Contractor: FREDRICKSON KRT, INC.
Address: 233 S. WACKER DR #5430
City/State/Zip: CHICAGO, IL 60606
Phone Number: (312) 875-9244
Fax Number: (312) 875-2166

TO BE EXECUTED IN DUPLICATE

BOOK 2:
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS

CONTRACT NO. #1287

Portage Park Senior Satellite Center
Building Construction
4100 N. Long Avenue Chicago IL
Project # DOA-02

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Richard M. Daley
Chairman

Kevin Gujral
Interim Executive Director

Room 200
Richard J. Daley Center
66 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 the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts" dated March 18, 2002 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

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DOCUMENT SUBMITTAL CHECKLIST

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

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

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

1. X Financial Statement
2. X Disclosure Affidavit
3. X Affidavit of Local Business, including business license
4. X Statement of Bidder's Qualifications

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

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

I. PROJECT INFORMATION

A. General Project Information

The following specifications supplement Part IV. "Additional Documents to be Executed" and Part V. "Instructions to Bidders."

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

Portage Park Senior Satellite Center
Building Construction
4100 N. Long Avenue
Project #DOA-02

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

   a) As described in the specifications the project consist of the **construction of one 6,220 square foot facility, to be used by senior citizens for recreational, fitness, educational and other community activities.**

   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. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: City of Chicago, Department of Aging**

4. **Commission's Representative's Name, Address, and Phone Number: John Schneider Louik/Schneider & Associates, 54 West Hubbard, Suite 210 Chicago IL 60610, 312-828-9222**

5. **Architect's Name, Address, and Phone Number: Luis Collado, STL Architects, Inc., 401 N. Wabash, Suite 623 Chicago IL 60611, 312-644-9850**

6. **Commission's Project Manager: Kathy Brown 312-744-2800**

7. **Ward: 38**

8. **City Funded?: Yes**

9. **Do Bidders need to be Pre-Qualified? (see Part V.D. "Pre-Qualification of Bidders" for details): Yes**

10. **Inspection of Site**

    In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through **STL Architect.**

11. **Documents Available from: Best Photo, 20 E. Randolph, Mezzanine Level, Chicago IL 60601, 312.357.9050**

12. **Pre-Bid Meeting Date, Time, and Location:** Monday, August 5, 2002 at 10:00 a.m. in the 2nd Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602

13. **Bid Opening Date and Time:** Tuesday, September 10, 2002 at 10:00 a.m.

14. **Amount of Bid Deposit: $100,000.00**

15. **Administrative Fee:** $5,000.00

16. **Amount of Contingency Fund: $148,000.00**

17. **Document Deposit: none for the first two sets**

18. **Cost for Additional Documents (per set):** $100.00

19. **Award of Contract**

    Attention is called to Part V.Z. "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.

B. **Time of Completion**

The Work shall be completed within **One Hundred Ninety (190)** Days upon issuance of the Notice to Proceed.

C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund shall be included in the amount specified above in Part I.A. for the exclusive use of the Commission at its sole discretion. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Contingency Fund shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

D. Time of Completion of Punch List Work

All final Punch List work shall be prosecuted expeditiously and completed, in total, within thirty (30) Days of the date of transmittal to the Contractor.

E. Copies of Drawings and Specifications Furnished

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

F. 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 shall be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said Work shall 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 shall neglect, fail or refuse 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

Completion of the Work	$1,000.00 per Day
Completion of Punch List Work	$200.00 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 time stipulated in the Contract for completing the Work and/or the Punch List Work.

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. 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.

4. Completion of the Work, for the purposes of this section only, shall occur upon Substantial Completion of all of the Work required by the Contract Documents. Completion of Punch List Work, for the purposes of this section only, shall occur upon the Architect's acceptance of Punch List Work.

G. Insurance Requirements

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

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 $100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

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

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 $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any architects, engineers, EDP, Data Processing 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. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. ***This requirement only applies if architects, engineers Program Managers or other professional consultants are performing work.***

5) Valuable Papers

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

6) Property

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

B. Additional Requirements

The Contractor must furnish the Public Building Commission Department of Procurement, 50 W. Washington, 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 the coverages have an expiration or renewal date occurring during the term of

this Contract. The Contractor must submit evidence of insurance to the Public Building Commission upon Contract award. The receipt of any certificate does not constitute agreement by the Public Building 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 Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve
Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives.

The coverages 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 do not contribute with insurance provided by the Contractor under the Contract.

C. *Insurance To Be Provided By the Commission*

1. Builder's Risk

a) The Commission is providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a $5,000.00 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to $5,000.00 and for the first $5,000.00 for any loss with exceeds $5,000.00 and is covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the Base Contract Price.

b) Exclusions: The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance that Contractor may require on such equipment.

H. Notices

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

1. If to the Commission, notices must be addressed to the attention of the **Kathy Brown** with copies to: **John Schneider with Louik/Schneider & Associates**

2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **John Schneider with Louik/Schneider & Associates** and the Contractor's Bonding Company

I. Prevailing Wage Rates

Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

J. Community Hiring Incentives

This Contract is subject to community hiring incentives. See Part III "Basis of Award (Award Criteria)" for details.

K. Contractor's Project Manager

Contractor's full-time Project Manager is not required at the Site.

II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1287 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here) #1, #2, #3

_____

_____, c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), and e) Plans and Drawings.

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all 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. It is stipulated that said Base Contract Price includes a Contingency Fund as specified in Part I. "Project Information."

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 I "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 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. 1287

	DIVISION	$ AMOUNT
Sitework	2	39,250
Concrete	3	55,000
Masonry	4	145,000
Steel	5	94,000
Carpentry	6	~~43,520~~ 32,920.00 9/21/02
Roofing/Waterproofing/Sealants	7	94,000
Doors & Windows	8	41,318
Finishes	9	96,000
Specialty Items	10	14,000
Equipment	11	10,000
Furnishings	12	N/A
Special Construction	13	N/A
Vertical Transportation	14	N/A
Mechanical	15	208,576
Electrical	16	117,209
Winter Conditions		Ø
General Conditions		130,000
Fee		63,464
SUB-TOTAL		~~1,198,254~~ 1,140,739.00 9/21/02
Commission's Contingency Fund		$148,000.00
TOTAL BASE BID		~~1,346,254~~ 1288,739.00 9/21/02

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula): ONE MILLION TWO HUNDRED NINETY ONE THOUSAND FIFTY SEVEN DOLLARS AND SIXTY CENTS dollars

($ ~~1,291,057.60~~ 1,235,900.70)

ONE Million Two Hundred thirty five Thousand Nine Hundred Dollars and Seventy cents. 9/21/02

ALTERNATES (if any):

Accepted by the Commission Yes	Accepted by the Commission No	Alternate Description	Proposed Alternate Price
☐	☑	Alternate#1 – add, new incoming electrical service including transformer. Refer to sketch SK-P.E01	$ 6,999.00
☐	☑	Alternate #2 – add, per foot pricing for 8" ductile iron pipe with trenching & backfill plus 8" involved water meter with RPZ and hot box connection at Berteau	$ 120.00
☐	☑	Alternate #3 – add, for cleaning and tuck pointing of existing (3) three freestanding walls north side of building	$ 8,800.00
☐	☑	Alternate #4 – add, for doorbell, intercom, electric vertical rod exit device and electrical hinge, remote door release on door 100 activated by door release in 103 near reception desk.	$ 6,300.00
☐	☑	Alternate #5 – add, for 5 access panels in gyp board ceilings. Refer to sheet P.A2-2 and spec section 080311	$ 975.00
☐	☑	Alternate #6a – deduct, for elimination of sprinkler system and fire pump.	$ 35,000.00
☐	☑	Alternate #6b – add, spray-applied fireproofing to exposed or exposed portions of steel columns	$ 2,500.00
☐	☑	Alternate #7 – deduct, for elimination of exterior in ground lighting	$ 9,386.00
☐	☑	Alternate #8 – deduct, for replacing terrazzo floor finish with seamless sheet vinyl in Pantry 107. Refer to spec section 09652	$ 3,600.00
☐	☑	Alternate #9a – deduct, to remove exterior plaster soffit finish.	$ 12,000.00
☐	☑	Alternate #9b – add, to replace with prefinished vented aluminum panels. Refer to drawings and to new specs section 07420.	$ 9,646.00

BASE CONTRACT PRICE (to be completed by the Commission):

ONE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED THIRTY NINE. 00/100 dollars

($ 1,288,739.00)

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)

FREDRICKSON KRS, INC.
Contractor Name

233 S. WACKER DR #5430
Address CHICAGO, IL 60606

If a Corporation:

By _____

President
Title of Signatory

ATTEST:
By _____

Secretary
Title

CORPORATE SEAL

If a Partnership:

_____ Partner — _____ Address

_____ Partner — _____ Address

_____ Partner — _____ Address

If a Sole Proprietorship:

_____
Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 10 day of SEPTEMBER, 2002

Margaret E. Hanesworth (SEAL)
Notary Public Signature
Commission Expires: 4/28/03

OFFICIAL SEAL
MARGARET E HANESWORTH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/28/03

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

FREDRICKSON KRJ, 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 2/18, 2002, 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 SEPTEMBER 10, 2002 to the Public Building Commission of Chicago, for Contract No. 1287 of said Commission, for the sum of ~~ONE MILLION THREE HUNDRED FORTY SIX THOUSAND TWO HUNDRED FIFTY FOUR~~ ($ ~~1,346,254.00~~); $1,288,739.00 jm
ONE MILLION TWO Hundred Eighty Eight THOUSAND Seven Hundred THIRTY NINE DOLLARS. jm
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: + CEO — JOHN SMARZ
Vice President: + COO — BENNIE MILES
Secretary: + CHAIRMAN — DAN HANEWORTH
Treasurer: + SR. VP/CONTROLLER — WILLIAM CHILDS
Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 10 day of SEPTEMBER, 2002

WE Childs
~~Secretary~~ SR. V.P. & CONTROLLER

I. 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

Line 1.	Base Bid, in figures	~~1,346,854~~ 1,288,739.00
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)	.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	~~26,925.08~~ 25,774.78
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)	.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	~~20,193.81~~ 19,331.09
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	~~6,731.27~~ 4,443.70
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0
Line 10.	Percentage of total Apprentice hours that the Contractor	0

	proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	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)	.10
Line 13.	Multiply Line 12 by Line 1 by 0.01	~~1,346.25~~ 1,288.74 gm
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	~~55,196.41~~ 52,838.30 gm
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	~~1,291,057.60~~ 1,235,900.70 gm

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): $ ~~1,291,057.60~~ 1,235,900.70 gm

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 III.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 III "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 Ward in which the Site is located.

"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 – seventeen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 0.1793}}{100}$$

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 – sixteen and ninety three hundredths cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 0.1693}}{100}$$

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 – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 0.1493}}{100}$$

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.

3. 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.

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

$$\frac{\text{Line 1 x 0.1793}}{100}$$

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 – sixteen and ninety three hundredths cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 0.1693}}{100}$$

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 – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 0.1493}}{100}$$

Each one (1%) percent deficiency toward the goal for minority 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
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers
Lathers
Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
ELECTRICAL	15%
GLAZING	20%
TUCKPOINTING	25%
METAL	20%
PAINTING	15%
HVAC	20%
PLUMBING	20%
CARPENTERS	30%

DRYWALL	30%
EXCAVATION	10%
DEMOLITION	10%

N/A

B. Unit Prices

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

	TYPE OF WORK	$ AMOUNT	UNIT(S)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

JOHN SMART, being first duly sworn, deposes and says that:

(1) He/She is PRESIDENT + CEO
(Owner, Partner, Officer, Representative or Agent) of
FREDRICKSON KRS, 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)
PRESIDENT + CEO
(Title)
Subscribed and sworn to before me this 10 day of SEPTEMBER 20 02

Margaret E. Hanesworth
(Title)
My Commission expires:

OFFICIAL SEAL
MARGARET E HANESWORTH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/28/03

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

SCHEDULE B - Joint Venture Affidavit N/A
(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 _____

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) N/A

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

   A. Financial decisions

   _____

   B. Management decisions such as:

      1) Estimating

      _____

      2) Marketing and Sales

      _____

      3) Hiring and firing of management personnel

      _____

      4) Other

      _____

   C. Purchasing of major items or supplies

   _____

   D. Supervision of field operations

   _____

   E. Supervision of office personnel

   _____

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

   _____

   _____

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

   _____

   _____

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

    _____

    _____

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

SCHEDULE B - Joint Venture Affidavit (3 of 3) N/A

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

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

_____ Name of Joint Venturer	_____ Name of Joint Venturer
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date
State of _____ County of_____	State of _____ County of_____
On this _____ day of _____, 20____, before me appeared (Name) _____, 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.	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	_____ Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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: PORTAGE PARK SENIOR SATELLITE CENTER

Project Number: 1287

FROM:

REYES GROUP LTD. MBE ✓ WBE _____
(Name of MBE or WBE)

TO:

FREDERICKSON/KRS, INC. and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 01-24-02. 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.

CONCRETE WORK

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

$55,000.00 (FIFTY THOUSAND & 00/100)
30 DAY TERMS

RECD SEP 12 2002 RV

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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:

REYES GROUP LTD.
Name of MBE/WBE Firm (Print)

Marcos E. Reyes
Signature

09-11-02
Date

MARCOS E. REYES
Name (Print)

708-596-7100
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___

RECD SEP 12 2002 MV

City of Chicago
Richard M. Daley, Mayor

Department of Purchases,
Contracts and Supplies

David E. Maloof
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

http://www.cityofchicago.org

Marcos G. Reyes, President
Reyes Group, Ltd.
14445 South California Avenue
Posen, Illinois 60469

Re: **1st ANNIVERSARY CERTIFICATION**
Certification Effective: January 24, 2002
Certification Expires: January 31, 2007
Annual Affidavit Certificate Expires: January 31, 2003

Dear Mr. Reyes:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **Reyes Group, Ltd.'s** certification is required by **January 31, 2003.**

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development 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 be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Concrete and Masonry Contractor;
Sewer and Drain Contractor;
Construction Management

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

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

Very truly yours,

Paul M. Cohen
Deputy Procurement Officer

PMC/emc

RECD SEP 12 2002 PW

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

PUBLIC BUILDING COMMISSION OF CHICAGO

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

SCHEDULE C AND THE BACKUP MUST BE SUBMITTED WITH YOUR BID

Name of Project PORTAGE PARK SENIOR SATELLITE CENTER.

Contract Number
Project Number

FROM:

ROMERO STEEL COMPANY, INC. MBE ✓ WBE _____
(Name of MBE or WBE)

TO:

FREDRICKSON KRJ., INC. and Public Building Commission of Chicago
(Name of Prime or 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 NOV. 16, 2001. 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 FABRICATED STRUCTURAL STEEL AND INSTALL SAME.

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

$ 94,000.00

RECD SEP 12 2002 MV

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1286

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:

ERECTION - CONTRACT NOT LET YET.

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:

ROMERO STEEL CO., INC.
Name of MBE/WBE Firm (Print)

09-11-02
Date

708-216-0001
Phone

Signature

JOSE G. ROMERO SR.
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

RECD SEP 12 2002 NV

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

http://www.cityofchicago.org

Jose G. Romero, President
Romero Steel Company, Inc.
1300 West Main Street
Melrose Park, Illinois 60160

Re: **1st ANNIVERSARY CERTIFICATION**

Certification Effective:	November 16, 2001
Certification Expires:	May 31, 2007
Annual Affidavit Certificate Expires:	November 30, 2002

Dear Mr. Romero:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Romero Steel Company, Inc.'s certification is required by November 30, 2002.

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development 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 be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Structural Steel and Miscellaneous Iron Fabrication; Welding; Ornamental Iron Work

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

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

Very truly yours,

Paul M. Cohen
Deputy Procurement Officer

PMC/emc

ROMERO STEEL CO., INC.

NOV 3 0 2001

RECEIVED

RECD SEP 12 2002 MV

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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: Portage Park Senior Satellite Centers

Project Number: _____

FROM:

Valor Power, Light & Communications, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Fredrickson/KRJ Inc. and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 6, 2001. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
$117,209.00 Net. 30 days.

RECD SEP 12 2002 NV

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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:

Valor Power, Light & Comm., Inc.
Name of MBE/WBE Firm (Print)

September 10,2002
Date

(708) 452-6900
Phone

Signature

Martin Loredo, Jr. Vice President/C.O.O.
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

REC'D SEP 12 2002

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

http://www.cityofchicago.org

Elvira Loredo, President
Valor Power, & Communications, Inc.
8535 West Grand Avenue
River Grove, Illinois 60171

Re: **1st ANNIVERSARY CERTIFICATION**

Certification Effective:	November 6, 2001
Certification Expires:	May 31, 2007
Annual Affidavit Certificate Expires:	November 30, 2002

Dear Ms. Loredo:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **Valor Power, Light & Communications, Inc.'s** certification is required by **November 30, 2002.**

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development 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 be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Electrical Contractor; Communications Cabling

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

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

Very truly yours,

Paul M. Cohen
Deputy Procurement Officer

PMC/emc

RECD SEP 12 2002

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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: PORTAGE PARK SEN. SAT.

Project Number: _____

FROM:

SYNERGY MECHANICAL, INC. MBE ✓ WBE _____
(Name of MBE or WBE)

TO:

KRJ/FREDRICKSON INC. and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

HVAC

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

$ 89,200.00

RECD SEP 12 2002 MV

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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:
HVAC 89,200.00

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

SYNERGY MECHANICAL, INC
Name of MBE/WBE Firm (Print)

Todd C. Jackson (MWD)
Signature

9-11-02
Date

TODD C. JACKSON
Name (Print)

708-202-1007
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

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

Phone

RECD SEP 12 2002 MV

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

Todd Jackson, President
Synergy Mechanical, Inc.
10 N. Elm Street
Hillside, Illinois 60162

Re: **2ND ANNIVERSARY CERTIFICATION**

Certification Effective:	August 19, 2002
Certification Expires:	June 30, 2006
Annual Affidavit Certificate Expires:	June 30, 2003

Dear Mr. Jackson:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **Synergy Mechanical, Inc.'s** certification is required by **June 30, 2003.**

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

You must also notify the Office of Business Development 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 be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Spiral Duct Fabrication; Facilities Management; Project Management; Heating, Ventilation and Air Conditioning

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

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

Very truly yours,

Lille Cooper
Director of Certification

LC/gva

NEIGHBORHOODS Alive!
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CHICAGO WORKS TOGETHER

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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: Portage Park Senior Satellite Center

Project Number: _____

FROM:

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

TO:

Fredrickson KRJ 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.

Furnish and install: epoxy terrazzi with crack membrane, epoxy terrazzo cove base, and ceramic tile.

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

Terrazzo: $77,000.00
Deduct $4,400.00 to delete floor and base at pantry.
Ceramic: $5,500.00

RECD SEP 12 2002 RV

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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)

Sandra Andritsis
Signature

9/10/02
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

RECD SEP 12 2002 MV

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

Sandra Andritsis, President
Q.C. Enterprises, Inc.
2473 South Archer Avenue
Chicago, Illinois 60616

Re: **2nd ANNIVERSARY CERTIFICATION**

Certification Effective:	September 12, 2002
Certification Expires:	June 30, 2006
Annual Affidavit Certificate Expires:	June 30, 2003

Dear Ms. Andritsis:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. Re-validation of **Q. C. Enterprises, Inc.'s** certification is required by **June 30, 2003.**

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

You must also notify the Office of Business Development 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 be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of

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

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, Women and Disadvantaged Business Enterprise Programs.

Very truly yours,

Lillie Cooper
Director of Certification

LC/cmc

NEIGHBORHOODS Alive!

CHICAGO WORKS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

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

Name of Project: PORTAGE PARK SENIOR SATELLITE CENTER

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

PRESIDENT & CEO
Title
and duly authorized representative of

FREDRICKSON KRJ, INC.
Name of General Contractor
whose address is

233 S. WACKER DR. #5430

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
REYES	CONCRETE	$55,000	$
ROMERO	STEEL	$94,000	$
VALOR POWER	ELECTRIC	$117,209	$
SYNERGY	HVAC	$89,200	$
		$	$
QC ENT	TERRAZZO	$	$77,000
		$	$
	Total Net MBE/WBE Credit	$355,409	$77,000
	Percent of Total Base Bid	26 %	5 %

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

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

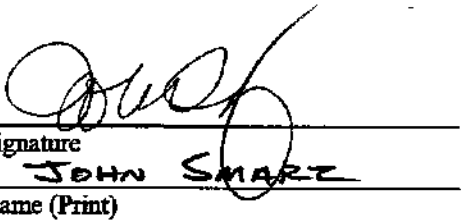
The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

FREDRICKSON KRS, INC.
Name of Contractor (Print)

9/10/02
Date

@ (312) 875-9244
Phone



Signature

JOHN SMART
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. 1287

N/A

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Ms. Carey:

RE: Contract No._____

Project Title: _____

In accordance with Section 23.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.8. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.8 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. 1287

Affidavit of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	35R. CENTERS	LIBRARY	LIBRARY	TRITON COLLEGE	VA. HOSPITAL	
Contract With	PBC	PBC	PBC	CDB	VETERANS ADMINISTRATION	
Estimated Completion Date	5/03	1/03	12/02	9/02	9/03	
Total Contract Price	6,101,305	2,630,000	3,996,000	1,286,000	1,940,000	22,054,610
Uncompleted Dollar Value if Firm is the GC	6,101,305	1,800,000	2,000,000	286,000	1,940,000	12,127,305
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						NONE
Demolition						NONE
Sewer and Drain						NONE
Foundation						NONE
Painting						NONE
Struct. Steel (Bldg Const.)						NONE
Ornamental Steel (Bldg Construction)						NONE
Miscellaneous Concrete						NONE
Fireproofing						NONE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

	1	2	3	4	Awards Pending	TOTALS
Masonry						NONE
H.V.A.C.						NONE
Mechanical						NONE
Electrical						NONE
Plumbing						NONE
Roofing & Sheet Metal						NONE
Flooring & Tile Work						NONE
Drywall & Plaster Work						NONE
Ceiling Construction						NONE
Hollow Metal & Hardware						NONE
Glazing & Caulking						NONE
Miscellaneous Arch. Work						NONE
Landscaping						NONE
Fencing						NONE
Others (List)						NONE
TOTALS						NONE

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	ARC	SSD	All Masonry	Div. 10	NONE
Type of Work	Concrete	Masonry	Masonry	Accessories	
Subcontract Price	330,000	315,800	512,225	6,759	
Amount Uncompleted	330,000	200,000	200,000	6,759	
Subcontractor	Scott	Dorian	Dorian	Focus	None
Type of Work	Flooring	Electric	Electric	Remediation	
Subcontract Price	147,740	281,000	288,800	164,465	
Amount Uncompleted	147,740	230,000	200,000	64,465	
Subcontractor	Valor	Holmes	Holmes	QC Ent.	None
Type of Work	Electric	Plumb	Plumb.	Flooring	
Subcontract Price	462,000	131,000	100,711	62,000	
Amount Uncompleted	462,000	65,000	69,069	62,000	
Subcontractor	Synergy	Romero	Ortiz		None
Type of Work	HVAC	Steel	HVAC		
Subcontract Price	356,000	132,000	342,500		
Amount Uncompleted	356,000	0	331,000		
Subcontractor	Romero	ARC			None
Type of Work	Steel	Concrete			
Subcontract Price	316,500	169,000			
Amount Uncompleted	316,500	50,000			
Subcontractor					None
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	1,612,240	545,000	800,069	133,219	None

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

Affidavit of Uncompleted Work (continued)

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

Signature _____ Date 9/10/02

JOHN SMARR _____ CEO

Name (Type or Print) Title

FREDRICKSON KRS, INC

Bidder Name

233 S. WACKER DR #5450

Address

CHICAGO IL 60606

City State Zip

Subscribed and sworn to before me
this 10 day of SEPTEMBER, 20 02

Margaret E. Hanesworth (SEAL)

Notary Public

Commission expires:

OFFICIAL SEAL
MARGARET E HANESWORTH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/28/03

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: #1287 PORTAGE PARK SR. CENTER

Description of goods or services to be provided under Contract: GENERAL CONTRACTOR SERVICES

2. Name of Contractor: FRED RICKSON KRJ, 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, Subconctractor, etc.)	Fees (indicate whether paid or estimated)
SEE ATTACHMENT A			

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

DISCLOSURE OF RETAINED PARTIES

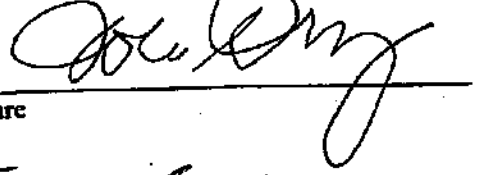
4. The Contractor understands and agrees as follows:

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

   b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

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

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



Signature

10/11/02

Date

JOHN SMARZ

Name (Type or Print)

PRESIDENT & CEO

Title

Subscribed and sworn to before me

this 11th day of Oct. 2002

Carole L. Geraci

Notary Public

OFFICIAL SEAL
CAROLE L GERACI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/28/03

ATTACHMENT "A"

Name	Address	Relationship	Fees	MBE /WBE
Clay P	4259 S. Kilpatrick Chicago, IL	Subcontractor	Estimated $110, 000	
Reyes	15515 S. Crawford Ave. Markham, IL	Subcontractor	Estimated $ 55,000.00	Yes MBE
JSD	156 Touhy Ct. Des Plaines, IL	Subcontractor	Estimated $9,500	
Romero Steel	1300 W. Main St. Melrose Park, IL	Subcontractor	Estimated $ 94,000.00	Yes MBE
Streich	82630 86th Ct. Justice, IL	Subcontractor	Estimated $5320.00	
[redacted]napolis Woodwork	9160 Ford Circle Fishers, IN	Subcontractor	Estimated $19,957.00	
MW Powell	3445 S. Lawndale Chicago, IL	Subcontractor	Estimated $79,000.00	Yes MBE
Midwest Millwork	31 W. 101 Schoger Dr. Naperville, IL	Subcontractor	Estimated $20000.00	
TJ Services	951 North Raddant Rd. Batavia, IL	Subcontractor	Estimated $ 3951.00	
Quint G glass	725 Schneider Dr. Unit 4 South Elgin, IL	Subcontractor	Estimated $ 26418.00	
Q.C. Services	2473 S. Archer Ave. Chicago, IL	Subcontractor	Estimated $72600.00	Yes WBE
Du-al	4210 W. 124th Place Alsip, IL	Subcontractor	Estimated $ 4400.00	
Accurate partitions	PO Box 287 Lyons, IL	Subcontractor	Estimated $ 6650.00	
Carney and company	636 Schneider Dr. South Elgin, IL	Subcontractor	Estimated $ 1625.00	
Huf-cor	102 Fairbank St. Addison, IL	Subcontractor	Estimated $11,510	
Holmes	2050 Greenview Northbrook, IL	Subcontractor	Estimated $71,000.00	
Global	5121 Thatcher Rd. Downers Grove, IL	Subcontractor	Estimated $46,148.00	
Synergy	N. 10 Elm Hillside, IL	Subcontractor	Estimated $89,200.00	Yes MBE
Valor	8535 W. Grand Ave River Grove, IL	Subcontractor	Estimated $117,200	Yes MBE

Bond No. 610236743

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1287

PERFORMANCE AND PAYMENT BOND **Contract No. 1287**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, Fredrickson/KRJ 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
United States Fire Insurance Company

a corporation organized and existing under the laws of the State of N.Y., 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 One Million Two Hundred Eighty Eight Thousand Seven Hundred Thirty Nine Dollars and 00/100 ($ 1,288,739.00) 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 October 1, 2002, for the fabrication, delivery, performance and installation of

Building Construction - Portage Park Senior Satellite Center
4100 North Long Avenue

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 One Million Two Hundred Eighty Eight Thousand Seven Hundred Thirty Nine Dollars and 00/100 ($ 1,288,739.00), 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. 1287

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this October 11, 2002 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

CORPORATE SEAL

ATTEST:

BY _____
Secretary
Title

233 South Wacker Drive, Suite 5430
Chicago, Illinois 60606
Business Address

BY _____
William Reidinger

875 N. Michigan Ave., Chicago, IL 60611
Business Address

BY _____ (Seal)
Individual Principal

_____ (Seal)
Individual Principal

Partner

Fredrickson/KRJ Inc.
Corporate Principal

BY _____
President
Title

United States Fire Insurance Company
Corporate Surety

Attorney-in-Fact
Title

CORPORATE SEAL

The rate of premium of this Bond is $ 10.50 Slide per thousand. **
Total amount of premium charged is $ 11,166.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1287

BOND APPROVAL

BY _____

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Dan Hanesworth, certify that I am the Corporate Secretary of the Fredrickson/KRJ Inc., corporation named as Principal in the foregoing performance and payment bond, that John Smarz who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 11 day of Oct 2002.

CORPORATE SEAL

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

On this 11th day of October, 20 02, before me personally appeared William Reidinger, known to me to be the Attorney-in-Fact of United States Fire Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first written above.

"OFFICIAL SEAL"
KAREN E. BOGARD
Notary Public, State of Illinois
My Commission Expires 5/18/04

Karen E. Bogard
(Notary Public)

This Power of Attorney is granted pursuant to Article IV of the By-Laws of the UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE IV Execution of Instruments. "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article III, Section 9 of the By-Laws of the UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE III Section 9 Facsimile Signatures. "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

CERTIFICATE

State of New Jersey
County of Morris

I, the undersigned, Assistant Secretary of UNITED STATES FIRE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article IV and Article III, Section 9 of the By-Laws of the Corporation are now in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 11th day of October, 2002.

By David Pesce
Assistant Secretary
David Pesce

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE, NEW YORK, N.Y.

172368

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint **Donna Wright, William Reidinger, Diane M. O'Leary, Matthew V. Buol, Karen Bogard, Jennifer E. Rome, Debra Kohlman, William T. Krumm, Jeffrey M. Leadley, Steven B. Cade, Sylvia Garcia, and Brian Passolt, of Chicago, Illinois, each**

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings

and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey, in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of September, 2002.

Attest:
Assistant Secretary
David Pesce

UNITED STATES FIRE INSURANCE COMPANY
Senior Vice President
Peter J. Daly

STATE OF NEW JERSEY)
ss.:
COUNTY OF MORRIS)

On this 3rd day of September, 2002, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of United States Fire Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

(Signed)
(Seal)

CATHERINE A. SINCAVAGE NOTARY PUBLIC NEW JERSEY

Notary Public

Catherine A Sincavage
Notary Public of New Jersey
My Commission Expires July 12, 2004

V. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Standard Terms and Conditions (Book 1); Project Information, Instructions, and Execution Documents (Book 2); 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.

2. Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents the opinion of the Commission as to the location, character, or quantity of the materials encountered and is only included for the convenience of the Bidder. The Commission assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

B. Interpretations Or Addenda

1. The Commission will not furnish oral interpretations of Contract Documents. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Any inquiry received ten (10) or more days prior to the date fixed for opening of bids will be considered. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission at least five (5) days before bids are opened. Although all addenda will be mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

2. If any such differences or conflicts are not called to the Commission's Representative's attention ten (10) days or more prior to submission of bids, the Commission's Representative shall decide which of the conflicting requirements will govern, and the Contractor shall perform the work at no additional cost to the Commission in accordance with the decision of the Commission's Representative.

C. 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 of completing the Work as set forth in the Contract Documents.

D. Pre-Qualification Of Bidders

1. Unless otherwise indicated in Part I "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on certain projects of the Commission. Responses to the RFQ were evaluated by the Commission on the basis of the firm's experience and past performance, technical qualifications, organization and equipment, financial resources, bonding and insurance capacity, and other factors deemed relevant by the Commission. 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. Moreover, a firm that has been pre-qualified as a separate entity (e.g.

sole proprietor, partnership, or corporation) is not eligible to submit a bid for this Contract as a joint venture with another pre-qualified firm unless such joint venture has been notified of its pre-qualification.

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, including completed form "Statement of Bidder's Qualifications" provided with this Book 2. 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.

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. Substitutions Prior To Bid Date

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

2. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, Exhibit Q, filled out completely, signed, and including the required attachments.

3. Substitutions will not be considered if, in the opinion of the Architect, acceptance will require substantial revision of the Contract Documents.

4. Notification of approved substitutions will be made by addendum.

G. Preparation of Bid

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

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

3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 2 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
   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
   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) Affidavit of Local Business, including applicable documentation
   d) Statement of Bidder's Qualifications

8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, 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 Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

H. Bid Guarantee: Deposit and Time Period

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.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, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

I. 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.

J. 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 and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.

4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.

5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.

6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

K. Basis of Award (Award Criteria)

The Bidder shall complete the figures in the Award Criteria Formula to compute the Award Criteria Figure and complete the Trade Participation information. Such information shall be attached to the bid on the form provided.

L. Alternates

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

M. Unit Prices

1. The Bidder is required to complete the Unit Prices form in its entirety.

2. Unit prices provided may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the Unit Prices.

3. Unit Prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision, and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours, and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage, or difficulties shall be made.

N. 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.

O. MBE and WBE Commitments

Pursuant to Article 23 "MBE/WBE Special Conditions, each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract.

P. 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.

Q. 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.

R. 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 pursuant to Section 21.13 "Disclosure Affidavit."

S. Affidavit of Local Business

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

T. 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.

U. Disclosure of Retained Parties

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

V. Submission of Bid

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.

2. Bids received prior to the advertised hour of opening will be securely kept.

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

W. Withdrawal Of Bids Before Bid Opening

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

X. 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.

Y. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error.

2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.

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

Z. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria, as defined herein, complying with the conditions set forth in the Contract Documents. However, if the local business preference is applicable, the determination of the lowest responsible bidder will be made after a two percent (2%) local business preference is applied to the Award Criteria of all Bidders that do not meet the conditions defined in Section 21.18 "Local Business Preference."

2. The Bidder to whom the award is made will be notified at the earliest possible date.

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

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

AA. Performance and Payment Bond and Insurance

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

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

3. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

BB. 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) Standard Terms and Conditions (Book 1);
   b) Addenda, if any;
   c) Drawings;
   d) Technical Specifications;
   e) Project Information, Instructions, and Execution Documents (Book 2);
   f) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
   g) Performance and Payment Bond, if required.

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.

CC. 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.

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

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and Secretary
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John E. Wilson, Ltd.
Certified Public Accountants

Assistant Secretary
TIMOTHY J. MITCHELL

October 1, 2002

John Smarz
Fredrickson/KRJ
233 South Wacker Drive, Suite 5430
Chicago, Illinois 60606

RE: **Notice of Award**
Contract No.: 1287
Type of Work: Building Construction
Project: Portage Park Senior Satellite Center

Dear Mr. Smarz:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on October 1, 2002 the Commission awarded to your company Contract No. 1287 in the amount of $1,288,739.00.

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 October 11, 2002.

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

Sincerely,

Kevin Gujral
Interim Executive Director

cc: K. Brown
Louik Schneider & Associates
AON Risk Services
Trinal

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

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John E. Wilson, Ltd.
Certified Public Accountants

Assistant Secretary
TIMOTHY J. MITCHELL

October 22, 2002

John Smarz
Fredrickson/KRJ, Inc
233 South Wacker Drive, #5430
Chicago, Illinois 60606

RE: Contract No.: 1287
Project No.: DOA-02
Type of Work: Building Construction
Project: Portage Park Senior Satellite Center

NOTICE TO PROCEED

Dear Mr. Smarz:

Pursuant to Contract No. 1287, which was awarded to your firm on **October 1, 2002** you are hereby notified that the commencement date for this project is October 22, 2002.

Pursuant to the Contract, all work must be completed within 190 consecutive calendar days of the commencement date. The preliminary acceptance date is established as April 30, 2003.

Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

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

Name: John Schneider
Company: Louik/Schneider and Associates
Address: 54 West Hubbard, Suite 210
Chicago IL 60610

PUBLIC BUILDING COMMISSION OF CHICAGO

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

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on October 22, 2002.

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

Sincerely,

Public Building Commission of Chicago

Kevin Gujral
Interim Executive Director

KG/jm

Cc:

Jack Brankin
K. Gujral
K. Brown
Julia Sportolari
Nancy Jahnel
Target
AON Risk Services, Inc. of Illinois