

**Contractor:** McHugh/Riteway Joint Venture  
**Address:** 1737 South Michigan Avenue  
**City/State/Zip:** Chicago, Illinois 60616  
**Phone Number:** (312) 986-8000  
**Fax Number:** (312) 431-8518

**TO BE EXECUTED IN DUPLICATE**

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

**CONTRACT NO. 1304**

**Little Village High School  
New Construction  
3126 South Kostner Ave  
Chicago, IL 60623  
CPS-14**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
Chairman**

**Kevin S. Gujral  
Executive Director**

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

**BY  
Alfred Benesch & Company  
205 North Michigan Ave.  
Chicago, IL 60601**

*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 (with Community Hiring requirement)" 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. 1304

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**DOCUMENT SUBMITTAL CHECKLIST**

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

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

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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:

**Little Village High School  
New Construction  
3126 South Kostner Ave  
Chicago, IL 60623  
CPS-14**

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

- a) As described in the specifications, the project consists of the construction of a new high school facility, including associated parking facilities and outdoor athletic areas (baseball, basketball, and soccer fields).
- 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: Chicago Public Schools**

4. **Commission's Representative's Name, Address, and Phone Number: Alfred Benesch & Company, 205 North Michigan Ave, Chicago, IL 60601 (312) 565-0450.**

5. **Architect's Name, Address, and Phone Number: Gonzalez Hasbrouck and Guajardo Associates, 180 North Wabash Ave., Chicago, IL 60601, (312) 458-1200.**

6. **Commission's Project Manager: Yoav Yaakoby**

7. **Ward: 22**

8. **City Funded?: No**

9. **Do Bidders need to be Pre-Qualified? Yes**

10. **Inspection of Site**

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have

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been discovered by inspection of the Site. Site inspection shall be arranged through **Public Building Commission of Chicago.**

11. **Documents Available from: Gonzalez Hasbrouck and Guajardo Associates, 180 North Wabash Ave., Chicago, IL 60601, (312) 458-1200.**
12. **Pre-Bid Meeting Date, Time, and Location: Wednesday, July 9, 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: Friday, July 25, 2003 at 2:00 p.m.**
14. **Amount of Bid Deposit: \$2,800,000**
15. **Administrative Fee: \$5,000.00**
16. **Amount of Contingency Fund: \$2,776,991**
17. **Document Deposit: \$0**
18. **Cost for Additional Documents (per set): At Contractor's own expense (approx. \$600 each set).**
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 **Six Hundred Thirty-Nine (639) Calendar Days** from the issuance of the Notice to Proceed. The Work must be completed as follows:

**Phase I- 45 Calendar Days**

**Phase II- 594 Calendar Days**

**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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**A. Insurance To Be Provided By the Contractor**

**Workers' Compensation and Employer's Liability**

Enrolled Contractors shall provide evidence of Workers' compensation applicable to these projects for off-site exposures

**Part One - Workers' Compensation:** Statutory Limit

**Part Two - Employer's Liability:** Annual Limits:

Bodily Injury by Accident, Each Employee: \$ 500,000  
Bodily Injury by Disease, Policy Limit: \$ 500,000  
Bodily Injury by Disease, Policy Limit: \$ 500,000

Excluded Contractors shall provide evidence of Workers' compensation applicable to these projects for on-site and off site exposures

Where there is a known exposure or potential exposure which may be subject to any maritime law, federal Workers' Compensation laws, or Federal Employer's Liability laws (including, but not limited to, the Longshoreman's & Harbor Workers' Compensation Act, Jones Act, Defense Base Act, and the Federal Employer's Liability Act), the policy shall be endorsed to include coverage for each respective exposure.

**Commercial General Liability**

Enrolled Contractors, Subcontractors and Sub-subcontractors shall provide evidence of general liability insurance applicable to these projects for their off site exposure and must add The Owner and other parties as additional insureds to their policy on a primary & non-contributory basis.

Commercial General Liability Insurance for all operations AWAY FROM THE PROJECT SITE (including Products Liability for any product manufactured, assembled or otherwise Worked upon away from the Project Site) in an "occurrence" form. The coverage shall include all operations of the Contractor, Subcontractor or Sub-subcontractor including explosion, collapse and underground coverage, elevators, independent contractors, products and completed operations for two (2) years beyond Final Completion, Contractual Liability coverage for any contracts related to the Work and Personal and Advertising Injury Liability coverage for claims arising out of the Work. If there are multiple phases to the Project, Final Completion as referenced herein, shall apply to the final phase in which the respective Contractor, Subcontractor or Sub-subcontractor performed Work.

Excluded Contractors shall provide evidence of general liability insurance applicable to these projects for their off site/on site exposures and must add The Owner and other parties as additional insureds to their policy.

Contractor, its Subcontractors and Sub-subcontractors shall provide the following minimum limits of insurance:

\$1,000,000 Each Occurrence Limit, \$1,000,000 Personal and Advertising Injury Limit, \$2,000,000 General Aggregate, and \$1,000,000 Products and Completed Operations Limit. The General Aggregate shall apply on a "per project" or "per location" basis.

Subcontractors not enrolled in the OCIP Program and all of their Sub-Subcontractors:

\$1,000,000 Each Occurrence Limit, \$1,000,000 Personal and Advertising Injure Limit, \$2,000,000 General Aggregate Limit, and \$1,000,000 Products and Completed Operations Limit. The General Aggregate shall apply on a "per project" basis.



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All Contractors and Subcontractors shall provide evidence of automobile liability for off site and on site exposures. The OCIP does not cover automobile liability

Enrolled Contractors shall provide evidence of Excess/Umbrella applicable to these projects for off site exposures

Excluded Contractors shall provide evidence of Excess/Umbrella applicable to these projects for on-site and off site exposures.

**Automobile Liability**

Automobile Liability covering all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than that of the commercial Business Auto Policy in limits not less than \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury and Property Damage shall be provided.

**Excess/Umbrella Liability**

Contractor, its Subcontractors and Sub-subcontractors shall provide \$2,000,000 minimum limits of insurance through an Excess or Umbrella Liability Insurance policy.

**Property Insurance**

Contractors, Subcontractors and Sub-subcontractors shall secure and maintain their own insurance for owned and leased equipment, tools and materials, whether such equipment is located at a Project Site or "in transit". Contractors, Subcontractors and Sub-subcontractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, contractor tools and equipment, scaffolding and temporary structures, whether owned, used, leased or rented by contractor. The OCIP will not cover the personal property, or Equipment of the Contractor or Subcontractor.

**Watercraft and Aircraft Liability**

Should aircraft or watercraft of any kind be used in performance of the Work, Contractor, Subcontractor or Sub-subcontractor shall maintain or cause the operator of the aircraft/watercraft to maintain aircraft/watercraft Public Liability Insurance including Bodily Injury, Property Damage, and Passenger Liability, as respects any aircraft/watercraft owned, used, operated, or hired in connection with the Work in limits of \$5,000,000 combined single limit for Bodily Injury and Property Damage in any one occurrence.

**Rigger's Liability**

Where required, the Subcontractor furnishing the Material Hoist Service shall supply Rigger's Liability Insurance in the minimum amount of \$2,000,000.

**Pollution Liability**

For those Subcontractors involved in the removal, transportation and/or disposal of hazardous materials, Pollution Liability Insurance in the amount of \$2,000,000 per occurrence is required.

Should occurrence coverage not be available but is available on a claims made basis, then such coverage shall begin on the date of contract award and shall survive for a minimum of three (3) years following the date that the last of any hazardous materials were removed, transported, disposed of and/or deposited at

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an appropriate EPA licensed facility. If insurance is available from the insurance industry on an occurrence basis, coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim might arise out of the work performed, such period of time being no less than seven (7) years. Additionally, all insurance coverage shall survive until all hazardous materials are disposed of in an ultimate EPA licensed disposal facility, including an incinerator, and until all federal, state and local environmental requirements have been complied with, whether such compliance is the obligation of the Contractor, its Subcontractor, the Owner or other third parties. All disposal facilities shall provide the Owner and Contractor with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$1,000,000, which covers all claims arising from the disposal facilities' handling and storage of the hazardous materials. Pollution Liability insurance for the transportation of the hazardous material may be carried by the transporter with limits not less than \$1,000,000 per occurrence.

**Professional Liability/Errors & Omissions Insurance (if applicable)**

In the event any Contract specifications requires a Contractor to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$2,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to the Program Administrator within thirty (30) days of any such event.

**Railroad Protective Liability**

When any work is to be adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the named of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof."

Each policy of insurance, unless otherwise noted, shall contain the following provisions:

1. Waiver of Subrogation - Each Contractor, Subcontractor and Sub-subcontractor agrees to waive rights of subrogation against Board of Education of the City of Chicago, The Public Building Commission of Chicago, the Chicago School Associates, Construction Manager and Owner's Representatives as applicable, their agents and employees and all Contractors, Subcontractors, and Sub-subcontractors enrolled in the Board of Education of the City of Chicago OCIP Program.
2. Additional Insured - Other than policies of insurance for worker's compensation, automobile liability and property and equipment, each policy shall be endorsed to name the following as "Additional Insureds" on a "primary & non-contributory" basis, using form Insurance Services Office ("ISO") form CG 20 10, or its equivalent:

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Board of Education of the City of Chicago, The Public Building Commission of Chicago, the Chicago School Associates, Construction Manager and Owner's Representatives as applicable, their parents, subsidiaries and affiliates or successors and their officers, directors, agents and employees."

3. Primary Insurance - Except for operations at the site insured under 11.5 OWNER-CONTROLLED INSURANCE PROGRAM, all policies shall contain language that such insurance coverage shall be primary & non-contributory to any insurance which may be procured, maintained by or on behalf of the Owner or any "Additional Insured's".
4. Separation of Insureds - Each policy shall contain wording such that the insurance afforded by the policy shall apply separately to each insured against whom claim is made or suit is brought.
5. Notice - Each policy shall be endorsed to state that coverage shall not be suspended, canceled, non-renewed or reduced in coverage or in limits except after sixty (60) calendar days advance written notice by certified mail has been given to Board of Education of the City of Chicago.
6. Best Rating - All insurers shall be licensed by the State of Illinois and rated A- VII or better by A.M. Best or comparable rating service. The Director of Risk & Benefits Management of the Board of Education of the City of Chicago must approve any deviation. Satisfactory evidence of insurance coverage shall be submitted to the Board and the Program Administrator upon request.

*B. Board of Education Owner Controlled Insurance Program*

1. The Board of Education of the City of Chicago provides an Owner Controlled Insurance Program (OCIP). Under the OCIP, the Board provides certain insurance coverage for the enrolled Contractor and Subcontractors, along with their eligible employees performing Work at the Site. Coverage provided under the OCIP is outlined in Exhibit 1 "Construction Insurance Manual (CIM)."
2. **Contractor's bid must EXCLUDE all costs for insurance coverage provided under the OCIP.**
3. Certain subcontractors may be excluded from OCIP enrollment; see the CIM for details. Excluded parties, as defined in the CIM, must meet the insurance requirements outlined in the Contract Documents. The insurance costs associated with such excluded parties are to be included in the bid.
4. Bidder is required to participate in the safety programs outlined in the CIM and the Contract Documents. The OCIP enrollment forms (provided in the CIM) must be submitted upon award of the Contract. A Certificate of Insurance evidencing the contractor-required insurance coverage outlined in the CIM and the Contract Documents must also be submitted upon award of the Contract.

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**C. Insurance To Be Provided By the Commission**

**1. Builder's Risk**

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

**H. Notices**

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

1. If to the Commission, notices must be addressed to the attention of **Yoav Yaakoby** with copies to: **Alfred Benesch & Company, 205 North Michigan Ave., Chicago, IL 60610.**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Alfred Benesch & Company, 205 North Michigan Ave., Chicago, IL 60610** 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 Requirements and Incentives**

This Contract is subject to community hiring requirements and incentives. See Part III "Basis of Award (Award Criteria)" and Section 21.03 "Chicago Residents as Employees" for details.

**K. Contractor's Project Manager**

Contractor's full-time Project Manager is required at the Site.

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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. 1304 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)

Addendum 1 dated July 15, 2003, Addendum 2 dated July 21, 2003,  
Addendum 3 dated July 23, 2003, Addendum 4 dated July 24, 2003,  
Addendum 5 dated July 25, 2003

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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	DIVISION	\$ AMOUNT
Sitework	2	3,000,000
Concrete	3	5,000,000
Masonry	4	9,000,000
Steel	5	4,000,000
Carpentry	6	500,000
Roofing/Waterproofing/Sealants	7	2,000,000
Doors & Windows	8	3,000,000
Finishes	9	4,000,000
Specialty Items	10	500,000
Equipment	11	1,000,000
Furnishings	12	500,000
Special Construction	13	400,000
Conveying Equipment	14	100,000
Mechanical	15	5,300,000
Electrical	16	5,250,000
A/V	17	200,000
General Conditions		3,000,000
Fee		3,000,000
<b>SUB-TOTAL</b>		<b>49,750,000</b>
Commission's Contingency Fund		- 0 -
<b>TOTAL BASE BID</b>		<b>49,750,000</b>

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

(\$ 47,859,500 )

## PUBLIC BUILDING COMMISSION OF CHICAGO

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## ALTERNATE: BASEBALL DUGOUTS A &amp; B

No Ask

The alternate dugout consists of a partial height brick masonry wall with limestone coping on a concrete spread footing with a steel supported translucent polycarbonate roof panel system. Additional features include decorative glazed school symbol medallions, protective stainless steel mesh with frame, equipment storage compartments and a teak bench.

	DIVISION	\$ AMOUNT
Sitework	2	2,000 -
Concrete	3	2,000 -
Masonry	4	40,000 -
Steel	5	40,000 -
Carpentry	6	6,000 -
Finishes	7	8,000 -
Glazing	8	40,000 -
Credit for BASE BID Dugouts		<2,000 ->
<b>TOTAL ALTERNATE</b>		<b>136,000 -</b>

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BASE CONTRACT PRICE (to be completed by the Commission): Forty-nine Million

seven hundred fifty thousand dollars and

no cents.

dollars

(\$ 49,750,000.00)

*dkh*



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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

*Richard M. Daley*  
Chairman

*Edmund J. Johnson*  
Secretary

CONTRACTING PARTY

(Print or type names underneath all signatures)

McHugh/Riteway Joint Venture

1737 S. Michigan Ave., Chicago, IL 60616

Contractor Name

Address

If a Corporation:

Bruce E. Lake (McHugh)  
Larry Huggins (Riteway)

By \_\_\_\_\_

*Ben Johnston*  
President  
Title of Signatory

ATTEST By Ben Johnston  
By \_\_\_\_\_

*Ben Johnston*  
Secretary  
Title

CORPORATE SEAL

If a Partnership:

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

If a Sole Proprietorship:

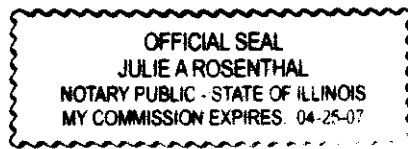
Signature \_\_\_\_\_

NOTARY PUBLIC

Subscribed and sworn to before me on this 21 day of July, 2003.

*Julie A. Rosenthal*  
Notary Public Signature  
Commission Expires: 4-25-07

(SEAL)



**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

McHugh / Riteway Joint Venture

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 July 21, 20 03, 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 July 21, 20 03 to the Public Building Commission of Chicago, for Contract No. 1304 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: Bruce E. Lake (McHugh)  
Larry Huggins (Riteway)
- Vice President: David Alexander
- Secretary: Benjamin Johnston
- Treasurer: Patrick Seery
- Assistant Secretary: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 21 day of July, 20 03.

Ben Johnston  
Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

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>49,750,000</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>.30</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>597,000</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>746,250</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>248,750</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>.05</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>99,500</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

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>149,250</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>.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>49,750</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>1,890,500</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>47,859,500</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 47,859,500

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. 1304

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**

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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. 1304

**TRADE PARTICIPATION**

**PERCENT OF MINORITY**

Sprinkler fitters	30%
Bricklayers	30%
Carpenters	30%
Cement Masons	30%
Electricians	30%
Operating Engineers	30%
Painters	30%
Pipefitters	30%
Plumbers	30%
Roofers	30%
Sheet metal workers	30%

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

**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.	Catch basin or manhole removal and bulkhead	640.00	EA
2.	Catch basin or manhole removal and reset	1,600.00	EA
3.	Pavement removal, bituminous roads, 3" thick	5.00	SY
4.	Pavement removal, bituminous roads, 4"-6" Thick	7.00	SY
5.	Concrete curb and gutter removal	13.00	LF
6.	Pipe removal, sewer/water with excavation, 12" diameter	27.00	LF
7.	Pipe removal, sewer/water with excavation, 15" diameter	29.00	LF
8.	Pipe removal, sewer/water with excavation, 24" diameter	37.00	LF
9.	Pipe removal, sewer/water with excavation, 36" diameter	50.00	LF
10.	Sidewalk removal, 5" concrete	6.00	SY
11.	5" P.C.C. sidewalk including sub base	6.00	SF
12.	Ceiling Type A	3.00	SF
13.	Ceiling Type B	2.75	SF
14.	Ceiling Type C	5.00	SF
15.	Ceiling Type D	6.00	SF
16.	Single face exit sign	300.00	EA
17.	Double face exit sign	400.00	EA
18.	Sprinkler head - pendant type	150.00	EA
19.	Sprinkler head - brass upright	125.00	EA
20.	Single pole toggle switch	137.00	EA
21.	Three-way switch	214.00	EA
22.	Duplex receptacle	201.00	EA
23.	Duplex receptacle - separate circuit	282.00	EA
24.	Smoke detector	350.00	EA
25.	Intercom speaker - ceiling mounted	275.00	EA
26.	Intercom speaker - wall mounted	300.00	EA
27.	Voice outlet	224.00	EA
28.	Data outlet	276.00	EA
29.	Wall mounted motion detector	350.00	EA
30.	Keypad	375.00	EA
31.	Door contact	163.00	EA
32.	Electric strike	141.00	EA
33.	Fire alarm pull station	350.00	EA
34.	Heat detector	350.00	EA
35.	Duct detector	475.00	EA
36.	Combination smoke / heat detector	375.00	EA
37.	Audible alarm device	350.00	EA
38.	Visual alarm device	350.00	EA
39.	Combination audible and visual device	375.00	EA
40.	Light fixture Type A	NOT SCHEDULED	EA
41.	Light fixture Type AA	352.00	EA



PUBLIC BUILDING COMMISSION OF CHICAGO

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42.	Light fixture Type B	NOT SCHEDULED	EA
43.	Light fixture Type B1		EA
44.	Light fixture Type C		EA
45.	Light fixture Type D		EA
46.	Light fixture Type E	NOT SCHEDULED	EA
47.	Removal and disposal of contaminated soil (special waste)	120.00	CY
48.	Removal and disposal of contaminated soil (hazardous waste, if any)	900.00	CY
49.	P.C.C. Sidewalk, 8", Special (Curb Ramps for people with disabilities)	15.00	SF
50.	Protective Coat for concrete	16.00	SY
51.	CB, MH, or Inlet to be cleaned	1,250.00	EA
52.	WW, CB, MH or Inlet to be adjusted	1,280.00	EA
53.	City electric vault or handhold to be adjusted	1,400.00	EA
54.	MH, CB or Inlet to be filled	220.00	EA
55.	Manhole, Type A (Except frame and lid)	3,000.00	EA
56.	Catch Basin (Except Frame and Lids)	1,800.00	EA
57.	Chicago Standard MH, CB, Inlet, and Water Meter Vault Frames	900.00	EA
58.	Lids for manholes, catch basins, inlet, and water meter vault	125.00	EA
59.	Storm Sewer, 6" ESVCP	35.00	LF
60.	Storm Sewer, 8" ESVCP	44.00	LF
61.	Storm Sewer, 12" ESVCP	82.00	LF
62.	Trench backfill	60.00	CY
63.	Class 'SI' concrete (Miscellaneous)	600.00	CY
64.	Ornamental Fencing/Gate	75 PER LF	LS
65.	Special excavation	30.00	CY
66.	Special waste hauling and disposal	60.00	TON
67.	Saw cutting pavement	6.00	LF
68.	Tree removal (6" to 15" dia.)	20.00	IN. DIA
69.	Tree removal (over 15" dia.)	27.00	IN. DIA
70.	Stabilization stone	45.00	CY
71.	Crushed stone (temporary use)	40.00	TON
72.	General Fill 6"	30.00	CY
73.	Select Fill (CA-6) 6"	35.00	CY
74.	Excavation, hauling, and disposal of unsuitable soil.	28.00	CY
75.	Underbed Material (CA-7 or CA-8), 6"	33.00	CY
76.	Bituminous concrete surface course, 1-1/2"	49.00	TON
77.	Bituminous concrete binder course, 1-1/2"	45.00	TON
78.	Level binder (hand method) Type 2	265.00	TON
79.	Bituminous material (prime coat)	3.00	GAL
80.	P.C.C. Comb. Curb and gutter. Type 3 and/or modified curb	15.00	LF
81.	P.C.C. driveway and alley pavement 8"	39.00	SY
82.	P.C.C. barrier curb, Type 4	17.00	LF
83.	Storm sewer, 36" RCP	160.00	LF
84.	Sanitary sewer, 8" ESVCP	70.00	LF
85.	Water service pipe, 8" pipe class 56	90.00	LF
86.	Removal of existing underground structures (footings and foundations)	70.00	CY

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Larry Huggins, being first duly sworn, deposes and says that:

(1) He/She is Representative
(Owner, Partner, Officer, Representative or Agent) of
McHugh / Riteway Joint Venture
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.

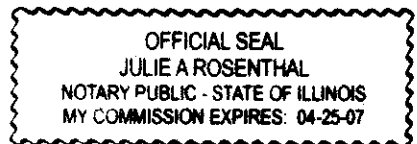
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

[Signature]
(Signed)
President, Riteway Construction Services

(Title)
Subscribed and sworn to before me this 21 day of July 20 03

[Signature]

(Title)
My Commission expires: 4-25-07



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Bruce E. Lake, being first duly sworn, deposes and says that:

(1) He/She is Representative

(Owner, Partner, Officer, Representative or Agent) of
McHugh / Riteway Joint Venture

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

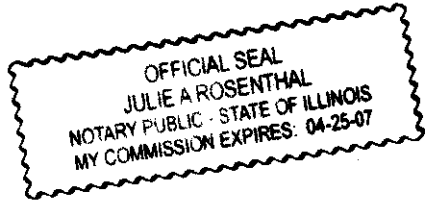
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(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]
(Signed)
President, James McHugh Construction Co.

(Title)
Subscribed and sworn to before me this 21 day of July 20 03

[Signature]
(Title)
My Commission expires: 12/30/07



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

SCHEDULE B - Joint Venture Affidavit  
(1 of 3)

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

- 1. Name of joint venture McHugh/Riteway Joint Venture
- 2. Address of joint venture 1737 South Michigan Avenue  
Chicago, IL 60616
- 3. Phone number of joint venture (312) 986-8000

4. Identify the firms that comprise the joint venture  
James McHugh Construction Co. and Riteway Construction Services

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.)  
See Joint Venture Agreement

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
James McHugh Construction Co. has been in business for 106 years and has performed in Chicago as a general contractor.

5. Nature of joint venture's business  
General contractor, concrete contractor

6. Provide a copy of the joint venture agreement. See Joint Venture Agreement

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 25 %

8. Specify as to:

A. Profit and loss sharing 25 %

B. Capital contributions, including equipment 25 %

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
None

D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
None

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

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 Bruce E. Lake, white, male, James McHugh Construction Co., President  
Larry Huggins, African-American, male, Riteway Construction Services, President

B. Management decisions such as:

1) Estimating  
Michael Whelan, white, male, James McHugh Construction Co., Chief Estimator/PM

2) Marketing and Sales  
Michael Meagher, white, male, James McHugh Construction Co., VP Marketing

3) Hiring and firing of management personnel  
Bruce E. Lake, white, male, James McHugh Construction Co., President

4) Other  
Al Maday, white, male, Riteway Construction Services, PM

C. Purchasing of major items or supplies  
Michael Whelan, white, male, James McHugh Construction Co., Chief Estimator/PM

D. Supervision of field operations  
Kevin Daniels, white, male, James McHugh Construction Co., Superintendent

E. Supervision of office personnel  
Larry Huggins, African-American, male, Riteway Construction Services, President

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.

See Joint Venture Agreement

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.

Joint Venture employees - 3 carpenters, 3 laborers, 3 iron workers

1 operator

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

See Joint Venture Agreement

Public Building Commission of Chicago  
Contract No. 1304  
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.

McHugh Riteway Joint Venture  
Name of Joint Venturer  
[Signature]  
Signature  
Bruce E. Lake  
Name  
President (McHugh)  
Title  
Date

State of Illinois County of Cook

On this 21 day of July, 2003,  
before me appeared (Name)

Bruce E. Lake

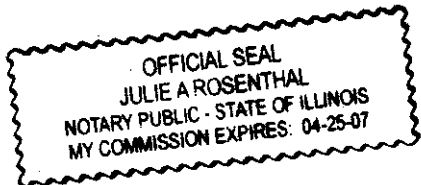
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

McHugh Riteway Joint Venture

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

[Signature]  
Notary Public

Commission expires: 42507  
(SEAL)



McHugh Riteway Joint Venture  
Name of Joint Venturer  
[Signature]  
Signature  
Larry Huggins  
Name  
President (Riteway)  
Title  
Date

State of Illinois County of Cook

On this 21 day of July, 2003,  
before me appeared (Name)

Larry Huggins

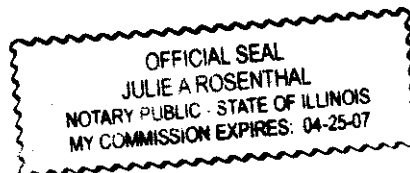
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

McHugh Riteway Joint Venture

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

[Signature]  
Notary Public

Commission expires: 42507  
(SEAL)



**PRE-BIDDING AND JOINT VENTURE AGREEMENT**

This Agreement, made and entered into the 31<sup>st</sup> day of July, 2003, by and between James McHugh Construction Co. ("McHugh"), a corporation chartered under the laws of the State of Illinois, with its principal offices in Chicago, Illinois and Riteway Construction Services, Inc. ("Riteway"), a corporation chartered under the laws of the State of Illinois, with its principal offices in Chicago, Illinois.

**WITNESSETH**

WHEREAS, the parties hereto, in the name of the McHugh/Riteway Joint Venture, have agreed to prepare and jointly submit a bid to Public Building Commission of Chicago ("the Owner") for the performance of construction of the Project known as Little Village High School New Construction, 3126 South Kostner Ave, Chicago, Illinois, Contract No. 1304 ("the Project") and anticipate being awarded a contract by Owner for the construction thereof (which anticipated contract will hereinafter be referred to as the "Contract", and the work to be done thereunder will hereinafter be referred to as "the Project");

WHEREAS, in the event and only in the event the parties are awarded said Contract, the parties hereto desire that their interests in the services to be rendered and the work to be done under the proposed Contract and any profits derived therefrom, and any liability for losses arising out of the performance thereof, be defined by an agreement in writing.

NOW, THEREFORE, said parties hereto hereby constitute themselves as Joint Venturers for the purpose of performing and completing the Contract in the event same is awarded as aforesaid, but not for any other purposes, it being expressly understood that this agreement contemplates only the performance of the work, and the providing of labor and materials necessary to the completion of the proposed Contract and that the parties are not making any permanent partnership agreement or permanent joint venture agreement to bid for or undertake

any contracts other than the proposed Contract, and nothing in this agreement shall be construed as a limitation of the powers or rights of any party hereto to carry on its separate business for its sole benefit, except, however, the parties hereto shall cooperate with each other according to the terms and spirit hereof in proposed Contract, it being expressly recognized that the Joint Venture Agreement and any duties, liabilities and responsibilities hereunder are conditional upon the award of the Contract.

To carry out the Joint Venture, the parties hereto mutually agree as follows:

1. The proposal shall be submitted in the names of the parties hereto as Joint Venturers, provided, however that no proposal shall be submitted naming either party as one of the Joint Venturers unless that party shall have agreed to the amount and all of the terms of the proposal. After a proposal has been submitted, no change shall be made therein unless each change shall be consented to by all parties. If a proposal of the parties is accepted by the Owner, the parties shall execute a contract, with joint and several liability to each of them.
2. Any costs incurred by a party prior to the date of award of the Contract shall be borne solely by that party and shall not be included as construction cost.
3. The interests of the parties in and to the Contract, and in and to all materials, tools, equipment and property acquired by the Joint Venturers in connection with performance of the Contract, and in and to all profits realized therefrom, and the liability and responsibility of the parties for any losses sustained therefrom shall be in the following proportions:

McHugh	75%
Riteway	25%

Each party hereby indemnifies the other against any loss or liability exceeding the proportions stated above by reason of any liability incurred by or loss sustained in connection with the Contract, or by reason of the execution of any surety company bonds or indemnity agreements executed in connection therewith.



4. (a) McHugh shall be designated the Managing Party and shall have general charge and supervision over the performance of the Contract but shall be without liability to the other party for losses caused or sustained as a result of good faith errors of judgment or mistakes in its actions as Managing Party.

The Managing Party shall have the power, which it may delegate in the name of the Joint Venture, to execute and deliver purchase orders, rental agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Contract.

(b) The Managing Party shall designate a Project Manager who shall serve at its pleasure and be subject only to its control. The Project Manager shall manage and supervise the work called for by the Contract and shall have such specific powers as the Managing Party may, from time to time, delegate. Each party shall execute such documents as are required by the Managing Party to evidence the authority of the Managing Party and the Project Manager.

(c) Riteway shall assign an Assistant Project Manager who shall have input in all management and supervisory decisions.

5. In order to facilitate the handling of all matters and questions in connection with the performance of the Contract by the parties hereto, each of the parties hereby appoints the following representative to act for it in all such matters, with full and complete authority to act on its behalf in relation to any matter or thing in connection with, arising out of, or relative to, the Joint Venture, and to act for and bind the respective parties appointing such representatives in all matters or things involving the performance of the Contract, including but not limited to, those of a contractual nature with the Owner or third parties.

McHugh appoints Bruce E. Lake as its representative.

Riteway appoints Larry Huggins as its representative.

Either party may change its representative at any time by written notice to the other.

6. (a) All working capital, when and as required for performance of the Contract, shall be furnished by the parties in proportion to their respective interests in the Contract as set forth in Paragraph 3. The need for working capital and the dates on which it is to be furnished shall be determined by the Managing Party. The initial contribution of working

capital shall be in the total amount of \$20,000.00 which shall be advanced by the parties within thirty (30) days after the award of the contract to the Joint Venture. The working capital so provided, and all other funds received by the Joint Venture shall be deposited in such banks and shall be subject to withdrawal upon the signatures of such persons as the parties hereto may from time to time direct. Those authorized to deal with the funds of the Joint Venture shall be bonded in such amounts and in such companies as the parties shall determine.

(b) All working capital advanced shall be repaid to the parties advancing it prior to the distribution of any profits. No part of any advances made by the parties shall be returned to the parties (except insofar as one party shall have advanced capital in excess of its proportionate interest in the Contract), and no distribution of profits shall be made prior to completion of the Project, except by mutual written consent of the Parties.

(c) Neither party shall have the power to borrow money or pledge the credit of the other party to this Agreement or on their joint credit, except by mutual written consent.

(d) Failure of a party to provide funds when called upon by the Joint Venture shall constitute default by that party and shall invalidate that party's participation in profits earned after the default. The obligation of the defaulting party to provide funds may be assumed by the other party, in which event the defaulting party shall pay interest to the other party on its excess contribution at a rate equal to the prime rate of the First National Bank of Chicago, plus 3% for the periods of time such excess contributions are utilized by the Joint Venture. The party in default shall not be relieved of its obligation to pay for its share of losses in the proportion set out in Paragraph 3.

(e) In addition to working capital, the parties shall provide sufficient and suitable personnel, materials, tools, equipment, supplies and all other property requisite for the completion of the Contract, and shall cooperate with each other to the end that the Contract will be performed and carried to completion in the manner therein provided.

(f) McHugh shall provide all workers' compensation and general liability insurance for the Project and shall be reimbursed by the Joint Venture at 110% of the standard premium rate for such insurance.

7. Separate books of account for the Contract shall be maintained for the entry of all accounts in connection with the Contract, and shall be kept at the offices of McHugh or elsewhere as the parties hereto may determine, the same to be open to examination by the parties hereto. All costing information will be provided to Riteway on a monthly basis. Upon completion of the Contract, a true and correct accounting shall be had of all expenses and all accounts, vouchers, records and data relating to the Contract and its performance.

To the extent that said records must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the parties hereto may from time to time determine, and the cost thereof shall be borne by the parties hereto in the proportions stated in Paragraph 3 hereof.

8. (a) Construction costs to be charged to the Joint Venture shall include the costs of all subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance, taxes on labor or material, legal and accounting fees, liabilities not secured by insurance, and all other expenses and obligations incurred and suffered in or about the performance of the Contract, which expenses and obligations are of a nature which under sound accounting practice would be properly charged as a cost of performance of the Contract.
- (b) If the Managing Party uses a data processing system for such services as accounting and tabulating work, then the Managing Party shall charge the Joint Venture the sum of \$10,000.00 per month (not to exceed 24 months for the entire project) for the use of this system. In addition, the Managing Party shall receive as compensation for the general supervision and management of the work 10% of the net profits as determined when services are completed. Services will be deemed completed only when the contract is completed, when all income earned has been received and when all contract costs have been paid. The Managing Party has no right to receive such fee nor will the amount thereof be determined until the final contract profit is determined.
9. Upon the completion of the Project, after providing for and paying all costs disbursed and/or incurred for its performance, and any and all other costs and charges required by the Contract and ordinarily and usually charged as costs in performance of such a

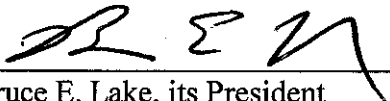
contract, including payment of any and all claims not covered by insurance, or by providing proper reserves for any such claims, which shall have either been brought against the parties or may be reasonably anticipated, and after providing reserves for contingency, if any, that shall be determined by the parties hereto to be necessary; and after repaying all sums advanced by either party for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided between the Venturers in accordance with their ratable interest as set forth in Paragraphs 3 and 4, above. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed, provided, however, the parties hereto may, by mutual consent, cause distribution from time to time of the profits of this Joint Venture.

10. In the event of the bankruptcy or insolvency of either of the parties hereto, or should either of the parties hereto commit an act of bankruptcy, or take advantage of any bankruptcy, reorganization, composition or arrangement statute, then: (1) such party (hereinafter referred to as the insolvent party) from and after such date, and its representative, as hereinbefore referred to (anything in this agreement shall to the contrary notwithstanding) shall cease to have any say or voice in the management of the Project and the Contract; (2) shall not participate in the profits (if any) earned after the date of insolvency; (3) the insolvent party's delegation of authority to its representatives pursuant to Paragraph 5, shall be deemed canceled; (4) the representative designated by the other party hereto shall have the full power and authority previously delegated to the insolvent party's representative; and (5) whenever it is provided in this agreement that the act, consent or decision of the parties hereto is required, it shall be deemed to mean the act, consent or decision of the non-insolvent party hereto, excluding the insolvent party.
11. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms thereof and of this agreement. This relationship established by this agreement shall be construed and deemed to be a Joint Venture for the carrying out of the Contract. Nothing herein contained shall be considered to constitute any party hereto as the general agent of the other party, nor to constitute the parties hereto as partners, except to the extent of and for the performance of the Contract.

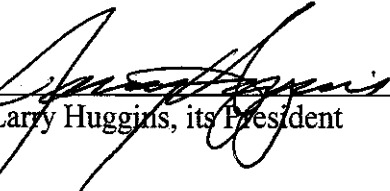
12. Neither this agreement nor any interest of the parties or any one of them herein, including any interest in any monies belonging to, or which may accrue to the Joint Venture, in connection with the Contract or any interest in the Joint Venture, or in any property of any kind employed or used in connection with the Contract, may be assigned, pledged, transferred or hypothecated, except that in the event one of the parties desires to obtain banking accommodations, such party may assign, pledge, or hypothecate its interest in the monies to be received by such party hereunder to the lending institution as security for said banking accommodations with the prior written consent of the other party hereto.
13. All monies contributed by the parties and all monies received as payment under the Contract, or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract, and for no other purpose, until said Contract shall have been fully completed and accepted by the Owner and all obligations of the parties hereto have been paid or otherwise discharged, or adequate reserves have been set up to take care of any such obligations, and such reserves likewise shall be treated as trust funds until the same shall have been disbursed for the purpose for which they were created or so much thereof as may remain shall be returned to the parties hereto as provided in this agreement.
14. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute but a single instrument.

IN WITNESS WHEREOF, the parties hereto have duly set their hands and seals the day and year first above written.

JAMES McHUGH CONSTRUCTION CO.  
1737 S. Michigan Avenue  
Chicago, Illinois 60616

By:   
Bruce E. Lake, its President

RITEWAY CONSTRUCTION SERVICES, INC.  
1030 East 87th St.  
Chicago, IL 60619

By:   
Larry Huggins, its President

**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: Little Village High School

Project Number: 1304

FROM:

Riteway Construction Services MBE  WBE   
(Name of MBE or WBE)

TO:

McHugh/Riteway Joint Venture and Public Building Commission of Chicago  
(Name of General Bidder)

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

a Sole Proprietor  a Corporation  
 a Partnership  a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 30, 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.

general construction, concrete, carpentry, joint venture partner in general construction

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

See Joint Venture Agreement 12,440,000

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

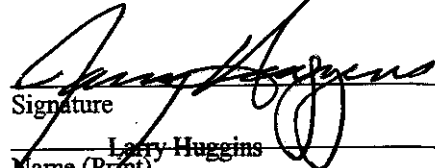
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Riteway Construction Services  
Name of MBE/WBE Firm (Print)  
July 21, 2003  
Date  
(773) 734-1600  
Phone

  
Signature  
Larry Huggins  
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>

Larry Huggins, President  
Riteway Construction Services, Inc.  
1030 East 87<sup>th</sup> Street  
Chicago, Illinois 60619

Re: **2<sup>nd</sup> ANNIVERSARY CERTIFICATION**  
Certification Effective: February 10, 2003  
Certification Expires: November 30, 2007  
Annual Affidavit Certificate Expires: November 30, 2003

Dear Mr. Huggins:

Congratulations on your continued eligibility for certification as an MBE by the City of Chicago. Re-validation of Riteway Construction Services, Inc.'s certification is required by November 30, 2003.

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

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

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

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

**General Contractor; Construction Management; Miscellaneous Concrete (Exclusive of Public Walkway) Excavation; Demolition and Interstate Trucking**

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

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

Very truly yours,

Eric J. Griggs  
Deputy Procurement Officer

EJG/emc



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1304

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: Little Village High School

Project Number: 1304

FROM:

Builders Architectural MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

McHugh/Riteway Joint Venture 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 January 28, 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.  
Windows & Curtainwall  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$ 2,500,000.00  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1304

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

**PARTIAL PAY ITEMS**

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

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

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

**SUB-SUBCONTRACTING LEVELS**

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

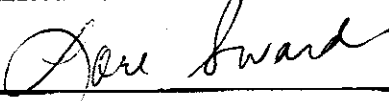
  0   % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Builders Architectural  
Name of MBE/WBE Firm (Print)  
July 31, 2003  
Date  
847/945-9200  
Phone

  
Signature  
Lori Sward  
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>

Janice Weber, President  
Builders Architectural Products, Inc.  
430 Lake Cook Road, Suite C  
Deerfield, Illinois 60015-5219

RECEIVED

FEB 11 2003

BUILDERS ARCHT'L  
PRODUCTS, INC.

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

Dear Ms. Weber:

Congratulations on your continued eligibility for certification as a DBE/WBE by the City of Chicago. Re-validation of Builders Architectural Products, Inc.'s certification is required by December 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:

**Construction and Installation of Doors,  
Windows, Curtainwalls, Skylights and Panels**

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

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

Name of Project: Little Village High School

STATE OF ILLINOIS     }  
                                      } SS  
COUNTY OF COOK     }

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

President  
Title  
and duly authorized representative of

McHugh/Riteway Joint Venture  
Name of General Contractor  
whose address is

1737 S. Michigan Ave., Chicago, IL 60616

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
<u>RITWAY CONSTRUCTION SERVICES</u>	<u>EXCAVATION TRUCKING &amp; CONCRETE JV. PARTNER</u>	<u>\$12,440,000</u>	\$
<del>James H. Anderson</del>	<del>HVAC</del>	\$	\$
<del>Perdel</del>	<del>Concrete carpentry</del>	\$	\$
<del>Accurate Steel</del>	<del>Steel &amp; misc.</del>	\$	\$
<u>Builders</u>	<u>Windows, Curtain wall</u>	\$	<u>\$2,500,000</u>
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<u>\$12,440,000</u>	<u>\$2,500,000</u>
<b>Percent of Total Base Bid</b>		<u>25</u> %	<u>5</u> %

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. 1304

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

James McHugh Construction Co.

Name of Contractor (Print)

July 21, 2003

Date

(312) 986-8000

Phone

[Handwritten Signature]

Signature

Bruce E. Lake

Name (Print)

IF APPLICABLE:

By:

Riteway Construction Services

Joint Venture Partner (Print)

July 21, 2003

Date

(773) 734-1600

Phone/FAX

[Handwritten Signature]

Signature

Larry Huggins

Name (Print)

MBE X WBE Non-MBE/WBE

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

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

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

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

Dear Mr. Gujral:

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

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

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

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

Documentation attached: yes \_\_\_ no \_\_\_

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

**Affidavit of Uncompleted Work\*\*\*SEE ATTACHED\*\*\***

**A. Work Under Contract**

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

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

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

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

\*\*\*SEE ATTACHED\*\*\*

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

\*\*\*SEE ATTACHED\*\*\*

**C. Work Subcontracted to Others**

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

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

Affidavit of Uncompleted Work

A. Work Under Contract

	1	2	3	4	5	6	7	TOTALS
Project	212 E. Cullerton	1111 South Wabash	840 North Lake Shore Drive	UJC Garage	Park Alexandria	Lancaster	71 S. Wacker	
Contract With	212 E. Cullerton LLC	The Gammoney Group	Lake Shore LLC	University of Illinois Chicago	Magellan Development/Field Development	Lancaster Development Group LLC	Bovis	
Estimated Completion Date	Nov-03	Aug-03	Nov-03	Dec-03	Mar-04	Jun-05	Jun-04	
Total Contract Price	\$21,907,000	\$54,221,000	\$121,064,000	\$12,906,000	\$43,413,000	\$52,825,000	\$27,344,000	\$333,680,000.00
Uncompleted Dollar Value if Firm is the GC	\$2,536,000	\$25,356,000	\$16,935,000	\$7,836,000	\$7,554,000	\$52,186,000	NA	\$112,403,000.00
Uncompleted Dollar Value if Firm is a Subcontractor							\$19,006,000	\$19,006,000.00
							<b>TOTAL VALUE OF ALL WORK</b>	<b>\$333,680,000.00</b>

Affidavit of Uncompleted Work

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

	1	2	3	4	5	6	7	TOTALS
Earthwork								
Demolition								
Sewer and Drain								
Foundation								
Painting								
Struct. Steel (Bldg Const.)								
Ornamental Steel (Bldg Const.)								
Miscellaneous Concrete	347,000	3,648,000	540,000	3,819,000	1,298,000	17,141,000	19,006,000	45,799,000
Fireproofing								
Masonry								
HVAC								
Mechanical								
Electrical								
Plumbing								
Roofing & Sheet Metal								
Flooring & Tile Work								
Drywall & Plaster Work								
Ceiling Construction								
Hollow Metal & Hardware								
Glazing & Caulking								
Miscellaneous Arch. Work								
Landscaping								
Fencing								
Others (List)								
TOTALS	347,000	3,648,000	540,000	3,819,000	1,298,000	17,141,000	19,006,000	45,799,000

Affidavit of Uncompleted Work

C. Work Subcontracted to Others

	1	2	3	4	5	6
Project	212 E. Cullerton	1111 South Wabash	840 North Lake Shore Drive	UIC Garage	Park Alexandria	Lancaster
Subcontractor	Any Temperature HVAC	Budron Excavating	Auning-Johnson	PCS	Abbott Industries	Case
Type of Work	HVAC	Excavation	Drywall	Precast	Plumbing	Caissons
Subcontract Price	1,309,000	365,006	1,862,894	1,280,000	3,525,608	975,000
Amount Uncompleted	20,000	0	506,000	1,280,000	268,000	975,000
Subcontractor	Abbott Industries	Byrus Construction	Advance Mechanical	McNut	Able Ornamental	Klein Dickert
Type of Work	Plumbing	Metals	HVAC	Masonry	Metals	Curtainwall
Subcontract Price	2,048,175	1,127,120	1,849,084	1,021,000	890,220	3,907,000
Amount Uncompleted	48,000	570,000	222,000	690,000	123,000	3,907,000
Subcontractor	Builders Architectural	Builders Architectural	All-Tech Decorating	Bowman	Advance Mechanical	ABT
Type of Work	Windows	Windows	Painting	Metals	HVAC	Appliances
Subcontract Price	761,830	2,868,000	1,164,630	446,000	2,733,035	630,000
Amount Uncompleted	60,000	1,887,000	736,000	419,000	134,000	630,000
Subcontractor	Omega Demolition	Case Foundation	Budron Excavating	Lake Co. Glass	All-Tech Decorating	Wood - Mode
Type of Work	Demolition	Foundations	Excavation	Glass	Paint	Cabinets
Subcontract Price	198,421	2,150,000	1,695,545	480,000	620,600	976,000
Amount Uncompleted	0	0	0	480,000	572,000	976,000
Subcontractor	Otis Elevator	Hill Mechanical	Case Foundation	Tetra Tech	Builders Architectural	Thyssen
Type of Work	Elevator	HVAC	Foundations	Excavation	Storefronts	Elevators
Subcontract Price	289,850	3,431,050	2,020,421	450,000	2,212,922	892,000
Amount Uncompleted	71,266	2,362,000	0	24,000	565,779	892,000
Subcontractor	Shepard Electric	JMS Electric	Cleveland Granite	Case	Chatfield Electric	Midwesco
Type of Work	Electrical	Electrical	Granite	Caissons	Electrical	HVAC
Subcontract Price	1,675,000	4,501,959	2,090,982	502,000	4,237,953	3,109,000
Amount Uncompleted	144,000	2,166,000	608,000	0	623,113	3,109,000
Subcontractor	Thatcher Engineering	The Levy Company	Cain Millwork		Coleman Floor	Superior
Type of Work	Piles	Drywall	Millwork		Carpet/Tile	Fire Protection
Subcontract Price	534,189	4,531,000	857,561		895,905	1,050,000
Amount Uncompleted	0	3,630,000	586,000		776,000	1,050,000
Subcontractor	All Masonry	The Plumbing Co.	Esche & Lee		Gate Bluegrass	Abbott
Type of Work	Masonry	Plumbing	Masonry		Arch. Precast	Plumbing
Subcontract Price	477,483	4,533,000	1,255,708		372,300	4,102,000
Amount Uncompleted	20,000	1,952,000	37,000		30,000	4,102,000

Affidavit of Uncompleted Work

C. Work Subcontracted to Others

	1	2	3	4	5	6
Project	212 E. Cullerton	1111 South Wabash	840 North Lake Shore Drive	UJC Garage	Park Alexandria	Lancaster
Subcontractor	M. Boker	Superior Mechanical	Gate Bluegrass		Kole Construction	Chatfield
Type of Work	Drywall	Fire Protection	Precast		Drywall/Carpentry	Electric
Subcontract Price	1,764,315	1,246,000	5,480,917		3,121,000	3,796,000
Amount Uncompleted	295,000	765,000	884,000		653,000	3,672,000
Subcontractor	Anderson	Esche & Lee	Gurtz Electric		Otis Elevator	
Type of Work	Floors	Masonry	Electrical		Elevators	
Subcontract Price	669,456	1,083,204	8,951,736		1,011,286	
Amount Uncompleted	251,000	304,000	313,000		78,000	
Subcontractor	Superior		Harmon, Inc.		Revcon	
Type of Work	Fire Protection		Windows		Caissons	
Subcontract Price	400,632		5,229,756		632,691	
Amount Uncompleted	0		54,000		0	
Subcontractor			Kedmont		Superior Mechanical	
Type of Work			Waterproofing		Fire Protection	
Subcontract Price			838,262		1,121,200	
Amount Uncompleted			533,000		114,000	
Subcontractor			Klein-Dickert Glass			
Type of Work			Curtainwall			
Subcontract Price			3,006,497			
Amount Uncompleted			993,000			
Subcontractor			Kole Construction			
Type of Work			Drywall			
Subcontract Price			4,046,146			
Amount Uncompleted			217,000			
Subcontractor			Lyn-Den Inc.			
Type of Work			Sub Flooring			
Subcontract Price			1,988,185			
Amount Uncompleted			880,000			
Subcontractor			MTH Industries			
Type of Work			Metals			
Subcontract Price			4,042,073			
Amount Uncompleted			666,000			

Affidavit of Uncompleted Work

C. Work Subcontracted to Others

	1	2	3	4	5	6
Project	212 E. Cullerton	1111 South Wabash	840 North Lake Shore Drive	UJC Garage	Park Alexandria	Lancaster
Subcontractor			Midwesco Mechanical			
Type of Work			HVAC			
Subcontract Price			5,855,428			
Amount Uncompleted			653,000			
Subcontractor			Parcete Jurasz			
Type of Work			Millwork			
Subcontract Price			1,329,230			
Amount Uncompleted			501,000			
Subcontractor			R.D. Roman			
Type of Work			Tile			
Subcontract Price			558,000			
Amount Uncompleted			102,000			
Subcontractor			Superior Mechanical			
Type of Work			Fire Protection			
Subcontract Price			2,395,093			
Amount Uncompleted			137,000			
Subcontractor			Trinity Roofing			
Type of Work			Roofing			
Subcontract Price			636,528			
Amount Uncompleted			598,000			
Subcontractor			Warren F. Thomas			
Type of Work			Plumbing			
Subcontract Price			7,453,440			
Amount Uncompleted			281,000			
Subcontractor			Thyssen Krupp			
Type of Work			Elevators			
Subcontract Price			3,500,781			
Amount Uncompleted			146,000			
Subcontractor			Miscellaneous			
Type of Work						
Subcontract Price			9,016,000			
Amount Uncompleted			8,072,000			
Total Uncompleted	2,189,000	21,708,000	16,395,000	4,017,000	6,256,000	33,297,000

**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.

*B E Lake*  
Signature

Bruce E. Lake

\_\_\_\_\_  
Name (Type or Print)

McHugh/Riteway Joint Venture

\_\_\_\_\_  
Bidder Name

1737 S. Michigan Avenue

\_\_\_\_\_  
Address

Chicago, IL 60616

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

July 21, 2003

\_\_\_\_\_  
Date

President

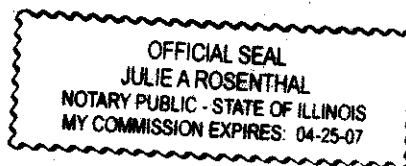
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this 21 day of July, 20 03

*Julie Rosenthal*  
Notary Public

(SEAL)

Commission expires: 72507





## AFFIDAVIT OF UNCOMPLETED WORK

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

### PART 1. 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	Award Pending
Project	Midway Airport	Skyway MOT	Skyway 106th Street viaduct	South Lake Shore Drive	Dixon Building	
Contract With	Walsh Const.	CDOT	CDOT	CDOT	HSS Partners	
Estimated Completion Date	May, 04	Aug, 05	Jun-03	July, 03	Jun-03	
Total Contract Price	7,500,000	14,251,179	9,497,459	6,000,000	2,185,002	39,433,640
Uncompleted Dollar Value	1,969,732	8,963,537	3,706,643	2,028,028	646,714	17,314,654

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

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

						TOTALS
EXCAVATION/GRADING	1,969,732				7,082	1,976,814
PC CONCRETE PAVING						
BITU AGGREGATE MIX						
AGG BASES/SURFACE						
H/WAY-RR STRUCTURES						
DRAINAGE						
PILING/SHORING						
DEMOLITION						
MISC CONCRETE WORK						
SITE WORK					28,568	28,568
GUARD RAIL						
SEWER & DRAIN STRS						
PAINTING						
TRAFFIC MAINTENANCE		3,705,476				3,705,476
BARRIER WALL						
TRUCKING				2,028,028		2,028,028
BUILDINGS/MISC/GEN'L			3,204,482		55,000	3,259,482
<b>TOTALS</b>	<b>1,969,732</b>	<b>3,705,476</b>	<b>3,204,482</b>	<b>2,028,028</b>	<b>90,650</b>	<b>10,998,368</b>

City Funded

Instructions and Execution Documents( Revised October 29, 2001)

### Affidavit of Uncompleted Work

#### 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.

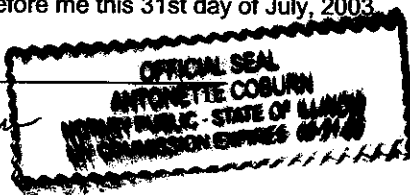
	1	2	3	4	5	6	7
Subcontractor		ACCI	Ricci/Welch		Diaz Int		
Type of Work		Traffic Control	Sewer		Drywall/Carp		
Subcontract Price		1,059,325	862,837		182,290		
Amount Uncompleted		537,222	120,203		121,710		
Subcontractor		City Lights	S&J		Cable Comm.		
Type of Work		Elect	Structural		Electrical		
Subcontract Price		3,950,047	1,599,325		211,029		
Amount Uncompleted		1,731,267	177,551		125,585		
Subcontractor		Marking Spec	Vixen		Gilco Mech		
Type of Work		Striping	Site work		Plumbing		
Subcontract Price		185,669	93,096		242,689		
Amount Uncompleted		185,669	93,096		63,175		
Subcontractor		Walsh Const	Walsh		Pinto Int		
Type of Work		Traffic Control	Piling/ Fdn		Painting		
Subcontract Price		1,841,820	365,718		46,452		
Amount Uncompleted		1,790,296	3039		46,452		
Subcontractor		Hecker	Hecker		Speedy G		
Type of Work		Elect	Elect		Landscaping		
Subcontract Price		1,521,946	58,000		25,000		
Amount Uncompleted		1,013,608	58,000		25,000		
Subcontractor			Gallagher		Bridgeport Stl.		
Type of Work			Asphalt		Str. Stl		
Subcontract Price			44,477		240,851		
Amount Uncompleted			44,477		68,777		
Subcontractor			Misc		Misc		
Type of Work			Misc		Misc		
Subcontract Price			5,795		105,365		
Amount Uncompleted			5,795		105,365		

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts to 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 31st day of July, 2003

My commission expires

*Ann Marie Coburn*



Signed;

*[Signature]*

Company: Riteway Construction Services, Inc.

Address: 1030 E 87th Street, Chicago, IL 60619

City Funded

Public Building Commission of Chicago

Contract No. 1304

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Bruce E. Lake, being first duly sworn, deposes and says that:

1. He/She is President (Owner, Partner, Officer) of McHugh Riteway Joint Venture (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, [ ] does [X] 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:

[Blank lines for business addresses and phone numbers]

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 533 (insert number) regular full-time people, 520 (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] (Signed)

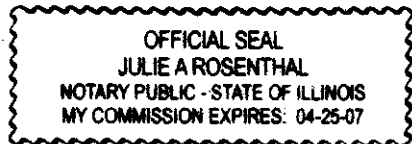
President (Title)

Subscribed and sworn to before me this 21 day of July, 20 03

[Signature] (Signature)

(SEAL)

(Title) My Commission expires: 4/25/07



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

**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 McHugh/Riteway Joint Venture

Submitted By Bruce E. Lake/ Larry Huggins

Title President / President

Permanent Main Office Address 1737 S. Michigan Ave., Chicago, IL 60616

Local Address 1737 S. Michigan Ave., Chicago, IL 60616

Local Telephone No. and FAX No. (312) 986-8000 / (312) 431-8518

How many years operating as contractor for work of this nature? 106

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

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

<b>Name/Address</b>	<b>Dollar Amount</b>	<b>Year of Contract</b>	<b>Nature of Project</b>
York Community High School	\$76,000,000	Phase 1 complete Phase 2 In progress	High school renovation and new construction
Dearborn Tower	\$57,000,000	12/2001 (Completed)	Residential / renovation
University of Chicago Parking Structure	\$17,000,000	1/2001 (Completed)	Parking garage
Bartlett High School	\$41,000,000	8/1997	School construction
Hotel Monaco	\$15,000,000	11/1998 (Completed)	Hotel renovation
University of Chicago Gleacher Center Graduate School of Business	\$27,000,000	3/1994 (Completed)	School construction
Lake Forest High School	\$24,000,000	2/1992 (Completed)	School renovation and new construction

**Public Building Commission of Chicago**  
Contract No. 1304  
**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 James McHugh Construction Co.
- (b) State and City in which incorporated Illinois
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes  No
- (d) Name and address of registered agent in Illinois  
James McHugh

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

<u>Bruce E. Lake</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

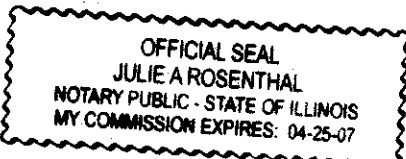
- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

*JRM*  
Signature of Affiant

Subscribed and sworn to before me this 21 day of July 2008

*Julie A. Rosenthal*  
Notary Public  
My Commission expires:

(SEAL)



**Public Building Commission of Chicago**  
Contract No. 1304  
**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 Riteway Construction Services, Inc.
- (b) State and City in which incorporated Illinois
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes  No
- (d) Name and address of registered agent in Illinois \_\_\_\_\_

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

<u>Larry Huggins</u>	<u>President</u>
_____ Name	_____ Title
_____ Name	_____ Title

If submitted by a partnership:

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

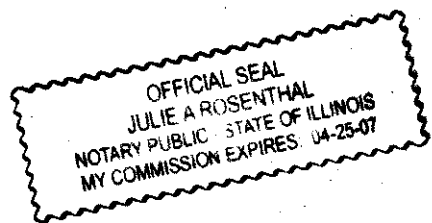
If submitted by an individual:

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

*Larry Huggins*  
Signature of Affiant

Subscribed and sworn to before me this 21 day of July 2003

*Julie A Rosenthal*  
Notary Public  
My Commission expires: 4-25-07



## 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: Contract No. 1304 Little Village High School  
 Description of goods or services to be provided under Contract: Construction  
of a new high school
2. Name of Contractor: McHugh Riteway Joint Venture
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)
Riteway Construction	1030 E. 87th St. Chg, IL	J.V. Partner	12,440,000
Builders Architectural	430 Lake Cook Rd. Deerfield, IL	Curtainwall/Windows	2,500,000

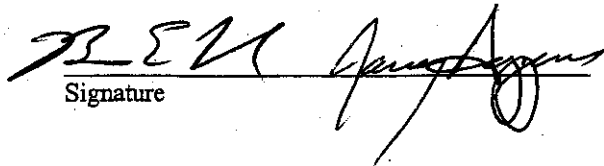
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: \_\_\_\_\_



# 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

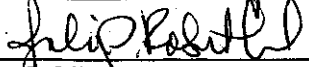
Bruce E. Lake / Larry Huggins  
Name ( Type or Print)

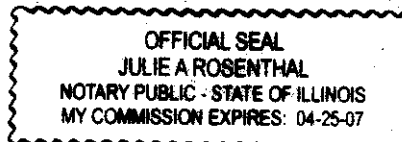
9-10-03  
Date

President - McHugh/ President - Riteway  
Title

Subscribed and sworn to before me

this 10 day of Sept. 2003

  
Notary Public 42507



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

PERFORMANCE AND PAYMENT BOND

Contract No. 1304

Bond No. 8 SB 104170322 BCM

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

a corporation organized and existing under the laws of the State of CT, with offices in the State of  
\* IL \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Forty-nine Million Seven Hundred Fifty Thousand  
Dollars and No Cents (\$49,750,000.00) for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto  
attached, with the Commission, dated September 9, 2003, for the fabrication, delivery, performance and  
installation of

Little Village High School, New Construction  
3126 South Kostner Avenue, Chicago, Illinois

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1304

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 Forty-nine Million Seven Hundred Fifty Thousand Dollars and No Cents (\$ 49,750,000.00 ), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

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

McHugh/Riteway Joint Venture  
Corporate Principal

BY Ben Johnston  
Secretary

BY [Signature]  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

1737 S. Michigan Avenue  
Chicago, Illinois 60616

Travelers Casualty and Surety  
Company of America  
Corporate Surety

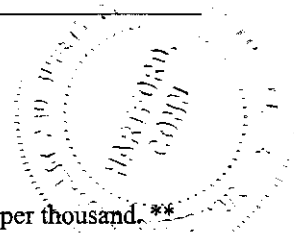
BY Kevin P. Nagel  
Kevin P. Nagel

Attorney-In-Fact  
Title

215 Shuman Blvd.  
Naperville, IL 60563

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

CORPORATE SEAL



The rate of premium of this Bond is \$ 8.45 Decreasing Scale per thousand. \*\*  
Total amount of premium charged is \$ 317,325.00 \*\*

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

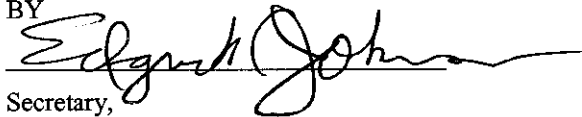
\*\* Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1304

BOND APPROVAL

BY



Secretary,

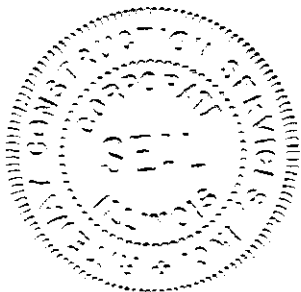
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Ben Johnston, certify that I am the \_\_\_\_\_ Secretary of the McHugh/Riteway Joint Venture, corporation named as Principal in the foregoing performance and payment bond, that Bruce Lake 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 11th day of Sept. 2003.

CORPORATE SEAL



STATE OF ILLINOIS  
 COUNTY OF COOK )  
 ) SS.

"OFFICIAL SEAL"  
 EILEEN LUCITT  
 Notary Public, State of Illinois  
 My Commission Expires 7/16/2004

I, EILEEN LUCITT a Notary Public in and for said County and State, do hereby certify that  
 Vice President, and \_\_\_\_\_ Resident  
 Secretary, Kevin P. Nagel Resident Assistant  
Attorney-in-Fact, of  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,  
 who is personally known to me to be the same person \_\_\_\_\_ whose  
 name is subscribed to the foregoing instrument, appeared before me this  
 day in person, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and  
 delivered said instrument, for and on behalf of TRAVELERS CASUALTY  
 AND SURETY COMPANY OF AMERICA, for the uses and purposes  
 therein set forth. Given under my hand and notarial seal, this 11th day  
 of September 2003.

*Eileen Lucitt*  
 \_\_\_\_\_  
 Notary Public

-2429 (07-97)

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

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

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: *Kevin P. Nagel, Eileen Lucitt*, of *Park Ridge / Crestwood, Illinois*, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, *not limited to a specific amount*, and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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

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

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

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

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

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

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President, and their corporate seals to be hereto affixed this 17th day of February 2003.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

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



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

On this 17th day of February, 2003 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is **Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



*Marie C Tetreault*

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

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2003



By *Dwight F. Miller*  
Dwight F. Miller  
Vice President, Bond





## **IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**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**

Contract No. 1304

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**  
Contract No. 1304

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**

Contract No. 1304

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**

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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.

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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.



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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.

**VI. EXHIBIT 1 Construction Insurance Manual (attached)**

**VII. EXHIBIT 2 Prevailing Wage Rates (attached)**

## Cook County Prevailing Wage for August 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		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.250
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		34.000	35.000	2.0	1.5	2.0	5.080	3.750	0.000	0.150
CERAMIC TILE FNSHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.		BLD		28.940	30.940	1.5	1.5	2.0	4.250	5.090	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		25.740	38.450	1.5	1.5	2.0	4.350	6.060	0.000	0.120
ELECTRIC PWR LINEMAN		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRICIAN		ALL		32.650	34.650	1.5	1.5	2.0	6.600	5.830	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		35.655	40.110	2.0	2.0	2.0	5.775	2.880	2.140	0.000
FENCE ERECTOR		ALL		22.540	23.790	1.5	1.5	2.0	5.500	5.020	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		33.320	34.820	1.5	1.5	2.0	4.930	4.140	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		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.250
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.610	0.000	0.250
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD	1	35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	2	34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	3	31.850	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	4	30.100	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		FLT	1	38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	2	36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	3	32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	4	27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		HWY	1	33.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	2	33.350	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	3	31.300	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	4	29.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	5	28.700	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
ORNAMNTL IRON WORKER		ALL		29.850	31.350	2.0	2.0	2.0	4.900	7.620	0.000	0.000
PAINTER		ALL		31.350	35.260	1.5	1.5	1.5	4.700	4.400	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		34.000	36.000	1.5	1.5	2.0	5.720	5.350	0.000	0.000
PLASTERER		BLD		29.990	30.990	1.5	1.5	2.0	4.500	5.450	0.000	0.400
PLUMBER		BLD		36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER		BLD		30.850	32.850	1.5	1.5	2.0	4.120	2.460	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	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STONE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.250
TERRAZZO FINISHER		BLD		25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON		BLD		29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON		BLD		29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR		HWY		22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E	ALL	1	26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL 2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL 1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER	BLD		30.850	31.850	1.5	1.5	2.0	3.760	4.900	0.000	0.390

**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.

**CERAMIC TILE FINISHER**

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

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

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

#### MARBLE FINISHER

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

## TERRAZZO FINISHER

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

## TRAFFIC SAFETY

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

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

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

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

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

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

## OPERATING ENGINEERS - BUILDING

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

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

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

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

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

#### OPERATING ENGINEERS - FLOATING

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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser 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 Forklifts, Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are

available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

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





September 9, 2003

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

Bruce E. Lake  
McHugh/Riteway Joint Venture  
1737 South Michigan Avenue  
Chicago, Illinois 60616

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

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
TIMOTHY J. MITCHELL

RE: **Notice of Award**  
Contract No.: 1304  
Type of Work: New Construction  
Project : Little Village High School

Dear Mr. Lake:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on September 9, 2003 the Commission awarded to your company Contract No. 1304 in the amount of \$49,750,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than September 16, 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: Alfred Benesch & Company  
Trinal  
Y. Yaakoby



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

Assistant Secretary  
TIMOTHY J. MITCHELL

September 22, 2003

Bruce Lake  
McHugh/Riteway Joint Venture  
1737 South Michigan Ave.  
Chicago, Illinois 60616

RE: Contract No.: 1304  
Project No.: CPS-14  
Type of Work: New Construction  
Project: Little Village High School  
3126 South Kostner Ave.  
Chicago, IL 60636

**NOTICE TO PROCEED**

Dear Mr. Lake:

Pursuant to Contract No. 1304, which was awarded to your firm on **September 9, 2003** by the Public Building Commission (Commission), you are hereby notified that the commencement date for this project is **September 22, 2003**.

Pursuant to the Contract, all work is to be completed within **639** consecutive Calendar Days after the commencement date. The completion date is established as **June 22, 2005**. This includes 45 Calendar Days for Phase I (Mobilization) and 594 Calendar Days for Phase II with completion dates as follows:

**Phase I (Mobilization)**, commencement date is **September 22, 2003** and the completion date is **November 6, 2003**. **Phase II** commencement date is **November 7, 2003** and the completion date is **June 22, 2005**. Commencement of Phase II work is contingent upon the completion of Phase I Mobilization and a written acceptance by the Commission.

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 15<sup>th</sup> 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 **Alfred Benesch & Company**, the Commission's Owner Representative. Please submit the original and three copies of all correspondence pertaining to this work to:

Name: Ms. Patricia Walsh, Project Manager  
Company: Alfred Benesch & Company  
Address: 205 North Michigan Ave., Suite 2400  
Chicago, IL 60601

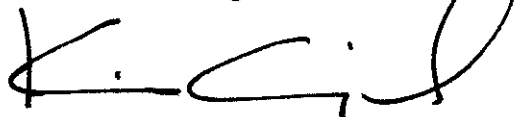
along with a copy to Mr. Yoav Yaakoby. Please reference the Commission Project Number and Contract Number on all correspondence.

**This Notice To Proceed authorizes you to enter upon the project site and commence with the work as stipulated in the Contract Documents on September 22, 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 architects in accordance to Book 1, Article 19, Section 19.03.

Very truly yours,

**Public Building Commission of Chicago**



Kevin Gujral  
Executive Director

KG/ml

C: -Timothy Mitchell  
-Sean Murphy  
-Eileen Ryan  
Jack Brankin  
-Patricia Walsh  
Yoav Yaakoby  
Julia Sportolari  
Nancy Jahnel  
Trinal