Execution Documents (Book 1);

   e. Public Advertisement; and

   f. Performance and Payment Bond.

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.

Z. 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.

AA. Licensing

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

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

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

#1, #2, #3

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

BID FORM

	AMOUNT
Work	$ 6,481,000
Site Work Allowance	$260,000.00
Commission's Contingency Fund	$200,000.00
TOTAL BASE BID	$ 6,941,000

AWARD CRITERIA FIGURE ("A")
(See Section V. Proposal Support Document, line 15, column ("A") of Award Criteria Figure):
$ 6,708,476

Alternate #1 (DEDUCT)	-$(11000)
Total Base Bid Minus Alternate #1	$ 6,930,000
*Alternate #1 Award Criteria Figure ("B")	$ 6,697,845

*(**See Section V. Proposal Support Document**, insert above the Award Criteria figures from line 15, columns "B").

ALTERNATES:

Accepted by the Commission Yes	Accepted by the Commission No	Alternate Description	Proposed Alternate Price
☐	☑	Alternate #1 – (DEDUCT), revise precast concrete exposed finish from sandblast to the specified form finish as specified in section 03410 plant-precast structural concrete.	-$(12000)

SURETY: Please specify full legal name and address of Surety:

Liberty Mutual

10 South LaSalle, Suite 2810

Chicago, Illinois 60603

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

SITE WORK ALLOWANCE

Item No.	Description of Work:	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	$30.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	$30.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	$8.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	$11.50
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Paid to 1 foot below plan subgrade only.	Cubic Yards	$25.00
8	UST Removal (Tank < 5000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	$28,100.00
9	UST Removal (tank of 5000-10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	$44,000.00
10	UST Removal (Tank of > 10,000 gal capacity), including any 1 drum of sludge, all fluids within the tank, excavation, transportation and disposal of contaminated soil to 4 feet on each side of actual tank dimensions, 2 feet below tank and associated backfill to meet existing grade.	Each	$55,000.00
11	UST tank sludge removal and disposal (55-gallon drum)	Drums	$350.00
12	Bulk UST pump out (Liquids)	Gallons	$0.50
13	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	$1,500.00
14	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	$1,500.00

15	Contaminated water - hauling and disposal of drums	Drums	$300.00
16	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	$0.50
17	Pumping and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	$0.15
18	Furnish, place and compact base material CA-1	Ton	$20.00
19	Load, place and compact on-site base material CA-1	Cubic Yards	$12.00
20	Furnish, place and compact aggregate material CA-6	Ton	$18.00
21	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	$13.00
22	Furnish, place and compact drainage material CA-7	Ton	$21.00
23	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	$12.00
24	Furnish and place geotextile filter fabric	Square Yard	$2.70
25	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	$2,000.00
26	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	$163.00
27	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	$215.13

Total Allowance Fund = $260,000.00

Notes:

1. All work associated with the above Allowance Schedule shall be approved in writing by the Authorized Commission representative prior to proceeding.

2. Authorized Additional Excavation and replacement material will be paid for in accordance with the above Allowance Schedule.

3. Authorized Additional Excavation means excavation **3 feet below subgrade elevations** as provided in the plans and specifications due to the presence of unsuitable soil materials as determined by the Authorized Commission representative.

4. The Unit Prices in this Allowance Schedule include all overhead and profit.

5. All unused portions of the Allowance Funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and acceptance of the work.

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Secretary

Chairman

CONTRACTING PARTY
(Print or type names underneath all signatures)

Burling Builders, Inc.
Contractor Name

44 West 60th Street Chicago, IL
Address

If a Corporation:

By John A. Girzadas

Executive Vice President

ATTEST:
By Kim Walker

Vice President- Finance

CORPORATE SEAL

If a Partnership:

Partner — Address

Partner — Address

Partner — Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC
County of Cook State of Ill
Subscribed and sworn to before me on this 21st day of April, 2008

Notary Public Signature (SEAL)
Commission Expires: 12/22/08

"OFFICIAL SEAL"
K'SHARMEL J. BROWN
Notary Public - State of Illinois
My Commission Expires: 12/22/08

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

Burling Builders, 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 April 25, 20 08, 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 April 29, 20 08 to the Public Building Commission of Chicago, for Contract No. 1469 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:	Elzie Higginbottom
Vice President:	John A. Girzadas
Secretary:	John A. Girzadas
Treasurer:	
Assistant Secretary:	

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 29 day of April, 2008.

Secretary

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

		("A") Total Base Bid	("B") Total Base Bid Minus Alternate #1
Line 1.	Base Bid, in figures	$ 6,941,000	$ 6,930,000
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	38 %	38 %
Line 3.	Multiply Line 2 by Line 1 by 0.04	$ 105503	$ 105336
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	40 %	40 %
Line 5.	Multiply Line 4 by Line 1 by 0.03	$ 83292	$ 83160
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during	50 %	50 %

	construction of the project. (Maximum figure 0.50)	34705	
Line 7.	Multiply Line 6 by Line 1 by 0.01	$ ~~3400~~	$ 34650
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	2 %	2 %
Line 9.	Multiply Line 8 by Line 1 by 0.04	$ 5552	$ 5544
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	0 %	0 %
Line 11.	Multiply Line 10 by Line 1 by 0.03	$ 0	$ 0
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	5 %	5 %
Line 13.	Multiply Line 12 by Line 1 by 0.01	$ 3470	$ 3465
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	$ 232,323	$ 232,155
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	$ 6,708,476 "A"	$ 6,697,845 "B"

Award Criteria Figures (Insert Line 15, columns ("A" and "B") of Award Criteria Formula on Bid Form pg.15).

3. Community Hiring Bonuses

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

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

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

Definitions

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

"Residents of the project community" shall mean persons domiciled within the project area as designated by the Executive Director.

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

4. **Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention

provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

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

5. Reporting

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

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

b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. **Major Trades**

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Technical Engineers
Ornamental Iron Workers	Tuck Pointers
Lathers	

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

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

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Laborers	50
Carpenters	70
Iron workers	0
sheet metal	50
plumbers	25
electricians	25
painters	75
pipe fitters	25

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

John A. Girzadas, being first duly sworn, deposes and says that:

(1) He/She is Officer
(Owner, Partner, Officer, Representative or Agent) of Burling Builders, 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.

(Signed)

Executive Vice President
(Title)

Subscribed and sworn to before me this 24th day of April 20 08

K'Sharmel J. Brown
Human Resources/Payroll Administrator
(Title)

My Commission expires: 12-22-08

"OFFICIAL SEAL"
K'SHARMEL J. BROWN
Notary Public - State of Illinois
My Commission Expires: 12/22/08

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. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

1. Name of joint venture Page Non Applicable

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms that comprise the joint venture

   A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

   B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

   A. Profit and loss sharing _____%

   B. Capital contributions, including equipment _____%

   C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

   D. Describe any loan agreements between joint venturers, and identify the terms thereof.

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.

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____
Name of Joint Venturer

_____
Signature

_____
Name

_____
Title

_____
Date

State of _____County of_____

On this _____day of _____, 20___
before me appeared (Name)

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

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

_____
Notary Public

Commission expires:
(SEAL)

_____
Name of Joint Venturer

_____
Signature

_____
Name

_____
Title

_____
Date

State of _____ County of_____

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

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

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

_____
Notary Public

Commission expires:
(SEAL)

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: _____

Project Number: _____

FROM:

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

TO:

_____ 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 Partnership
_____ a Corporation
_____ a Joint Venture

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

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

_____
_____
_____
_____

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

_____
_____
_____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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: Taylor-Lauridsen Park & Fieldhouse

Project Number: 1469

FROM:

CARLO STEEL CORPORATION MBE X WBE _____
(Name of MBE or WBE)

TO:

BURLING BUILDERS 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 Partnership
X a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/26/08 – 6/1/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

FURNISH, FABRICATE & ERECT STRUCTURAL STEEL & DECK

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

$760,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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.
30 % 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:

CARLO STEEL CORPORATION
Name of MBE/WBE Firm (Print)

Signature

7/2/08
Date

Alex Romero (OPERATIONS ESTIMATING MANAGER)
Name (Print)

773.376.9600 ext.223
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ____ WBE ____ Non-MBE/WBE ____

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

February 26, 2008

Nelson Carlo, President
Carlo Steel Corporation
d/b/a Alert Construction Co.
3100 E. 87th Street
Chicago, Illinois 60617

Annual Certificate Expires: **June 1, 2009**
Vendor Number: **1036118**

Dear Mr. Carlo:

We are pleased to inform you that **Carlo Steel Corporation d/b/a Alert Construction Co. as a Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **June 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009.**

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

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

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

Structural Steel Fabrication and Erection; Steel Service Center; Construction Management Demolition

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/dm

IL UCP HOST: METRA

NEIGHBORHOODS
BUILDING A CITY OF THE FIRST

CARLO STEEL CORP.
Steel Fabrication and Erection

May 2, 2008

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, IL 60602

Attn: Melissa Torres

RE: Taylor Lauridsen Field House

Dear Ms. Torres,

As per your request in reference to the category on the Schedule C that requires a brief explanation when sub-subcontracting more than 10% of the contract amount we have listed the following. Please attach this to our Schedule C issued to Burling Builders previously and please call with any questions you may have.

We (Carlo Steel Corporation) are a certified City of Chicago MBE & a certified AISC fabricator. We are sub-subcontracting approximately 30% of the contract amount to an AISC certified steel erector; Metropolitan Steel (as required per specification 5120) that happens to be city of Chicago certified MBE as well. We are fabricating the building, purchasing all material including deck and Metropolitan Steel will erect the structural steel and deck for us.

Sincerely,

Nelson Carlo
President

Cc: Burling Builders, Inc.

3100 E. 87th Street, Chicago, Illinois 60617 (773) 375-9600 Fax (773) 375-9605 info@carlosteelcorp.com
MBE/DBE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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: TAYLOR-LAURIDSEN PARK and FIELDHOUSE

Project Number: 1469

FROM:

EXEL INTERIOR CONSTRUCTION MBE X WBE _____
(Name of MBE or WBE)

TO:

BURLING BUILDERS and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor
X a Corporation
_____ a Partnership
_____ a Joint Venture

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

CARPENTRY and PAINTING

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

$125,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1489
Taylor-Lauridsen Park and Fieldhouse

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:

Exel Interior Construction, Inc — Name of MBE/WBE Firm (Print)
Signature
5/5/08 — Date
CARLOTA SANCHEZ — Name (Print)
708 349-3121 — Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Signature
Date
Name (Print)
Phone
MBE ____ WBE ____ Non-MBE/WBE ___

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Monial M. Gayles
Chief Procurement Officer

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

May 12, 2008

Carlota Sanchez, President
Exel Interior Construction
8449 West 151st St.
Orland Park, IL 60462

Dear Ms. Sanchez:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification **June 1, 2008.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Metal Stud Framing, Drywall, Taping, Painting and Decorating, Carpentry, door Frames, Wall Paper Hanging, Acoustic Ceiling

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lyston
Deputy Procurement Officer

LAL/ynj

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Langhin
Chief Procurement Officer

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

December 27, 2006

Carlota Sanchez, President
Excel Interior Construction, Inc.
8449 West 151st Street
Orland Park, IL 60462

Annual Certificate Expires: October 1, 2007
Vendor Number: 50093561

Dear Ms. Sanchez:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until October 2010; however your firm must be re-validated annually. Your firm's next annual validation is required by October 1, 2007.

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

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

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

**Metal Stud Framing, Drywall, Taping, Painting and Decorating,
Carpentry, Door Frames, Wall Paper Hanging,
Acoustic Ceiling**

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

NEIGHBORHOODS ALIVE!

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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: TAYLOR-LAURIDSEN PARK AND FIELDHOUSE

Project Number: 1469

FROM:
F. GARCIA LANDSCAPING INC MBE X WBE _____
(Name of MBE or WBE)

TO:
BURLING Builders 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 Partnership
X a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10-02-2007. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

LANDSCAPING

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

$141,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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

PARTIAL PAY ITEMS
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount: N/A

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

SUB-SUBCONTRACTING LEVELS
0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

F. GARCIA LANDSCAPING Inc — Name of MBE/WBE Firm (Print)
Signature
5-3-2008 — Date
FERNANDO GARCIA — Name (Print)
847-526-0126 — Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Signature
Date
Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___
Phone

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

October 2, 2007

Fernando Garcia, President
F. Garcia Landscaping, Inc.
316 East Main Street
Wauconda, Illinois 60084

Annual Certificate Expires: **February 1, 2009**
Vendor Number: 313439

Dear Mr. Garcia:

We are pleased to inform you that **F. Garcia Landscaping, Inc.** as been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2009.**

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

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

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

Landscaping Services; Grass Sod and Seeding; Grounds Maintenance; Mowing, Edging, Planting, Flowering and Evergreen Shrubbery

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/cc

IL UCP HOST: IDOT

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lawridsen Park and Fieldhouse

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: Taylor Lawridsen Park

Project Number: 1469

FROM:
M. Cannon Roofing Co. MBE ✓ WBE _____
(Name of MBE or WBE)

TO:
Burling Builders 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 4-29-08. 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.

Roofing Work

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

$86,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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:

M. Cannon Roofing Co. — Name of MBE/WBE Firm (Print)
5-5-08 — Date
630-620-1900 — Phone

Mark T. Cannon — Signature
Mark T. Cannon — Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

CMS

ILLINOIS Rod R. Blagojevich, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Maureen T. O'Donnell, Acting Director

April 29, 2008

Mark Cannon
M Cannon Roofing Company Llc
1765 G Cortland Court
Addison, IL 60101-4237

Re: NCA Certification Approval

Dear Business Owner:

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

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

Thank you again for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Mayra Garcia Guzman
Deputy Director
Business Enterprise Program

(L49)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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: TAYLOR-LAURIDSEN FIELD HOUSE

Project Number: 1469

FROM:
GLASS MANAGEMENT SVCS, INC D/B/A U.S. ARCHITECTURAL GLASS & metal MBE ✓ WBE _____
(Name of MBE or WBE)

TO:
BURLING BUILDERS and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor ___X___ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 5/8/07. 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.
WINDOWS AND STOREFRONT

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. $267,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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:

GLASS MANAGEMENT SVCS / USAGM-INC. d/B/A U.S. Architectural Glass Management	Signature
Name of MBE/WBE Firm (Print)	Ernest Edwards
5/1/08	Name (Print)
Date	
(630) 964-8660	
Phone	

IF APPLICABLE:
By:

Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	MBE ___ WBE ___ Non-MBE/WBE ___

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Hayles
Chief Procurement Officer

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

May 9, 2008

Ernest Edwards, President
Glass Management Services, Inc.
d/b/a U.S. Architectural Glass & Metal
8404 S. Wilmette Ave Unit G
Darien, Illinois 60561

Dear Mr. Edwards:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until July 1, 2008**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Glass Repair and Installation Services; Glass Glazing Contractor; Furnish and Install Ornamental and Miscellaneous Components

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori A. Lypson
Deputy Procurement Officer
rg

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

May 18, 2007

Ernest Edwards, President
Glass Management Services, Inc.
d/b/a U.S. Architectural Glass & Metal
8404 S. Wilmette Avenue, Unit G
Darien, IL 60561

Annual Certificate Expires: May 1, 2008
Vendor Number: 1067939

Dear Mr. Edwards:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until May 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by May 1, 2008.

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

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

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

Glass Repair and Installation Services; Glass Glazing Contractor; Furnish and Install Ornamental and Miscellaneous Components

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

NEIGHBORHOODS ALIVE!

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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: Taylor Lauriden Field House

Project Number: 1489

FROM:

WWG INC MBE X WBE _____
(Name of MBE or WBE)

TO:

Burling Builders 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
X a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 4-15-2008. 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.

TRUCKING SERVICES

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

$235,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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:

WWG INC.
Name of MBE/WBE Firm (Print)

5-2-08
Date

773-842-9292
Phone

Signature

WILLIE GRIGLEY
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

April 15, 2008

Willie Griggley, President
W.W.G., Inc.
12851 South Carpenter Street
Calumet City, IL 60827

Annual Affidavit Certificate Expires: **April 1, 2009**
Vendor Number: 50101908

Dear Mr. Griggley:

Congratulations on your continued eligibility for certification as a **DBE** by the City of Chicago. This **DBE** certification is valid until **April 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2009.**

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

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

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

Your firm's name will appear in the Illinois Unified Certification Program (ILUCP) DBE Directory. The Directory can be accessed via Internet at http://www.dot.state.il.us/ucp/ucp.html. *Area(s) of specialty* will be listed as:

Intrastate Trucking and Hauling

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/mck

IL UCP HOST: City of Chicago

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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: Taylor-Lauridsen Field House

Project Number: 1469

FROM:

City Cottage Group (Name of MBE or WBE) MBE _____ WBE X

TO:

Burling Builders (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
X a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 8, 2006. 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.

$176,000 Flooring + Supplies

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

$176,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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:

City College
Name of MBE/WBE Firm (Print)

5-05-08
Date

312-842-4442
Phone

Signature

Barbara Roe
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

June 11, 2007

Barbara Ruel
City Cottage Group, Inc.
2907 South Wabash Avenue, Suite 201
Chicago, Illinois 60616

Annual Certificate Expires: **November 1, 2008**
Vendor Number: **1068449**

Dear Ms. Ruel:

We are pleased to inform you that **City Cottage Group, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **November 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2008.**

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

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

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

Distributor of Interior Furnishings and Consulting; Interior Building Materials, Finishing; Project Management; Cardboard, Paper and Corrugated Materials; Appliances

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/dm

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bhperry@cookcountygov.com
TEL (312) 603-5502
FAX (312) 603-4547

April 7, 2008

Ms. Barbara Ruel, President
City Cottage Group, Inc.
2907 S. Wabash Avenue, Suite 201
Chicago, IL 60616

Annual Certification Expires: **April 7, 2009**

Dear Ms. Ruel:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **April 7, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **April 7, 2009**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Supplier of Light Fixtures, Contract Furniture, Plumbing, Building Materials, Appliances and Flooring/Tile, including Installation

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

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/es
Enclosed: **No Change Affidavit**
Revised 2/28/08

Printed on Recycled Paper

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:
Taylor-Lauridsen Park and Fieldhouse

Project Number: _____

FROM:

Q.C. Enterprises, Inc. MBE _____ WBE X
(Name of MBE or WBE)

TO:

Burling Builders and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor
X a Corporation
_____ a Partnership
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 4/24/08. 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.

Tile

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

$103,260.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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:

Q.C. Enterprises, Inc.
Name of MBE/WBE Firm (Print)

Signature

5/1/08
Date

Sandra Andritsis
Name (Print)

312-842-0230
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

Phone

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

April 24, 2008

Sandra Andritsis, President
Q.C. Enterprises, Inc.
2722 South Hillock
Chicago, Illinois 60616

Dear Ms. Andritsis:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE** certification **until** **June 01, 2008**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **WBE** in the following specialty area(s):

Carpentry; Stone Restoration and Maintenance; Janitorial Services; Installation of Granite, Marble Terrazzo

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

rg

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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

Name of Project: Taylor Lauridsen

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

Title and duly authorized representative of

Burling Builders, Inc

Name of General Contractor whose address is 44 W. 60th St.

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
CARLO STEEL	STEEL	$ 760,000	$
WWG	TRUCKING/STONE	$ 235,000	$
F GARCIA	LANDSCAPING	$ 141,000	$
CANNON	FLAT ROOF	$ 86,000	$
US GLASS	WINDOWS	$ 207,000	$
EXEL INTERIORS	CARPENTRY/PAINT	$ 185,000	$
QC	FLOORING/TILE	$	$ 105,260
CITY COTTAGE	FLOORING/TILE	$	$ 176,000
	Total Net MBE/WBE Credit	$ 1674000	$ 279260
	Percent of Total Base Bid	24 %	4 %

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

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
_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

_____ _____
Name of MBE/WBE Firm (Print) Signature

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
By:

_____ _____
Joint Venture Partner (Print) Signature

_____ _____
Date Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

_____
Phone

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1469
Taylor-Lauridsen Park and Fieldhouse

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:

Burling Builders, Inc
Name of Contractor (Print)

5.2.08
Date

888. 224. 3294
Phone

John A. Gerzades
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.1469
Taylor-Lauridsen Park and Fieldhouse

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Mrs. Cabonargi:

RE: Contract No._____

Project Title: _____

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. 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 24.01.10 as follows:

_____

_____

_____

_____

Documentation attached: yes____ no____

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

Sincerely,

_____
Signature

_____
Print Name

_____
Title

_____
Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Affidavit Of Uncompleted Work

Please see attached

A. Work Under Contract

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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

C. Work Subcontracted to Others

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Affidavit of Uncompleted Work (continued)

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

Signature

April 29, 2008
Date

John A. Girzadas
Name (Type or Print)

Executive Vice President
Title

Burling Builders, Inc.
Bidder Name

44 West 60th Street
Address

Chicago Illinois 60621
City State Zip

Subscribed and sworn to before me
this 29th day of April, 2008

K'Sharmel J. Brown (SEAL)
Notary Public

Commission expires: 12/22/08

"OFFICIAL SEAL"
K'SHARMEL J. BROWN
Notary Public - State of Illinois
My Commission Expires: 12/22/08

AFFIDAVIT OF UNCOMPLETED WORK

(Complete form by either typing or using black ink.)

Part I. Work under contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	4	5	
Project	Bridgeport	Uptown	Engine 102	Granville	
Contract With	CHA	CCDC	PBCC	ADC	
Estimated Completion Date	8/1/2008	4/1/2008	10/1/2008	9/1/2008	
Total Contract Price	$ 14,870,147	$ 4,966,223	$ 8,790,000	$ 41,959,400	Total
Uncompleted Dollar Value	$ 2,300,000	$ 250,000	$ 4,960,000	$ 20,000,000	$ 27,510,000

Part II. Uncompleted Work to be Done with your own Forces

List below the uncompleted dollar value of work for each contract to be completed with your own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on Part III of this form. In a Joint Venture, list only the portion of the work to be done by this bidder.

	1	3	5	6	Totals
Excavating & Grading	$ 50,000	$ -	$ -	$ 35,000	$ 85,000
PCC Base, C & G Paving					
Bit Concrete Paving					
Stabilized Base (Ram, Cam, Pam)					
Aggregate Base & Fill					
Foundation (Caisson & Pile)					
Highway Structures					
Sewer & Drain Structures					
Painting					
Pavement Markings					
Signing					
Landscaping					
Demolition	$ -	$ -	$ -	$ -	$ -
Fencing					$ -
Others (List)					$ -
General Conditions	$ 100,000	$ 20,000	$ 150,000	$ 1,500,000	$ 1,770,000
Carpentry	$ 100,000	$ 5,000		$ 750,000	$ 855,000
Structural Concrete	$ 25,000			$ 1,850,000	$ 1,875,000
					$ -
Struct. Steel (Bldg. Const.)					$ -
Ornamental Steel (Bldg. Const.)					$ -
Miscellaneous Concrete					$ -
Fireproofing					$ -
Masonry					$ -
H.A.V.C.					$ -
Mechanical					$ -
Electrical					$ -
Plumbing					$ -
Roofing & Sheet Metal					$ -
Flooring & Tile Work					$ -
Drywall & Plaster Work					$ -
Ceiling Construction					$ -
Hollow Metal & Hardware					$ -
Glazing & Caulking					$ -
Miscellaneous Arch. Work					$ -
Others (List)					$ -
					$ -

					$ -
					$ -
		$ -	$ -	$ -	
Totals	$ 275,000	$ 25,000	$ 150,000	$ 4,135,000	$ 4,585,000

Part III.
List below work, according to each contract on the preceding page, Which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, show NONE.

	1	3	5	6
Subcontractor	Hopkins	GG's	Garth/Iarmco	A+
Type of Work	Sewer/Water	Masonry	Masonry	Masonry
Subcontract Price	$ 775,000	$ 425,000	$ 1,100,000	$ 1,550,000
Amount Uncompleted	$ 50,000	$ 35,000	$ 350,000	$ 350,000
Subcontractor	Town & Country	Town & Country	Norman	Norman
Type of Work	Plumbing	Plumbing	Plumbing	Plumbing
Subcontract Price	$ 700,000	$ 245,000	$ 400,000	$ 2,920,000
Amount Uncompleted	$ 100,000	$ 15,000	$ 300,000	$ 2,500,000
Subcontractor	Belec Electric	Belec Electric	M Squared	Belec Electric
Type of Work	Electrical	Electrical	Electrical	Electrical
Subcontract Price	$ 1,680,000	$ 350,000	$ 750,000	$ 3,450,000
Amount Uncompleted	$ 125,000	$ 50,000	$ 300,000	$ 2,000,000
Subcontractor	TVS	Legacy	Continental	All-tech
Type of Work	HAVC	Painting	Painting	Painting
Subcontract Price	$ 1,245,000	$ 262,000	$ 85,000	$ 650,000
Amount Uncompleted	$ 85,000	$ 15,000	$ 85,000	$ 650,000
Subcontractor	Vixen	Heatmasters	TBD	TVS
Type of Work	Concrete	HAVC	flooing	HVAC
Subcontract Price	$ 425,000	$ 200,000	$ 125,000	$ 2,950,000
Amount Uncompleted	$ 75,000	$ -	$ 125,000	$ 1,850,000
Subcontractor	various	Suarez	Anderson & Shi	Alliance
Type of Work	finishes	Roofing	Roof/Siding	Fire Protection
Subcontract Price	$ 4,000,000	$ 140,000	$ 450,000	$ 875,000
Amount Uncompleted	$ 1,590,000	$ 10,000	$ 450,000	$ 650,000
Subcontractor		Excel	Ramm	Schindler
Type of Work		Carp./demo	HVAC	Elevator
Subcontract Price		$ 550,000	$ 950,000	$ 447,000
Amount Uncompleted		$ -	$ 900,000	$ 300,000
Subcontractor		various	various	unlet
Type of Work		suplies	Balance	balance
Subcontract Price		$ 1,350,000	$ 4,415,000	$ 9,000,000
Amount Uncompleted		$ 100,000	$ 2,300,000	$ 7,565,000
TOTAL Uncompleted	$ 2,025,000	$ 225,000	$ 4,810,000	$ 15,885,000
	$ -	$ -	$ -	$ -

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Statement Of Bidder's Qualifications

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

Bidder	Burling Builders, Inc.
Submitted By	John A, Girzadas
Title	Executive Vice President
Permanent Main Office Address	44 West 60th Street
Local Address	Chicago Illinois 60621
	888-224-3294- P
Local Telephone No. and FAX No.	888-224-3297- F

How many years operating as contractor for work of this nature? 28

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.				
2.	ON FILE W/PBC			
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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
Burling Builders, Inc.

(b) State and City in which incorporated
Illinois

(c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____

(d) Name and address of registered agent in Illinois

Elzie Higginbottom

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

Elzie Higginbottom	President
Name	Title
John A. Girzadas	Executive Vice President
Name	Title

If submitted by a partnership:

(a) Firm Name

(b) Official Address

(c) Names of all Partners:

If submitted by an individual:

(a) Firm Name

(b) The Owner

(c) Official Address

Signature of Affiant

Subscribed and sworn to before me this 24th day of April 20 08

Notary Public
My Commission expires: 12-22-08

(SEAL)

"OFFICIAL SEAL"
K'SHARMEL J. BROWN
Notary Public - State of Illinois
My Commission Expires: 12/22/08

Contract 1469-Taylor-Lauridsen Park and Fieldhouse

DISCLOSURE OF RETAINED PARTIES

A. **Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity who 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 undertake 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: Taylor-Lauridsen Park and Fieldhouse

Description or goods or services to be provided under Contract: # 1469

General Contractor

2. Name of Contractor: Boling Builders, 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.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
See attached sheet			

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

Retained parties
Taylor Lauridsen Park and Field House
Contract # 1469

Name	Business Address	Relationship (attrney, lobbyist, subcontractor, etc.)	Fees (indicate whether paid or estimated	
Haran & Associates, Ltd	3201 Old Glenview Road, Suite 250 Wilmette, IL 60091	accountant	$ 5,000.00	estimated
Fabyanske, Westra Hart & Thomson	800 LaSalle Avenue, Suite 1900 Minneapolis, MN 55402	attorney	$ 5,000.00	estimated
Laner Muchin	515 N. State Street, Suite 2800 Chicago, IL 60610	attorney	$ 5,000.00	estimated
J.E. Manzi & Associates, Inc.	826 Busse Highway Park Ridge, IL 60068	scheduler	$ 15,000.00	estimated
Sieben Energy Associates	333 N. Michigan Ave., Suite 2107 Chicago, IL 60601	LEED Consultant	$ 15,000.00	estimated
National Survey Service, Inc.	30 S. Michigan Ave. Suite 200, Chicago, IL 60610	Surveyor	$ 5,000.00	estimated
WWG Trucking	Chicago, IL	Subcontractor	$ 235,000.00	estimated
Hopkins	4530 W. 137th Street Chicago, IL 60445	Subcontractor	$ 56,000.00	estimated
Beverly	1514 W. Pershing Rd. Chicago, IL 60609	Subcontractor	$ 10,295.00	estimated
FLBT	355 N. Clark Road Gary, IN 46406	Subcontractor	$ 15,000.00	estimated
F. Garcia	P.O. Box 572 Barrington, IL 60011	Subcontractor	$ 141,000.00	estimated
CR Schmidt	29W002 Main St. Unit 201A Warrenville, IL 60555	Subcontractor	$ 22,449.00	estimated
Advance Cast Stone Co.	Random Lake, WI	Subcontractor	$ 549,000.00	estimated
Carlo Steel	3100 E. 87th St. Chicago, IL 60617	Subcontractor	$ 760,000.00	estimated
Great Lakes	7509 W. 85th St. Bridgeview, IL 60455	Subcontractor	$ 15,000.00	estimated

P & M	5133 Albany Ave. Chicago, IL 60632	Subcontractor	$	139,330.00	estimated
Exel Interiors	8449 W 151st St. Orland Pk, IL 60462	Subcontractor	$	185,000.00	estimated
Hasek Melville	7705 W. 99th St. P.O. Box 1137 Hickory Hills, IL 60457	Subcontractor	$	7,996.00	estimated
Spray Instilations, Inc.	7831 N. Nagle Ave. Morton Grove, IL 60053	Subcontractor	$	40,500.00	estimated
Nations Roof North, LLC	901 Sentry Dr Waukesha, WI 53186	Subcontractor	$	290,000.00	estimated
Cannon Roofing	1765 G Cortland Court Addison, IL 60101	Subcontractor	$	86,000.00	estimated
Sager	708 E. Elm Ave La Grange, IL 60525	Subcontractor	$	9,000.00	estimated
Precision	483 Fullerton Ave. Elmhurst, IL 60126	Subcontractor	$	87,838.00	estimated
Midwest Skylight	1505 Gilpen Ave. South Elgin, IL 60177	Subcontractor	$	18,775.00	estimated
House of Doors	9038 W. Ogden Ave Brookfield, IL 60513	Subcontractor	$	10,070.00	estimated
US Glass and Metals	Chicago, IL	Subcontractor	$	267,000.00	estimated
QC	2722 S. Hillcock Ave. Chicago, IL 60608	Subcontractor	$	103,260.00	estimated
Action	430 Industrial Blvd. Minneapolis, MN 55413	Subcontractor	$	70,800.00	estimated
City Cottage Group	2907 S. Wabash, Suite 201 Chicago,IL 60616	Subcontractor	$	176,000.00	estimated
Pro-bel		Subcontractor	$	20,550.00	estimated
Northstar	516 Broad St. Lake Geneva, WI 53147	Subcontractor	$	12,500.00	estimated
Adamson	921 West Van Buren Street Chicago, IL 60607	Subcontractor	$	210,000.00	estimated
ECI	9951 West 190th Street Mokena, IL 60448	Subcontractor	$	850,000.00	estimated
Belec	7720 Gross Point Rd. Skokie, IL 60077	Subcontractor	$	403,000.00	estimated
Lamarco	20001 Blackstone Ave. Lynwood, IL 60411	Subcontractor	$	22,000.00	estimated

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 under 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.

Signature _____ Date 5.16.08

John A. Grazados _____ Ex. Vice President

Name (Type or Print) Title

Subscribed and sworn to before me

this _____ day of _____ 20__

_____

Notary Public

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Disclosure Of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1st low and the apparent 2nd low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1st and 2nd low bidders.

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction
: Contract No. 1469

Description of goods or services to be provided under Contract

General Contractor

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

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

Retained Parties:

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

4. The Contractor understands and agrees as follows:

   a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.

   b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.

   c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

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

Signature

April 29, 2008
Date

John A. Girzadas
Name (Type or Print)

Executive Vice President
Title

Subscribed and sworn to before me this 29th day of April, 20 08 (SEAL)

Notary Public

Commission expires: 12-22-08

"OFFICIAL SEAL"
K'SHARMEL J. BROWN
Notary Public - State of Illinois
My Commission Expires: 12/22/08

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Performance and Payment Bond **Contract No. SPECIMEN**
Bond No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____*

_____

_____

_____

_____

with offices in the _____ State of _____

as _____Corporate_____ Principal, and _____

_____

_____

a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____) 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 _____, 20____, for the furnishing, fabrication, delivery and installation of the

SPECIMEN

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

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials,

facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations 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.

SPECIMEN

It is expressly understood and agreed that this Bond, in the penal sum of

_____

_____ dollars ($_____),

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.1469
Taylor-Lauridsen Park and Fieldhouse

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ 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:

_____ BY _____(Seal)

Name Individual Principal

_____ _____(Seal)

Business Address Individual Principal

_____ _____

City State Partner

CORPORATE SEAL

ATTEST: _____

Corporate Principal

BY BY

_____ _____

Secretary President

Title Title

_____

Business Address

_____

Corporate Surety

BY _____

_____

Title

_____

Business Address CORPORATE SEAL

The rate of premium of this Bond is $ _____ per thousand.**

Total amount of premium charged is $ _____ **

_____

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

** Must be filled in by the Corporate Surety.

SPECIMEN

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Bond Approval

BY

_____
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

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

Dated this _____day of _____ 20____.

CORPORATE SEAL

SPECIMEN

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1469
Taylor-Lauridsen Park and Fieldhouse

Document Submittal Checklist

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

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

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

1. _____ Financial Statement
2. _____ Disclosure Affidavit
3. _____ Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

_____ **Disclosure of Retained Parties** (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1469

PERFORMANCE AND PAYMENT BOND **Contract No. 1469**

Bond No. 285028461

KNOW ALL MEN BY THESE PRESENTS, that we, Burling Builders, 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
Liberty Mutual Insurance Company; 10 S. LaSalle St., Ste. 2810, Chicago, IL 60603

a corporation organized and existing under the laws of the State of MA, with offices in the State of * IL *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Six Million Nine Hundred Forty One Thousand Dollars and No Cents ($6,941,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated May 13, 2008, for the fabrication, delivery, performance and installation of

Taylor-Lauridsen Park and Fieldhouse
704 W. 42nd Street, Chicago, IL

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

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

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 Six Million Nine Hundred Forty One Thousand Dollars and No Cents ($6,941,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1469

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this May 13, 2008, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

_____
Name

_____
Business Address

_____
City State

BY _____ (Seal)
Individual Principal

_____ (Seal)
Individual Principal

CORPORATE SEAL

ATTEST:

BY _____
~~Secretary~~ V.P. Finance
Title

Burling Builders, Inc.
Corporate Principal

BY _____
~~President~~ Ex Vice President
Title

44 West 60th Street
Chicago, IL 60621

BY _____

1 S. Wacker Dr., 36th Floor, Chicago, IL 60606
Business Address & Telephone

312-630-0800

Liberty Mutual Insurance Company
Corporate Surety

_____
Title Donald B. Zimelis, Attorney-in-Fact

CORPORATE SEAL

FOR CLAIMS *(Please Print)*:
Contact Name: Steve Schroeder

Business Address: 1 S. Wacker Dr., 36th Floor, Chicago, IL

Telephone: 3129630-0800 Fax: 312-630-0833

The rate of premium of this Bond is $ $14.40/m for the first $500,000; $8.70/m for the next $2,000,000; 46.90/m for the next $2,500,000 and $6.30 per thousand. ** for the next ** $2,500,000

Total amount of premium charged is $ 53,404

* 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1469

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY _____
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Kim Walker, certify that I am the VP of Finance ~~Secretary~~ of Burling Builders, Inc., corporation named as Principal in the foregoing performance and payment bond, that John A. Grzadas who signed on behalf of the Principal was then Ex. V. 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 16th day of May 2008.

CORPORATE SEAL

State of **Illinois**
County of **Cook** } ss:

On May 13, 2008, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Zimelis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person wh the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certif

My Commission Expires

"OFFICIAL SEAL"
JULIE A. WOOD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/29/2010

Julie A. Wood
Notary Public

360212-6-66

2104390

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

J. SPENCER MILLER, KIM F. HANSEN, MARK P. NAHIN, MARION F. NARKUS, DONALD B. ZIMELIS, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100********** DOLLARS ($ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of March, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

By _____
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 22, 2009
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of May, 2008.

By _____
David M. Carey, Assistant Secretary

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

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

Cook County Prevailing Wage for April 2008

ade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
PERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
ERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	12.09	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000

TRUCK DRIVER	W	ALL	2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

Explanations

COOK COUNTY

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any

and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data 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 mateiral 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 installatin 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 experiors 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 experior which sare installed in a similar manner.

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

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

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.

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. Boilers; 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 Engineer; 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; Rotory 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.

TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

Client#: 136 BURLIBUI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2008

PRODUCER
Schwartz Brothers Insurance
One South Wacker Drive
36th Floor
Chicago, IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Burling Builders, Inc.
44 W. 60th Street
Chicago, IL 60621

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich Insurance Company	ZURICH
INSURER B: Everest National Ins Co.	
INSURER C: Zurich-American Insurance Company of	ZURICH
INSURER D: Travelers Property Casualty	TRAV
INSURER E: Hartford Fire Insurance	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GLO534618202	08/31/07	08/31/08	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP534618102	08/31/07	08/31/08	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	71C6000013071	08/31/07	08/31/08	EACH OCCURRENCE	$10,000,000
						AGGREGATE	$10,000,000
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC534618402	08/31/07	08/31/08	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
D		OTHER Contr Eqpmt	QT6600722C984	08/31/07	08/31/08	$50,000 Misc Tools/Eqpt	
E		Bldrs Risk-Job Sp	23451	06/15/08	06/15/09	$6,941,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Taylor-Lauridsen Park and Fieldhouse, PBC Contract #1469

The following are included as additional insureds on the General
(See Attached Descriptions)

per case 5/19/08

CERTIFICATE HOLDER

Public Building Commission
Procurement Department
Richard J. Daley Center, Room
200
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Liability, Automobile Liability (Umbrella Follows Form), on a primary/non contributory basis where required by written agreement, but only with respect to liability arising out the work performed by or on behalf of the Named Insured:

The Public Building Commission

Chicago Park District

The City of Chicago

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
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
A.C. Advisory, Inc.

GERY J. CHICO
President
Chicago Park District

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

BENJAMIN REYES
President
DSR Group, Inc.

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
ERIN LAVIN CABONARGI

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

May 13, 2008

John A. Girzadas
Burling Builders, Inc.
44 West 60th Street
Chicago, IL 60621

RE: **Notice of Award**
Contract No.: 1469
Type of Work: New Construction
Project : Taylor-Lauridsen Park and Fieldhouse

Dear Mr. Girzadas:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on May 13, 2008 the Commission awarded to your company Contract No. 1469 in the amount of $6,941,000.00.

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 May 19, 2008, to the attention of Janice Meeks.

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

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: R. Ochi
C. Kelly

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
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
A.C. Advisory, Inc.

GERY J. CHICO
President
Chicago Park District

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

BENJAMIN REYES
President
DSR Group, Inc.

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
ERIN LAVIN CABONARGI

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

May 20, 2008

John Girzadas
Burling Builders, Inc.
44 W. 60th Street
Chicago, IL 60621

RE: **NOTICE TO PROCEED**
Contract No.: 1469
Project Name: Taylor-Lauridsen Park and Fieldhouse
Type of Work: New Construction

Dear Mr. Girzadas:

Pursuant to Contract No.1469, which was awarded to your firm on May 13, 2008, you are hereby notified that the commencement date for this project is **May 20, 2008.**

Pursuant to the Contract, all Work must be completed within 365 calendar days of the commencement date. The Substantial Completion date is established as **May 20, 2009.**

The Authorized Commission's Representative for this contract is Robert Ochi. Please submit all project deliverables to Robert Ochi at:

Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, IL 60602

Please reference the PBC project number and contract number on all correspondences.

This Notice To Proceed authorizes you to enter upon the project site and commence with the Work on May 20, 2008.

PUBLIC BUILDING COMMISSION OF CHICAGO

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 Representative pursuant to Section 4.03 of Book 2 "Standard Terms and Conditions for Construction Contacts".

Sincerely,

Erin Lavin Cabonargi
Executive Director

ELC/dz

Cc: E. Lavin Cabonargi
R. Ochi
D. McNabb
T. McHugh
P. Spieles
K. Holt
C. Kelly
P. Karp
J. Stein
Procurement File

From: Janice Meeks
To: Janice Meeks
Date: 4/25/2008 4:41 PM
Subject: (Revised) Addendum no. 1 Contract# 1469 Taylor-Lauridsen Park and Fieldhouse
Attachments: 1467- Addendum 1 Warren Park April 25 2008 revision 1.pdf; 1469-Section 15 990 Addendum 1.pdf; 1469-Book 3A Commission Requirements Overview.pdf; 1469 -Drawing Sheet SM-1 Addendum 1.pdf; 1469-Section 02064 Addendum 1.pdf; 1469 -Section 15741 Addendum 1.pdf; 1469-Section 15747 Addendum 1.pdf; 1469-Sect ion 15950 Addendum 1.pdf

Dear Pre-Qualified Plan Holder's for Taylor-Lauridsen Park and Fieldhouse:

NOTICE OF CHANGES IN CONTRACT DOCUMENTS
Attached please find Addendum no.1 (revised)

Please delete and replace addendum no. 1 with the attached revised files.

Janice Meeks
Contract Officer
Public Building Commission
Tel: 312.744.7240
Fax: 312.744.3572

Subject: (Revised) Addendum no. 1 Contract# 1469 Taylor-Lauridsen Park and Fieldhouse
Created By: janicemeeks@cityofchicago.org
Scheduled Date:
Creation Date: 4/25/2008 4:41 PM
From: Janice Meeks

Recipient	Action	Date & Time	Comment
BC: (bcunewera)	Transferred	4/25/2008 4:41 PM	
BC: (fwcchicago)	Transferred	4/25/2008 4:41 PM	
BC: (jarchie)	Transferred	4/25/2008 4:41 PM	
BC: (omar.aaca)	Transferred	4/25/2008 4:41 PM	
BC: (randrade)	Transferred	4/25/2008 4:41 PM	
BC: (ellie_krieter)	Transferred	4/25/2008 4:41 PM	
BC: (marva.young)	Transferred	4/25/2008 4:41 PM	
BC: (chambers203)	Transferred	4/25/2008 4:41 PM	
BC: Arba Houlden (info)	Transferred	4/25/2008 4:41 PM	
BC: bzitek@fhpaschen.com (bzitek)	Transferred	4/25/2008 4:41 PM	
BC: cclark@cushingco.com (cclark)	Transferred	4/25/2008 4:41 PM	
BC: Deborah Burton (PB00157)	Read	4/25/2008 4:41 PM	
BC: dlombard@lombardcompany.com (dlombard)	Transferred	4/25/2008 4:41 PM	
BC: ghalik@boothhansen.com (GHalik)	Transferred	4/25/2008 4:41 PM	
BC: hwhiteurst@jenkinsconstruction.com (hwhiteurst)	Transferred	4/25/2008 4:41 PM	
To: Janice Meeks (PB00109)	Read	4/28/2008 1:02 PM	
BC: jgirzadas@burlingbuilders.com (jgirzadas)	Transferred	4/25/2008 4:41 PM	
BC: KLajeune@boothhansen.com (KLajeune)	Transferred	4/25/2008 4:41 PM	
BC: marc@reyesgroup.com (marc)	Transferred	4/25/2008 4:41 PM	
BC: mikhigns@jbconstructionco.com (mikhigns)	Transferred	4/25/2008 4:41 PM	
BC: Paul (pcerpa)	Transferred	4/25/2008 4:41 PM	
BC: paul.baker@parsons.com (Paul.Baker)	Transferred	4/25/2008 4:41 PM	
BC: robert.ochi@parsons.com (Robert.Ochi)	Transferred	4/25/2008 4:41 PM	
BC: Smatz@bickerdike.org (smatz)	Transferred	4/25/2008 4:41 PM	
BC: sperkins@jenkinsconstruction.com (sperkins)	Transferred	4/25/2008 4:41 PM	
BC: tberry@fhpaschen.com (TBerry)	Transferred	4/25/2008 4:41 PM	
BC: Timothy McHugh (PB00156)	Read	4/25/2008 4:48 PM	

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 1 TO CONTRACT NO. 1469

Taylor-Lauridsen Park and Fieldhouse
For
New Construction

DATE: Friday, April 25, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

Change 1: Rescheduled Bid Opening date, and time: **Friday, May 2, 2008 at 1:00PM**

Change 2: Article II, section A. ADD 18. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the New City and Fuller Park Community Areas of the City of Chicago as designated by the Executive Director, Public Building Commission of Chicago.

Change 3: In Book 1, Project Information, **replace** item **AA. Licensing** to read as follows:
In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its **(Class B)** General Contractor License issued by the Department of Buildings of the City of Chicago.

Change 4: In Note 3 under the Site Work Allowance table, Delete "3 feet below subgrade elevations" and Add "Below CCD Elevation 8.00 in areas outside the Limit of Ground Improvement System"

CHANGES IN BID DOCUMENTS

Change 1: ADD "Commissioning Requirements Overview" document.

CHANGES TO DRAWINGS – (Changes to be shown on Issued for Construction Documents)

Change 1: Delete "Root Barrier" in its entirety from the assembly of the Type III vegetated roof over the trellis. Reference details #3, 5, 7 on Sheet A513 and Detail #1 & 2 on Sheet A454.

Change 2: On drawing E001 (dated March 11, 2008) Delete Note 33 in its entirety. Add new note 33 as follows: A complete raceway and wiring system is required. Contractor to provide 4"x4"x2-1/8" deep junction boxes with single gang drywall ring opening, mounted flush horizontally in walls. Contractor is to provide 1" conduit with CAT 6 wiring to all necessary data/phone/CATV outlets.

Change 3: Delete concrete slab pour joint shown on Detail 5/S201. The thickened concrete slab for the radiant floor tubing located at the perimeter of the Clubrooms and the Toilet rooms shall be constructed as a single pour.

Change 4: Add two (2) Cable TV outlets on both sides of the wall separating Fitness Room 137 and Clubroom 142 at approximately 48". (See drawing E201). Relocate north-most duplex outlet on this wall (ccts. 26, 37) to this location as well, mounting height also 48".

Change 5: On drawing E201, Electrical Note#3, Add the following: Provide 1,000 linear feet of underground tele/data and CATV routing conduit. The type of conduit is specified per the technical specification.

Change 6: On drawing C600, DELETE note 11. See landscape details for topsoil, planting, seeding and sodding scope.

Change 7: Per Detail 13, 14, on Sheet S301 AND Detail 10/S303, for the curved roof overhang framing for the sheathing should add a 2x wood blocking to reduce the span to 2'-0" for the plywood. Structural drawings will be changed with the Issued for Construction set.

Change 8: Delete Drawing Sheet SM-1, Soil Management Plan (dated April 01, 2008) in its entirety and ADD Drawings Sheet SM-1 (dated April 22, 2008).

CHANGES IN BOOK 3 – TECHNICAL SPECIFICATIONS

Change 1: Add Spec Section 07410, Para 2.1 (A) (3, 4, and 5) "Englert Inc; Series C2400 Metal Roofing Panel", "Fabral; Prestige Metal Rooting", "AEPSpan; Span-Lok"

Change 2: Per Spec Section 07410, Add the following:

2.3 B (6) Panel Coverage: 16" wide with concealed anchors.

2.3 B (7) Panel Height: 2-1/2" high and 90 degrees from horizontal.

2" high ribs will also be acceptable.

Contractor is to provide system that meets all other requirements of this specification.

Change 3: Delete Spec Section 07542, part 2.1 (B.1), "Thickness: 60 mils, nominal". Add Spec Section 07542, part 2.1 (B.1), "Thickness: 80 mils, nominal"

Change 4: Delete Spec Section 02940, part 1.3 (G), and part 2.2. No Root Barrier required.

Change 5: Delete Spec Section 15741 - Water Source Heat Pump (dated April 01, 2008) in its entirety and ADD Spec Section 15741 – Water to Water Heat Pump (dated April 25, 2008)

Change 6: Delete Spec Section 15950 - Direct Digital Controls (dated April 01, 2008) in its entirety and ADD Spec Section 15950 (dated April 25, 2008)

Change 7: Delete Spec Section 15990 - Testing, Adjusting & Balancing (dated April 01, 2008) in its entirety and ADD Spec Section 15990 (dated April 25, 2008)

Change 8: Delete Spec Section 15745 - Water Source Heat Pumps & Geothermal Well System (dated April 01, 2008) in its entirety.

Change 9: Add Spec Section 15747 – Geothermal Loop field Design/Build Parameters for a Closed Circuit Vertical Heat Exchanger (VHE) (dated April 25, 2008). The intent of the documents is for the geothermal system to be design/build. Information contained on the documents is the "basis of design". Contractor is to provide system that meets Specification Section 15747 (dated April 25, 2008).

Change 10: Delete Spec Section 05120, Para. 1.6A "Category CASE" and Add Spec Section 05120, Para. 1.6A "Category CSE"

Change 11: Delete Spec Section 05120, Para. 1.6B "Category Cbd" and Add Spec Section 05120, Para. 1.6B "Category STD"

Change 12: Delete Spec Section 08331, part 2.1 (A.2) "Provide insulated slats with manufacturer's standard interior to exterior thermal break or with continuous gaskets between slats".

Change 13: Add Spec Section 08331, part 2.6 (A.1.g) "Cookson Door Company"

Change 14: Delete Spec Section 09642, Para. 2.3 (A) "Tongue and Groove"

Change 15: Delete Spec Section 09642, Para. 2.3 (B.3) "Sleeper Anchors: Manufacturer's standard, but not less than steel drive pins recommended by anchor manufacturer to achieve minimum 900-lbf pullout strength."
Note: System to be a floating wood floor. The sleepers are attached to the plywood only and no the concrete floor.

Change 16: Delete Spec Section 09642, Para. 2.3 (B.5) " Asphalt Mastic: ASTM D 312, Type I, cold-applied dead-level asphalt or Type III, hot-applied steep asphalt, as recommended in writing by manufacturer."

Change 17: Delete Spec Section 09642, Para. 3.3 (F.3), "Anchor predrilled sleepers through resilient pads."

Change 18: Delete Spec Section 02064 – Soil Handling and Management (dated April 01, 2008) in its entirety and ADD Spec Section 02064 (dated April 25, 2008)

THE FOLLOWING ARE CLARIFICATIONS TO THE CONTRACT DOCUMENTS

Change 1: The Luminaire Schedule on Sheet E002 listing Manufacturer and Catalog No., is intended as a basis of design for products that can be provided by other manufacturers as described in Spec Section 16511 "Interior Lighting" and 16521 "Exterior Lighting", Para 2.1 (A) – Manufacturers. **Alternate products are acceptable subject to compliance with specified requirements.**

Change 2: The Manufacturers listed in Spec Section 07410, Para 2.1 (A1-5) are intended as a basis of design for products that can be provided by other manufacturers. **Alternate products are acceptable subject to compliance with specified requirements.**

Change 3: To allow the construction to proceed immediately after the NOTICE TO PROCEED, it is recommended a "Foundation Only Permit" be obtained in addition to the building permit. The contractor must submit shop drawings for the Load Bearing Precast, in addition to all other items required by the Building Dept.

Change 4: The geothermal field and vault location should follow the suggested layout shown on Mechanical Drawing Sheet M301A, not Civil (C400) and Architectural drawing (A100).

Change 5: Per Section 03450, 1.6A, Installer Qualifications – An erector who does not have Category S2 certification will be acceptable, provided they have a minimum of 3 years experience working on similar projects.

Change 6: Drawing S001 Structural Notes: Excavation Note #6.A should read as follows:
6. Prepare the existing subgrade that underlies the slab-on-grade as follows:
A. Remove all topsoil, organic fill, concrete, asphalt & miscellaneous unsuitable fills.

Change 7: The height for the overhead coiling grille doors 125.2 and 130.2, inside the toilet rooms to be 9'-0" high. The hood is located above the drywall ceiling. Refer to plan detail #10, and section detail #9 on Sheet A502.

Change 8: There are NO Fire **sprinkler pipes included** in this project.

QUESTIONS AND ANSWERS

Q1: Would you be able to tell me if the Taylor Lauridsen Park and Fieldhouse project includes signage?

A1: The scope of signage on the project is limited to life safety only.

END OF ADDENDUM NO.1

From: Janice Meeks
To: Janice Meeks
Date: 4/25/2008 4:09 PM
Subject: Addendum no. 1 Contract# 1469 Taylor-Lauridsen Park and Fieldhouse
Attachments: 1469- Addendum 1 Taylor-Lauridsen April 25 2008.pdf; 1469-Book 3A Commissi on Requirements Overview.pdf; 1469-Drawing Sheet SM-1 Addendum 1.pdf; 1469-Section 02064 Addendum 1.pdf; 1469-Section 15741 Addendum 1.pdf; 1469-Secti on 15747 Addendum 1.pdf; 1469-Section 15950 Addendum 1.pdf; 1469-Section 15 990 Addendum 1.pdf

Dear Pre-Qualified Plan Holder's for Taylor-Lauridsen Park and Fieldhouse:

NOTICE OF CHANGES IN CONTRACT DOCUMENTS
Attached please find Addendum no.1

Janice Meeks
Contract Officer
Public Building Commission
Tel: 312.744.7240
Fax: 312.744.3572

Subject: Addendum no. 1 Contract# 1469 Taylor-Lauridsen Park and Fieldhouse
Created By: janicemeeks@cityofchicago.org
Scheduled Date:
Creation Date: 4/25/2008 4:09 PM
From: Janice Meeks

Recipient	Action	Date & Time	Comment
BC: Arba Houlden (info)	Transferred	4/25/2008 4:09 PM	
BC: bcunewera@ameritech.net (bcunewera)	Transferred	4/25/2008 4:09 PM	
BC: Ben Campney (pb00069)	Read	4/30/2008 3:51 PM	
BC: bzitek@fhpaschen.com (bzitek)	Transferred	4/25/2008 4:09 PM	
BC: cclark@cushingco.com (cclark)	Transferred	4/25/2008 4:09 PM	
BC: chambers203@sbcglobal.net (chambers203)	Transferred	4/25/2008 4:09 PM	
BC: Deborah Burton (PB00157)	Read	4/25/2008 4:09 PM	
BC: dlombard@lombardcompany.com (dlombard)	Transferred	4/25/2008 4:09 PM	
BC: ellie_krieter@mcgraw-hill.com (ellie_krieter)	Transferred	4/25/2008 4:09 PM	
BC: fwcchicago@aol.com (fwcchicago)	Transferred	4/25/2008 4:09 PM	
BC: ghalik@boothhansen.com (GHalik)	Transferred	4/25/2008 4:09 PM	
BC: hwhiteurst@jenkinsconstruction.com (hwhiteurst)	Transferred	4/25/2008 4:09 PM	
To: Janice Meeks (PB00109)	Read	4/25/2008 4:15 PM	
BC: jarchie@cul-chicago.org (jarchie)	Transferred	4/25/2008 4:09 PM	
BC: jgirzadas@burlingbuilders.com (jgirzadas)	Transferred	4/25/2008 4:09 PM	
BC: KLajeune@boothhansen.com (KLajeune)	Transferred	4/25/2008 4:09 PM	
BC: marc@reyesgroup.com (marc)	Transferred	4/25/2008 4:09 PM	
BC: marva.young@reedbusiness.com (marva.young)	Transferred	4/25/2008 4:09 PM	
BC: mikhigns@jbconstructionco.com (mikhigns)	Transferred	4/25/2008 4:09 PM	
BC: omar.aaca@hotmail.com (omar.aaca)	Transferred	4/25/2008 4:09 PM	
BC: Paul (pcerpa)	Transferred	4/25/2008 4:09 PM	
BC: randrade@latinamericanchamberofcommerce.com (randrade)	Transferred	4/25/2008 4:09 PM	
BC: robert.ochi@parsons.com (Robert.Ochi)	Transferred	4/25/2008 4:09 PM	
BC: Smatz@bickerdike.org (smatz)	Transferred	4/25/2008 4:09 PM	
BC: sperkins@jenkinsconstruction.com (sperkins)	Transferred	4/25/2008 4:09 PM	
BC: tberry@fhpaschen.com (TBerry)	Transferred	4/25/2008 4:09 PM	
BC: Timothy McHugh (PB00156)	Read	4/25/2008 4:21 PM	

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 1 TO CONTRACT NO. 1469

Taylor-Lauridsen Park and Fieldhouse
For
New Construction

DATE: Friday, April 25, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

Change 1: Rescheduled Bid Opening date, and time: **Friday, May 2, 2008 at 1:00PM**

Change 2: Article II, section A. ADD 18. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the Fuller Park and New City Community Areas as designated by the Executive Director, Public Building Commission of Chicago.

Change 3: In Book 1, Project Information, **replace** item **AA. Licensing** to read as follows:
In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its **(Class B)** General Contractor License issued by the Department of Buildings of the City of Chicago.

Change 4: Replace **Article III Instructions For Bidders, Section G. Bid Deposit: Time Period** in its entirety with the following

G. Bid Deposit

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

Change 5: Replace **Article III Instructions For Bidders, Section X. Award Of Contract; Rejection of Bids** in its entirety with the following

X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Thursday, May 15, 2008 and that the bid may not be withdrawn within that period.
3. The Bidder to whom the award is made will be notified in writing as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

CHANGES IN BID DOCUMENTS

Change 1: ADD "Commissioning Requirements Overview" document.

CHANGES TO DRAWINGS – (Changes to be shown on Issued for Construction Documents)

Change 1: Delete "Root Barrier" in its entirety from the assembly of the Type III vegetated roof over the trellis. Reference details #3, 5, 7 on Sheet A513 and Detail #1 & 2 on Sheet A454.

Change 2: On drawing E001 (dated March 11, 2008) Delete Note 33 in its entirety. Add new note 33 as follows: A complete raceway and wiring system is required. Contractor to provide 4"x4"x2-1/8" deep junction boxes with single gang drywall ring opening, mounted flush horizontally in walls. Contractor is to provide 1" conduit with CAT 6 wiring to all necessary data/phone/CATV outlets.

Change 3: Delete concrete slab pour joint shown on Detail 5/S201. The thickened concrete slab for the radiant floor tubing located at the perimeter of the Clubrooms and the Toilet rooms shall be constructed as a single pour.

Change 4: Add two (2) Cable TV outlets on both sides of the wall separating Fitness Room 137 and Clubroom 142 at approximately 48". (See drawing E201). Relocate north-most duplex outlet on this wall (octs. 26, 37) to this location as well, mounting height also 48".

Change 5: On drawing E201, Electrical Note#3, Add the following: Provide 1,000 linear feet of underground tele/data and CATV routing conduit. The type of conduit is specified per the technical specification.

Change 6: On drawing C600, DELETE note 11. See landscape details for topsoil, planting, seeding and sodding scope.

Change 7: Per Detail 13, 14, on Sheet S301 AND Detail 10/S303, for the curved roof overhang framing for the sheathing should add a 2x wood blocking to reduce the span to 2'-0" for the plywood. Structural drawings will be changed with the Issued for Construction set.

Change 8: Delete Drawing Sheet SM-1, Soil Management Plan (dated April 01, 2008) in its entirety and ADD Drawings Sheet SM-1 (dated April 22, 2008).

CHANGES IN BOOK 3 – TECHNICAL SPECIFICATIONS

Change 1: Add Spec Section 07410, Para 2.1 (A) (3, 4, and 5) "Englert Inc; Series C2400 Metal Roofing Panel", "Fabral; Prestige Metal Rooting", "AEPSpan; Span-Lok"

Change 2: Delete Spec Section 07542, part 2.1 (B.1), "Thickness: 60 mils, nominal". Add Spec Section 07542, part 2.1 (B.1), "Thickness: 80 mils, nominal"

Change 3: Delete Spec Section 02940, part 1.3 (G), and part 2.2. No Root Barrier required.

Change 4: Delete Spec Section 15741 - Water Source Heat Pump (dated April 01, 2008) in its entirety and ADD Spec Section 15741 – Water to Water Heat Pump (dated April 25, 2008)

Change 5: Delete Spec Section 15950 - Direct Digital Controls (dated April 01, 2008) in its entirety and ADD Spec Section 15950 (dated April 25, 2008)

Change 6: Delete Spec Section 15990 - Testing, Adjusting & Balancing (dated April 01, 2008) in its entirety and ADD Spec Section 15990 (dated April 25, 2008)

Change 7: Delete Spec Section 15745 - Water Source Heat Pumps & Geothermal Well System (dated April 01, 2008) in its entirety.

Change 8: Add Spec Section 15747 – Geothermal Loop field Design/Build Parameters for a Closed Circuit Vertical Heat Exchanger (VHE) (dated April 25, 2008). The intent of the documents is for the geothermal system to be design/build. Information contained on the documents is the "basis of design". Contractor is to provide system that meets Specification Section 15747 (dated April 25, 2008).

Change 9: Delete Spec Section 05120, Para. 1.6A "Category CASE" and Add Spec Section 05120, Para. 1.6A "Category CSE"

Change 10: Delete Spec Section 05120, Para. 1.6B "Category Cbd" and Add Spec Section 05120, Para. 1.6B "Category STD"

Change 11: Delete Spec Section 08331, part 2.1 (A.2) "Provide insulated slats with manufacturer's standard interior to exterior thermal break or with continuous gaskets between slats".

Change 12: Add Spec Section 08331, part 2.6 (A.1.g) "Cookson Door Company"

Change 13: Delete Spec Section 09642, Para. 2.3 (A) "Tongue and Groove"

Change 14: Delete Spec Section 09642, Para. 2.3 (B.3) "Sleeper Anchors: Manufacturer's standard, but not less than steel drive pins recommended by anchor manufacturer to achieve minimum 900–lbf pullout strength."
Note: System to be a floating wood floor. The sleepers are attached to the plywood only and no the concrete floor.

Change 15: Delete Spec Section 09642, Para. 2.3 (B.5) " Asphalt Mastic: ASTM D 312, Type I, cold-applied dead-level asphalt or Type III, hot-applied steep asphalt, as recommended in writing by manufacturer."

Change 16: Delete Spec Section 09642, Para. 3.3 (F.3), "Anchor predrilled sleepers through resilient pads."

Change 17: Delete Spec Section 02064 – Soil Handling and Management (dated April 01, 2008) in its entirety and ADD Spec Section 02064 (dated April 25, 2008)

THE FOLLOWING ARE CLARIFICATIONS TO THE CONTRACT DOCUMENTS

Change 1: The Luminaire Schedule on Sheet E002 listing Manufacturer and Catalog No., is intended as a basis of design for products that can be provided by other manufacturers as described in Spec Section 16511 "Interior Lighting" and 16521 "Exterior Lighting", Para 2.1 (A) – Manufacturers. Comparable products are subject to compliance requirements with the basis of design.

Change 2: Per Spec Section 07410, The Basis of Design as specified per the manufacturer of the Zip-Rib System for the curved standing seam metal roof panels are as follows:

2.3 B (6) Panel Coverage: 16" wide with concealed anchors.

2.3 B (7) Panel Height: 2-1/2" high and 90 degrees from horizontal.

Contractor is to provide system that meets the specification.

Change 3: The Manufacturers listed in Spec Section 07410, Para 2.1 (A1-5) are intended as a basis of design for products that can be provided by other manufacturers. Comparable products are subject to compliance requirements with the basis of design.

Change 4: To allow the construction to proceed immediately after the NOTICE TO PROCEED, it is recommended a "Foundation Only Permit" be obtained in addition to the building permit. The contractor must submit shop drawings for the Load Bearing Precast, in addition to all other items required by the Building Dept.

Change 5: The geothermal field and vault location should follow the suggested layout shown on Mechanical Drawing Sheet M301A, not Civil (C400) and Architectural drawing (A100).

Change 6: Per Section 03450, 1.6A, Installer Qualifications – An erector who does not have Category S2 certification will be acceptable, provided they have a minimum of 3 years working experience on similar projects.

Change 7: Drawing S001 Structural Notes: Excavation Note #6.A should read as follows:

6. Prepare the existing subgrade that underlies the slab-on-grade as follows:

A. Remove all topsoil, organic fill, concrete, asphalt & miscellaneous unsuitable fills.

Change 8: The height for the overhead coiling grille doors 125.2 and 130.2, inside the toilet rooms to be 9'-0" high. The hood is located above the drywall ceiling. Refer to plan detail #10, and section detail #9 on Sheet A502.

Change 9: There are NO Fire protection systems for this project.

QUESTIONS AND ANSWERS

Q1: Would you be able to tell me if the Taylor Lauridsen Park and Fieldhouse project includes signage?

A1: The scope of signage on the project is limited to life safety only.

END OF ADDENDUM NO.1

From: Janice Meeks
To: Janice Meeks
Date: 4/28/2008 2:46 PM
Subject: Addendum no. 2 Contract 1469 Taylor-Lauridsen Park and Fieldhouse
Attachments: 1469- Addendum 2 Taylor Lauridsen Park April 28 2008.pdf

Dear Pre-Qualified Plan Holder's for Taylor-Lauridsen Park and Fieldhouse:

NOTICE OF CHANGES IN CONTRACT DOCUMENTS
Attached please find Addendum no. 2

Janice Meeks
Contract Officer
Public Building Commission
Tel: 312.744.7240
Fax: 312.744.3572

Subject: Addendum no. 2 Contract 1469 Taylor-Lauridsen Park and Fieldhouse
Created By: janicemeeks@cityofchicago.org
Scheduled Date:
Creation Date: 4/28/2008 2:46 PM
From: Janice Meeks

Recipient	Action	Date & Time	Comment
BC: (bcunewera)	Transferred	4/28/2008 2:47 PM	
BC: (fwcchicago)	Transferred	4/28/2008 2:47 PM	
BC: (jarchie)	Transferred	4/28/2008 2:47 PM	
BC: (omar.aaca)	Transferred	4/28/2008 2:47 PM	
BC: (randrade)	Transferred	4/28/2008 2:47 PM	
BC: (ellie_krieter)	Transferred	4/28/2008 2:47 PM	
BC: (marva.young)	Transferred	4/28/2008 2:47 PM	
BC: (chambers203)	Transferred	4/28/2008 2:47 PM	
BC: Arba Houlden (info)	Transferred	4/28/2008 2:47 PM	
BC: Ben Campney (pb00069)	Read	4/30/2008 4:52 PM	
BC: bzitek@fhpaschen.com (bzitek)	Transferred	4/28/2008 2:47 PM	
BC: cclark@cushingco.com (cclark)	Transferred	4/28/2008 2:47 PM	
BC: Deborah Burton (PB00157)	Delivered	4/28/2008 2:46 PM	
BC: dlombard@lombardcompany.com (dlombard)	Transferred	4/28/2008 2:47 PM	
BC: ghalik@boothhansen.com (GHalik)	Transferred	4/28/2008 2:47 PM	
BC: hwhiteurst@jenkinsconstruction.com (hwhiteurst)	Transferred	4/28/2008 2:47 PM	
To: Janice Meeks (PB00109)	Read	5/1/2008 12:18 PM	
BC: jgirzadas@burlingbuilders.com (jgirzadas)	Transferred	4/28/2008 2:47 PM	
BC: KLajeune@boothhansen.com (KLajeune)	Transferred	4/28/2008 2:47 PM	
BC: marc@reyesgroup.com (marc)	Transferred	4/28/2008 2:47 PM	
BC: mikhigns@jbconstructionco.com (mikhigns)	Transferred	4/28/2008 2:47 PM	
BC: Paul (pcerpa)	Transferred	4/28/2008 2:47 PM	
BC: robert.ochi@parsons.com (Robert.Ochi)	Transferred	4/28/2008 2:47 PM	
BC: Smatz@bickerdike.org (smatz)	Transferred	4/28/2008 2:47 PM	
BC: sperkins@jenkinsconstruction.com (sperkins)	Transferred	4/28/2008 2:47 PM	
BC: tberry@fhpaschen.com (TBerry)	Transferred	4/28/2008 2:47 PM	
BC: Timothy McHugh (PB00156)	Read	4/29/2008 8:42 AM	

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 2 TO CONTRACT NO. 1469

Taylor-Lauridsen Park and Fieldhouse
For
New Construction

DATE: Monday, April 28, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1

Change 1: Replace **Article III Instructions For Bidders, Section G Bid Deposit: Time Period** in its entirety with the following

G. Bid Deposit

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

Change 2: Replace **Article III Instructions For Bidders, Section X. Award Of Contract; Rejection of Bids** in its entirety with the following

X. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Thursday, May 15, 2008 and that the bid may not be withdrawn within that period.

3. The Bidder to whom the award is made will be notified in writing as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

5. Upon award of Contract, the Commission will process the Contract for final execution.

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

END OF ADDENDUM NO. 2

From: Janice Meeks
To: Janice Meeks
Date: 4/30/2008 1:29 PM
Subject: Addendum no. 3 Contract 1469 Taylor-Lauridsen Park and Fieldhouse
Attachments: 1468- Taylor Lauridens Addendum 3 April 30 2008.pdf; 1468- Taylor Lauriden Addendum 3 April 30 2008 section 2300.pdf

To all pre-qualified plan holder's for Taylor-Lauridsen Park and Fieldhouse:

You are hereby notified of the **NOTICE OF CHANGES IN CONTRACT DOCUMENTS**
Attached please find Addendum no.3

Bid opening is scheduled on Friday, May 2, 2008 at 1:00PM

Janice Meeks
Contract Officer
Public Building Commission
Tel: 312.744.7240
Fax: 312.744.3572

Subject: Addendum no. 3 Contract 1469 Taylor-Lauridsen Park and Fieldhouse
Created By: janicemeeks@cityofchicago.org
Scheduled Date:
Creation Date: 4/30/2008 1:29 PM
From: Janice Meeks

Recipient	Action	Date & Time	Comment
BC: (bcunewera)	Transferred	4/30/2008 1:29 PM	
BC: (fwcchicago)	Transferred	4/30/2008 1:29 PM	
BC: (jarchie)	Transferred	4/30/2008 1:29 PM	
BC: (omar.aaca)	Transferred	4/30/2008 1:29 PM	
BC: (randrade)	Transferred	4/30/2008 1:29 PM	
BC: (ellie_krieter)	Transferred	4/30/2008 1:29 PM	
BC: (marva.young)	Transferred	4/30/2008 1:29 PM	
BC: (chambers203)	Transferred	4/30/2008 1:29 PM	
BC: Arba Houlden (info)	Transferred	4/30/2008 1:29 PM	
BC: Ben Campney (pb00069)	Read	4/30/2008 3:50 PM	
BC: bzitek@fhpaschen.com (bzitek)	Transferred	4/30/2008 1:29 PM	
BC: cclark@cushingco.com (cclark)	Transferred	4/30/2008 1:29 PM	
BC: Deborah Burton (PB00157)	Read	4/30/2008 1:57 PM	
BC: dlombard@lombardcompany.com (dlombard)	Transferred	4/30/2008 1:29 PM	
BC: ghalik@boothhansen.com (GHalik)	Transferred	4/30/2008 1:29 PM	
BC: hwhiteurst@jenkinsconstruction.com (hwhiteurst)	Transferred	4/30/2008 1:29 PM	
To: Janice Meeks (PB00109)	Read	4/30/2008 2:14 PM	
BC: jgirzadas@burlingbuilders.com (jgirzadas)	Transferred	4/30/2008 1:29 PM	
BC: KLajeune@boothhansen.com (KLajeune)	Transferred	4/30/2008 1:29 PM	
BC: marc@reyesgroup.com (marc)	Transferred	4/30/2008 1:29 PM	
BC: mikhigns@jbconstructionco.com (mikhigns)	Transferred	4/30/2008 1:29 PM	
BC: Paul (pcerpa)	Transferred	4/30/2008 1:29 PM	
BC: robert.ochi@parsons.com (Robert.Ochi)	Transferred	4/30/2008 1:29 PM	
BC: Smatz@bickerdike.org (smatz)	Transferred	4/30/2008 1:29 PM	
BC: sperkins@jenkinsconstruction.com (sperkins)	Transferred	4/30/2008 1:29 PM	
BC: tberry@fhpaschen.com (TBerry)	Transferred	4/30/2008 1:29 PM	
BC: Timothy McHugh (PB00156)	Read	4/30/2008 1:33 PM	

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 3 TO CONTRACT NO. 1469

Taylor-Lauridsen Park and Fieldhouse
For
New Construction

DATE: April 30, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 3 – TECHINICAL SPECIFICATION

Change 1: Per Specification Section 02064, part 3, DELETE (a) in its entirety and replace with the following:

a. Place and compact structural fill consisting of CA-6 stone in 8-inch loose lifts below proposed footing. All backfill placement and compaction should be performed in accordance with specification section 02300 EARTHWORK.

Change 2: Per Specification Section 02064, part 3, DELETE (b) in its entirety and replace with the following:

b. Suitable on-site materials could be re-used as backfill at depths greater than 3 feet below the concrete slab. Contractor shall refer to specification section 02300.

Change 3: DELETE Specification Section 02300 EARTHWORK (dated April 1, 2008) in its entirety.

Change 4: ADD Specification Section 02300 EARTHWORK (dated April 30, 2008). The section is attached to this Addendum.

ATTACHMENTS: Specification Section 02300 EARTHWORK (dated April 30, 2008)

END OF ADDENDUM No.3

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches within building lines.
6. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Comply with requirements of the Geotechnical Report.

1.3 DEFINTIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed over the subbase course.

C. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

D. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

E. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations as directed by Architect. Additional excavation and replacement material will be **paid for according to provisions of the Site Work Allowance in Book 1.**
2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm).

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Layer placed between the subgrade and base course.

J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Each type of plastic warning tape.
2. Drainage fabric.
3. Separation fabric.

B. Samples: For the following :

1. 30-lb (14-kg) samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources.
2. 12-by-12-inch (300-by-300-mm) sample of drainage fabric.
3. 12-by-12-inch (300-by-300-mm) sample of separation fabric.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
3. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIAL

A. General Fill: Provide soil materials that are free of debris, waste, frozen materials, vegetable, organic and other deleterious matter and having maximum particle size of 2" in all dimensions.

B. Underbed Material: Naturally or artificially graded mixture of natural or crushed stone or gravel conforming to State of Illinois, Department of Transportation Specifications for Gradation CA 8.

C. Use Contractor supplied off-site material except that general fill may be from excavation if found acceptable by the Owner's testing service. Provide all materials required to complete the Work in the Contract.

D. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

E. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve. **Engineered fill shall conform to State of Illinois, Department of Transportation Gradation CA 6.**

G.. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

H. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.

J. **Free Draining Structural Fill: Open Grade Stone that conforms to State of Illinois, Department of Transportation Gradation CA1.**

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

C. Drainage Fabric, if required: Non-woven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
3. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
4. Water Flow Rate: 150 gpm per sq. ft. (100 l/s per sq. m); ASTM D 4491.
5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.

D. Separation Fabric, if required: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
2. Tear Strength: 75 lbf (333 N); ASTM D 4533.
3. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.
4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Rock excavation will be paid for according to Contract provisions for changes in the Work.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
   a. Intermittent drilling; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock.
   a. Do not excavate rock until it has been classified and cross-sectioned by Engineer.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended for bearing surface.

3.6 APPROVAL OF SUBGRADE

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Additional excavation and replacement material will be paid for according to provisions of the Site Work Allowance in Book 1.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.10 FILL

A. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use **General Fill.**
2. Under walks and pavements, use **Engineered Fill.**
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.11 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil to 95 percent of Modified Proctor (ASTM D 1557) maximum density at optimum moisture content.

1. **Under structures, buildings slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.**

D. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
2. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Walks: Plus or minus 1 inch (25 mm).
3. Pavements: Plus or minus 1/2 inch (13 mm).

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.14 SUBSURFACE DRAINAGE

A. Drainage Piping: Drainage pipe is specified in Division 2 Section 02620, "Subdrainage."

B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch (150-mm) course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches (300 mm) of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches (150 mm).

1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.

C. Drainage Backfill: Place and compact filter material over subsurface drain, in a 2-foot wide section, to within 12 inches (300 mm) of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches (150 mm).

1. Compact each course of filter material to 95 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.15 SUBBASE AND BASE COURSES

A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends, if required.

B. Under pavements and walks, place subbase course on separation fabric, if required, according to fabric manufacturer's written instructions and as follows:

C. Under pavements and walks, place subbase course on prepared subgrade and as follows:

1. Place base course material over subbase.
2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
3. Shape subbase and base to required crown elevations and cross-slope grades.
4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
5. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.
6. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.16 DRAINAGE COURSE

A. **Free Draining Structural Fill may be used as structural fill where wet conditions are present, placed to a maximum elevation one(1) foot above water level. The stone should be placed in 12" lifts, compacted using onsite equipment, and capped with Engineered Fill.**

B. Under slabs-on-grade, install drainage fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

C. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:

1. **Place drainage course to required thickness and compact to 80% relative density for free-draining cohesionless soils as per ASTM D4253 and D4254.**

2. When compacted thickness of drainage course is 6 inches (150 mm) or less, place materials in a single layer.
3. When compacted thickness of drainage course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

3.17 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design-bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

D. Testing agency will test compaction of soils in place according to applicable ASTM standards. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet (30 m) or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it in a licensed/permitted Subtitle D landfill.

B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste material, including surplus satisfactory soil, unsatisfactory soil, trash, and debris, and legally dispose of it in a licensed/permitted Subtitle D landfill, at the Contractor's expense.

END OF SECTION 02300