

Contractor: Oakley Construction Co.
Address: 7815 S. Claremont
City/State/Zip: Chicago, IL. 60620
Phone Number: 773 434-1616
Fax Number: 773 434-2134

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1318

**Bucktown-Wicker Park Branch Library
New Construction
1701 North Milwaukee Ave.
Chicago, Illinois 60610
CPL-42**

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.pbcchicago.com

BY
**Rodriguez & Associates, Inc.
150 North Michigan Ave., Suite 1120
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 dated March 18, 2002 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

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DOCUMENT SUBMITTAL CHECKLIST

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

1. _____ 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:

Bucktown-Wicker Park Branch Library

New Construction

1701 North Milwaukee Ave.

Chicago, Illinois 60610

CPL-42

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

- a) As described in the specifications, the proposed New Library is a new Two-Story 15,000-sq ft. Building without basement and with a hydraulic elevator for two stops. The Steel Superstructure is supported on concrete foundation walls and spread footings. The Roof is flat metal deck with single membrane Roofing except for the metal standing seam barrel vault roof over the main entrance structure. Exterior walls are brick with CMU back up, with aluminum framed windows with insulated glass. The floors are concrete slab on grade and concrete on metal decking. The interior ceilings are suspended tile and gypsum board. The Interior walls are gypsum board on metal studs, while the Interior floor finishes include terrazzo, resilient flooring and carpet.
- 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 Library**

4. **Commission's Representative's Name, Address, and Phone Number: Rodriguez & Associates, Inc., 150 North Michigan Ave., Suite 1120, Chicago, IL 60601 (312)726-7505**

5. **Architect's Name, Address, and Phone Number: Ileki Associates, Inc., 205 West Wacker Drive, Suite 730, Chicago, IL 60606 (312) 4-19-0009.**

6. **Commission's Project Manager: David Lai**

7. **Ward: 32**

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8. **City Funded?: Yes**
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 been discovered by inspection of the Site. Site inspection shall be arranged through **Rodriguez & Associates, Ruben Avelar.**

11. **Documents Available from: Rodriguez & Associates, Inc., 150 North Michigan Ave., Suite 1120, Chicago, IL 60601 (312)726-7505**
12. **Pre-Bid Meeting Date, Time, and Location: Thursday, August 21, 2003 at 2:00 p.m. in the 2nd Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602**
13. **Bid Opening Date and Time: Tuesday, September 9, 2003 at 2:00 p.m.**
14. **Amount of Bid Deposit: \$150,000**
15. **Administrative Fee: \$5,000.00**
16. **Amount of Contingency Fund: \$275,000**
17. **Amount of Utility Allowance: \$75,000**
18. **Allowance for Additional Owner Directed Signage: \$4,000**
19. **Document Deposit: \$0**
20. **Cost for Additional Documents (per set): At Contractor's Expense**
21. **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 **four hundred twenty-five (425) Days** upon issuance of the Notice to Proceed. The Work must be completed as follows:

- Phase I: 60 Days**
- Phase II: 365 Days**

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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. Utility Allowance

Within the Contractor's Base Bid, an allowance shall be included in the amount of \$75,000.00 for the cost of work required to bring utilities to the property line as reviewed and approved by the Commission. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Utility Allowance shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

E. Allowance for Additional Owner Directed Signage

Within the Contractor's Base Bid, an allowance shall be included in the amount of \$4,000 for the cost of additional signage required by the Owner, in addition to those shown on Construction documents, as reviewed and approved by the Commission. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Allowance for Additional Owner Directed Signage shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

F. 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.

G. Copies of Drawings and Specifications Furnished

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

H. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
2. The Contractor agrees that said Work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension

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thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of

Completion of the Work	\$1,000 per Day
Completion of Punch List Work	\$1,000 per Day

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

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this Contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
4. Completion of the Work, for the purposes of this section only, shall occur upon Substantial Completion of all of the Work required by the Contract Documents. Completion of Punch List Work, for the purposes of this section only, shall occur upon the Architect's acceptance of Punch List Work.

I. Insurance Requirements

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

A. Insurance To Be Provided By the Contractor

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual

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liability (with no limitation endorsement). The Public Building Commission and the Chicago Public Library are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, collapse, water including overflow, leakage, sewer backup, or seepage, debris removal, faulty workmanship or materials, and mechanical-electrical breakdown. The Public Building Commission is to be named as an additional insured and loss payee

The Contractor is responsible for all loss or damage to Commission property at full replacement cost.

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

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation,

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environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the Chicago Public Library are to be named as additional insureds

B. Additional Requirements

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

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

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

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

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

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Contractor under the Contract.

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

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

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. At no additional cost to the PBC, the Owner's Representative, Architect, and other consultants may request to be named as additional insureds to Contractor's policy, and must be responsible for monitoring their additional insured compliance.

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

J. 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 **David Lai** with copies to: **Rodriguez & Associates, Inc.**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Rodriguez & Associates, Inc.** and the Contractor's Bonding Company

K. Prevailing Wage Rates

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

L. Community Hiring Incentives

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

M. Contractor's Project Manager

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

O'Ahley

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H. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1318 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)

ONE, TWO, Three, Four

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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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	4,497,831. ⁸³
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	89,956. ⁶⁴
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	67,467. ⁴⁸
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	22,489. ¹⁶
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)	.10
Line 9.	Multiply Line 8 by Line 1 by 0.04	17,991. ³³

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Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>13,493.⁰⁵</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>4,497.⁸³</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>215,895.⁹³</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>4,281,935.⁹⁹</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>4,281,935.⁹⁰</u>

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

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	DIVISION	\$ AMOUNT
Sitework	2	\$116,290
Concrete	3	470,000
Masonry	4	419,000
Steel	5	276,988
Carpentry	6	170,000
Roofing/Waterproofing/Sealants	7	219,002
Doors & Windows	8	204,923
Finishes	9	477,320
Specialty Items	10	127,883
Equipment	11	22,680
Furnishings	12	72,262
Special Construction	13	—
Vertical Transportation	14	44,500
Mechanical	15	645,878
Electrical	16	435,700
General Conditions		225,750
Fee		215,655.83
SUB-TOTAL		4,143,831.83
Allowance for Additional Owner		
Directed Signage		\$150 4,000
Utility Allowances		\$75,000
Commission's Contingency Fund		\$275,000
TOTAL BASE BID		4,497,831.83

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

(\$4,281,935.90)

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

Four Hundred Ninety Seven Thousand Eight Hundred

Thirty One & 83/100 dollars

(\$ 4,497,831.83)

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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

Edquist Johnson Secretary
Richard M. Daley Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

OAKLEY CONSTRUCTION CO. INC.
Contractor Name

7815 S. CLAREMONT AVE.
Address

If a Corporation:

By [Signature]
AUGUSTINE AFRIYIE

President
Title of Signatory

ATTEST:
By _____

Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

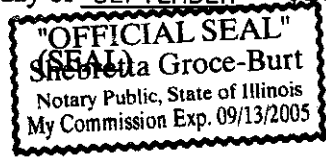
If a Sole Proprietorship:

Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 9TH day of SEPTEMBER, 2003.

Shelbette Groce-Burt
Notary Public Signature
Commission Expires: 9-13-05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

assigned will be deemed to exist. For any net deficiency in each category, the following amounts : deducted as liquidated damages from monies due the Contractor and the Contract Sum moditieu accordingly:

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

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

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

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

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

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

- c) For each one (1%) percent deficiency of minority laborers not utilized – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

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

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

- d) Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e) The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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

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

6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers
Lathers

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

TRADE PARTICIPATION

Carpenters

Labourers

PERCENT OF MINORITY

50

50

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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.	Removal and Disposal of Special Waste	42.00	TON
2.	Removal and Disposal of Non-Hazardous Soil	36.00	TON
3.	Backfill Material, Engineered Fill, Compacted	46.20	CU.YD
4.	Removal of Underground Foundations	91.20	CU.YD
5.	Removal of Underground Cast Iron Pipe	120.00	LIN.FT
6.	Removal of Underground Clay Pipe	90.00	LIN.FT
7.	Removal of Manhole	420.00	EACH
8.	Removal of Catch Basin	540.00	EACH
9.	Removal of Electrical Hand Holes	540.00	EACH
10.	Removal of Underground Electrical Conduit and Wiring	62.40	LIN.FT
11.	Concrete Foundation including Reinforcement and Formwork	318.00	CU.YD
12.	Concrete Sidewalk	5.40	SQ.FT.
13.	Concrete Curb and Gutter	18.00	LIN.FT.
14.	4" Face Brick	20.10	SQ.FT.
15.	8" Reinforced CMU	13.80	SQ.FT.
16.	4" Tongue and Groove Insulation	5.52	SQ.FT.
17.	Standing Seam Metal Roof	26.00	SQ.FT.
18.	Roof Walkway Concrete Pavers	13.26	SQ.FT.
19.	Thermally Broken Aluminum Window Frame	53.02	LIN.FT.
20.	Insulated Glass Units	✓	SQ.FT.
21.	5/8" Gypsum Board	1.80	SQ.FT.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
22.	2'x2' Acoustical Tile	4.56	SQ.FT.
23.	Plaster Soffit at Clerestory	18.00	SQ.FT.
24.	Terrazzo Floor	18.00	SQ.FT.
25.	Terrazzo Base	30.00	LIN.FT.
26.	Painting Gypsum Wall Board	0.66	SQ.FT.
27.	Painting of CMU	0.66	SQ.FT.
28.	Carpet		SQ.FT.
29.	Under Floor Duct Power/Data/Phone (no wiring)	48.00	SQ.FT.
30.	Tele/Data/Outlet (no wiring)	126.00	EACH
31.	Exit Sign with 50 Ft. of Conduit and Wiring	588.00	EACH
32.	Fire Alarm Signaling Device with 50 FT. of Conduit and Wiring	474.00	EACH
33.	Ornamental metal fencing, 18 inch height	117.66	LIN.FT.
34.	Ornamental metal fencing, 5 foot height	76.80	LIN.FT.
35.	Ornamental metal gate, 5 foot height	3,600.00	EACH
36.	Linoleum Floor Finish	8.40	SQ.FT.
37.	Ceramic Wall Tile	8.40	SQ.FT.
38.	Removal and disposal of underground storage tank, less than 1,000 gallon capacity	2,640.00	EACH
39.	Removal and disposal of underground storage tank 1,000 to 2,000 gallon capacity.	2,880.00	EACH
40.	Removal and disposal of underground storage tank, 2,001 to 5,000 gallon capacity.	4,200.00	EACH
41.	Removal and disposal of products from UST	1.20	PER GALLON
42.	Removal and disposal of sludge from UST	35.40	PER DRUM
43.	Removal and disposal of contaminated ground water	1.20	PER GALLON

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

AUGUSTINE AFRIYIE, being first duly sworn, deposes and says that:

(1) He/She is
PRESIDENT

(Owner, Partner, Officer, Representative or Agent) of
OAKLEY CONSTRUCTION CO. INC.
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

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

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

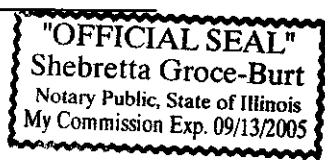
(Signed) [Signature]

PRESIDENT
(Title)

Subscribed and sworn to before me this 9TH day of SEPTEMBER 2003

[Signature]

(Title)
My Commission expires:



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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 N/A
2. Address of joint venture _____

3. Phone number of joint venture _____
4. Identify the firms that comprise the joint venture

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____ %
8. Specify as to:
 - A. Profit and loss sharing _____ %
 - B. Capital contributions, including equipment _____ %
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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

N/A

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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: Bucktown Wicker Park Branch Library

Project Number: 1318

FROM:

Oakley Construction Co., Inc. MBE WBE
(Name of MBE or WBE)

TO:

Oakley Construction Co., Inc. and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2-07-03. 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

DOORS, FRAMES, SUPERVISION, FLOOR PREP, SPECIALTIES, MATERIAL LIFTS
RESIDENTIAL APPLIANCES, SIGNAGE, UTILITIES & CONTENCIENCYS, DUMPSTERS
SURVEY & TESTING

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

\$1,000,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS


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

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

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

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

OAKLEY CONSTRUCTION CO. INC.
Name of MBE/WBE Firm (Print)
9/9/2003
Date
(773) 434 - 1616
Phone


Signature
AUGUSTINE AERTIYIE
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1318

**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: BUCKTOWN-WICKER PARK BRANCH LIBRARY

Project Number: 1318

FROM:

Builders Trucking Co.
(Name of MBE or WBE)

MBE WBE

TO:

Oakley Construction and Public Building Commission of Chicago
(Name of General Bidder)

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

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

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

demolition, excavation, site utilities, concrete

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

\$470,400.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1318

**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 Trucking Co.
Name of MBE/WBE Firm (Print)
4/18/03
Date
713-247-3900
Phone

Ana Orona
Signature
Ana Orona, President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of

Procurement

100 North Dearborn Street

Chicago, Illinois 60602-1289

(312) 744-4900

121 North LaSalle Street

Chicago, Illinois 60602-1289

(312) 744-4900

(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Ana Orana, President
Builder's Trucking Co.
4312 W. 63rd Street
Chicago, IL 60629

MBE/WBE CERTIFICATION

Certification Effective

Certification Expires:

Annual Affidavit Certificate Expires:

March 25, 2003

March 31, 2007

September 30, 2003

Dear Ms. Orana:

Congratulations on your continued eligibility for certification as an **MBE/WBE** by the City of Chicago. Re-validation of Builder's Trucking, Co. certification is required by September 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:

Intrastate Trucking; Excavation Services; Interior and Exterior Demolition

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

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

Very truly yours,

Eric J. Gnggs
Deputy Procurement Officer

EJG/fg

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1318

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:

Oakley Construction Co., Inc.

Name of MBE/WBE Firm (Print)

9/9/2003

Date

(773) 434 - 1616

Phone



Signature

Augustine Afriyie

Name (Print)

IF APPLICABLE: -

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

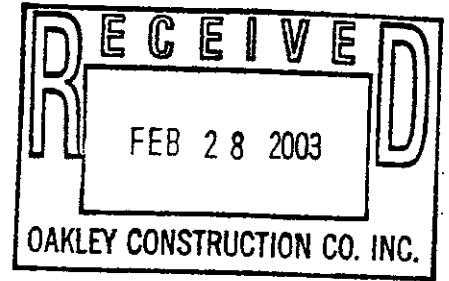


City of Chicago
Richard M. Daley, Mayor

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>



Augustine Afriyie, President
Oakley Construction Company, Inc.
7815 South Claremont Avenue
Chicago, Illinois 60620

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: February 7, 2003
Certification Expires: November 30, 2007
Annual Affidavit Certificate Expires: November 30, 2003

Dear Mr. Afriyie:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **Oakley Construction Company, 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.

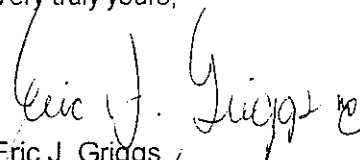
Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**General Contractor; Carpentry Contractor;
Miscellaneous Concrete (Exclusive of Public Walkways)**

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

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

Very truly yours,


Eric J. Griggs
Deputy Procurement Officer

EJG/emc

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1300

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: CPL Bucktown-Wicker Park Library

Project Number: _____

FROM:

Ibarra Masonry, Inc
(Name of MBE or WBE)

MBE WBE _____

TO:

Oakley Construction Company, Inc and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

a Corporation

_____ a Partnership

_____ a Joint Venture

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

Masonry

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

Four Hundred & Nineteen Thousand (419,000.00) Dollars

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1300

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, 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:

Ibarra Masonry, Inc.
Name of MBE/WBE Firm (Print)

September 19, 2003
Date

773-376-9290
Phone

[Signature]
Signature

Rose Ibarra Jr.
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>

Jose Ibarra, President
Ibarra Masonry, Inc.
3600 S. Albany
Chicago, Illinois 60632

Re: **3rd ANNIVERSARY CERTIFICATION**
Certification Effective: April 29, 2003
Certification Expires: May 31, 2007
Annual Affidavit Certificate Expires: May 31, 2004

Dear Mr. Ibarra:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of Ibarra Masonry, Inc.'s certification is required by **May 31, 2004**.

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:

Masonry Contractor

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

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

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

EJG/gva



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1318

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 3)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Bucktown- Wicker Park Branch Library

Project Number: 1318

FROM:

H & P Contractor, Inc.

MBE WBE

(Name of MBE or WBE)

TO:

Oakley Construction Co.

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 8/6/03. 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.

Drywall, metal framing, insulation, gypsum board hanging, and taping finish.

Acoustical ceiling. Wood blocking. Plaster lath.

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

Two hundred eighty seven thousand, six hundred eighty nine dollars...\$287,689.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

**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:

H & P Contractor, Inc.

Name of MBE/WBE Firm (Print)

September 15, 2003

Date

773 645-0875

Phone


Signature
Humberto Pinto
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 Purchases,
Contracts and Supplies

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>

Humberto Pinto, President
H & P Contractor, Inc.
2921 W. Diversey Avenue
Chicago, Illinois 60647

Re: **3rd ANNIVERSARY CERTIFICATION**
Certification Effective: August 6, 2003
Certification Expires: June 30, 2006
Annual Affidavit Certificate Expires: June 30, 2004

Dear Mr. Pinto:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of **H & P Contractor, Inc.**'s certification is required by **June 30, 2004**.

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:

Carpentry, Drywall and Painting Services

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

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

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

EJG/gva



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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

Name of Project: Bucktown Wicker Park Branch Library

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

Oakley Construction Co., Inc.

Name of General Contractor
whose address is

7815 S. Claremont Ave.

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
Builders Trucking	Demo, Excavation	\$	\$470,400.00
Ibarra Masonry	Masonry	\$419,000.00	\$
Oakley Construction	General	\$1,000,000.00	\$
H&P Contractor	Drywall	\$ 287,689.00	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$1,706,689	\$ 470,400.00
Percent of Total Base Bid		37.9 %	10 %

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. 1318

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

SUB-SUBCONTRACTING LEVELS

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

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

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

If more than 10% 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:

OAKLEY CONSTRUCTION CO., INC.

Name of Contractor (Print)

9/9/2003

Date

(773) 434 - 1616

Phone



AUGUSTINE AFRIYIE

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

N/A

Kevin S. 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. 1318

Affidavit of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	SLD Warehouse	Dirksen Cafeteria		CTA - Bankfield		
Contract With	City of Chicago	G.S.A.		CTA		
Estimated Completion Date						
Total Contract Price	1,032,926. ⁵⁵	1,580,000. ⁰⁰		777,146		
Uncompleted Dollar Value if Firm is the GC	16,966. ⁵⁵			777,146		
Uncompleted Dollar Value if Firm is a Subcontractor	70,910. ⁰⁰					
TOTAL VALUE OF ALL WORK						

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

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

	1	2	3	4	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing		2,000.00				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work	9,000.00					
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware	1,840.00	8,735.00				
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Supervision	6,126.55	146,901.00				
Carpentry		5,000.00				
Toilet Access		1,022.00				
Signage		12,000.00				
TOTALS						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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	JP Asphalt	Tenant Elect.			
Type of Work	Bit. Concrete	Electrical			
Subcontract Price	7,977.00	380,000			
Amount Uncompleted	7,977.00	354,205			
Subcontractor	Fettes/Law, Sabin	Asbestos			
Type of Work	Sewer/Water	Abatement			
Subcontract Price	45,000.00	200,000.00			
Amount Uncompleted	10,200.00	1,272.00			
Subcontractor	Saunders	Brongiel			
Type of Work	Lanscaping	Plumbing			
Subcontract Price	15,138	112,875			
Amount Uncompleted	15,138	111,075			
Subcontractor	American Day	Edwards			
Type of Work	Cabinets	HVAC			
Subcontract Price	2945.00	116,000			
Amount Uncompleted	845.00	100,024			
Subcontractor	Standard Wire	National			
Type of Work	Wire Mesh	Terra 220			
Subcontract Price	34,000	100,000			
Amount Uncompleted	34,000	100,000			
Subcontractor	Storage Serv.	Price Acoustic			
Type of Work	Metal Lockers	Ceiling			
Subcontract Price	2,750	57,000.00			
Amount Uncompleted	2,750	57,000.00			
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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.

Augustine Afriyie
Signature

9/9/2003
Date

AUGUSTINE AFRIYIE
Name (Type or Print)

PRESIDENT
Title

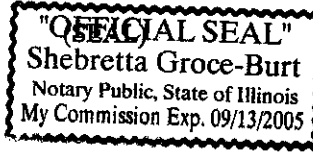
OAKLEY CONSTRUCTION CO., INC.
Bidder Name

7815 S. CLAREMONT AVE.
Address

CHICAGO IL. 60620
City State Zip

Subscribed and sworn to before me
this 9TH day of SEPTEMBER, 20 03

Shebretta Groce-Burt
Notary Public



Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

Affidavit Of Local Business

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Augustine Afriyie, being first duly sworn, deposes and says that:

1. He/She is PRESIDENT
(Owner, Partner, Officer)
of OAKLEY CONSTRUCTION CO., INC.
(the name of the Bidder that has submitted the attached Bid);

- 2. Bidder, or partner with at least 50% interest in joint venture Bidder, [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:

N/A

- 4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 15 (insert number) regular full-time people, 15 (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.

(Signed) [Signature]

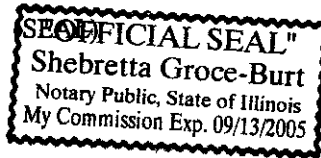
PRESIDENT (Title)

Subscribed and sworn to before me this 9 day of Sept, 20 03

[Signature] (Signature)

[Signature] (Title)

My Commission expires: 9-13-05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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 OAKLEY CONSTRUCTION CO., INC.
Submitted By AUGUSTINE AFRIYIE
Title PRESIDENT
Permanent Main Office Address 7815 S. CLAREMONT AVE.
Local Address SAME
CHICAGO, IL. 60620
Local Telephone No. and FAX No. (773) 434 - 1616 (773) 434 - 2134 FAX

How many years operating as contractor for work of this nature? 19 YEARS

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	WOODSON LIBRARY	\$1,968,241	1999	NEW ADDITION
2.	HOYNE SCHOOL	\$2,174,394	2000	NEW ADDITION
3.	LOBBY GLAZING	\$6,000,000	1998	RENOVATION
4.	GSA LOBBY 18 & 23RD FLOOR	\$2,000,000	2002	RENOVATION
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

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 OAKLEY CONSTRUCTION CO., INC.
- (b) State and City in which incorporated CHICAGO, IL.
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes No
- (d) Name and address of registered agent in Illinois

JEFFERY A. KRIEZELMAN, 20 N. CLARK ST, STE. 725, CHG, IL. 60602

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

<u>AUGUSTINE AFRIYIE</u> Name	<u>PRESIDENT</u> Title
<u>ANTHONY S. KWATENG</u> Name	<u>VICE PRESIDENT</u> Title

If submitted by a partnership:

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

If submitted by an individual:

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

[Signature]
Signature of Affiant

Subscribed and sworn to before me this 9TH day of SEPTEMBER 2003

[Signature]
Notary Public
My Commission expires:



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 #1318
 Description or goods or services to be provided under Contract: Fabrication, delivery performance, and installation of Bucktown-Wicker Park Branch Library
2. Name of Contractor: Oakley Construction Co., Inc.
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Builders Trucking	4312 W. 63rd	Subcontractor	E - \$470,000
Ibarra Masonry	3600 S. Albany	Subcontractor	E- \$419,000
H & P Contractor	2921 W. Diversey	Subcontractor	E- \$287,689
Omni Electrical	1752 W. North	Subcontractor	E- \$431,700
International Piping	444 E. State	Subcontractor	E- \$484,000

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


November 20, 2003
Date

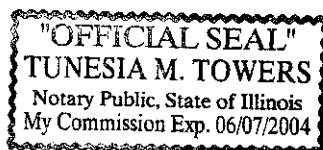
Augustine Afriyie
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 20th day of Nov. 2003


Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

PERFORMANCE AND PAYMENT BOND

Contract No. 1318

Bond No. 0352138

KNOW ALL MEN BY THESE PRESENTS, that we, Oakley Construction Company,
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
International Fidelity Insurance Company

a corporation organized and existing under the laws of the State of NJ, 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 Four Million Four Hundred Ninety Seven Thousand
Eight Hundred Thirty One Dollars and Eighty Three Cents (\$4,497,831.83) for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated November 12, 2003, for the fabrication, delivery, performance and
installation of

Bucktown-Wicker Park Branch Library -- New Construction
1701 N. Milwaukee Avenue, Chicago, Illinois 60610

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. 1318

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 Four Million Four Hundred Ninety Seven Thousand Eight Hundred Thirty One Dollars and Eighty Three Cents (\$4,497,831.83), 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. 1318

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this November 18, 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:

Oakley Construction Company
Corporate Principal

BY Anthony J. Kawahara

BY A. Syje

Secretary
Title

President
Title

7815 S. Claremont
Chicago, Illinois 60610

International Fidelity Insurance Company
Corporate Surety

BY Laura E. Fish
Laura E. Fish

Attorney-in-Fact
Title

One Newark Ctr, 20th Flr, Newark, NJ 07102
Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ 1st \$500,000 = \$14.40; next \$2,000,000 = \$10.80;
next \$1,997,831.83 = \$9.60 per thousand. **
Total amount of premium charged is \$ 47,979.00 **

* 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.

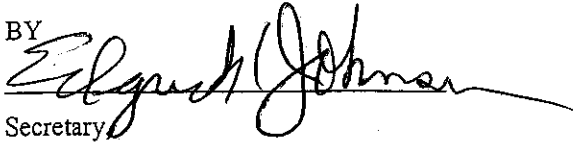
** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1318

BOND APPROVAL

BY



Secretary

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Anthony S. Kwateng, certify that I am the _____ Secretary of the Oakley Construction Company, corporation named as Principal in the foregoing performance and payment bond, that Augustine Afriyie 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 20th day of Nov 2003.

CORPORATE SEAL



ACKNOWLEDGMENT BY SURETY

STATE OF ILLINOIS

COUNTY OF DuPage

On this 18th day of **November, 2003**, before me personally appeared **Laura E. Fish** known to, me to be the Attorney-In-Fact of **International Fidelity Insurance Company**, the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(Seal)



Joyce McArdle

Joyce McArdle, Notary Public in the State of Illinois
County of DuPage

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**KIMBERLY K. LIBERS, LORI A. NOGGLE, ESTHER C. JIMENEZ, WILLIAM CAHILL, PHYLLIS BOYD,
MOLLY M. MORAN, AMY CALLAHAN, WILLIAM P. WEIBLE, MELISSA MARIE NEWMAN, LAURA E. FISH,
PETER S. FORKER**

Lisle, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and.
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures 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.



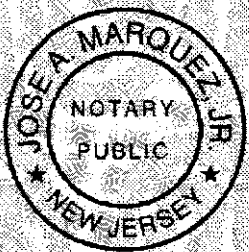
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

James R. ...
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Jose A. Marquez, Jr.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of November, 2003

Maria A. Franco
Assistant Secretary

Cook County Prevailing Wage for October 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON	ALL			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			29.940	32.340	1.5	1.5	2.0	5.100	5.240	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			33.650	36.150	1.5	1.5	2.0	7.450	5.980	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			29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR	BLD			30.450	32.200	1.5	1.5	2.0	6.810	8.010	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			29.000	29.750	1.5	1.5	2.0	4.170	3.380	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			33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS	ALL			24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT	ALL			33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER	BLD 1			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
PILEDRIIVER	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	0.550
TERRAZZO FINISHER	BLD			25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON	BLD			29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON	BLD			29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR	HWY			22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E ALL 1			26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL	2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL	3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL	4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL	1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER		BLD		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 are installed in a similar manner.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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



November 12, 2003

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

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Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

Augustine Afriyie
Oakley Construction Company
7815 South Claremont
Chicago, Illinois 60620

RE: **Notice of Award**
Contract No.: 1318
Type of Work: New Construction
Project: Bucktown-Wicker Park Branch Library

Dear Mr. Afriyie:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 12, 2003 the Commission awarded to your company Contract No. 1318 in the amount of \$4,497,831.83.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than November 21, 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: D. Lai
Trinal
Rodriguez & Associates



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

January 5, 2004

Augustine Afriyie
Oakley Construction
7815 South Claremont Ave.
Chicago, IL 60620

RE: **NOTICE TO PROCEED**

Contract No.: 1318

Project No.: CPL-42

Type of Work: New Construction

Project: Bucktown-Wicker Park Branch Library

Dear Mr. Afriyie:

Pursuant to Contract No.1318, which was awarded to your firm on **November 12, 2003** you are hereby notified that the commencement date for this project is **January 5, 2004**.

Pursuant to the Contract, all work must be completed within **425** consecutive calendar days of the commencement date. The substantial completion date is established as **March 5, 2005**. Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

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

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

Name: Ruben Avelar
Company: Rodriguez & Associates, Inc.
Address: 150 North Michigan Ave., Suite 1120, Chicago, IL 60604

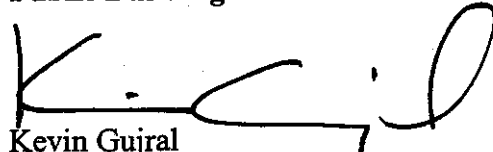
along with a copy to David Lai, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on January 5, 2004.

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

Sincerely,

Public Building Commission of Chicago



Kevin Gujral
Executive Director

KG/ml

Cc: Jack Brankin
D. Lai
Rodriguez & Associates, Inc.
Julia Sportolari
Nancy Jahnel
Trinal