

**Contractor:** FHP Tecton Corp. d/b/a  
**Address:** F.H. Paschen/S.N. Nielsen & Associates  
**City/State/Zip:** O'Hare Plaza, 8725 W. Higgins, Suite 200  
Chicago, IL 60631  
**Phone Number:** (773) 444-3474  
**Fax Number:** (773) 693-0064

**TO BE EXECUTED IN DUPLICATE**

**BOOK 2:  
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. 1301**

**City Colleges of Chicago – Title II ADA Compliance Plan at:**  
**Daley College 7500 S. Pulaski Road -CCB-1718 gr**  
**Truman College 1145 W. Wilson – CCL-25**  
**Truman College (Phase II) 1200 W. Sunnyside Ave- CCL-25**  
**Central Administration 226 W. Jackson Blvd.- CCA-17**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
Chairman**

**Eileen J. Carey  
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.*

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**I. PROJECT INFORMATION**

**A. General Project Information**

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:

**City Colleges of Chicago – Title II ADA Compliance Plan at  
Daley College, Truman College and Central Administration  
Interior Renovations**

**Daley College 7500 S. Pulaski Road -CCB-1718 gm**

**Truman College 1145 W. Wilson – CCL-25**

**Truman College (Phase II) 1200 W. Sunnyside Ave- CCL-25**

**Central Administration 226 W. Jackson Blvd.- CCA-17**

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

- a) As described in the specifications, Interior modifications required to selected toilet rooms, classrooms and public areas at each facility to insure compliance with ADA (American's with Disabilities Act) Title II. In addition public toilet rooms at Daley College will be retrofitted with new fixtures, accessories and finishes.
- 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 Colleges of Chicago**

4. **Commission's Representative's Name, Address, and Phone Number: Boyle & Associates, Ltd. 203 North LaSalle Street, Suite M8, Chicago Illinois 60601, 312-274-1200**

5. **Architect's Name, Address, and Phone Number: LCM Architects, LLC, 819 South Wabash, Chicago, Illinois 60605, 312-913-1717**

6. **Commission's Project Manager: Jim Gallagher**

7. **Wards: 13<sup>th</sup>, 46<sup>th</sup> and 2nd**

8. **City Funded?: Yes**

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

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**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 Boyle & Associates, Ltd.

**11. Documents Available from:** Boyle & Associates, Ltd. 203 North LaSalle Street, Suite M8, Chicago, Illinois 60601, 312-274-1200

**12. Pre-Bid Meeting Date, Time, and Location:** Friday, February 14, 2003 at 10:00 a.m. in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602

**13. Bid Opening Date and Time:** Tuesday, March 4, 2003 at 10:00 a.m.

**14. Amount of Bid Deposit:** \$95,000.00

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

**16. Amount of Contingency Fund:** \$391,037.50

**17. Document Deposit:** \$None

**18. Cost for Additional Documents (per set):** \$50.00

**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 Six (196)** Calendar 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**

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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                            \$1,000.00 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

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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 \$500,000 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 must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, City Colleges of Chicago, LCM Architects, LLC and Boyle & Associates, Ltd. are 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, including MSC90 Endorsement (if applicable) with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, City Colleges of Chicago, LCM Architects, LLC and Boyle & Associates, Ltd. are to be named as an additional insured on a primary, non-contributory basis.

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation (including UST removal) and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Public Building Commission, City Colleges of Chicago, LCM Architects, LLC and Boyle & Associates, Ltd. are to be named as an additional insured.



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5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. 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.*

6) Valuable Papers

When any plans, designs, drawings, 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.

7) 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, 50 W. Washington, Department of Procurement, 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 prior to 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.

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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.

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

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

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

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

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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 **Jim Gallagher** with copies to: **Boyle & Associates, Ltd. 203 North LaSalle Street, Suite M8, Chicago Illinois 60601, 312-274-1200**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Boyle & Associates, Ltd. 203 North LaSalle Street, Suite M8, Chicago Illinois 60601, 312-274-1200** 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](http://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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1301 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

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.

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Daley College

CCB-1718g

	DIVISION	\$ AMOUNT
Demolition	2	7,000-
Concrete	3	none
Masonry	4	19,000-
Steel	5	15,000-
Carpentry	6	22,800-
Roofing/Waterproofing/Sealants	7	2,000-
Doors & Windows	8	70,000-
Finishes	9	60,000-
Specialty Items	10	74,063-
Equipment	11	none
Furnishings	12	n/a
Special Construction	13	n/a
Vertical Transportation	14	11,500-
Mechanical	15	10,000-
Plumbing	15	80,000-
Electrical	16	40,500-
Environmental Remediation - Floor Tile		20,000-
Environmental Remediation - Ceiling Tile		In Above
General Conditions		40,000-
Fee		30,000-
<b>SUB-TOTAL</b>		\$ 501,863-
Allowances - Remediate & replace pipe insulation		\$7,000.00
Commission's Contingency Fund		\$ 252,187.00
<b>BASE BID FOR Daley College CCB-17</b>		\$ 761,050-

\*Insert the above base bid for the Daley College on page 16

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Truman College  
CCL-25

	DIVISION	\$ AMOUNT
Demolition	2	7,000-
Concrete	3	none
Masonry	4	8,000-
Steel	5	20,000-
Carpentry	6	24,200-
Roofing/Waterproofing/Sealants	7	1,500-
Doors & Windows	8	84,900-
Finishes	9	40,000-
Specialty Items	10	40,700-
Equipment	11	2,000-
Furnishings	12	n/a
Special Construction	13	n/a
Vertical Transportation	14	190,000-
Mechanical	15	15,000-
Plumbing	15	45,000-
Electrical	16	45,000-
Environmental Remediation - Floor Tile		30,000-
Environmental Remediation - Transite Counters		In Above
General Conditions		40,000-
Fee		30,000-
<b>SUB-TOTAL</b>		<b>\$ 623,300-</b>
Allowances- Remediate & replace pipe insulation		\$ 19,000.00
Commission's Contingency Fund		\$ 107,550.00
<b>BASE BID FOR Truman College CCL-25</b>		<b>\$ 749,850-</b>

\*Insert the above base bid for the Truman College on page 16

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**Central Administration  
CCA-17**

	DIVISION	\$ AMOUNT
Demolition	2	3,000-
Concrete	3	none
Masonry	4	3000-
Steel	5	none
Carpentry	6	9,300-
Roofing/Waterproofing/Sealants	7	1,500-
Doors & Windows	8	12,000-
Finishes	9	25,000-
Specialty Items	10	22,000-
Equipment	11	none
Furnishings	12	n/a
Special Construction	13	n/a
Vertical Transportation	14	16,000-
Mechanical	15	5,000-
Plumbing	15	15,000-
Electrical	16	10,000-
Environmental Remediation - Floor Tile		15,000-
General Conditions		25,000-
Fee		20,000-
<b>SUB-TOTAL</b>		<b>\$ 181,800-</b>
Allowances - Remediate & replace pipe insulation		\$10,000.00
Commission's Contingency Fund		\$ 31,300.00
<b>BASE BID FOR Central Administration Building CCA-17</b>		<b>\$ 223,100-</b>

\*Insert the above base bid for the Central Administration Building on page 16

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<b>Base Bid Summary</b>	<b>Project No.</b>	<b>\$ AMOUNT</b>
Daley College - 7500 S. Pulaski Road	CCB-17	\$ 761,050-
Truman College - 1145 W. Wilson / 1200 W. Sunnyside Ave	CCL-25	\$ 749,850-
Central Administration - 226 W. Jackson Blvd.	CCA-17	\$ 223,100-
<b>TOTAL BASE BID including; (Daley College, Truman College and Central Administration Building)</b>		<b>\$ 1,734,000-</b>

**AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):**

(\$ 1,661,519-)

**ALTERNATES (if any):**

<u>Accepted by the Commission</u>		<u>Alternate Description</u>	<u>Proposed Alternate Price</u>
<u>Yes</u>	<u>No</u>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternate #1 - Daley College- per plans and specifications remove and replace toilet room lighting and upgrade ceiling finishes.	\$ <u>62,500-</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternate #2 - Daley College- per plans and specifications repair and renovate toilet rooms L212, L213, L312, L414, L415, 3134, 3217 and 3218.	\$ <u>115,000-</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #3 -	\$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate #4 -	\$ _____

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

One Million Nine Hundred Eleven Thousand

Five Hundred and no cents dollars

(\$ 1,911,500.00)

*Jm*



PUBLIC BUILDING COMMISSION OF CHICAGO

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B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edgwick C. Johnson  
Secretary

Richard M. Bailey  
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

FHP Tectonics Corp.d/b/a

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

O'Hare Plaza, 8725 W. Higgins, Suite 200

Chicago, IL 60631

Contractor Name

Address

If a Corporation:

By

Scott F. Poremba  
Scott F. Poremba

President

Title of Signatory

ATTEST:

By

Timothy J. Pearson  
Timothy J. Pearson

Secretary

Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

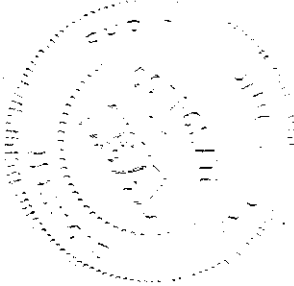
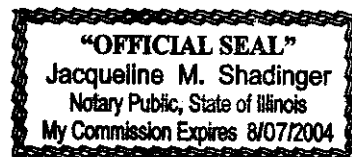
NOTARY PUBLIC

Subscribed and sworn to before me on this 4 day of March, 2003.

Jacqueline M. Shadinger  
Notary Public Signature

(SEAL)

Commission Expires: 8-7-04



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

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 FHP Tectonics Corp. d/b/a F.H. Paschen/S.N. Nielsen & Associates, 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 May 1, 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 March 4, 2003 to the Public Building Commission of Chicago, for Contract No. 1301 of said Commission;

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

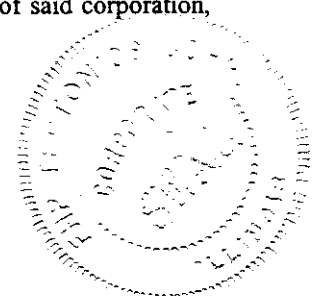
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform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

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

- President: Scott F. Poremba
Vice President: Joseph V. Scarpelli, James V. Blair, W. Mark Barkowski, Timothy J. Pearson, Robert P. Zitek
Secretary: Timothy J. Pearson
Treasurer: Jack Spiro Dibie
Assistant Secretary: Carol M. EInfalt

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 4 day of March, 2003.

Handwritten signature of Timothy J. Pearson and printed name: Secretary Timothy J. Pearson



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

III. 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	<u>1,734,000<sup>-</sup></u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>.42</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>29131<sup>-</sup></u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>26010<sup>-</sup></u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>8670<sup>-</sup></u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>.03</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>2081<sup>-</sup></u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>5,202 -</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>.08</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>1,387 -</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>72,481 -</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>1,661,519 -</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 1,661,519 -

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

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:

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

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:

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

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:

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

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.

5. Reporting

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

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

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

## 6. Major Trades

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

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

## 7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

TRADE PARTICIPATION	PERCENT OF MINORITY
<u>Bricklayers</u>	<u>30%</u>
<u>Carpenters</u>	<u>35%</u>
<u>Cement Masons</u>	<u>25%</u>
<u>Electricians</u>	<u>25%</u>
<u>Glazers</u>	<u>15%</u>
<u>Ornamental Iron Workers</u>	<u>25%</u>
<u>Lathers</u>	<u>25%</u>
<u>Operating Engineers</u>	<u>30%</u>
<u>Painters</u>	<u>40%</u>
<u>Plumbers</u>	<u>35%</u>
<u>Roofers</u>	<u>35%</u>
Sheet Metal Workers	40%

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

## 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.	Truman College II - Remove existing and install new hydraulic elevator cylinder and liner.	50,000-	each
2.	Central Admin, Truman/Truman II & Daley Colleges - Provide a unit cost to adjust a single existing door closer to meet the standards of the American with Disabilities Act Accessibility Guidelines and the Illinois Accessibility Code.	200-	each
3.	Central Admin, Truman/Truman II & Daley Colleges - Provide a unit cost to install one new door closer, as specified in the documents, on an existing door and frame.	250-	each
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Noncollusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Scott F. Poremba, being first duly sworn, deposes and says that:

(1) He/She is President (Owner, Partner, Officer, Representative or Agent) of P.H. Teetronics Corp. d/b/a P.H. Paschen/S.N. Nielsen & Associates 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.

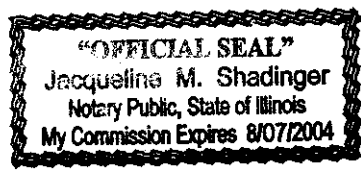
[Signature of Scott F. Poremba]

(Signed) Scott F. Poremba President

Subscribed and sworn to before me this 4 day of March 2003

[Signature of Jacqueline M. Shadinger]
Notary Public

(Title) My Commission expires: 8-7-04



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**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.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**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/Contract: FHP/SNN Nielsen

Project Number: Daley, Truman Central Admin CCB-17, CCL-25 & CCA-17

FROM:

C.L. Bec Construction, Inc.  
(Name of MBE or WBE)

MBE: Yes WBE: Yes

TO:

C.L. Bec Construction, Inc. and Public Building Commission of Chicago.  
(Name 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 July 12, 2002. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schudule 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 materials and carpentry related labor. Reference our proposal #0307 for scope of door related work.

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

One hundred and sixty thousand dollars

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**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 written agreement for the above work with the General Bidder, conditioned upon it's 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 a notice of Contract award from the Commission.

C.L. Bec Cosntruction Inc  
Name of MBE/WBE Firm (Print)  
  3/7/03    
Date  
  773-385-5378/5392 fax    
Phone

  
Signature  
  Becky Munoz, President    
Name (Print)

**IF APPLICABLE:**

By:

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

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

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>

Rebecca Munoz-Loss, President  
**C. L. Bec Construction, Inc.**  
2934 North MontClare Avenue  
Chicago, Illinois 60634-4714

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: July 12, 2002  
Certification Expires: June 30, 2006  
Annual Affidavit Certificate Expires: June 30, 2003

Dear Ms. Munoz-Loss:

Congratulations on your continued eligibility for certification as a **DBE/MBE/WBE** by the City of Chicago. Re-validation of **C. L. Bec Construction, Inc.'s** certification is required by **June 30, 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:

**Carpentry and Drywall Contractor (Acoustical and Insulation); Building Maintenance; Construction Management; Window, Door and Conveyor Systems Installation; Procurement of Construction Supplies**

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



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

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: City Colleges of Chicago - Title II ADA Compliance Plan

Project Number: 1301

FROM:

ENVIRONMENTAL SERVICES
(Name of MBE or WBE)

MBE X WBE

TO:

FHP Tectonics Corp. d/b/a

F.H. Paschen, S.N. Nielsen & Associates and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor a Corporation X
a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated
Nov 30 02 + Extension 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.

ASBESTOS ABATEMENT

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

# 65,000



## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

**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:

  0  

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**

  10   % 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:

Environmental Services of IL

Name of MBE/WBE Firm (Print)

March 7, 2003

Date

(708) 488-8200

Phone



Signature

Frederick Burnett

Name (Print)

President/CEO

**IF APPLICABLE:**

By:

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

Date

Phone



Signature

Name (Print)

MBE      WBE      Non-MBE/WBE



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

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>

Frederick Burnett, Managing Member  
Environment Services of Illinois, LLC  
1237 Circle Avenue  
Forest Park, Illinois 60130

Re: **1<sup>st</sup> ANNIVERSARY CERTIFICATION**

Certification Effective: November 16, 2001

Certification Expires: May 31, 2007

Annual Affidavit Certificate Expires: November 30, 2002

Dear Mr. Burnett:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Environment Services of Illinois, LLC'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:

**Asbestos and Lead Abatement Services; Environmental Remediation**

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*  
Paul M. Cohen  
Deputy Procurement Officer

W  
PMC/emc



Jan-29-03 04:31pm

From-CITYOFCHIC

3127447664

T-255 P.01/01 F-378



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>

January 31, 2003

Frederick Burnett, President  
Environmental Services of Illinois, LLC  
1237 Circle Avenue  
Forest Park, Illinois 60130

Dear Mr. Burnett:

On November 8, 2002, we received your application to the City of Chicago for recertification as a Disadvantaged Business Enterprise/Minority Business Enterprise and/or Women Business Enterprise (DBE/MBE/WBE). Since your current certification did not expire until December 1, 2002, your firm met its obligation to apply for recertification before the expiration date. As a courtesy, this letter extends your certification for 120 days from the original date of expiration.

If you have any further questions regarding the certification status of your firm, please contact Mr. Leon Moore, at (312)744-1193.

Sincerely,

Leon Moore  
Assistant Director of Certification

LM/waa

Rev 1-31-2003



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1301

**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: City Colleges of Chicago - Title II ADA Compliance Plan

Project Number: 1301

FROM:

CHAWRA INC  
(Name of MBE or WBE)

MBE  WBE

TO:

FHP Tectonics Corp. d/b/a  
F.H. Paschen, S.N. Nielsen & Associates and Public Building Commission of Chicago  
(Name of General Bidder)

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

a Sole Proprietor  
 a Partnership

a Corporation  
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated June 6, 2002. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Carpentry Work 209,000<sup>00</sup>

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

\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1301

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

10 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

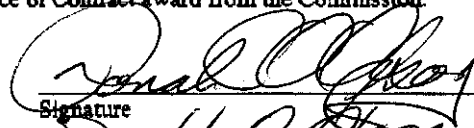
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

CHAKRA INC  
Name of MBE/WBE Firm (Print)  
3/10/03  
Date  
(708) 906-7481  
Phone

  
Signature  
Ronald O. Olson  
Name (Print) *Project Manager*

IF APPLICABLE:  
By:

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

CHAKRA, INC.  
1125 Garfield Ave.  
Oak Park, IL 60304  
(708) 848-1400

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



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>

Sunil K. Patel, President  
**Chakra, Inc.**  
1125 Garfield Avenue  
Oak Park, Illinois 60304

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: June 6, 2002  
Certification Expires: April 30, 2006  
Annual Affidavit Certificate Expires: April 30, 2003

Dear Mr. Patel:

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

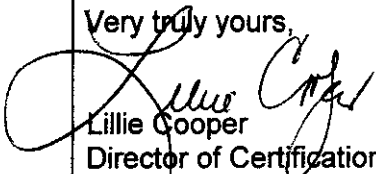
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Carpentry; Construction Management and Consulting**

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,

  
Lillie Cooper  
Director of Certification

LM  
LC/emc



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1301

**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: City Colleges of Chicago - Title II ADA Compliance Plan

Project Number: 1301

FROM:

Power & Lighting Systems, Inc.  
(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE X

TO:

FHP Tectonics Corp. d/b/a  
F.H. Paschen, S.N. Nielsen & Associates 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 August 31, 2003. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 87,000  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**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**

10 % 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:

Power & Lighting Systems

Name of MBE/WBE Firm (Print)

3-11-03

Date

847-233-0900

Phone

*Kathy Spierowski*

Signature

KATHY SPIEROWSKI

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

David E. Malone  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602-1384  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

Kathy Spierowski, President  
**Power and Lighting Systems, Inc.**  
4420 Soo Line Lane  
Schiller Park, Illinois 60176

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: August 28, 2002  
Certification Expires: January 31, 2007  
Annual Affidavit Certificate Expires: August 31, 2003

Dear Ms. Spierowski:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. Re-validation of **Power and Lighting Systems, Inc.'s** certification is required by **August 31, 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:

**Electrical Contractor**

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/emc



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

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

Name of Project: City Colleges of Chicago - Title II ADA Compliance Plan

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF COOK        }

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

Title  
and duly authorized representative of  
FHP Tectonics Corp. d/b/a  
F.H. Paschen, S.N. Nielsen & Associates

Name of General Contractor  
whose address is

O'Hare Plaza, 8725 W. Higgins, Suite 200

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
C.L. Bec Construction	Carpentry	\$ 160,000	\$
Environmental Services	Abatement	\$ 65,000	\$
Chakra, Inc.	Carpentry	\$ 209,000	\$
Power & Lighting System, Inc.	Electric	\$	\$ 87,000
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ 434,000	\$ 87,000
<b>Percent of Total Base Bid</b>		25%	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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

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

SUB-SUBCONTRACTING LEVELS

10 % 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:

FHP Tectonics Corp. d/b/a
F.H. Paschen, S.N. Nielsen & Associates
Name of Contractor (Print)

March 7, 2003
Date

(773) 444-3474
Phone

Handwritten signature of Robert F. Zitek

Signature

Robert F. Zitek
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. 1301

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

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

**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	6	Use additional forms as needed
PROJECT	Tri County	South Damen Ave	S. Campus Infrastr.	Life Safety	SW Service Expan	Amos Stagg H S	
Contract With	CDB	CDOT	U of I Chicago	PBC	METRA	District 230	
Estimated Completion Date	November 2002	September 28, 2001	October 15, 2003	December 2001	January 15, 2005	August 1, 2002	
Total Contract Price	\$5,657,872	\$11,229,488	\$4,953,824	\$1,847,000	\$22,797,000	\$18,811,000	SUB-TOTAL
Uncompleted Dollar Value	\$77,683	\$33,017	\$3,502,589	\$4,174	\$22,797,000	\$99,240	\$26,513,703.00

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

						SUB-TOTALS
Excavating & Grading					\$1,750,000.00	\$1,750,000.00
PCC Base, C&G Paving						\$0.00
Bituminous Concrete Paving						\$0.00
Stabilized Base (BAM,CAM,PAM)						\$0.00
Aggregate Base and Fill						\$0.00
Foundation (Caisson & Pile)						\$0.00
Highway Structures					\$3,572,000.00	\$3,572,000.00
Sewer & Drain Structures						\$0.00
Painting						\$0.00
Pavement Marking						\$0.00
Signing						\$0.00
Landscaping						\$0.00
Demolition						\$0.00
Fencing						\$0.00
Others (List)						\$0.00
						\$0.00
						\$0.00
						\$0.00

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	1	2	3	4	5	6	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete	\$0.00	\$0.00	\$785,906		\$0.00		\$785,906.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction					\$1,780,000.00		\$1,780,000.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$0.00	\$0.00	\$785,906.00	\$0.00	\$1,780,000.00	\$0.00	\$7,887,906.00

REMARKS:

Part III. Work Subcontracted to Others.

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

	1	2	3	4	5	6	TOTALS
Subcontractor	Bell Contract	S & J Construction	Prinmar Corporation	Comm / Dave Elec	Cabo Const.	Break Thru	
Type of Work	Excavation	Structural Steel	Excavation	Electrical	Sewer & Demo	Interior Demolition	
Subcontract Price	\$680,688	\$1,458,160	\$528,595	\$1,222,268	\$4,400,000	\$272,801	
Amount Uncompleted	\$68,927	\$0	\$185,881	\$120	\$4,400,000	\$0	
Subcontractor	Black top & Son	Mega Steel	Cabo		Steppo Constr.	Dawn	
Type of Work	Paving	Reinforcing	Mauro Sewer		Steel	Utility	
Subcontract Price	\$336,218	\$924,451	\$436,763		\$1,300,000	\$61,000	
Amount Uncompleted	\$5,318	\$0	\$226,826		\$1,300,000	\$0	
Subcontractor	DeGraf	Certified Painting	James Michael			Crouch Walker	
Type of Work	Concrete Work	Painting	Landscaping			Masonry	
Subcontract Price	\$316,025	\$129,505	\$565,829		\$588,600	\$852,235	
Amount Uncompleted	\$0	\$0	\$531,272			\$0	
Subcontractor	ABC Roofing	Vixen	Reyes Group			Benchmark	
Type of Work	Roofing	Curb and Gutter	Paving			Drywall	
Subcontract Price	\$89,568	\$285,048	\$582,458			\$1,098,321	
Amount Uncompleted	\$0	\$0	\$474,260			\$0	
Subcontractor	MBB	Bigane	Architectural Sys			Just Rite	
Type of Work	Masonry	Asphalt Paving	Windows			Acoustic Ceiling	
Subcontract Price	\$575,000	\$173,998	\$425,000			\$327,702	
Amount Uncompleted	\$3,438	\$0	\$425,000			\$0	
Subcontractor	Bridgeport Steel	Brandenburg	City Lights			Cannon	
Type of Work	Structural Steel	Demolition	Electrical			Fire Protection	
Subcontract Price	\$161,500	\$1,190,500	\$846,985			\$263,975	
Amount Uncompleted	\$0	\$0	\$538,752			\$0	
Subcontractor	Monarch Construct	Case Foundation	Reese Recreation			Johnson Controls	
Type of Work	Paving	Caissons	Site Fmiture			Temp. Controls	
Subcontract Price	\$323,444	\$1,036,531	\$62,723			\$958,786	
Amount Uncompleted	\$0	\$0	\$56,384			\$22,765	
Subcontractor	Sebert Landscaping	Crackers East Corp	Aztec Fence			Berry Elec.	
Type of Work	Landscaping	Demolition	Fence			Electrical	
Subcontract Price	\$260,707	\$185,820	\$74,570			\$4,162,016	
Amount Uncompleted	\$0	\$0	\$74,570			\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$1,758,850	\$1,527,830	\$300,000	\$410,000	\$9,995,000	\$6,653,164	
Amount Uncompleted	\$0	\$33,017	\$203,738	\$4,054	\$9,995,000	\$76,475	
Total Uncompleted	\$77,683.00	\$33,017.00	\$2,716,683.00	\$4,174.00	\$15,695,000.00	\$99,240.00	\$18,625,797.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)  
 8725 West Higgins Rd., Suite 200  
 Chicago, IL 60631

**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	7	8	9	10	11	12	Use additional forms as needed
PROJECT	Carl Sandburg H S	Skyway Toll Bridge	So. Damen Ave. II	Senior Housing	Retaining Wall Repl	Road & Bridge Widen	
Contract With	District 230	CDOT	CDOT	CHA	ISTHA	ISTHA	
Estimated Completion Date	August 1, 2002	November 2001	July 28, 2002	December 15, 2001	November 1, 2001	November 23, 2004	
Total Contract Price	\$25,477,400	\$1,475,778	\$17,237,658	\$10,685,831	\$1,543,544	\$19,738,777	SUB-TOTAL
Uncompleted Dollar Value	\$117,890	\$11,000	\$76,000	\$840	\$3,685	\$19,738,777	\$19,948,192.00

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

							SUB-TOTALS
Excavating & Grading		\$0.00	\$0.00		\$0.00	\$600,000.00	\$600,000.00
PCC Base, C&G Paving							\$0.00
Bituminous Concrete Paving							\$0.00
Stabilized Base (BAM,CAM,PAM)							\$0.00
Aggregate Base and Fill		\$0.00	\$0.00				\$0.00
Foundation (Caisson & Pile)							\$0.00
Highway Structures			\$0.00		\$0	\$6,900,000.00	\$6,900,000.00
Sewer & Drain Structures		\$0.00	\$0.00		\$0.00	\$75,000.00	\$75,000.00
Painting							\$0.00
Pavement Marking							\$0.00
Signing							\$0.00
Landscaping							\$0.00
Demolition		\$0.00			\$0.00		\$0.00
Fencing							\$0.00
Others (List)							\$0.00
							\$0.00
							\$0.00
							\$0.00

PART II CONTINUED ON NEXT PAGE



PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	7	8	9	10	11	12	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete		\$0	\$0.00			\$0.00	\$0.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$0.00			\$0.00			\$0.00
Other Construction-Misc.						\$1,300,000.00	\$1,300,000.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,875,000.00	\$8,875,000.00

REMARKS:

Part III. Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	7	8	9	10	11	12	SUB-TOTAL
Subcontractor	Demolition Unlimited	Edward Gillen	City Lights	Molter	Case Fund	Gillen Construction	
Type of Work	Interior Demolition	Sheeting	Electrical	Masonry	Piling	Caissons	
Subcontract Price	\$178,686	\$140,000	\$566,884	\$700,000	\$150,000	\$1,750,000	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$1,750,000	
Subcontractor	Dawn	Vixen	Tru-Link	Jaymor	Del Toro	Gateway Steel	
Type of Work	Utility	Curb & Gutter	Fence	Electrical	Landscaping	Reinforcing Erection	
Subcontract Price	\$122,367	\$22,221	\$34,888	\$1,953,008	\$37,710	\$550,000	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$3,685	\$550,000	
Subcontractor	Crouch Walker	S & S Fence	Piranha	J A Interior		Cabo Construction	
Type of Work	Masonry	Fence	Paving	Painting		Sewer	
Subcontract Price	\$1,224,761	\$10,926	\$540,019	\$469,092		\$350,000	
Amount Uncompleted	\$2,802	\$0	\$0	\$0		\$350,000	
Subcontractor	Benchmark	Mega Steel	Concrete Repair	Jade			
Type of Work	Drywall	Reinforcing	Vixen	Carpentry			
Subcontract Price	\$1,851,887	\$33,297	\$33,074	\$400,000			
Amount Uncompleted	\$38,005	\$0	\$0	\$840			
Subcontractor	Just Rite	Industrial Const.	Certified	Bruno Francis			
Type of Work	Acoustic Ceiling	Structural Steel	Painting	Plumbing			
Subcontract Price	\$517,018	\$771,260	\$200,585	\$1,230,937			
Amount Uncompleted	\$32,550	\$0	\$0	\$0			
Subcontractor	Alliance Fire Protect		K-Five	Heat Master			
Type of Work	Fire Protection		Asphalt	Mechanical			
Subcontract Price	\$442,921		\$98,638	\$281,600			
Amount Uncompleted	\$1,433		\$0	\$0			
Subcontractor	Johnson Controls		Mega Steel	Guerra			
Type of Work	Temp. Controls		Reinforcing	Carpentry			
Subcontract Price	\$1,255,000		\$1,317,225	\$404,132			
Amount Uncompleted	\$17,843		\$0	\$0			
Subcontractor	MG Electric		Case	Sarowatz			
Type of Work	Electrical		Caissons / Sheeting	Windows			
Subcontract Price	\$5,400,932		\$1,423,385	\$770,500			
Amount Uncompleted	\$13,257		\$0	\$0			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$6,656,428	\$447,925	\$3,851,848	\$2,106,500	\$55,075	\$8,213,777	
Amount Uncompleted	\$12,000	\$11,000	\$76,000	\$0	\$0	\$8,213,777	
Total Uncompleted	\$117,890.00	\$11,000.00	\$76,000	\$840	\$3,685	\$10,863,777	\$11,073,192.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)  
8725 West Higgins Rd., Suite 200  
Chicago, IL 60631

**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	13	14	15	16	17	18	Use additional forms as needed
<b>PROJECT</b>	Early Childhood Ctr	31st Street Bridge	Ronald McNair Sch	39th St. Bridge	Student Residence	Senior Housing-2	
<b>Contract With</b>	Evanston/Skokie 230	CDOT	CPS	CDOT	U of I @ Chicago	CHA	
<b>Estimated Completion Date</b>	October, 2002	August 1, 2002	December 1, 2002	August 1, 2002	June 2003	March 15, 2003	
<b>Total Contract Price</b>	\$12,619,045	\$4,849,204	\$13,638,817	\$5,018,195	\$24,204,274	\$34,105,080	<b>SUB-TOTAL</b>
<b>Uncompleted Dollar Value</b>	\$17,820	\$90,000	\$2,981,175	\$20,000	\$5,813,892	\$5,918,977	\$14,841,864.00

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

							<b>SUB-TOTALS</b>
Excavating & Grading				\$0.00			\$0.00
PCC Base, C&G Paving							\$0.00
Bituminous Concrete Paving							\$0.00
Stabilized Base (BAM,CAM,PAM)							\$0.00
Aggregate Base and Fill			\$0.00				\$0.00
Foundation (Caisson & Pile)							\$0.00
Highway Structures							\$0.00
Sewer & Drain Structures				\$0.00			\$0.00
Painting							\$0.00
Pavement Marking							\$0.00
Signing							\$0.00
Landscaping							\$0.00
Demolition			\$0.00	\$0.00			\$0.00
Fencing							\$0.00
Others (List)							\$0.00
							\$0.00
							\$0.00
							\$0.00

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	13	14	15	16	17	18	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete			\$0	\$0.00			\$0.00
Fireproofing							\$0.00
Masonry							\$0.00
H. V. A. C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$0.00		\$237,000.00	\$0.00	\$1,393,000.00	\$211,000.00	\$1,841,000.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$0.00	\$0.00	\$237,000.00	\$0.00	\$1,393,000.00	\$211,000.00	\$1,841,000.00

REMARKS:

Part III. Work Subcontracted to Others.

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

	13	14	15	16	17	18	SUB-TOTAL
Subcontractor	Cain	American Demo.	Garth Larmco	Cabo	Midwest Rem	K. Bailey	
Type of Work	Millwork	Demolition	Masonry	Sewer Work	Excavation	General Hoisting	
Subcontract Price	\$362,258	\$257,300	\$3,453,000	\$441,759	\$864,736	\$1,744,334	
Amount Uncompleted	\$0	\$0	\$23,210	\$0	\$7,251	\$59,593	
Subcontractor	Prinmar	Delgado Steel Erect	Composite Steel	Delgado Steel Erect	DeGraf	F&B Masonry	
Type of Work	Excavation	Steel Erection	Steel	Steel Erection	Concrete	Masonry	
Subcontract Price	\$705,170	\$283,938	\$533,154	\$241,166	\$2,172,504	\$2,050,000	
Amount Uncompleted	\$0	\$0	\$56,409	\$0	\$82,701	\$481,971	
Subcontractor	Bridgeport	Bigane Paving	Sherry - K	Highway Safety	Midstates	Lupo	
Type of Work	Steel	Bituminous	Concrete	Traffic Control	Precast	Masonry	
Subcontract Price	\$1,138,158	\$48,256	\$651,469	\$327,913	\$46,430	\$1,475,805	
Amount Uncompleted	\$0	\$0	\$8,983	\$0	\$0	\$843,000	
Subcontractor	Toushall Eng.	Gateway Erectors	R D Roman	Capricorn	Bridgeport Steel	JADE Const.	
Type of Work	Aluminum Facia	Reinf. Steel Erect.	Terrazzo	Signage	Steel	Carpentry	
Subcontract Price	\$460,000	\$173,110	\$450,000	\$15,228	\$3,718,463	\$1,452,246	
Amount Uncompleted	\$1,000	\$0	\$264,338	\$0	\$117,146	\$387,738	
Subcontractor	Anderson/Shaw	Marking Spec.	Nelson Fire Protec	City Lights	Sager	Guerra Const.	
Type of Work	Roofing	Pavement Marking	Fire Protection	Electrical	Sealant	Drywall	
Subcontract Price	\$346,755	\$17,110	\$169,000	\$411,960	\$75,923	\$1,206,690	
Amount Uncompleted	\$0	\$0	\$39,000	\$0	\$55,641	\$352,102	
Subcontractor	Front Runner	Highway Safety	Ortiz Mechancial	Bigane	Lake County Glass	FEL Service	
Type of Work	Curtain Wall	Traffic Control	HVAC	Paving	Windows	Windows	
Subcontract Price	\$995,760	\$294,984	\$1,650,000	\$120,885	\$905,447	\$950,000	
Amount Uncompleted	\$0	\$0	\$124,525	\$0	\$563,228	\$929,710	
Subcontractor	James Anderson	Western Remac	A & C Electrical	Mitchelle Steel	ThyssenKrupp	Sonak	
Type of Work	HVAC	Signage	Electrical	Reinforcing Steel	Elevator	Electric	
Subcontract Price	\$1,218,608	\$99,350	\$1,401,101	\$116,677	\$259,130	\$2,444,480	
Amount Uncompleted	\$0	\$0	\$186,906	\$0	\$84,343	\$764,220	
Subcontractor	Millennium Piping	City Lights	Alexander Gammie	American Demo	RES	ACE Mechanical	
Type of Work	Plumbing	Electrical	Plumbing	Demolition	Environmental	HVAC	
Subcontract Price	\$484,122	\$741,579	\$727,180	\$221,150	\$150,000	\$988,879	
Amount Uncompleted	\$0	\$0	\$204,636	\$0	\$24,500	\$96,109	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$5,380,240	\$350,000	\$3,267,188	\$384,549	\$10,429,040	\$4,560,000	
Amount Uncompleted	\$16,820	\$90,000	\$1,836,168	\$20,000	\$3,486,082	\$1,793,534	
Total Uncompleted	\$17,820.00	\$90,000.00	\$2,744,175	\$20,000	\$4,420,892	\$5,707,977	\$13,000,864.00

#433/441/442

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.

See Last Page for Signature

**FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)**  
 8725 West Higgins Rd., Suite 200  
 Chicago, IL 60631

**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	19	20	21	22	23	24	Use additional forms as needed
<b>PROJECT</b>	Plant Upgrades	Jackson Platform	Egan Control Bldg.	Hanover Pk. Plant	New Simeon School	Sr. Housing 01083-2	
<b>Contract With</b>	MWRD of GC	CDOT	MWRD of GC	MWRD of GC	CPS	CHA	
<b>Estimated Completion Date</b>	February, 2003	July, 2004	January, 2003	October, 2002	April, 2004	June, 2003	
<b>Total Contract Price</b>	\$2,527,000	\$16,878,000	\$1,149,000	\$743,352	\$35,650,114	\$20,517,000	<b>SUB-TOTAL</b>
<b>Uncompleted Dollar Value</b>	\$1,136,446	\$10,673,780	\$308,799	\$49,451	\$11,961,224	\$5,772,724	\$29,902,424.00

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

							SUB-TOTALS
Excavating & Grading							\$0.00
PCC Base, C&G Paving							\$0.00
Bituminous Concrete Paving							\$0.00
Stabilized Base (BAM,CAM,PAM)							\$0.00
Aggregate Base and Fill							\$0.00
Foundation (Caisson & Pile)							\$0.00
Highway Structures							\$0.00
Sewer & Drain Structures							\$0.00
Painting							\$0.00
Pavement Marking							\$0.00
Signing							\$0.00
Landscaping							\$0.00
Demolition							\$0.00
Fencing							\$0.00
Others (List)							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	19	20	21	22	23	24	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete							\$0.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$252,000.00	\$924,638.00	\$0.00	\$0.00	\$3,250,000.00	\$1,556,000.00	\$5,982,638.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$252,000.00	\$924,638.00	\$0.00	\$0.00	\$3,250,000.00	\$1,556,000.00	\$5,982,638.00

REMARKS:

Part III. Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

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If no work is subcontracted to others, show NONE.

	19	20	21	22	23	24	SUB-TOTAL
Subcontractor	Hanrahan	Gonzales Const.	MCJ	Hanrahan	DeGraf	Auburn	
Type of Work	Excavation	Structural	Demolition	Excavation	Concrete	Window	
Subcontract Price	\$120,540	\$1,714,804	\$38,160	\$32,155	\$2,436,907	\$966,923	
Amount Uncompleted	\$0	\$935,986	\$0	\$0	\$321,723	\$180,772	
Subcontractor	Arrow Conc	Zielke Masonry	Daker	RES	ALL	Burns	
Type of Work	Concrete	Masonry	Equipment	Environmental	Masonry	Plumbing	
Subcontract Price	\$268,807	\$675,340	\$79,194	\$151,000	\$7,037,438	\$1,127,855	
Amount Uncompleted	\$2,217	\$399,640	\$0	\$30,895	\$1,360,000	\$557,915	
Subcontractor	MPZ Masonry	Internation Marble	MPZ	Bane Nelson	Accurate	Ortiz Mechanical	
Type of Work	Masonry	Stone	Masonry	Equip. Supply	Window Guards	Mechanical	
Subcontract Price	\$57,500	\$700,000	\$23,350	\$59,000	\$110,000	\$1,008,000	
Amount Uncompleted	\$17,250	\$458,050	\$0	\$0	\$85,000	\$82,000	
Subcontractor	K & K Iron	Meccor Ind.	Wilkin	Northwestern	James Anderson	F&B Masonry	
Type of Work	Miscellaneous Met	Misc. Metal	Spray Fire Proof.	Piping	HVAC	Masonry	
Subcontract Price	\$77,700	\$726,230	\$6,210	\$99,068	\$3,570,000	\$1,364,000	
Amount Uncompleted	\$10,238	\$641,164	\$0	\$4,954	\$406,758	\$171,970	
Subcontractor	Adler Roofing	Divane Bros.	Guerra	Lindahl	Bruckner & Son	JIN	
Type of Work	Roofing	Electrical	Carpentry	Diving	Plumbing	Electrical	
Subcontract Price	\$151,000	\$7,595,000	\$152,383	\$2,600	\$1,638,017	\$1,874,550	
Amount Uncompleted	\$72,135	\$6,986,425	\$9,883	\$0	\$326,710	\$798,256	
Subcontractor	Pinto	ERA Valdiva	Schindler	WT Mechanical	Chicago Arch.	Ojeda	
Type of Work	Drywall	Painting	Elevator	Mechanical	Window	Drywall	
Subcontract Price	\$250,805	\$274,950	\$45,000	\$23,500	\$1,713,170	\$312,301	
Amount Uncompleted	\$196,940	\$84,950	\$9,000	\$2,350	\$666,956	\$113,424	
Subcontractor	Ortiz	Ortiz	Synergy Mech.	MG Electric	M G Electric	ERA	
Type of Work	Mechanical	Mechanical	Mechanical	Electrical	Electrical	Painting	
Subcontract Price	\$258,000	\$125,841	\$265,000	\$63,252	\$4,280,439	\$876,821	
Amount Uncompleted	\$104,305	\$104,933	\$36,250	\$11,252	\$1,257,000	\$254,710	
Subcontractor	M G Electric	Alexander Gammis	Cable Comm	Wolf Electric	Hopkins	Bilt Rite	
Type of Work	Electrical	Plumbing	Electrical	Elec. Supply	Site Utility	Flooring	
Subcontract Price	\$501,231	\$137,994	\$197,192	\$40,000	\$686,971	\$146,719	
Amount Uncompleted	\$187,993	\$137,994	\$666	\$0	\$119,749	\$112,275	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	
Subcontract Price	\$310,368	\$436,350	\$328,000	\$260,000	\$16,953,500	\$7,553,402	\$25,841,620.00
Amount Uncompleted	\$293,368	\$0	\$253,000	\$0	\$4,167,328	\$1,945,402	\$6,659,098.00
Total Uncompleted	\$884,446	\$9,749,142	\$308,799	\$49,451	\$8,711,224	\$4,216,724	\$23,919,786.00

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.

See Last Page for Signature

**FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)**  
 8725 West Higgins Rd., Suite 200  
 Chicago, IL 60631



**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	25	26	27	28	29	30	Use additional forms as needed
PROJECT	Cooling Lagoon	River Walk Dev.	Clark & Irving	Commercial @100 Relocation-Util		Torrence Ave	
Contract With	Northwestern Univ	CDOT	CHA	CDOT	MWRD of GC	CDOT	
Estimated Completion Date	January 31, 2003	August 2002	August 15, 2003	November, 2002	March 1, 2004	June 1, 2003	
Total Contract Price	\$5,715,720	\$817,154	\$15,344,348	\$1,562,730	\$2,918,000	\$14,677,261	SUB-TOTAL
Uncompleted Dollar Value (Prime)	\$5,057,070	\$817,154	\$6,751,581	\$0	\$2,918,000	\$1,866,390	\$17,410,195.00
Uncompleted Dollar Value (Sub)				\$10,000			

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

						SUB-TOTALS
Excavating & Grading	\$2,666,266.00			\$400,000.00		\$3,066,266.00
PCC Base, C&G Paving		\$42,000.00				\$42,000.00
Bituminous Concrete Paving						\$0.00
Stabilized Base (BAM,CAM,PAM)						\$0.00
Aggregate Base and Fill						\$0.00
Foundation (Caisson & Pile)						\$0.00
Highway Structures		\$365,187.00		\$10,000.00	\$0.00	\$375,187.00
Sewer & Drain Structures						\$0.00
Painting						\$0.00
Pavement Marking						\$0.00
Signing						\$0.00
Landscaping						\$0.00
Demolition	\$185,515.00			\$0.00		\$185,515.00
Fencing						\$0.00
Others (List)						\$0.00
						\$0.00
						\$0.00
						\$0.00

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	25	26	27	28	29	30	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete					\$475,000.00		\$475,000.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction			\$1,921,484.00				\$1,921,484.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$2,851,781.00	\$407,187.00	\$1,921,484.00	\$10,000.00	\$875,000.00	\$0.00	\$6,065,452.00

REMARKS:

Part III. Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.  
If no work is subcontracted to others, show NONE.

	25	26	27	28	29	30	SUB-TOTAL
Subcontractor	Piling	Wheeler Consolid.	K. Bailey		Reyes Group	Aldridge	
Type of Work	Gillen	Bridge Fab.	Hoisting		Concrete Work	Electrical	
Subcontract Price	\$1,575,320	\$131,880	\$978,360		\$576,500	\$1,317,249	
Amount Uncompleted	\$990,820	\$131,880	\$638,947		\$576,500	\$355,003	
Subcontractor	Illinois Livingston		RES			Benchmark	
Type of Work	Electrical		Environmental			Sewer & Water	
Subcontract Price	\$3,014		\$353,834			\$3,980,039	
Amount Uncompleted	\$3,014		\$58,314		\$0	\$669,939	
Subcontractor			F&B Masonry			Mega	
Type of Work			Masonry			Reinforcing Steel	
Subcontract Price			\$2,691,274			\$17,761	
Amount Uncompleted			\$1,142,560			\$0	
Subcontractor			ERA			ACCI	
Type of Work			Painting			Pavement Mrkg.	
Subcontract Price			\$610,000			\$81,119	
Amount Uncompleted			\$436,600			\$2,250	
Subcontractor			Aquamist			Conte	
Type of Work			Plumbing			Environmental	
Subcontract Price			\$391,500			\$1,302,668	
Amount Uncompleted			\$250,125			\$121,472	
Subcontractor			Ace			Reyes Group	
Type of Work			HVAC			Paving	
Subcontract Price			\$480,272			\$977,942	
Amount Uncompleted			\$302,000			\$174,603	
Subcontractor			Burns			PreStressing Eng.	
Type of Work			Plumbing			Precast	
Subcontract Price			\$27,317			\$629,670	
Amount Uncompleted			\$0			\$4,996	
Subcontractor			Sonak			McCann Lawn	
Type of Work			Electrical			Sprinklers	
Subcontract Price			\$815,000			\$78,000	
Amount Uncompleted			\$500,460			\$78,000	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$1,211,455	\$278,087	\$4,294,251		\$1,466,500	\$2,950,000	\$10,200,293.00
Amount Uncompleted	\$1,211,455	\$278,087	\$1,501,091	\$0	\$1,466,500	\$460,127	\$4,917,260.00
Total Uncompleted	\$2,205,289	\$409,967	\$4,830,097	\$0	\$2,043,000	\$1,866,390	\$11,354,743.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)  
8725 West Higgins Rd., Suite 200  
Chicago, IL 60631

**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	31	32	33	34	35	Pending	Use additional
PROJECT	Mega Fuel Site	Harrison St. Curve Skyway 106th St	Skyway 106th St	Skyway 106th St	District 10 Police	Elev. Parking Garage	forms as needed
Contract With	DGS -	CTA	CDOT	CDOT	PBC	CDOA	
Estimated Completion Date	February 2003	September 30, 200	December 2002	November 2002	December 15, 2003	December, 2004	
Total Contract Price	\$1,796,000	\$7,924,000	\$3,017,339	\$1,822,042	\$13,194,000	\$61,720,000	SUB-TOTAL
Uncompleted Dollar Value	\$675,120	\$6,139,375	\$119,167	\$84,471	\$13,194,000	\$61,720,000	\$81,932,133.00
<b>Total Value of All Work</b>							<b>\$159,057,333</b>

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

					SUB-TOTALS
Excavating & Grading	\$27,000.00				\$27,000.00
PCC Base, C&G Paving					\$0.00
Bituminous Concrete Paving					\$0.00
Stabilized Base (BAM,CAM,PAM)					\$0.00
Aggregate Base and Fill					\$0.00
Foundation (Caisson & Pile)					\$0.00
Highway Structures		\$2,274,000.00	\$40,000.00	\$25,000.00	\$2,339,000.00
Sewer & Drain Structures					\$0.00
Painting					\$0.00
Pavement Marking					\$0.00
Signing					\$0.00
Landscaping					\$0.00
Demolition					\$0.00
Fencing					\$0.00
Others (List)					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	31	32	33	34	Pending		SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete						\$7,500,000.00	\$7,500,000.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$63,000.00				\$4,500,000.00	\$2,000,000.00	\$6,563,000.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$90,000.00	\$2,274,000.00	\$40,000.00	\$25,000.00	\$4,500,000.00	\$9,500,000.00	\$16,429,000.00

REMARKS:

**Affidavit on Uncompleted Work**

Complete this form by either  
typing or using black ink.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	31	32	33	34	35	Pending	Use additional forms as needed
PROJECT	Mega Fuel Site	Harrison St. Curve	Skyway 106th St	Skyway 106th St.S	District 10 Police	Elev. Parking Garage	
Contract With	DGS -	CTA	CDOT	CDOT	PBC	CDOA	
Estimated Completion Date	February 2003	September 30, 200	December 2002	November 2002	December 15, 2003	December, 2004	
Total Contract Price	\$1,796,000	\$7,924,000	\$3,017,339	\$1,822,042	\$13,194,000	\$61,720,000	SUB-TOTAL
Uncompleted Dollar Value	\$675,120	\$6,139,375	\$119,167	\$84,471	\$13,194,000	\$61,720,000	\$81,932,133.00
					<b>Total Value of All Work</b>		<b>\$190,558,511</b>

**Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

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

						SUB-TOTALS
Excavating & Grading	\$27,000.00					\$27,000.00
PCC Base, C&G Paving						\$0.00
Bituminous Concrete Paving						\$0.00
Stabilized Base (BAM,CAM,PAM)						\$0.00
Aggregate Base and Fill						\$0.00
Foundation (Caisson & Pile)						\$0.00
Highway Structures		\$2,274,000.00	\$40,000.00	\$25,000.00		\$2,339,000.00
Sewer & Drain Structures						\$0.00
Painting						\$0.00
Pavement Marking						\$0.00
Signing						\$0.00
Landscaping						\$0.00
Demolition						\$0.00
Fencing						\$0.00
Others (List)						\$0.00
						\$0.00
						\$0.00
						\$0.00

PART II CONTINUED ON NEXT PAGE

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	31	32	33	34	Pending		SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete						\$7,500,000.00	\$7,500,000.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$63,000.00				\$4,500,000.00	\$2,000,000.00	\$6,563,000.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$90,000.00	\$2,274,000.00	\$40,000.00	\$25,000.00	\$4,500,000.00	\$9,500,000.00	\$16,429,000.00

REMARKS:

Part III: Work Subcontracted to Others.

List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	31	32	33	34	35	Pending	SUB-TOTAL
Subcontractor	Tortorello	Gonzales Const.	Mega Steel	RJ Rebar	Chgo Arch Window		
Type of Work	Sprinkler	Steel Const M.	Reinforcing Steel	Reinforcing Steel	Glass/Glazing		
Subcontract Price	\$11,800	\$1,915,000	\$189,003	\$42,877	\$260,000		
Amount Uncompleted	\$11,800	\$1,870,458	\$57,000	\$0	\$260,000		
Subcontractor	Srping Monn	Aldridge Elec.	Cabo	Cabo	Shamrock		
Type of Work	Sign	Electrical	Sewer, Excavation	Sewer, Excavation	Landscaping		
Subcontract Price	\$2,200	\$620,000	\$349,776	\$226,619	\$400,000		
Amount Uncompleted	\$2,200	\$395,000	\$0	\$0	\$400,000		
Subcontractor	Franks	Aldridge Electric	E. Gillen	E. Gillen	Bridgeport Steel		
Type of Work	Landscape	Caissons	Piling	Piling	Steel		
Subcontract Price	\$53,000	\$67,490	\$463,333	\$375,417	\$625,000		
Amount Uncompleted	\$53,000	\$34,917	\$1,043	\$43,000	\$625,000		
Subcontractor	Larmco	Eva Valdivia		ACC	Chakra		
Type of Work	Masonry	Painters	Asphalt Paving	Paving Marking	Drywall		
Subcontract Price	\$30,600	\$65,000	\$8,168	\$10,957	\$1,125,000		
Amount Uncompleted	\$0	\$65,000	\$8,168	\$5,371	\$1,125,000		
Subcontractor	Jerney	Swanson		Bridgeport Steel	US Masonry		
Type of Work	Carpentry	Track Work	Landscaping	Steel	Masonry		
Subcontract Price	\$15,100	\$1,500,000	\$4,885	\$104,384	\$1,550,000		
Amount Uncompleted	\$3,020	\$1,500,000	\$4,885	\$11,100	\$1,550,000		
Subcontractor	ERA		RJ Rebar				
Type of Work	Painting		Reinforcing				
Subcontract Price	\$8,800		\$119,807				
Amount Uncompleted	\$8,800		\$8,071				
Subcontractor	Ornelas						
Type of Work	Mechanical						
Subcontract Price	\$961,731						
Amount Uncompleted	\$336,987						
Subcontractor	Jaymor						
Type of Work	Electrical						
Subcontract Price	\$143,900						
Amount Uncompleted	\$71,950						
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$300,000		\$58,318	\$42,000	\$4,734,000	\$52,220,000	\$57,354,318.00
Amount Uncompleted	\$97,363		\$0	\$0	\$4,734,000	\$52,220,000	\$57,051,363.00
Total Uncompleted	\$585,120.00	\$3,865,375.00	\$79,167	\$59,471	\$8,694,000	\$52,220,000	\$65,503,133.00

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

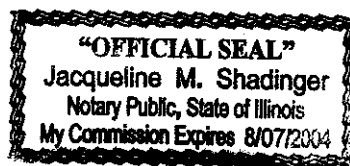
Subscribed and sworn to before me this 3rd day of March, 2003

*Jacqueline M. Shadinger*

My Commission Expires: 8-7-04

*Scott F. Poremba*  
 Scott F. Poremba, President

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)  
 8725 West Higgins Rd., Suite 200  
 Chicago, IL 60631





PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

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.

[Handwritten Signature]  
Signature

March 4, 2003  
Date

Scott F. Poremba  
Name (Type or Print)

President  
Title

FHP Tectonics Corp. d/b/a  
F.H. Paschen/S.N. Nielsen & Associates  
Bidder Name

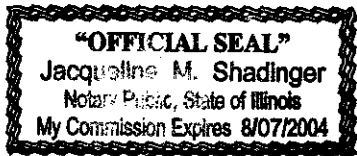
O'Hare Plaza, 8725 W. Higgins, Suite 200  
Address

Chicago, IL 60631  
City State Zip

Subscribed and sworn to before me  
this 4 day of March, 2003

Jacqueline M. Shadinger (SEAL)  
Notary Public

Commission expires: 8-7-04



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Scott F. Poremba, being first duly sworn, deposes and says that:

1. He/She is President (Owner, Partner, Officer) of FHP Tectonics Corp. d/b/a F.H. Paschen/S.N. Nielsen & Associates (the name of the Bidder that has submitted the attached Bid);

2. Bidder, or partner with at least 50% interest in joint venture Bidder, [X] is [ ] is not a "Local Business" as defined by the provisions of Section 21.18 of the Standard Terms and Conditions (Book 1).

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

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

- 505 Harrison St., West Lafayette, IN
1005 W. Western Ave., Suite 300 Urbana, IL 61801
12531 Imperial High, Building F-106, Santa Fe Springs, CA 90670
4887 Ronson Court, Suite A, San Diego, CA 92111

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 282 (insert number) regular full-time people, 172 (insert number) of whom work at business location(s) within the corporate limits of the City of Chicago.

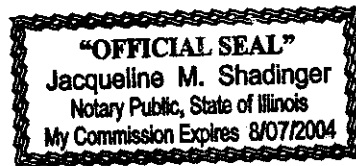
5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, [x] is [ ] is not subject to City of Chicago taxes.

Signature of Scott F. Poremba, President

Subscribed and sworn to before me this 4 day of March, 2003

Signature of Notary Public, (SEAL)

Notary Public (Title) My Commission expires: 8-7-03



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**Statement Of Bidder's Qualifications**

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

Bidder FHP Tectonics Corp. d/b/a  
F.H. Paschen/S.N. Nielsen & Associates

Submitted By Scott F. Poremba

Title President

Permanent Main Office Address O'Hare Plaza, 8725 W. Higgins, Suite 200  
Chicago, IL 60631

Local Address Same as above

Local Telephone No. and FAX No. (773) 444-3474 - (773) 693-0064 Fax

How many years operating as contractor for work of this nature? 26

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

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

## F. H. PASCHEN PROJECTS COMPLETED IN LAST FIVE YEARS

Name of Project	Owner	Architect	Contract Amount	Completion Date or Project Duration	% of Work Self Performed With Own Forces
<b>Residential Soundproofing Program Phase V, Group 9</b> Los Angeles, California Contract No. DA-3611 Job No. 416	Board of Airport Commissioners Los Angeles International Airport 1 World Way, P.O. Box 92214 Los Angeles, CA 90009 Intissar Durham, Director 310-646-7444	Los Angeles Intl. Airport Residential Soundproofing Bureau 8939 Sepulveda Blvd., Suite 100 Los Angeles, CA 90045 Kit Yee, Project Engineer 310-646-7444 x 26	\$1,014,587	August, 2001 June, 2002 (To Be Extended)	
<b>Willard Elementary School - Phase I Modernization</b> <b>Childcare Center</b> 301 S. Madre Street Pasadena, CA 91107 Contract No. M-000906/5285Y Job No. 382	Pasadena Unified School District 740 West Woodbury Road Pasadena, CA 91103 Steve Dixon, Vanir C.M. 626-296-6746	Fiewelling & Moody 766 Colorado Blvd. Los Angeles, CA 90041 323-256-41517	\$4,471,029	December, 2000 March, 2002 (To Be Extended)	
<b>4<sup>th</sup> Floor Buildout (20,000 sf.)</b> 111 West Washington Street, 4 <sup>th</sup> Floor Chicago, IL Job No. 388	Cole Taylor Bank 350 E. Dundee Road Wheeling, IL 60090 Tom Parr 847-537-0020	Partners By Design	\$1,050,834		

## F. H. PASCHEN PROJECTS COMPLETED IN LAST FIVE YEARS

Name of Project	Owner	Architect	Contract Amount	Completion Date or Project Duration	% of Work Self Performed With Own Forces
<b>Armstrong Specialty School Roof Replacement &amp; Tuckpointing</b> 5345 W. Congress Pkwy, Chicago, 60644 Contract No. 434486 Job No. 487	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Timothy Martin, Chief Operating Officer 773-553-2900	C/o Tishman Construction Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Jim McLean 773-553-3136	\$486,000	June, 2002 January, 2003	
<b>Skyway Toll Bridge System - Subcontract - Commercial/Calumet/100<sup>th</sup> Median Deck</b> Chicago, Illinois Job No. 473	Chicago Dept. of Transportation Gonzales Construction Company		\$1,474,847	June, 2002 December, 2002	
<b>Residential Soundproofing Program Phase V, Group 13</b> Los Angeles, California Contract No. DA-3611 FHP Job No. 421	Board of Airport Commissioners Los Angeles International Airport 1 World Way, P.O. Box 92214 Los Angeles, CA 90009 Intissar Durham, Director 310-646-7444	Los Angeles Intl. Airport Residential Soundproofing Bureau 8939 Sepulveda Blvd., Ste. 100 Los Angeles, CA 90045 Kit Yee, Project Engineer 310-646-7444 x 26	\$1,005,847	February, 2002 December, 2002	
<b>Farragut Career Academy</b> 2345 S. Christiana Avenue Chicago, IL 60623 Renovation Work Contract No. 378305 Job No. 453	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Timothy Martin, Chief Operating Officer 773-553-2900 773-553-2921 Facsimile	C/o Tishman Construction Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Jim McLean 773-553-3136 773-553-2921 Facsimile	\$822,000 Orig.	March, 2002 November, 2002	

## F. H. PASCHEN PROJECTS COMPLETED IN LAST FIVE YEARS

Name of Project	Owner	Architect	Contract Amount	Completion Date or Project Duration	% of Work Self Performed With Own Forces
Northside College Prep, Payton High & Brunson Schools Kitchen, Theatre, Interior Remodeling & Misc. Site Work Regions 1 & 2, Chicago, IL Contract No. TBD Job No. 490	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Timothy Martin, Chief Operating Officer 773-553-2900	C/o Tishman Construction Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Jim McLean 773-553-3136	\$198,700	July, 2002 November, 2002	0
Perkins Bass Elementary School Fire Protection/Fire Alarm System 1140 W. 66 <sup>th</sup> St., Chicago, IL 60621 Contract No. 434549 Job No. 481	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Timothy Martin, Chief Operating Officer 773-553-2900 773-553-2921 Facsimile	C/o Tishman Construction Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Jim McLean 773-553-3136 773-553-2921 Facsimile	\$734,000	July, 2002 November, 2002	20%
Patrick Henry Elementary School Fire Protection/Fire Alarm System 4240 N. St. Louis Ave., Chicago, IL 60618 Contract No. 434551 Job No. 483	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Timothy Martin, Chief Operating Officer 773-553-2900 773-553-2921 Facsimile	C/o Tishman Construction Corp. Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Jim McLean 773-553-3136 773-553-2921 Facsimile	\$755,000	July, 2002 November, 2002	20%
Group 2A - Electrical Service Upgrades at Carpenter, Pulaski, Near North, Prescott & Swift Schools Chicago, Illinois Contract No. 328974 Job No. 429	Chicago Public Schools C/o Tishman Construction, C.M. 125 South Clark Street, 17th Floor Chicago, IL 60603 Mr. Jim McLean 773-443-3100	DuSable, Inc. 300 West Adams, Ste. 517 Chicago, IL 60606 Mr. Ronald Ullmann 312-360-9300	\$1,172,000	November, 2001 October, 2002	10%

## F. H. PASCHEN PROJECTS COMPLETED IN LAST FIVE YEARS

Name of Project	Owner	Architect	Contract Amount	Completion Date or Project Duration	% of Work Self Performed With Own Forces
<b>Senn High School</b> Chicago, Illinois	Chicago Public Schools C/o Tishman Construction, C.M 125 South Clark Street, 17th Floor Chicago, IL 60603 Mr. Jim McLean 773-443-3100	Larson & Darby 8755 W. Higgins Rd. Chicago, IL 60631 Mr. Bill Chen 773-399-1011	\$2,744,000	June, 2001 October, 2002	20%
<b>Kenwood Academy High School - Roof, Window &amp; Precast Renov.</b> 5015 S. Blackstone Avenue Chicago, IL 60615 Contract No. 385891 Job No. 454	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Mr. Timothy Martin, Chief Operating Officer 773-553-2900 773-553-2921 Facsimile	C/o Tishman Construction Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Mr. Jim McLean 773-553-3136 773-553-2921 Facsimile	\$3,797,000	March 19, 2002 October, 2002	20%
<b>Nettlehorst School - Phase II - Emergency Roof Repairs</b> 3252 North Broadway Avenue Chicago, IL Contract No. Job No. 458	Chicago Public Schools Department of Operations 125 South Clark Street, 16th Floor Chicago, IL 60603 Mr. Timothy Martin, Chief Operating Officer 773-553-2900 773-553-2921 Facsimile	C/o Tishman Construction Construction Managers Chicago Board of Education Capital Improvement Program 125 South Clark Street, 16 <sup>th</sup> Fl. Chicago, IL 60603 Mr. Jim McLean 773-553-3136 773-553-2921 Facsimile	\$1,725,000	June 3, 2002 October, 2002	20%
<b>Installation of New Substructure @ M.P. 18-8, Track No. 2</b> Harvey, Illinois Contract No. 02-007 Job No. 465	CN/Illinois Central Railroad Co. Gulf Division 17641 South Ashland Ave. Homewood, IL 60430 Mr. Don Lewis, Manager of Bridges & Structures 708-206-3507 Mr. A.J. Scampini, Distr. Officer 708-206-3500	Bowman Barrett & Assoc. 130 E. Randolph Street Chicago, IL 60601	\$1,573,000	May 1, 2002 September, 2002	45%

## F. H. PASCHEN PROJECTS COMPLETED IN LAST FIVE YEARS

Name of Project	Owner	Architect	Contract Amount	Completion Date or Project Duration	% of Work Self Performed With Own Forces
Martin Luther King High School Chicago, Illinois	Chicago Public Schools C/o Fishman Construction, C.M 125 South Clark Street, 17th Floor Chicago, IL 60603 Mr. Jim McLean 773-443-3100	Urban Works, Ltd. 213 W. Institute Place Chicago, IL 60610 Ms. Laura Racelis-Paradiso	\$1,698,000	June, 2001 September, 2002	20%
New Region 2 Office & Tri-County Park Visitor's Center Tri-County State Park Bartlett, IL (DuPage County) Contract No. 50-0932-81 Job No. 365	IL Capital Development Board 401 South Spring St., 3 <sup>rd</sup> Floor Springfield, IL 62706-4050 217-782-2864	Patrick Engineering, Inc. 22W600 Butterfield Road Glen Ellyn, IL 60137 630-790-7600	\$5,428,000	June 23, 2000 September, 2002	25%
Early Childhood / Administration Center 1500 McDaniel Evanston, IL 60201 Job No. 423	Evanston/Skokie School Dist. 65 Office of Facilities & Services 1314 Ridge Avenue Evanston, IL 60201 Mr. Larry Shanok, CFO	Cannon Design One North Franklin, Suite 725 Chicago, IL 60606 Mr. Brian Jack 312-346-2270	\$12,021,671	July, 2001 September, 2002	
Improvements at Pumping Stations and SCADA System Replacement Lincolnshire, IL Contract No. A-2001 Job No. 403	Village of Lincolnshire One Olde Half Day Road Lincolnshire, IL 60069-3035 Mr. Frank Tripicchio, Jr., Director of Public Works 847 883-8600	Alvord, Burdick & Howson 20 North Wacker, Ste. 1401 Chicago, IL 60606 William L. Meinholz, P.E. 312-236-9147	\$1,123,500	April, 2001 September, 2002	



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name FHP Tectonics Corp. d/b/a
- (b) State and City in which incorporated F.H. Paschen/S.N. Nielsen & Associates
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois

Burke Burns & Pinelli, Ltd., Three First National Plaza, Ste. 3910, Chicago, IL 60602

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

SEE ATTACHED CORPORATION RESOLUTION

_____ Name	_____ Title
_____ Name	_____ Title

If submitted by a partnership:

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

If submitted by an individual:

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

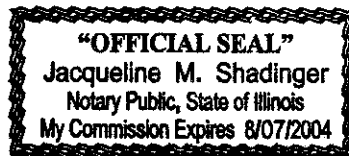
Signature of Affiant Scott F. Poremba, President

Subscribed and sworn to before me this 4 day of March 2003

Jacqueline M. Shadinger  
Notary Public

(SEAL)

My Commission expires: 8-7-04



CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution adopted by the Board of Directors of said Corporation pursuant to a Consent, dated May 1, 2002, signed by all of said Directors:

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

Frank H. Paschen	Chairman, Director, Chief Executive Officer
Jack Spiro Dibie	Director, Vice Chairman, Treasurer
Scott F. Poremba	President, Chief Operating Officer
Timothy J. Pearson	Senior Vice President, Chief Financial Officer, Secretary
Joseph V. Scarpelli	Executive Vice President
W. Mark Barkowski	Vice President
James V. Blair	Vice President
Robert F. Zitek	Vice President
Carol Einfalt	Assistant Secretary

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

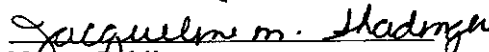
IN WITNESS WHEREOF I have hereunto set my hand and affixed the Corporate seal of said Corporation, this 2nd day of January, 2003

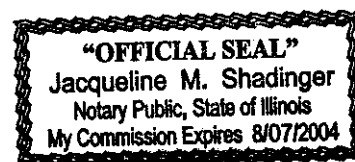
  
Timothy J. Pearson  
Secretary

(Corporate Seal)

State of Illinois  
County of Cook

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2003

  
Notary Public



## 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: General Construction  
 Description of goods or services to be provided under Contract: 1301  
City Colleges of Chicago- Title II ADA Compliance Plan
2. Name of Contractor: FHP Tectonics Corp. d/b/a F.H. Paschen, S.N. Nielsen & Associates
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

**Retained Parties:**

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
SEE ATTACHED LIST			

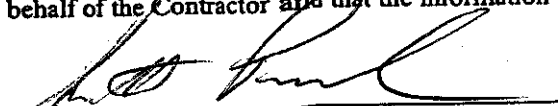
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: \_\_\_\_\_

## 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

April 11, 2003

Date

Scott F. Poremba

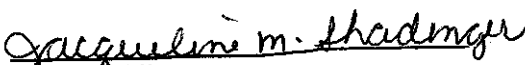
Name (Type or Print)

President

Title

Subscribed and sworn to before me

this 11th day of April 2003

  
Notary Public



**DISCLOSURE OF RETAINED PARTIES**

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 as necessary. NOTE: You must include information about certified MBE/WBE's you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

NAME:	C.L. Bec Construction
ADDRESS:	2934 N. MontClare Ave. Chicago, IL 60634
RELATIONSHIP:	Sub-Contractor
FEES:	\$160,000.00 Estimated
NAME:	Environmental Services, Inc
ADDRESS:	1237 Circle Ave. Forest Park, IL 60130
RELATIONSHIP:	Sub-Contractor
FEES:	\$65,000.00 Estimated
NAME:	Chakra, Inc.
ADDRESS:	1125 Garfield Ave. Oak Park, IL 60304
RELATIONSHIP:	Sub-Contractor
FEES:	\$209,000.00 Estimated
NAME:	Power & Lighting Systems, Inc.
ADDRESS:	44200 Soo Line Lane Schiller Park, IL 60176
RELATIONSHIP:	Sub-Contractor
FEES:	\$87,000.00 Estimated
NAME:	
ADDRESS:	
RELATIONSHIP:	
FEES:	
NAME:	
ADDRESS:	
RELATIONSHIP:	
FEES:	
NAME:	
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RELATIONSHIP:	
FEES:	
NAME:	
ADDRESS:	
RELATIONSHIP:	
FEES:	

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1301**

**Bond No. SW6430 & 929206695**

KNOW ALL MEN BY THESE PRESENTS, that we, FHP Tectonics Corporation d/b/a FH Paschen/SN Nielsen & Associates,

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

St. Paul Fire and Marine Insurance Company\* &

National Fire Insurance Company of Hartford\*\*

a corporation organized and existing under the laws of the State of Minnesota, with offices in the State of \* Illinois \*, as <sup>Co-</sup>Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of One Million Nine Hundred Eleven Thousand Five Hundred Dollars and No Cents (\$1,911,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated April 8, 2003, for the fabrication, delivery, performance and installation of

**\*City Colleges of Chicago – Title II ADA Compliance Plan at:**

Daley College, 7500 S. Pulaski Road, Chicago, IL 60652

Truman College, 1145 W. Wilson, Chicago, IL 60640

Central Administration, 225 W. Jackson Boulevard, Chicago, IL 60606

Truman College (Phase II), 1200 W. Sunnyside Ave., Chicago, IL 60640

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

\*\* Connecticut

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

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 Nine Hundred Eleven Thousand Five Hundred Dollars and No Cents (\$1,911,500.00 ), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

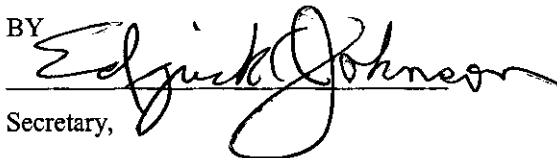
No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract 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. 1301

**BOND APPROVAL**

BY



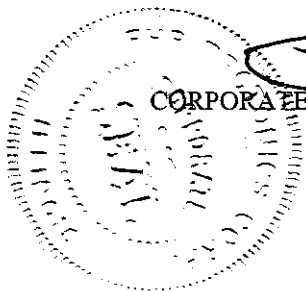
Secretary,

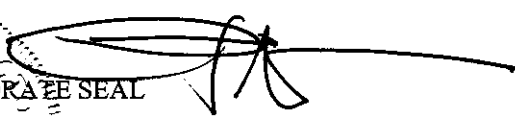
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Timothy J. Pearson, certify that I am the \_\_\_\_\_ Secretary of the FHP Tectonics Corporation d/b/a FH Paschen/SN Nielsen & Associates, corporation named as Principal in the foregoing performance and payment bond, that Scott F. Poremba 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 April 2003.







PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this April 11, 2003, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

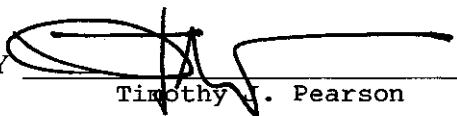
\_\_\_\_\_  
City State

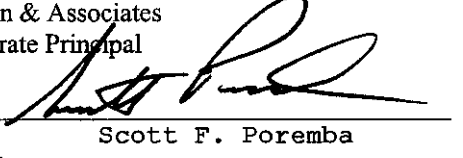
\_\_\_\_\_  
Partner

CORPORATE SEAL

ATTEST:

FHP Tectonics Corp. d/b/a FH Paschen /SN  
Nielsen & Associates  
Corporate Principal

BY   
Timothy J. Pearson

BY   
Scott F. Poremba

Secretary  
Title

President  
Title

O'Hare Plaza  
8725 W. Higgins, Suite 200  
Chicago, Illinois 60631

St. Paul Fire and Marine Insurance Company &  
National Fire Insurance Company of Hartford  
Corporate Surety

BY   
Adrienne C. Stevenson

Attorney-in-Fact  
Title

Willis of Illinois, Inc.  
10 S. LaSalle, Chgo, IL 60603  
Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ Sliding Scale per thousand. \*\*  
Total amount of premium charged is \$ 13,182.00 \*\*

\* 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.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. **23780**

Certificate No. **1704849**

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

**Adrienne C. Stevenson, Patricia M. Stein, John K. Johnson, Samuel L. Ware, Jr., and Candace T Stevenson**

of the City of Chicago, State Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and sealed this 10<sup>th</sup> day of March, 2003.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.



*[Signature]*  
PETER W. CARMAN, Vice President

State of Maryland  
City of Baltimore

*[Signature]*  
THOMAS E. HUIBREGTSE, Assistant Secretary

On this 10<sup>th</sup> day of March, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

**In Witness Whereof**, I hereunto set my hand and official seal.  
My Commission expires the 1st day of July, 2006.



*[Signature]*  
REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 11th day of April, 2003



*Thomas E. Huibregtse*

Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

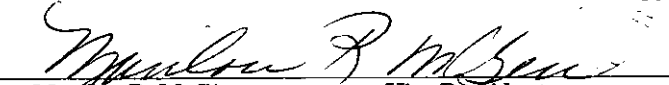
**CERTIFICATION OF POWER OF ATTORNEY**

The undersigned officer of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, hereby certifies that the Power of Attorney that this Certification accompanies is authentic and valid, and remains in full force and effect as of this date.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their duly authorized officer and their corporate seals to be hereto affixed on this 11 day of April, 2003.



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

  
Mardou R. McGirr Vice President

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

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

**Patricia M Stein, John K Johnson, Adrienne C Stevenson, Candace T Stevenson, Samuel L Ware Jr, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 13th day of March, 2003.



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

*Michael Gengler*  
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 13th day of March, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires-September 17, 2006

*Eliza Price*  
Eliza Price Notary Public

**CERTIFICATE**

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 11th day of April, 2003.



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

*Mary A Ribikawskis*  
Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

### "Article IX—Execution of Documents

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

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

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

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

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

### "Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

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

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

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

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

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

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

**STATE OF ILLINOIS  
COUNTY OF COOK**

On this 11th day of April, 2003, before me  
personally came Adrienne C. Stevenson to me  
known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of National Fire Insurance Company of Hartford

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.

Candace T. Stevenson  
NOTARY PUBLIC

OFFICIAL SEAL  
CANDACE T. STEVENSON  
NOTARY PUBLIC-STATE OF ILLINOIS  
MY COMMISSION EXPIRES FEBRUARY 25, 2006

**My Commission Expires**

February 25, 2006

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1301

## 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.



## PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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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.

# PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**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**

# PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

## PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1301

2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

## Cook County Prevailing Wage for January 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		34.350	37.430	2.0	2.0	2.0	3.950	5.150	0.000	0.150
BRICK MASON		BLD		30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
CARPENTER		ALL		31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
CEMENT MASON		ALL		32.000	33.000	2.0	1.5	2.0	4.880	3.750	0.000	0.150
CERAMIC TILE FNSHER		ALL		23.850	0.000	2.0	1.5	2.0	4.250	3.700	0.000	0.210
COMM. ELECT.		BLD		28.500	30.000	1.5	1.5	2.0	3.750	5.080	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000	0.160
ELECTRIC PWR GRNDMAN		ALL		25.310	37.800	1.5	1.5	2.0	3.360	5.960	0.000	0.120
ELECTRIC PWR LINEMAN		ALL		32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000	0.160
ELECTRICIAN		ALL		32.650	34.650	1.5	1.5	2.0	6.600	5.830	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		34.475	38.780	2.0	2.0	2.0	4.775	2.510	2.070	0.000
FENCE ERECTOR		ALL		21.840	23.090	1.5	1.5	2.0	4.300	5.120	0.000	0.000
GLAZIER		BLD		27.800	28.800	1.5	2.0	2.0	4.540	7.800	0.000	0.200
HT/FROST INSULATOR		BLD		29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000	0.230
IRON WORKER		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER		ALL		28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
LATHER		BLD		31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		ALL		23.000	0.000	1.5	1.5	2.0	3.600	3.800	0.000	0.240
MARBLE MASON		BLD		26.780	28.280	1.5	1.5	2.0	4.300	6.600	0.000	0.230
MILLWRIGHT		ALL		31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
OPERATING ENGINEER		BLD	1	33.850	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		BLD	2	32.550	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		BLD	3	30.000	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		BLD	4	28.250	37.850	2.0	2.0	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		FLT	1	36.300	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER		FLT	2	34.800	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER		FLT	3	31.000	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER		FLT	4	25.750	36.300	1.5	1.5	2.0	5.150	4.000	1.600	0.000
OPERATING ENGINEER		HWY	1	32.050	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		HWY	2	31.500	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		HWY	3	29.450	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		HWY	4	28.050	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
OPERATING ENGINEER		HWY	5	26.850	36.050	1.5	1.5	2.0	5.400	4.250	1.700	0.500
ORNAMNTL IRON WORKER		ALL		28.850	30.350	2.0	2.0	2.0	4.300	7.370	0.000	0.000
PAINTER		ALL		29.850	33.580	1.5	1.5	1.5	4.300	4.300	0.000	0.340
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		ALL		31.970	33.470	1.5	1.5	2.0	4.710	3.510	0.000	0.440
PIPEFITTER		BLD		33.480	35.480	1.5	1.5	2.0	4.470	5.100	0.000	0.000
PLASTERER		BLD		29.090	30.090	1.5	1.5	2.0	4.000	5.100	0.000	0.400
PLUMBER		BLD		35.000	37.000	1.5	1.5	2.0	4.500	2.990	0.000	0.000
ROOFER		BLD		30.850	32.850	1.5	1.5	2.0	3.950	2.380	0.000	0.320
SHEETMETAL WORKER		BLD		30.730	33.190	1.5	1.5	2.0	4.310	6.790	0.000	0.490
SIGN HANGER		BLD		22.530	23.380	1.5	1.5	2.0	3.730	1.890	0.440	0.000
SPRINKLER FITTER		BLD		33.700	35.200	2.0	2.0	2.0	4.600	4.950	0.000	0.400
STEEL ERECTOR		ALL		30.000	31.500	2.0	2.0	2.0	5.060	8.740	0.000	0.220
STONE MASON		BLD		30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
TERRAZZO FINISHER		BLD		23.240	0.000	1.5	1.5	2.0	4.500	5.630	0.000	0.170
TERRAZZO MASON		BLD		27.500	29.000	2.0	1.5	2.0	4.500	6.350	0.000	0.160
TILE MASON		BLD		29.130	31.130	2.0	1.5	2.0	4.250	4.450	0.000	0.400
TRAFFIC SAFETY WRKR		HWY		19.650	21.150	1.5	1.5	1.5	2.100	0.900	0.000	0.000
TRUCK DRIVER	E	ALL	1	25.900	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000



TRUCK DRIVER	E	ALL	2	26.150	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	E	ALL	3	26.351	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	E	ALL	4	26.550	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	W	ALL	1	26.400	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL	2	26.550	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	26.750	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	26.950	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TUCK POINTER		BLD		29.650	30.650	1.5	1.5	2.0	3.660	4.500	0.000	0.260

**Legend:**

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

**Explanations****COOK COUNTY**

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

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

**EXPLANATION OF CLASSES**

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

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

**COMMUNICATIONS ELECTRICIAN** - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other

raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

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

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

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

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

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile

Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

#### OPERATING ENGINEERS - FLOATING

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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with

shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

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

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall

undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

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



Richard J. Daley Center  
50 W. Washington Street  
Room 200  
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Assistant Secretary  
TIMOTHY J. MITCHELL

April 8, 2003

Scott F. Poremba  
FHP Tectonics Corporation d/b/a FH Paschen/SN Nielsen & Associates  
O'Hare Plaza  
8725 West Higgins, Suite 200  
Chicago, Illinois 60631

RE: **Notice of Award**

Contract No.: 1301

Type of Work: City Colleges of Chicago - Title II ADA Compliance Plan at  
Daley College, Truman College, and Central Administration

Project: CCB-17, CCL-25, CCA-17

Dear Mr. Poremba:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on April 8, 2003 the Commission awarded to your company Contract No. 1301 in the amount of \$1,911,500.00.

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 April 15, 2003.

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

Sincerely,

Kevin Gujral  
Executive Director

cc: J. Gallagher  
Target  
Boyle & Associates, Ltd.



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May 5, 2003

Scott F. Poremba  
FHP Tectonics Corporation d/b/a FH Paschen/SN Nielsen & Associates  
8725 West Higgins, Suite 200  
Chicago, Illinois 60631

RE: **NOTICE TO PROCEED**

Contract No.: 1301

Project No.: CCB-17, CCL-25, CCA-18

Type of Work: City Colleges of Chicago-Title II ADA Compliance Plan

Project: Interior Renovations

Dear Mr. Poremba:

Pursuant to Contract No.1301, which was awarded to your firm on **April 8, 2003** you are hereby notified that the commencement date for this project is **May 5, 2003**.

Pursuant to the Contract, all work must be completed within 196 consecutive calendar days of the commencement date. The preliminary acceptance date is established as **November 17, 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.

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

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. Boyle & Associates, Ltd. 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: Jason Dierker

Company: Boyle & Associates, Ltd.

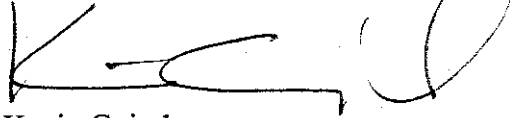
Address: 203 North LaSalle Street, Suite M8, Chicago, IL 60601

along with a copy to Jim Gallagher, 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 May 5, 2003.**

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**

A handwritten signature in black ink, appearing to read 'Kevin Gujral', written over a horizontal line.

Kevin Gujral  
Executive Director

KG/jm

Cc: Jack Brankin  
K. Gujral  
J. Gallagher  
Julia Sportolari  
Nancy Jahnel  
Target