

ORIGINAL

**Contractor:** Old Veteran Construction, Inc.  
**Address:** 10942 S. Halsted St.  
**City/State/Zip:** Chicago, IL 60628  
**Phone Number:** 773/821-9900  
**Fax Number:** 773/821-9911

**TO BE EXECUTED IN DUPLICATE**

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

**CONTRACT NO. 1447**

**Christopher Columbus School Campus Park  
1003 N. Leavitt  
Site Work  
CP7-01**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Richard M. Daley  
Chairman**

**Montel M. Gayles  
Executive Director**

**Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)**

*Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts dated November 4, 2004 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.*

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1447

II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1447 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here) 1 - 6/26/06

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.

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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**3. DOCUMENT SUBMITTAL CHECKLIST**

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

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

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 after bid opening.

1. \_\_\_\_\_ **Disclosure of Retained Parties** (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening)

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**NOTE 1: BIDDERS ARE RESPONSIBLE TO VERIFY QUANTITIES PER THE CONTRACT DOCUMENTS**

**NOTE 2: "Disposal Sites" – Bidders must obtain and provide copies of written authorizations from licensed/permitted construction and demolition debris disposal sites and land fills for the disposal of excavated materials from the site. The authorizations must be signed/executed by the disposal facilities representatives, and state that the site complies with all local zoning codes, State, Federal, and local laws, rules, and regulations. Contractor shall submit the name and address of minimum of three (3) disposal facilities that will be utilized for this project. The written authorizations from the three (3) disposal facilities must be submitted with Contractors' bid.**

<b>TOTAL BASE BID</b>	<b>\$ 688,000.00</b>
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**AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):**

(\$ 670,112.00 )

<b>SURETY:</b> Please specify full name and address of legal title of Surety: <u>Hartford Fire Insurance Company</u> <u>4245 Meridian Parkway</u> <u>Aurora, IL 60504</u>
--

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

\_\_\_\_\_  
dollars  
(\$ \_\_\_\_\_ )

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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

*Edward Johnson*  
Secretary

*Richard M. Daley*  
Chairman

CONTRACTING PARTY  
(Print or type names underneath all signatures)

Contractor Name

Address

If a Corporation:

By *Jose Maldonado*

President Jose Maldonado

Title of Signatory

ATTEST:  
By *Jose Maldonado*

Secretary Jose Maldonado

Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of Cook State of IL

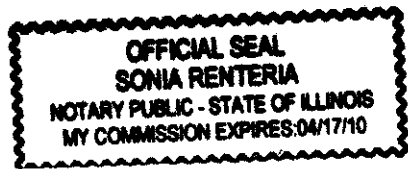
Subscribed and sworn to before me on this 30 day of June, 2006.

*Sonia Renteria*

(SEAL)

Notary Public Signature

Commission Expires: 04-17-10



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C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

Old Veteran Construction, Inc.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on 1/5, 2004, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated June 30, 2006 to the Public Building Commission of Chicago, for Contract No. 1447 of said Commission;

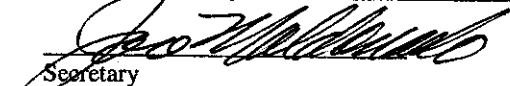
NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

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

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

President:	<u>Jose Maldonado</u>
Vice President:	<u>Jose Maldonado</u>
Secretary:	<u>Jose Maldonado</u>
Treasurer:	<u>Jose Maldonado</u>
Assistant Secretary:	<u>N/A</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 30 day of June, 2006.

  
Secretary

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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	<u>688,000.00</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>25%</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>6,880.00</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>40%</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>8,256.00</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>40%</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>2,752.00</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0%</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0.00</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during	<u>0%</u>

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construction of the project. (Maximum figure 0.10)

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0.00</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>0%</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0.00</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>17,888.00</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>670,112.00</u>

**Award Criteria Figure** (Insert Line 15 of Award Criteria Formula): \$ 670,112.00

**3. Community Hiring Bonuses**

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

- a) In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part III.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b) In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part III "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

**Definitions**

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

"Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.

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

**4. Liquidated Damages**

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

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



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- 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

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:

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

### 6. Major Trades

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

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

### 7. Trade Participation - For Information Only

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

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

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<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
Bricklayers	100%
Carpenters	100%
Cement Masons	50%
Electricians	50%
Ornamental Iron Workers	25%
Operating Engineer	25%
Painters	100%
Plumbers	50%

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IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Jose Maldonado

, being first duly sworn, deposes and says that:

(1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of
Old Veteran Construction, 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.

[Signature of Jose Maldonado]
(Signed) President

(Title)

Subscribed and sworn to before me this 30 day of June 20 06

[Signature of Sonia Renteria]
Office Administrator

(Title)

My Commission expires: 04-17-10



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SCHEDULE B - Joint Venture Affidavit  
(1 of 3)

N/A

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

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
\_\_\_\_\_  
\_\_\_\_\_
- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
\_\_\_\_\_  
\_\_\_\_\_

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

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions  
\_\_\_\_\_
  - B. Management decisions such as:
    - 1) Estimating  
\_\_\_\_\_
    - 2) Marketing and Sales  
\_\_\_\_\_
    - 3) Hiring and firing of management personnel  
\_\_\_\_\_
    - 4) Other  
\_\_\_\_\_
  - C. Purchasing of major items or supplies  
\_\_\_\_\_
  - D. Supervision of field operations  
\_\_\_\_\_
  - E. Supervision of office personnel  
\_\_\_\_\_
  - F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_
  - G. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_
10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.  
\_\_\_\_\_  
\_\_\_\_\_

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

**N/A**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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)

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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: Christopher Columbus School Campus Park

Project Number: 1447

FROM:

Old Veteran Construction, Inc. MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

Old Veteran Construction, Inc. and Public Building Commission of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/12/05. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

General Construction  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$122,719.00  
\_\_\_\_\_  
\_\_\_\_\_





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Mary A. Dempsey  
Interim Chief Procurement Officer

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

September 12, 2005

Jose Maldonado, President  
Old Veteran Construction, Inc.  
10942 So. Halsted Street  
Chicago, Illinois 60628

Annual Certificate Expires:  
Vendor Number:

October 1, 2006  
1036761

Dear Mr. Maldonado:

We are pleased to inform you that Old Veteran Construction, Inc. has been certified as a MBE/WBE by the City of Chicago. This MBE certification is valid until **October 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2006**.

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

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

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

**Miscellaneous Concrete (Exclusive of Public Walkways); Tuckpointing; Brick Steam Cleaning and Caulking; General Contractor**

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

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

Sincerely,

David Grossman  
Managing Deputy, Certification and Compliance

DG/emc



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Old Veteran Construction, Inc.

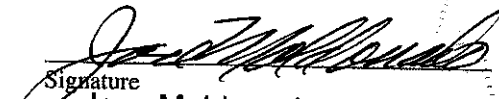
Name of MBE/WBE Firm (Print)

6/30/06

Date

773/821-9900

Phone

  
Signature  
Jose Maldonado  
Name (Print)

IF APPLICABLE: N/A  
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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

To: Old Veteran Construction  
10942 S. Halsted  
Chicago, IL 60628

From: Lincoln Paving / A.I. CRUSHING CO

Address: 1300 W. 171<sup>ST</sup> STREET  
HARZEL CREST ILL. 60429

Re: Written Authorization for PBC - Columbus School Campus Park

Mr. Maldonado:

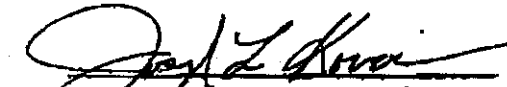
We assert that our dump site and/or landfill complies with all local zoning codes, State, Federal and local laws, rules and regulations.

We are authorizing Old Veteran Construction, for the purposes of *bidding only*, to submit our dump site and/or landfill as an acceptable disposal site for the excavated and demolished materials from the Columbus School Campus Park project. We absolve ourselves of any responsibility for accepting into our site any excavated or demolished materials until said materials have been deemed as acceptable for disposal by the owner's testing agency.

WE ACCEPT CLEAN BROKEN CONCRETE  
AND ASPHALT ONLY.

Thank you.

Signature of Disposal Site Representative:



Name of Disposal Site Representative:

Lincoln Paving / A.I. CRUSHING CO

Date:

06-30-06

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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: COLUMBUS SCHOOL CAMPUS PARK

Project Number: 1447

FROM:

DND ELECTRIC INC MBE  WBE   
(Name of MBE or WBE)

TO:

OLD VETERAN 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 3/29/06. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

ELECTRICAL  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$56,229<sup>00</sup>

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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:

DND ELECTRIC INC  
Name of MBE/WBE Firm (Print)  
5/31/2006  
Date  
630-585-0933  
Phone

David DeLeon  
Signature  
DAVID DELEON  
Name (Print)

IF APPLICABLE:

By:

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

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

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

March 29, 2006

David DeLeon, President  
**DND Electric, Inc.**  
1569 Harris Drive  
Aurora, Illinois 60504

Dear Mr. DeLeon:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **DBE/MBE certification until December 1, 2006.**

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

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

**Electrical Contractor**

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

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer

ymj



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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: COLUMBUS SCHOOL CAMPUS PARK

Project Number: 1447

FROM:

ARC UNDERGROUND INC.  
(Name of MBE or WBE)

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

TO:

OWD VETERAN 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 Partnership

a Corporation  
\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9.1.06. 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.

Site Utilities

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

\$39,365.00

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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 subject to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be subject 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 subject, a brief explanation and description of the work to be subject 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:

ARC Underground Inc  
Name of MBE/WBE Firm (Print)  
6-21-06  
Date  
773 235-4648  
Phone

[Signature]  
Signature  
CHRISTINA M. Savoia  
Name (Print)

IF APPLICABLE:

By:

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

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





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Deputy Procurement Officer

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

November 29, 2005

Christine Savoia, President  
ARC Underground, Inc.  
2114 West Thomas Street  
Chicago, Illinois 60622

Dear Ms. Savoia:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **DBE/WBE certification until September 1, 2006.**


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

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

**Sewer and Drain Contractor; Miscellaneous Concrete  
(Exclusive of Public Walkways)**

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

mck



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

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

Name of Project: Christopher Columbus School Campus Park

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  
Old Veteran Construction, Inc.

Name of General Contractor  
whose address is  
10942 S. Halsted St.

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
Old Veteran Construction, Inc.	General Construction	\$ 122,719.00	\$
DND Electric	Electrical	\$ 56,229.00	\$
ARC Underground	Site Utilities	\$	\$ 39,365.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ 178,948.00	\$ 39,365.00
<b>Percent of Total Base Bid</b>		26 %	5.72 %

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. 1447

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

SUB-SUBCONTRACTING LEVELS

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

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

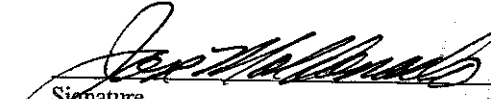
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

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

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

By:

Old Veteran Construction, Inc.  
Name of Contractor (Print)  
6/30/06  
Date  
773/821-9900  
Phone

  
Signature  
Jose Maldonado  
Name (Print)

IF APPLICABLE: N/A

By:

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1447

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

N/A

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

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

Dear Mr. Gayles:

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

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

In accordance with Section 23.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.10 as follows:

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

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

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1447

**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	Cumberland Parking Garage	VA-002-05 Security Sys	UIC - South Campus Dev.	St. Vincent De Paul		
Contract With	CTA	Dept. of Veterans Affairs	University of Illinois At Chgo.	Linn-Mathes		
Estimated Completion Date	4/28/06	7/06	8/06	10/06		
Total Contract Price	174,439	474,302	396,432	1,500,000		
Uncompleted Dollar Value if Firm is the GC	115,200	148,390	182,457	682,500		1,125,547
Uncompleted Dollar Value if Firm is a Subcontractor	0.00	0.00	0.00	0.00		0.00
<b>TOTAL VALUE OF ALL WORK</b>						1,128,547

**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		2,250				2,250
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)		2,989				2,989
Miscellaneous Concrete		1,120				1,120
Fireproofing						
Masonry						

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing		378				378
Others (List)						
Masonry			182,457	682,500		864,957
Project Manager, Superintendent Overhead, General Conditions	3,200					3,200
Carpentry		11,844				11,844
<b>TOTALS</b>	3,200	18,581	182,457	682,500		886,738

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**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	Turner Supply	Advent Systems			
Type of Work	Supplier	Security Systems			
Subcontract Price	47,913	63,000			
Amount Uncompleted	38,330	63,000			
Subcontractor	Advanced Design	Allied Power & Light			
Type of Work	Structural Steel	Electrical			
Subcontract Price	74,087	153,215			
Amount Uncompleted	59,270	15,322			
Subcontractor	Advanced Design	Midwest Arch. Glazing			
Type of Work	Painting	Glass & Glazing			
Subcontract Price	18,000	41,400			
Amount Uncompleted	14,400	41,400			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor		Insulco			
Type of Work		Demolition			
Subcontract Price		10,087			
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>TOTAL Uncompleted</b>	112,000	119,722			

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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.

*Jose Maldonado*  
Signature

June 30, 2006

Date

Jose Maldonado  
Name (Type or Print)

President

Title

Old Veteran Construction, Inc.  
Bidder Name

10942 S. Halsted St.  
Address

Chicago, IL 60628  
City State Zip

Subscribed and sworn to before me  
this 30 day of June, 2006

*Sonia Renteria* (SEAL)  
Notary Public

Commission expires: 04-17-10





To: Public Building Commission

Attn: Janice Meeks

From: Old Veteran Construction

Re: Columbus School Campus Parks Dump Sites



Ms. Meeks-

Old Veteran Construction has attempted in all good faith to obtain the required authorization from the three dump sites required. In an effort to obtain this information we created a form letter which we sent to both our excavation subcontractors, and our own dump sites that we work with regularly. The general response has been overwhelmingly negative in that no site wants to confirm acceptance of material until the material has already been proven safe by the owner.

I have attached one authorization that we were able to obtain from one cooperative site. Please be advised that as per your phone message to me, received Friday, June 30<sup>th</sup>, 2006 at 8:00 AM, Old Veteran Construction understands that the absence of the remaining written authorizations will in fact NOT disqualify our bid, or cause our \$5,000 cashier's check to be withheld.

We do, in fact, fully intend to utilize at all times, only legal, permitted dump sites for the duration of this project, should we receive the award. That being the case, we fully intend to provide the remaining written authorizations as required prior to the Public Building Commission's issuance of Notice to Proceed.

Thank you,

A handwritten signature in cursive script, which appears to read 'Paul Kroenke', is written over the typed name.

Paul Kroenke

Lead Estimator

Old Veteran Construction

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**Affidavit Of Local Business**

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/She is

\_\_\_\_\_  
(Owner, Partner, Officer)  
of

\_\_\_\_\_  
(the name of the Bidder that has submitted the attached Bid);

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

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

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs \_\_\_\_\_ (insert number) regular full-time people, \_\_\_\_\_ (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, [ ] is [ ] is not subject to City of Chicago taxes.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title)

My Commission expires:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**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

\_\_\_\_\_

Submitted By

\_\_\_\_\_

Title

\_\_\_\_\_

Permanent Main Office Address

\_\_\_\_\_

Local Address

\_\_\_\_\_

\_\_\_\_\_

Local Telephone No. and FAX No.

\_\_\_\_\_

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**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 \_\_\_\_\_
- (b) State and City in which incorporated \_\_\_\_\_
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois  
\_\_\_\_\_

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

_____ Name	_____ Title
_____ Name	_____ Title

If submitted by a partnership:

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

If submitted by an individual:

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

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires:

(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**Disclosure of Retained Parties**

The apparent 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about 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 undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_

Description of goods or services to be provided under Contract: \_\_\_\_\_

2. Name of Contractor: \_\_\_\_\_

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.

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

Retained Parties:

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**Disclosure of Retained Parties (continued)**

4. The Contractor understands and agrees as follows:
- a) The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
  - b) If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
  - c) This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL)

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

Commission expires:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1447**

**Bond No. 83BCSEB7693**

---

KNOW ALL MEN BY THESE PRESENTS, that we, Old Veteran Construction, Inc.  
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of  
Chicago, State of Illinois, as Corporate Principal, and

Hartford Fire Insurance Company

4245 Meridian Parkway

Aurora, IL 60504

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of  
\*Illinois\*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Six Hundred Eighty Eight Thousand and No Cents  
(\$ 688,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto  
attached, with the Commission, dated July 11, 2006, for the fabrication, delivery, performance and  
installation of

Christopher Columbus School Campus Park  
1003 N. Leavitt, Chicago, IL

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1447

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7/14/2006, 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

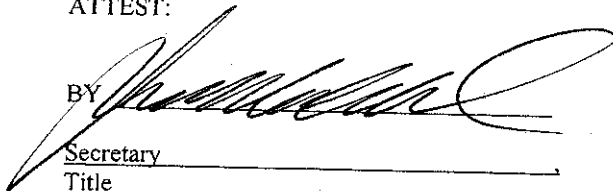
Business Address \_\_\_\_\_

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

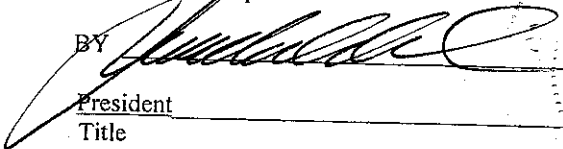
City \_\_\_\_\_ State \_\_\_\_\_

CORPORATE SEAL

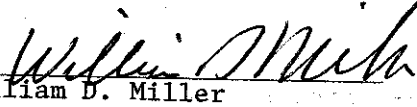
ATTEST:

BY   
Secretary  
Title

\* Old Veteran Construction Inc. \*  
Corporate Principal

BY   
President  
Title

10942 S. Halsted St.  
Chicago, IL 60628

BY   
William D. Miller  
New Lenox, IL 815-485-4100  
Business Address & Telephone

Hartford Fire Insurance Company  
Corporate Surety

Attorney-in-fact  
Title

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Hans Buvary

Business Address: 4245 Meridian Parkway, Aurora, IL 60504

Telephone: 630-692-8659 Fax: 630-692-6602

The rate of premium of this Bond is \$ \$11.00 / \$9.00 per thousand. \*\*  
Total amount of premium charged is \$ \$7,192.00 \*\*

\* 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. The Commission will not accept a facsimile signature.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of Six Hundred Eighty Eight Thousand and No Cents (\$ 688,000.00 ), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

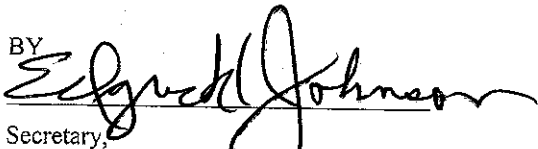
No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1447

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

BOND APPROVAL

BY



Secretary,

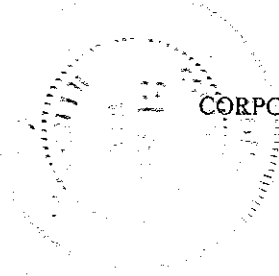
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Jose Maldonado, certify that I am the Corporate Secretary of the Old Veteran Construction Inc., corporation named as Principal in the foregoing performance and payment bond, that Jose Maldonado 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 14th day of July 2006.

CORPORATE SEAL



STATE OF Illinois  
COUNTY OF Will ss.:

On this 14th day of July 2006, before me personally appeared William D. Miller, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact

Surety  
Company  
Acknowledgment

of Hartford Fire Insurance Company, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



*Brandie Catlin*  
(Notary Public in and for the above County and State)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 83-551421

## KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*Robert W. Kegley, Suellen Bottomley, Robert H. Walker, William D. Miller, R.L. McWethy, Kevin J. Scanlon*  
of  
New Lenox, IL

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*David T. Akers*

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 14, 2006

Signed and sealed at the City of Hartford.



*Yves Cantin*

Yves Cantin, Assistant Vice President

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1447

## V. INSTRUCTIONS TO BIDDERS

### A. Examination Of Documents By Bidder

1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Standard Terms and Conditions (Book 1); Project Information, Instructions, and Execution Documents (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder shall inspect in detail the site of the proposed Work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.
2. Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents the opinion of the Commission as to the location, character, or quantity of the materials encountered and is only included for the convenience of the Bidder. The Commission assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

### B. Interpretations Or Addenda

1. The Commission will not furnish oral interpretations of Contract Documents. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Any inquiry received ten (10) or more days prior to the date fixed for opening of bids will be considered. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission at least five (5) days before bids are opened. Although all addenda will be mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.
2. If any such differences or conflicts are not called to the Commission's Representative's attention ten (10) days or more prior to submission of bids, the Commission's Representative shall decide which of the conflicting requirements will govern, and the Contractor shall perform the work at no additional cost to the Commission in accordance with the decision of the Commission's Representative.

### C. Inspection Of Site

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

### D. Pre-Qualification Of Bidders

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1447

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

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

### **E. Competency of Bidder**

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

### **F. Substitutions Prior To Bid Date**

1. The Architect will consider written requests for substitutions received at least ten (10) days prior to bid date. Requests received after that time will not be considered.
2. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, Exhibit Q, filled out completely, signed, and including the required attachments.
3. Substitutions will not be considered if, in the opinion of the Architect, acceptance will require substantial revision of the Contract Documents.
4. Notification of approved substitutions will be made by addendum.

### **G. Preparation of Bid**

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 2) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 2 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1447

6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Basis of Award (Award Criteria)
  - e) Unit Prices
  - f) Affidavit of Non-collusion
  - g) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
  - i) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - j) Schedule E – Request for Waiver from MBE/WBE Participation
  - k) Affidavit of Uncompleted Work
  
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
  - a) Financial Statement
  - b) Disclosure Affidavit
  - c) Affidavit of Local Business, including applicable documentation
  - d) Statement of Bidder's Qualifications
  
8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
  
9. The apparent 1<sup>st</sup> low and 2<sup>nd</sup> low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

**H. Bid Guarantee: Deposit and Time Period**

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
  
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
  
3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
  
4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

### **I. Administrative Fee**

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

### **J. Bidder's Execution of Bid**

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

### **K. Basis of Award (Award Criteria)**

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

### **L. Alternates**

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

### **M. Unit Prices**

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1447

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

### **N. Affidavit of Non-Collusion**

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

### **O. MBE and WBE Commitments**

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

### **P. Affidavit of Uncompleted Work**

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

### **Q. Bidder's Financial Statement**

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

### **R. Disclosure Affidavit**

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit pursuant to Section 21.13 "Disclosure Affidavit."

### **S. Affidavit of Local Business**

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

### **T. Statement of Bidder's Qualifications**

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

### **U. Disclosure of Retained Parties**

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The apparent low Bidder and the apparent 2<sup>nd</sup> low bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on the document.

### V. Submission of Bid

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

### W. Withdrawal Of Bids Before Bid Opening

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

### X. Opening Of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

### Y. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required. Errors in the bid breakdown may result in a non-responsive bid.
2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

### Z. Award Of Contract; Rejection Of Bids

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

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

### AA. Performance and Payment Bond and Insurance

1. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.
2. The Performance and Payment Bond shall be in the form herein and in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
3. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

### BB. Order of Precedence of Components of the Contract Documents

1. The order of precedence of the components of the Contract Documents shall be as follows:
  - a) Standard Terms and Conditions (Book 1);
  - b) Addenda, if any;
  - c) Drawings;
  - d) Technical Specifications;
  - e) Project Information, Instructions, and Execution Documents (Book 2);
  - f) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
  - g) Performance and Payment Bond, if required.
2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

### CC. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

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

## Cook County Prevailing Wage for June 2006

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		37.700	41.090	2.0	2.0	2.0	6.720	6.790	0.000	0.210
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
CEMENT MASON		ALL		36.600	37.850	2.0	1.5	2.0	6.110	4.920	0.000	0.150
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		31.440	33.940	1.5	1.5	2.0	6.300	5.290	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		34.950	40.720	1.5	1.5	2.0	7.420	8.730	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		27.260	40.720	1.5	1.5	2.0	5.790	6.820	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		34.950	40.720	1.5	1.5	2.0	7.420	8.730	0.000	0.260
ELECTRICIAN		ALL		35.150	37.750	1.5	1.5	2.0	8.680	6.850	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		40.745	45.840	2.0	2.0	2.0	7.775	5.090	2.445	0.400
FENCE ERECTOR		ALL		25.840	27.090	1.5	1.5	2.0	7.250	7.080	0.000	0.200
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
LABORER		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
LATHER		BLD		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
MACHINIST		BLD		35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MILLWRIGHT		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	2	41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	3	36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	4	30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		33.600	35.350	2.0	2.0	2.0	7.250	10.09	0.000	0.750
PAINTER		ALL		33.550	37.560	1.5	1.5	1.5	5.800	5.400	0.000	0.340
PAINTER SIGNS		BLD		27.640	31.030	1.5	1.5	1.5	2.600	2.210	0.000	0.000
PILEDRIVER		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
PIPEFITTER		BLD		36.100	38.100	1.5	1.5	2.0	7.910	6.100	0.000	0.800
PLASTERER		BLD		32.100	33.600	1.5	1.5	2.0	6.240	6.600	0.000	0.400
PLUMBER		BLD		38.400	40.400	1.5	1.5	2.0	7.170	3.940	0.000	0.790
ROOFER		BLD		32.800	34.800	1.5	1.5	2.0	5.930	3.140	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		24.640	25.490	1.5	1.5	2.0	3.980	2.050	0.000	0.000
SPRINKLER FITTER		BLD		36.000	38.000	1.5	1.5	2.0	8.000	5.600	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	29.150	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000

TRUCK DRIVER	E	ALL 2	29.400	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E	ALL 3	29.600	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	E	ALL 4	29.800	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000
TRUCK DRIVER	W	ALL 1	28.700	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL 2	28.850	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL 3	29.050	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL 4	29.250	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TUCKPOINTER	BLD		34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

## Legend:

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

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

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

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

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

#### MARBLE FINISHER

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

which sare installed in a similar manner.

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

**GSG Consultants**

**Exhibit 2**

**Section 02316  
Soil Management and Handling**

**Limited Geotechnical Subsurface Investigation**

**SECTION 02316**  
**SOIL MANAGEMENT AND HANDLING**

**PART 1 - GENERAL**

**1.1 Introduction**

- A. **Related Documents:** All terms and conditions of the Contract apply to this Section.
- B. **Work included:** This specification is for the excavation, stockpiling, loading, hauling, removal, and disposal of any soils, fill, backfill, top soil, CU Structural Soil, and general construction and demolition debris which includes soil that exceeds Tier 1 SROs, and for the management and disposal of all storm water and liquid wastes during construction activities. The Contractor shall perform the work under this section in accordance with all applicable local, county, IEPA, USEPA, and OSHA regulations. The Work shall include the following:

**1. Removal and disposal**

- a. Excavation of soils, fill, backfill, top soil, CU Structural Soil, and general construction and demolition debris materials to the depth required to complete the proposed site preparation/construction work activities as specified in the Architectural/Engineering drawings and specifications, or to the depth indicated in this specification and Remediation Plan, whichever is greater. The excavated materials shall be classified as Clean Construction and Demolition Debris (CCDD) or General Construction and Demolition Debris.
- b. Obtain disposal authorization from a permitted Subtitle D landfill for the disposal of excavated CCDD or General Construction and Demolition Debris. Contractor may dispose of CCDD at a current or former quarry filling site, provided the site has applied to the Illinois EPA for interim authorization or is permitted by other regulatory agencies for sites located outside Illinois. The contractor shall provide a letter from the site indicating acceptance of materials at the facility. The authorization letter must be signed by the filling site representative and state that the facility has reviewed the analytical results provided in this specification and that the facility has agreed to accept the soils for permanent placement on site, and that the material will not be removed from the site.
- c. Perform all analytical testing for waste stream authorizations as necessary to secure all required disposal permits for all materials.
- d. Load and transport all materials to the approved disposal sites in covered trucks.
- e. Prepare daily reports, transport manifests, weight tickets and receipts (as applicable) prior to starting any soil removal activities.
- f. Provide copies of all daily reports, transport/waste manifest, weight tickets, and disposal receipts (as applicable) to the Owner's Representative on a daily basis documenting proper disposal of soils (including non-special waste soils



and non-hazardous special waste soils), fill, backfill, top soil, CU Structural Soil, and general construction and demolition debris materials.

2. Placement of backfill materials

- a. Place and compact backfill materials at all excavation areas using approved materials in accordance with the Architectural/Engineering specifications. The backfill materials shall not contain any chemicals that exceed the parameter values as listed in APPENDIX B, SECTION 742, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742. The date of the environmental analysis of each type of backfill materials shall be within 30 days of importing such material to the site.
- b. The Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinance that govern or regulate the handling, transportation, and disposal of all excavated materials from the site.

1.2 Definitions

- A. Agency means Illinois Environmental Protection Agency (IEPA).
- B. Backfill means granular or cohesive material used to fill the excavation to design grade as referenced in design plans and specifications, and which does not exceed the parameter values as listed in Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B.
- C. CU Structural Soil means a uniformly blended mixture of crushed stone, clay, loam and hydrogel as referenced in Specification 02901.
- D. Clean Construction and Demolition Debris means uncontaminated concrete without protruding rebar, brick, rock, stone, reclaimed asphalt pavement, and uncontaminated soil materials. Based on the Illinois EPA, a material is contaminated if:
  - i. Elements or compounds not naturally found in the material are present;
  - ii. Elements or compounds naturally occurring in the material are at concentrations above the normal range of values; or
  - iii. Waste or landscape waste is found in the material.
- E. Clean Construction and Demolition Debris (CCDD) filling site means any former or current quarry that has applied to the Illinois EPA for interim authorization and are operating in accordance with Section 22.51 of the Environmental Protection Act. For disposal sites outside of Illinois, the facility must be permitted by applicable state and local regulatory agencies.
- F. General Construction and Demolition (C&D) Debris means non-hazardous, uncontaminated materials resulting from construction, remodeling, repair, and demolition of utilities, structures, and roads as defined in Public Act 92-0574, The Environmental Protection Act, 415 ILCS 5 Section 3.160 and regulated under Title 35: Environmental



Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling. General Construction and demolition (C&D) debris may include soil, wall coverings, reclaimed asphalt pavement, rock, plaster, glass, non-hazardous painted wood, drywall, plastics, non-hazardous coated wood, non-asbestos insulation, bricks, wood products, roofing shingles, concrete, and general roof coverings. General construction and demolition debris shall be disposed of at a licensed landfill.

- G. Environmental Consultant means the entity with overall responsibility for the direction and control of the environmental investigations, assessments, designs, and supervision of remediation work.
- H. Fill means any earthen or non-earthen materials including but not limited to any sediment, granular or cohesive non-native earthen materials, cinders, ash, wood, and brick, concrete, and asphalt fragments, glass, and building debris encountered above naturally occurring undisturbed soils or bedrock in built-up areas.
- I. Hazardous Waste means a waste, or combination of wastes, which has been identified by characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580, 40 CFR part 261, Illinois Environmental protection Act 415 ILCS 5/3.220, and Section 809.103 of Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board. A waste is classified as hazardous if it exhibits any of the following characteristics: 1) ignitability, 2) corrosivity, 3) reactivity, or 4) toxicity, and as defined in Illinois Administrative Code Title 35, Section 721.103 (35 IAC 721.103).
- J. IEPA means Illinois Environmental Protection Agency.
- K. IDOT means Illinois Department of Transportation.
- L. Landscape waste means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.
- M. Landfill means a facility permitted by the Illinois EPA, or other State Agency for sites outside Illinois, for the disposal of household waste and other type of Resource Conservation and Recovery Act (RCRA) wastes such as commercial solid waste, non-hazardous sludge, small quantity generator waste, and industrial solid waste on land meeting the requirements of the RCRA Subtitle D.
- N. Manifest means the form provided or prescribed by IEPA and used for identifying name, quality, routing, and destination of special waste during its transportation from point of generation to the point of disposal, treatment, or storage.
- O. MSDS means Material Safety Data Sheet, required by OSHA for any substances that are toxic, caustic, or otherwise potentially hazardous to workers.
- P. OSHA means Occupational Safety and Health Administration.
- Q. Owner's Representative (OR) means the person or entity designated as the official representative of the owner in connection with a project.



- R. Remediation Area means any area on site where underground storage tanks, non-special waste and/or non-hazardous special waste, or soil that do not meet Tier 1 SROs for residential properties is present.
- S. Soil means any granular or cohesive materials designated for removal as specified in the Architect/Engineer drawings and specifications and includes soils that are determined to be non-special and special waste.
- T. Special Waste means any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 808: Special Waste Classifications; Subpart A: General Provisions; Section 808.110,

AND

Any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 809: Non Hazardous Special Waste Classifications; Subpart A: General Provisions; Section 809.103. No special waste is present at the site based on the results of the site investigation.

- U. SROs means Soil Remediation Objectives for various exposure routes identified in 35 Illinois Administrative Code 742: Tiered Approach To Corrective Action Objectives (TACO).
- V. Storm water means water deposited at the site in the form of rain, snow or other natural weather event.
- W. TACO means TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO) per 35 Illinois Administrative Code 742.
- X. Top Soil means soils placed to design grade and used to promote vegetative growth, and which does not exceed those parameter values as listed in Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B.
- Y. USEPA means United States Environmental Protection Agency.

### 1.3 SITE INFORMATION

A Limited Soil Investigation was conducted at the site. The limited site investigation consisted of a review of historical Sanborn maps and City of Chicago Department of Environment records; a site reconnaissance; a metallic survey; and limited subsurface site investigation. The following is a summary of the site environmental investigation findings:

The site appears to have been used for residential use and subsequently as part of Columbus Public School. The metallic survey did not indicate the presence of any underground metallic anomaly at the site.

COLUMBUS SCHOOL CAMPUS PARK

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SOIL MANAGEMENT AND HANDLING



GSG Consultants, Inc.



GSG performed the limited site investigation activities on March 27 and May 17, 2006. GSG collected a total of eleven (11) soil samples from the Site for soil screening purposes. No PID readings, odors or staining were observed or recorded during the site investigation. Soil samples were analyzed for Polynuclear Aromatic Compounds (PNAs), and Total Lead and Arsenic, which are typically encountered in fill soil in the City of Chicago.

GSG compared the analytical results to the Illinois Environmental Protection Agency (IEPA) Tiered Approach to Corrective Action Objectives (TACO), Tier 1 Remediation Objectives for Residential Use for the contaminants present at the Site. Arsenic values were below the Tier 1 SROs for the Residential Use. PNA constituents and Lead exceeded the Tier 1 SROs for the Residential property ingestion exposure route in several for the Residential property use. However, the PNA concentrations of three (3) of the eleven (11) samples (SB3, SB4, B2-1) were also above PNA background levels for the Chicagoland area. The horizontal and vertical extent of soil containing PNAs above the Chicago metropolitan area background concentration is unknown at this time.

Exhibit 1 shows the location of all soil borings completed at the site. Appendix A, attached, provides a copy of the analytical results of the soil borings. The contractor shall be responsible for reviewing all reports provided and understanding all data associated with these reports.

#### 1.4 Submittals

A. Copies of the following submittals shall be prepared and submitted to the Owner's Representative at Contractor's own cost:

1. Soil, Fill, Backfill, CU Structural Soil, Construction and Demolition Debris Removal

a. Contractor's Site Specific Health and Safety Plan for all workers engaged in excavation, stockpiling, loading, hauling, removal, and disposal of any soils (including non-special waste soils and non-hazardous special waste soils), fill, general construction and demolition debris from the property. The plan shall comply with all OSHA requirements. The work shall be performed under the direct supervision of a trained experienced site supervisor. The plan should at a minimum include the following:

- 1) Name key personnel and alternates responsible for site safety.
- 2) Describe the risks associated with each operation conducted.
- 3) Type of personnel training and responsibilities and to handle the specific hazardous situations they may encounter.
- 4) Describe the protective clothing and equipment to be worn by personnel during various site operations.
- 5) Describe any site-specific medical surveillance requirements.
- 6) Describe the program for the periodic air monitoring, personnel monitoring, and environmental sampling if needed.
- 7) Describe the actions to be taken to mitigate existing hazards to make the work environment less hazardous.
- 8) Define site control measures including a site map.



- 9) Establish procedures for personnel and equipment and transporting trucks to ensure that impacted soils are not tracked off site on to non-impacted areas of the site.
  - 10) Set forth the site Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized (i.e., decon procedures and respirator fit testing).
  - 11) Set forth a Contingency Plan for the safe and effective response to emergencies.
- b. Soil Management Plan outlining proposed excavation work sequences and procedures to separate each type of material to be removed from the site from clean materials. The Soil Management Plan shall show the locations of each type of material to be stored on site, location of clean materials to be stored at the site for reuse, and location of material to be stored on site for future disposal. The Plan shall also include information regarding concrete and brick recycling procedures and name and address of the concrete and brick recycling sites that will be used as part of this project.
- c. Name, address and telephone number of the permitted landfill where excavated materials (including non-special waste soils and non-hazardous special waste soils), fill, general construction and demolition debris are to be transported. This submittal must be made prior to removal of any materials from the site. This information should include, at a minimum, the following:
- 1) Facility Name and Address and Telephone Number.
  - 2) Site Contact.
  - 3) Facility Identification Number issued by Illinois, U.S. EPA, or other state licensing agencies for site outside Illinois

If a CCDD filling site is to be used, the contractor shall provide evidence that the site has applied for an interim authorization with the Illinois EPA.

- d. Letter of authorization from the landfill and CCDD filling site where excavated materials are to be disposed of. The authorization must be signed by the landfill/CCDD filling site representative and state that the facility complies with all local zoning codes and all local, State, and Federal rules and regulations, that all required laboratory analyses has been received by the facility, and that the facility has agreed to accept the soils (including non-special waste soils, and non-hazardous special waste soils), fill, and general construction and demolition debris materials. The Authorization shall further state that the soils (including non-special waste soils and non-hazardous special waste soils), fill, general construction and demolition debris fill materials are being accepted for permanent placement on site, and that the material will not be removed from the site unless required by a local, State or Federal Authority.
- e. Copies of analytical results for each waste stream to be removed from the site as applicable. The name and address and telephone number of the laboratory that will be used by the Contractor to perform analytical testing for waste stream authorization.



- f. Storm Water Management Plan - prior to commencing work, the contractor shall provide a Storm Water Management Plan stipulating provisions for dewatering, pumping, collection, temporary storage, and discharge or disposal of storm water, perched water and other liquids, contaminated and/or uncontaminated, at the site so as to facilitate soil removal and minimize disposal costs for contaminated fluids.
- g. Copies of all daily reports, transport/waste manifests, weight tickets and receipts (as applicable) to the Owner's Representative and/or Project Manager on a daily basis.
- h. Any sampling data collected during the course of the Work.
- i. Prior to importing any backfill to the site, provide copies of analytical results of for each source of backfill materials verifying that the backfill does not exceed the values listed in PART 742, PPENDIX B, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM. CODE 742. The date of the backfill analytical results should be within 30 days of importing such material to the site. This shall include all topsoil, cohesive, granular, and other fills. The Contractor shall collect sufficient number of conformation soil samples throughout the backfilling activities to verify that all imported soils do not exceed the TACO values.
- j. Name and address and telephone number of the IEPA-approved laboratory that will be used by the Contractor to perform analytical testing for waste stream authorization and backfill samples prior to starting work.

#### 1.5 Submittal Review

- A. Review of submittals or any comments made does not relieve the Contractor from compliance with the requirements of the drawings and specifications. The purpose of this check is to review for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for confirming and correlating all quantities and dimensions; electing techniques of construction; coordinating the Work; and performing the Work in a safe and satisfactory manner.

#### 1.6 Notifications

- A. The Contractor shall notify the OR and Environmental Consultant no less than forty-eight (48) business hours prior to loading and transporting any materials from the site.

#### 1.7 Recordkeeping

- A. The Contractor shall provide documentation of labor, equipment, materials and disposal laboratory analysis used for soil removal, when requested by the OR and Environmental Consultant.



## **PART 2 - PRODUCTS**

### **2.1 Removal of Soil, Fill, Backfill, CU Structural Soil, and Construction and Demolition Debris**

- A. The Contractor shall furnish all necessary means, products, tools, and equipment required to remove soil (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU Structural Soil and construction and demolition debris from the site as directed by the OR.

## **PART 3 - EXECUTION**

### **3.1 Authorizations**

- A. Obtain authorization from landfill where soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU Structural Soil and construction and demolition debris are to be deposited. The Authorization must be signed by the property owner and shall state that the property owner has received a copy of one or more laboratory analyses of representative sample(s) collected from the site by the contractor and has agreed to accept the material. The Authorization shall further state that the site owner agrees to accept the material for permanent placement on their site and that the material will not be removed from their site unless required by a local, State or Federal Authority. The Authorization further shall state that the site complies with all local zoning codes, State, Federal and Local laws, rules, and regulations.
- B. Obtain prior authorization from OR and Environmental Consultant to backfill excavations and utility lines, and apply top soil. All backfill, CU Structural Soil, and top soil shall comply with site specific project specifications.
- C. Haulers for transportation of soils, backfill and top soil shall hold, and present upon request, a current valid Commercial Driver's License (CDL).

### **3.2 Material Sampling**

- A. Soil, Fill, Backfill, CU Structural Soil, Construction and Demolition debris
  1. The Contractor shall collect sufficient amount of representative sample(s) from each type of material being removed from the site for analytical testing to obtain authorization for the ultimate disposition of the materials. The contractor is responsible for acquisition of any required permits and payment of all fees.
  2. The Contractor shall be responsible for obtaining liquid samples as needed for characterization for liquid disposal offsite or disposition onsite as applicable. The Contractor is responsible to the acquisition of any required disposal permits and the payment of any fees associated with liquid disposal.
  3. The Contractor shall submit the soil and liquid samples (as applicable) to the laboratory and pay for the cost of analyzing the constituents required for the ultimate disposition of soils and liquids.



4. The Environmental Consultant may collect samples for laboratory analysis or field Photo-ionization Detector (PID) screening, or liquid samples for laboratory analysis. The Contractor shall provide the necessary equipment and manpower to assist the Environmental Consultant to collect materials to be sampled at no additional cost to the project.
5. The Contractor shall immediately notify the OR and the Environmental Consultant if any materials, (solid or liquid) requiring special handling (i.e., stained soil, soil with odors, or liquids) are encountered.
6. All excavated soils, liquids, and other material shall be removed from the site in accordance with applicable federal, state and local regulations.

### 3.3 Excavation

- A. The Contractor shall perform excavation of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU Structural Soil and construction and demolition debris as directed by the OR and Environmental Consultant.
- B. The Contractor shall perform excavation of materials in accordance with all applicable regulations and project specifications. All excavation shall be performed in accordance with OSHA requirements and guidelines.
- C. The Contractor shall coordinate all soil excavation and hauling from the site activities with the OR and Environmental Consultant. The Contractor must provide a written notification to the OR and the Environmental Consultant at least 48-hour prior to starting any soil excavation or hauling from the site.
- D. In the proposed concrete sidewalks, playground surfaces, and pavement, excavate soil to the depth required for construction purposes. Refer to Architectural/Engineering drawings and specifications for details regarding proposed construction and finished ground elevations.
- E. In the proposed landscape areas, excavate soil to the depth of 2 feet below existing grade. Refer to Architectural/Engineering drawings and specifications for details regarding proposed construction and finished ground elevations. Refer to the Soil Management and Handling Plan for depth of soil removal.
- F. All excavated materials from the site; including footings and underground utilities; will be classified as General Construction and Demolition Debris, or Clean Construction and Demolition Debris. No soils removed from the site may be recycled. All soils removed from the site shall be transported to a permitted landfill. Materials that are classified as CCDD may dispose of at state approved CCDD filling site. The Soil Management Plan drawing shows the location and depth of each type of materials present at the site. The extent and depths of the materials are approximate and based on the available site investigation data.
- G. The Contractor shall be responsible for maintaining the structural integrity of all surrounding streets, underground utilities, buildings, and structures (walkways, sidewalks, underground tunnels, etc.).



- H. All backfill materials shall not exceed the values listed in PART 742, APPENDIX B, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO); 35 ILL. ADM. CODE 742.

### 3.4 Hauling

- A. All excavated materials shall be hauled off-site using only covered trucks.
- B. The Contractor shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site.
- C. The Contractor shall clean the tractor-trailers or trucks that are loaded with materials for off site placement/salvage by removing clinging soils, or rocks from the exterior of the equipment.
- D. The Contractor shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant.
- E. The Contractor shall maintain streets clean and free of mud and dirt.
- F. The Contractor shall conduct soil, fill, backfill, CU Structural Soil and construction and demolition debris removal in a manner that ensures minimum interference with roads; streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency and the OR. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.

### 3.5 Transportation

- A. The Contractor shall cover all trucks prior to leaving the site
- B. The Contractor shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site. The Contractor shall provide and complete copies of all daily reports, weight tickets and receipts (as applicable) for transportation and ultimate off site placement of materials removed from the property to the OR, review and signature as required.

### 3.6 Dust Control

- A. The Contractor shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.



### 3.7 Storm Water Management

- A. The Contractor shall subscribe to a weather notification system and manage the work so as not to accumulate storm water on the site during excavation.
- B. Prior to commencing work, the contractor shall provide a storm water management plan. This plan shall stipulate provisions for dewatering, pumping, collection, temporary storage, and discharge or disposal of storm water, perched water and other liquids, contaminated and/or uncontaminated, at the site so as to facilitate soil removal and minimize disposal costs for contaminated fluids.
- C. The Contractor shall ensure that contamination of water, perched water and previously uncontaminated water or perched water does not occur by preventing the contact of such liquid with materials that exceed the parameter values as listed in Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A. Earthen berms, plastic (polyethylene) sheeting, pumping, and other such means, as specified in the approved Storm water Management Plan, may be used.
- D. If the Contractor, through negligence, allows storm water to contact materials that exceed the parameter values as listed in Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A, the water must be disposed of as water that exceeds the parameter values as listed in Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A. The Contractor will be responsible for the additional costs incurred for any disposal analysis and disposal costs.

### 3.10 Quality Control

- A. Visual inspections and damage repairs shall be made daily by the Contractor and/or as directed by the OR to assure that erosion, drainage and containment control measures are functioning properly.
- B. The Contractor shall take all necessary precautions to protect structures, equipment, pavement, walks and utilities against movement or settlement during the course of work.
- C. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost. Work shall be performed to the satisfaction of the OR.
- D. Utility Services: Maintain existing utilities and protect against damage during removal operations.

**END OF SECTION**



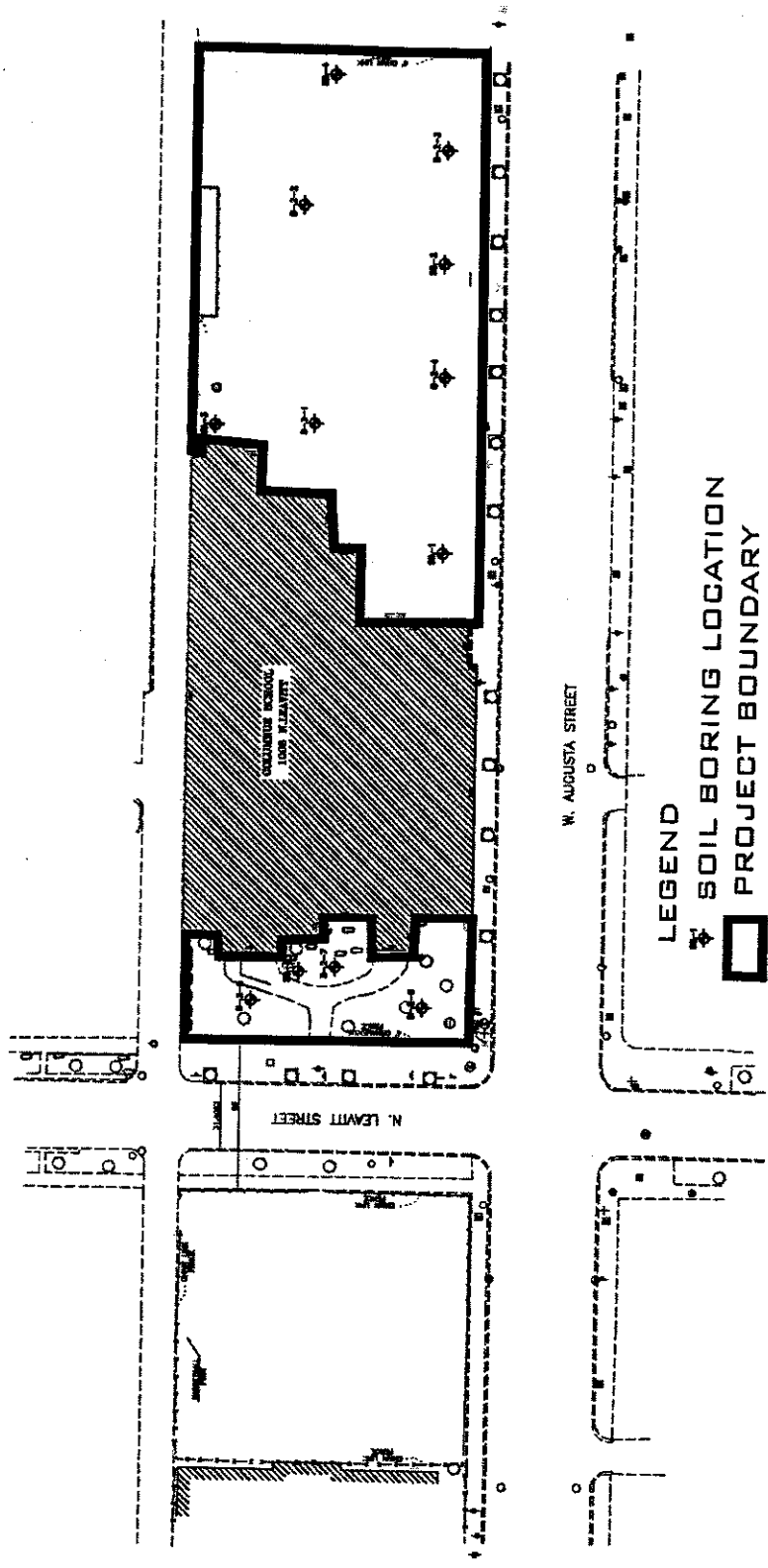


EXHIBIT 1 - SOIL BORING LOCATION MAP  
 COLUMBUS SCHOOL  
 1003 N. LEAVITT AVENUE  
 CHICAGO, IL.

SCALE: NTS	DRAWN BY: ER
DATE: 2-7-06	CHECKED BY: AS

GSG CONSULTANTS, INC.  
 855 WEST ADAMS, SUITE 200  
 CHICAGO, IL 60607  
 PHONE: (312) 733-6262  
 FAX : (312) 733-5612

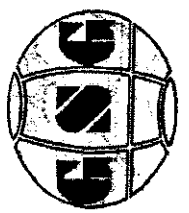




Table 1a - Soil Analytical Results  
 Polynuclear Aromatic (PNA)  
 Columbus School Campus Park, Chicago  
 All Results are in milligram per kilogram (mg/kg)

Analyte	SB1	SB2	SB3	SB4	SB5	B2-1	B2-2	B2-3	B2-4	B2-5	B2-6
	03/27/06 1'-2'	03/27/06 1'-2'	03/27/06 1'-2'	03/27/06 1'-2'	03/27/06 1'-2'	05/17/06 1'-2'	05/17/06 1'-2'	05/17/06 1'-2'	05/17/06 1'-2'	05/17/06 1'-2'	05/17/06 1'-2'
Acenaphthene	< 0.029	< 0.028	0.34	0.28	< 0.04	2.5	< 0.029	< 0.03	< 0.028	< 0.027	0.12
Acenaphthylene	< 0.029	< 0.028	0.061	0.21	0.04	1.7	< 0.029	< 0.03	< 0.028	< 0.027	< 0.036
Anthracene	< 0.029	< 0.028	1	1.4	0.068	9.9	< 0.029	< 0.03	0.12	0.061	0.23
Benzo(a)anthracene	< 0.029	0.13	3	4.1	0.55	20	0.11	< 0.03	1.1	0.25	0.93
Benzo(b)pyrene	< 0.029	0.09	1.1	4.4	0.5	15	0.098	< 0.03	0.94	0.28	0.52
Benzo(k)fluoranthene	< 0.029	0.13	1.3	4.4	0.62	18	0.14	< 0.03	1	0.36	0.6
Benzo(g,h)perylene	< 0.029	0.07	0.37	1.2	0.29	7.3	0.053	< 0.03	0.44	0.081	0.23
Benzo(k)fluoranthene	< 0.029	0.064	1.2	3.6	0.33	7.2	0.056	< 0.03	0.56	0.14	0.55
Chrysene	< 0.029	0.089	3.1	4	0.43	14	0.091	< 0.03	0.82	0.26	0.91
Dibenz(a,h)anthracene	< 0.029	0.029	0.18	0.53	0.1	1.3	< 0.029	< 0.03	0.12	0.04	0.14
Fluoranthene	0.04	0.16	4.1	8.1	0.82	36	0.14	< 0.03	1.3	0.45	1.7
Fluorene	< 0.029	< 0.028	0.4	0.36	< 0.04	5.6	< 0.028	< 0.03	< 0.028	< 0.027	0.12
Indeno(1,2,3-c,d)pyrene	0.03	0.11	0.4	1.2	0.37	7.9	0.065	< 0.03	0.53	0.089	0.26
Naphthalene	< 0.029	< 0.028	0.12	0.26	< 0.04	1.1	< 0.029	< 0.03	0.031	< 0.027	0.069
Phenanthrene	< 0.029	0.044	2.6	3.1	0.28	34	0.038	0.078	0.35	0.22	1.1
Pyrene	0.037	0.14	3.3	8.7	0.84	31	0.14	< 0.03	1.2	0.42	1.6

1. All results expressed in milligrams per kilogram (mg/kg)



Table 1b - Soil Analytical Results  
 Arsenic Total Lead  
 Columbus School Campus Park, Chicago  
 All Results are in milligram per kilogram (mg/kg)

Sample ID	SB1	SB2	SB3	SB4	SB5	B2-1	B2-2	B2-3	B2-4	B2-5	B2-6
Date	03/27/06	03/27/06	03/27/06	03/27/06	03/27/06	05/17/06	05/17/06	05/17/06	05/17/06	05/17/06	05/17/06
Depth (feet)	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'	1'-2'
Analyte											
Arsenic	4.8	6.8	5.8	9.7	8.7	NA	NA	NA	NA	13	9.5
Lead	3600	26	510	940	28	470	20	17	17	100	87

1. All results expressed in milligrams per kilogram (mg/kg)



Table 1b - Soil Analytical Results  
TCLP Lead  
Columbus School Campus Park, Chicago


Sample ID	SB1
Date	03/27/06
Depth (feet)	1'-2'
Analyte	
Lead	2.8


1. All results expressed in milligrams per liter (mg/L)



**LEGEND**

 LIMIT OF GENERAL CONSTRUCTION AND DEMOLITION DEBRIS

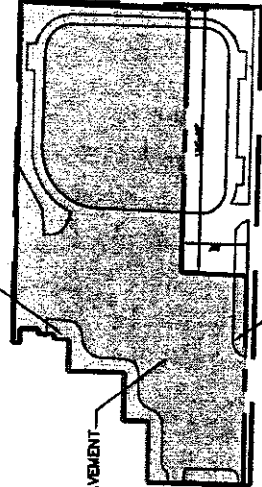
 LANDSCAPE AREA EXCAVATE TO 2 FEET AS PER DETAIL B - PAGE 3 OF 3

 GENERAL CONSTRUCTION AND DEMOLITION DEBRIS, DISPOSE OF AT A LICENSED LANDFILL

 PROJECT BOUNDARY



LANDSCAPE AREAS SEE DETAIL B PAGE 3 FOR CONSTRUCTION AND SOIL MANAGEMENT (TYP)

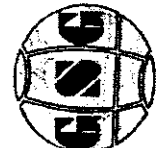


LANDSCAPE AREAS SEE DETAIL B PAGE 3 FOR CONSTRUCTION AND SOIL MANAGEMENT (TYP)

**NOTES:**

1. THIS DRAWING IS ONLY FOR ILLUSTRATION PURPOSES. CONTRACTOR SHALL REFER TO ARCHITECT/ENGINEER DRAWINGS FOR ALL CONSTRUCTION DETAILS AND DIMENSIONS
2. THE SOIL MANAGEMENT WORK INCLUDES, BUT NOT LIMITED TO THE FOLLOWING:
  - A. FOR THE PROPOSED CONCRETE PAVEMENT, ARTIFICIAL TURF, RUBBER SURFACING AND SIDEWALKS, EXCAVATE CCDD OR GENERAL CONSTRUCTION AND DEMOLITION DEBRIS IN ACCORDANCE WITH ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS.
  - B. EXCAVATE LANDSCAPE AREAS IN THE VICINITY OF GENERAL CONSTRUCTION AND DEMOLITION DEBRIS TO A DEPTH OF 2 FEET BELOW PROPOSED FINISHED GRADE, AND BACKFILL WITH IMPORTED CLEAN FILL. CAN BE TREATED AS CLEAN CONSTRUCTION AND DEMOLITION DEBRIS.
  - C. AREA ON-SITE THAT IS NOT DENOTED AT GENERAL CONSTRUCTION AND DEMOLITION DEBRIS.
3. ALL EXCAVATED MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND ALL APPLICABLE REGULATIONS. EXCAVATED MATERIALS SHALL BE CLASSIFIED INTO ONE OF THE FOLLOWING TWO CATEGORIES:
  - A. GENERAL CONSTRUCTION AND DEMOLITION DEBRIS - DISPOSE OF AT A PERMITTED / LICENSED LANDFILL
  - B. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS - DISPOSE OF AT A PERMITTED / LICENSED LANDFILL OR APPROVED CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILLING SITE.
4. ALL BACKFILL MATERIALS SHALL NOT EXCEED THE VALUES LISTED IN PART 742, APPENDIX B, TABLE A; TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO): 35 ILL. ADM CODE 742.

SEE PAGE 2 AND 3 FOR SOIL MANAGEMENT DETAILS



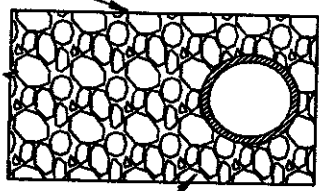
GSG CONSULTANTS, INC.  
 855 WEST ADAMS, SUITE 200  
 CHICAGO, IL 60606  
 PHONE: (312) 733-6262  
 FAX : (312) 733-5612

SOIL MANAGEMENT PLAN - GENERAL NOTES  
 PAGE 1 OF 3

SCALE: N.T.S.  
 DATE : 6/19/06

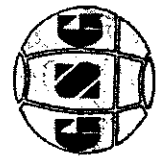
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 CHECKED BY: AS

EXISTING SURFACE  
DISPOSE OF AS GENERAL  
CONSTRUCTION AND DEMOLITION DEBRIS



IMPORTED CLEAN GRANULAR BACKFILL  
REFER TO CIVIL DESIGN FOR DETAILS

(A) UNDERGROUND UTILITIES REMEDIATION PLAN  
SCALE: NTS



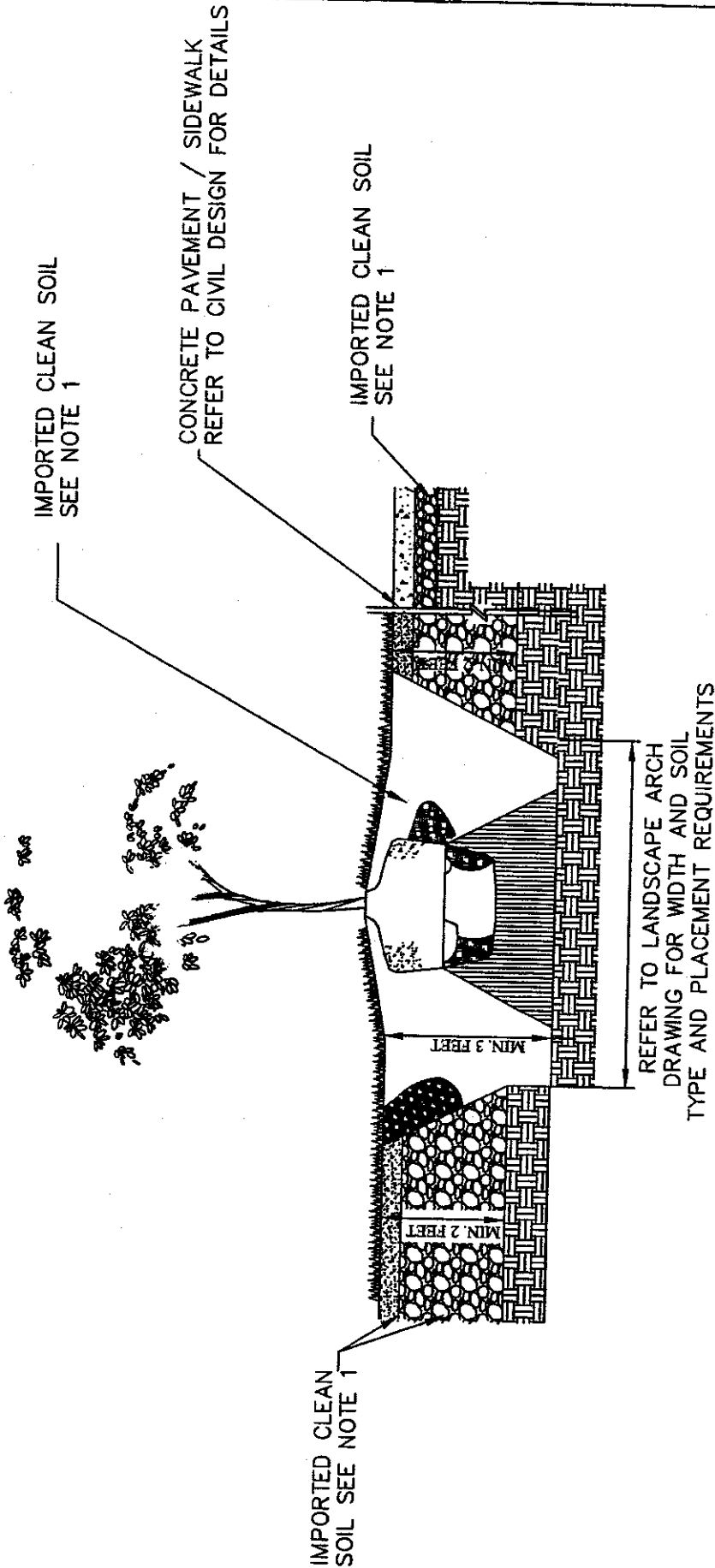
GSG CONSULTANTS, INC.  
855 WEST ADAMS, SUITE 200  
CHICAGO, IL 60606  
PHONE: (312) 733-6262  
FAX : (312) 733-5612

SOIL MANAGEMENT PLAN - DETAILS  
PAGE 2 OF 3

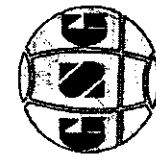
SCALE: N.T.S.  
DATE : 6/19/06  
DRAWN BY : GK  
CHECKED BY: AS

NOTES

- ① CLEAN IMPORTED TOP SOIL AND/OR BACKFILL REFER TO CIVIL / LANDSCAPE ARCH DRAWING FOR TOP SOIL AND BACKFILL TYPE AND COMPACTION REQUIREMENTS



Ⓑ LANDSCAPE AREA SOIL MANAGEMENT PLAN  
SCALE: NTS



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SOIL MANAGEMENT PLAN - DETAILS  
PAGE 3 OF 3

SCALE: N.T.S.  
DATE : 6/19/06  
DRAWN BY : GK  
CHECKED BY: AS



GSG CONSULTANTS, INC.

ENGINEERS & SCIENTISTS

Mr. John Hall  
Director of Construction  
Public Building Commission of Chicago  
50 West Washington Street, Room 200  
Chicago, Illinois 60602

Limited Geotechnical Subsurface Investigation  
Columbus Public School Campus Park  
1003 North Leavitt Street  
Chicago, Illinois

Dear Mr. Hall:

GSG Consultants, Inc. (GSG) has completed a limited subsurface investigation and geotechnical analysis at the above referenced project. GSG understands that the proposed Campus Park project includes new landscape designs, installation of underground utilities, and a new parking lot. The purpose of the site investigation was to characterize the subsurface soil conditions, and to determine the stability of fill materials to support the proposed site improvement. The limited subsurface investigation included advancing a total of five (5) soil borings to a depth of 10 feet each.

### **Subsurface Investigation**

The subsurface soil investigation was conducted on March 27, 2006, and included the performance of five (5) soil borings to a depth of 10 feet each. The locations of the soil borings were selected based on the historic review of the site's uses and the proposed site development, which was provided by the Public Building Commission of Chicago. The soil borings were drilled using a D-120 truck-mounted drill rig using 3/4-inch I.D. hollow-stem augers to advance the borehole, except soil boring B-5, which was completed using direct push geoprobe equipment. GSG performed the field exploration activities using standard penetration test procedures in accordance with the ASTM D1586-99, "Penetration Test and Split-barrel Sampling of Soil." Water level measurements were also made in each boring when evidence of free groundwater was detected on the drill rods or in the sample. The borehole was also checked for free water immediately after auger removal and before filling the open boreholes with soil cuttings. The site is relatively flat, and no surface elevations were measured during the field survey activities. **Exhibit 1, Soil Boring Location Plan**, shows the location of the soil borings completed at the site.

Representative soil samples were obtained from each borings using the standard penetration test procedures. In this procedure, a 2 inch O.D. split-spoon sampler is driven 18 inches into undisturbed soil using a 30 inch drop of a 140 pound hammer. Blow counts were recorded at 6 inches intervals for each sample collected during the field activities. The number of blows

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needed to advance the sampler 12 inches is called the standard penetration test (SPT) values. The SPT values are shown on the boring logs. Blow counts were not recorded for soil boring B-5 since the vicinity of the boring was inaccessible for the drill rig, and GSG utilized a direct push geoprobe equipment to collect soil samples. GSG's field representative visually classified the soils according to the Unified Soil Classification System (ASTM 2487), performed pocket penetrometer tests on all cohesive soil samples to estimate their unconfined compressive strength, and obtained relatively undisturbed and bulk samples of the subsurface soil for laboratory testing. The results of the pocket penetrometer test are shown on the boring logs. Soil samples obtained from the borings were placed in 4 inch geotechnical glass jars to reduce moisture loss and disturbance. Soil boring holes were back-filled with soil cuttings and bentonite pellets, and were patched with cold asphalt, when needed, after the borings were completed.

The Site's subsurface soil profile consists of the following stratigraphic units: Asphalt at an average thickness of 3 inches, followed by fill materials consisting of dark brick fragment, sand, gravel, and clay. The fill materials extend to an average depth of 2.5 feet below existing surface. Directly below the fill materials, medium stiff to very stiff clay was encountered in all soil borings. No free water was present in the borehole after completing the soil borings. **Appendix A, Soil Boring Logs**, provide specific soil conditions encountered at each soil boring location. The soil boring logs include soil descriptions, stratifications, penetration resistance, location of the samples, and laboratory test data. The stratification shown on the boring logs represents the conditions only at the actual borings locations. The stratification represents the approximate boundary between subsurface materials; however, the actual transition may be gradual. Detailed descriptions of the subsurface soil profile are provided in the soil boring logs.

### **Laboratory Testing**

The purpose of the laboratory testing program was to classify and evaluate physical properties of the soils which may affect the geotechnical aspects of project design and construction. The laboratory testing included performing the following:

**Moisture content:** Moisture content was performed on all cohesive soil samples collected from the site. Tests were performed in accordance with ASTM Test Method D2216.

**Unconfined Compression:** A calibrated pocket penetrometer was used to measure the unconfined compressive strength of the cohesive soil samples collected from the site.

The results of the laboratory tests and soil classification and field observations are included in the soil boring logs

### **Foundation Analysis and Recommendation**

Based on the results of the subsurface investigation, medium stiff to very stiff silty clay is present beneath the fill materials throughout the site. GSG understands that the site development includes new landscape and parking lot. The site preparation work shall include the removal of





all existing asphalt, vegetation, top soil, root mats, uncontrolled fill and any soft or unsuitable/deleterious materials to a depth of 12" below finished grade. The exposed subgrade should be then proof-rolled using a loaded tandem axle dump truck or similar rubber tire vehicle weighing at least 10 tons. The purpose of the proof-roll is to detect the presence of unsuitable or unstable soil that may exist within a few inches of the subgrade level.

For landscape areas, soils which are observed to rut or deflect excessively under the moving load should be wither densified using vibratory drum equipment to a minimum of 85% of the material modified proctor test (ASTM 1557), or undercut, and replaced with granular backfill. The backfill should be placed in 12" thickness loose lifts and compacted using vibratory drum equipment to a minimum of 85% of the material modified maximum dry density (Modified Proctor - ASTM D-1557). Excavated suitable fill materials could be re-used as backfill at landscape areas if it meets the environmental requirements of the project. Please refer to the Limited Site investigation regarding the location and depth of soils that meet the environmental requirement of the project.

The asphalt parking lot and concrete sidewalk areas should be supported upon a minimum of 8 inches of compacted granular fill. The granular fill may consist of crushed stone, clean sand, or gravel base course such as (Illinois DOT CA-6). Prior to the placement of the granular fill, the subgrade should be properly densified/compacted and/or proof-rolled. Soils which are observed to rut or deflect excessively under the moving load should be undercut to a minimum 12 inches and replaced with compacted granular fill. The subgrade should be free of standing water, mud, and frozen soil prior to the placement of base course granular material. The parking lot asphalt should be designed using the Illinois Department of Transportation's pavement design procedures. An assumed CBR/IBR value of 3 could be used for the pavement design. The pavement section should consist of 1 ½ inches of surface course and 2 inches of binder course over at least 8 inches of granular base course consistent with Illinois DOT CA-6 gradation. The base course should be compacted to at least 95% of the maximum dry density obtained in accordance with ASTM specification D 1557 Modified Proctor Method. The Binder and Surface asphalt layer should be compacted to a minimum of 93% of the theoretical density value. Surface and subsurface drainage of the pavement section should be provided to prevent standing water from developing on the pavement or within the base course since standing water will cause softening of the subgrade and deterioration of the pavement.

### **Excavation**

Underground utilities excavations should be performed in accordance with all applicable local, state and federal laws and regulations. Excavation near existing structures and underground utilities should be performed with extreme care to avoid undermining existing structures. Excavations should not extend below the level of adjacent existing foundations unless underpinning or other support is installed. The sides of the underground utilities excavation should be protected by trench box, or should be sloped until a stable position is attained. The slope should be no less than (1) vertical: (1) horizontal. If the excavation will extend next to existing buildings or streets, it may be necessary to install sheeting and bracing to maintain a



vertical excavation slope. Surcharge loads from the excavated materials, construction equipment and trucks should be included for the design of the excavation system.

### **Drainage and Groundwater Control**

No groundwater was encountered during the site investigation activities. If rainwater run-off or perched water is accumulated at the base of excavation, the contractor should remove accumulated water using conventional sump pits and pump procedures to maintain a dry and stable excavation. The location of the sump should be determined by the contractor based on field conditions. During earthmoving activities at the site, grading should be performed to ensure that drainage is maintained throughout the construction period. Water should not be allowed to accumulate in the foundation area either during or after construction. Undercut and excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater or surface run-off. Grades should be sloped away from the underground utilities excavation to minimize runoff from entering the excavation areas. In general, we do not anticipate groundwater seepage or groundwater problems during site construction activities.

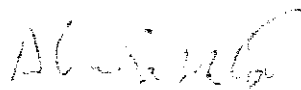
### **Limitations**

GSG has prepared this report in accordance with generally accepted geotechnical engineering practices to aid in the evaluation of the site subsurface soils. No other warranty expressed or implied is made. The scope of this report is limited to the specific project and location described herein, and our description of this project represents our understanding of the project. The geotechnical engineering analysis and foundation recommendations presented herein were developed based on the information obtained during the subsurface investigation. It should be noted that the borehole data reflects the subsurface conditions only at the specific locations at the particular time designated on the borehole logs, and that soil and groundwater conditions could vary widely throughout the site. The nature and extent of any variation in the borehole may not become evident until subsurface exposure, during construction activities. If variations do appear, it may become necessary to re-evaluate the recommendations of this report. All field construction activities shall be inspected by GSG's geotechnical engineer to verify the type and strength of soil materials present at the site and their conformance with the geotechnical recommendations in this report.

Should you have any questions or require additional information, please call us at 312-733-6262.

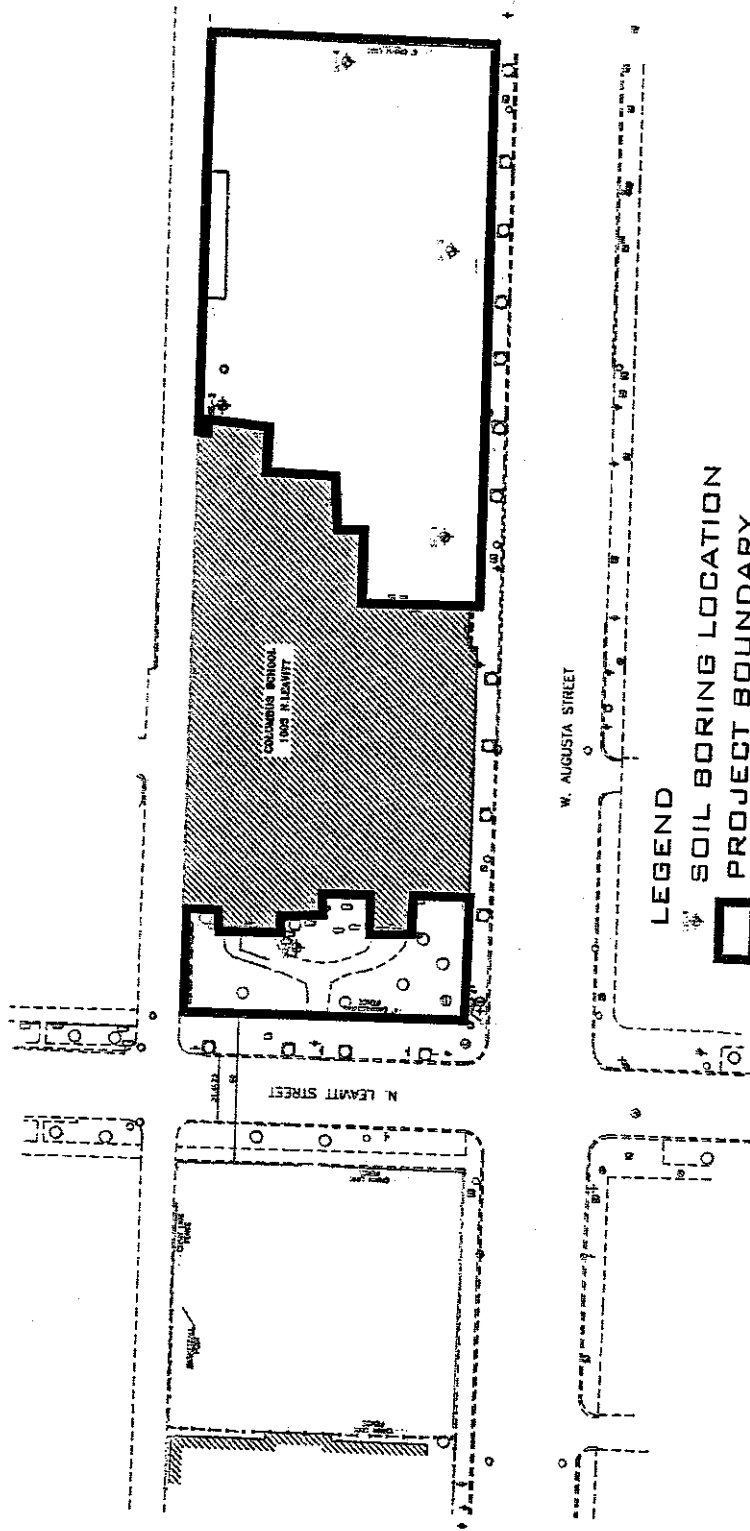
Sincerely,

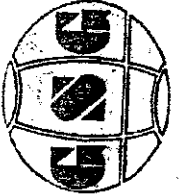
Erica Baker  
Geologist



Ala E Sassila, Ph.D., P.E.  
Vice President






  
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 855 WEST ADAMS, SUITE 200  
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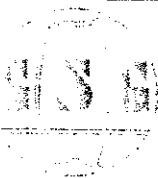
**EXHIBIT 1 - SOIL BORING LOCATION MAP**  
**COLUMBUS SCHOOL**  
**1003 N. LEAVITT AVENUE**  
**CHICAGO, IL.**

SCALE: NTS

DRAWN BY : ER

DATE : 2-7-06

CHECKED BY: AS



GSG CONSULTANTS, INC  
 855 WEST ADAMS, SUITE 200  
 CHICAGO, IL 60607

## SOIL BORING LOG

CLIENT: Public Building Commission of Chicago  
 SITE NAME: Columbus School  
 ADDRESS: 1003 N. Leavitt St.  
 Chicago, Illinois

Boring No.: B-1  
 Page: 1 of 1  
 Elevation: NA  
 Depth: 10 feet

Date: 3/27/06

GSG Project No.: E06-016020

Subsurface Description	Depth (feet)	Sample Number	Sample Type	Sample Recovery	Bulk Unit Weight (pcf)	● Moisture Content ▲ Blow Count ○ Penetrometer (TSF) ■ Unconfined Compressive Strength (TSF)
3" Asphalt	0					
Fill: Brick, Sandy Clay, Gravel, Concrete Fragments	1					
	2	1	SS	■		▲
Silty Clay with Sand (CL)- Dark Brown- Stiff- Moist	3					
	4	2	SS	■		●
Silty Clay and Trace Gravel (CL)- Dark Brown- Very Stiff- Dry	5					
	6					
	7	3	SS	■		▲ ● ○
Silty Clay and Trace Gravel (CL)- Dark Brown- Very Stiff- Dry	8					
	9	4	SS	■		▲ ● ○
End of Boring	10					
	11					
	12					
	13					
	14					
	15					
	16					
	17					
	18					
	19					
	20					
	21					
	22					
	23					
	24					
	25					

Note: Stratification lines are approximate; in-situ transition between soil types may be gradual

Groundwater Data:

▼ Depth While Drilling

NA

— Depth After Drilling

Legend:

SS: Split Spoon

HS: Hollow Stem Auger

AU: Auger Sample

Field Engineer: EB

Drilling Contractor: C.S. Drilling

Drilling Rig: Diedrich D-47

Remarks:



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 CHICAGO, IL 60607

## SOIL BORING LOG

**CLIENT:** Public Building Commission of Chicago  
**SITE NAME:** Columbus School  
**ADDRESS:** 1003 N. Leavitt St.  
 Chicago, Illinois

**Boring No.:** B-2  
**Page:** 1 of 1  
**Elevation:** NA  
**Depth:** 10 feet

**Date:** 3/27/06

**GSG Project No.:** E06-016020

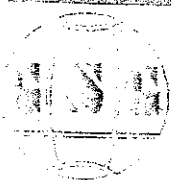
Subsurface Description	Depth (feet)	Sample Number	Sample Type	Sample Recovery	Bulk Unit Weight (pcf)	● Moisture Content ▲ Blow Count ○ Penetrometer (TSF) ■ Unconfined Compressive Strength (TSF)
3" Asphalt	0					
Fill: Brick Fragments, Stone, Clay	1					
	2	1	SS			▲ ●
Silty Clay and Trace Sand (CL)-Gray- Medium Stiff- Moist	3					
	4	2	SS			▲ ○ ●
Silty Clay and Trace Gravel (CL)- Mottled Gray and Brown- Very Stiff- Dry	5					
	6					
	7	3	SS			▲ ● ○
	8					
Silty Clay and Trace Gravel (CL) - Mottled Gray and Brown- Very Stiff- Dry	9	4	SS			▲ ● ○
End of Boring	10					
	11					
	12					
	13					
	14					
	15					
	16					
	17					
	18					
	19					
	20					
	21					
	22					
	23					
	24					
	25					

**Note:** Stratification lines are approximate; in-situ transition between soil types may be gradual

**Groundwater Data:**  
 ▼ Depth While Drilling      NA  
 — Depth After Drilling      \_\_\_\_\_

**Legend:**  
 SS: Split Spoon  
 HS: Hollow Stem Auger  
 AU: Auger Sample

**Field Engineer:** EB  
**Drilling Contractor:** C.S. Drilling  
**Drilling Rig:** Diedrich D-47  
**Remarks:**



GSG CONSULTANTS, INC  
 855 WEST ADAMS, SUITE 200  
 CHICAGO, IL 60607

## SOIL BORING LOG

<b>CLIENT:</b> Public Building Commission of Chicago <b>SITE NAME:</b> Columbus School <b>ADDRESS:</b> 1003 N. Leavitt St. Chicago, Illinois	<b>Boring No.:</b> B-3 <b>Page:</b> 1 of 1 <b>Elevation:</b> NA <b>Depth:</b> 10 feet	<b>Date:</b> 3/27/06 <b>GSG Project No.:</b> E06-016020
---	--	--

Subsurface Description	Depth (feet)	Sample Number	Sample Type	Sample Recovery	Bulk Unit Weight (pcf)	● Moisture Content ▲ Blow Count ○ Penetrometer (TSF) ■ Unconfined Compressive Strength (TSF)
3" Asphalt	0					
Fill: Brick, Concrete Fragments, Sand, Gravel	1					
	2	1	SS			▲
Fill: Sandy Clay and Brick Fragments	3					
	4	2	SS			▲ ●
	5					
Silty Clay and Trace Gravel (CL)- Gray- Stiff- Dry	6					
	7	3	SS			○
	8					
Silty Clay and Trace Gravel (CL)- Gray- Very Stiff- Dry	9	4	SS			▲ ● ○
End of Boring	10					
	11					
	12					
	13					
	14					
	15					
	16					
	17					
	18					
	19					
	20					
	21					
	22					
	23					
	24					
	25					

**Note:** Stratification lines are approximate; in-situ transition between soil types may be gradual

**Groundwater Data:**  
 ▼ Depth While Drilling: NA  
 — Depth After Drilling: \_\_\_\_\_

**Legend:**  
 SS: Split Spoon  
 HS: Hollow Stem Auger  
 AU: Auger Sample

**Field Engineer:** EB  
**Drilling Contractor:** C.S. Drilling  
**Drilling Rig:** Diedrich D-47  
**Remarks:**



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 CHICAGO, IL 60607

## SOIL BORING LOG

**CLIENT:** Public Building Commission of Chicago  
**SITE NAME:** Columbus School  
**ADDRESS:** 1003 N. Leavitt St.  
 Chicago, Illinois

**Boring No.:** B-4  
**Page:** 1 of 1  
**Elevation:** NA  
**Depth:** 10 feet

**Date:** 3/27/06

**GSG Project No.:** E06-016020

Subsurface Description	Depth (feet)	Sample Number	Sample Type	Sample Recovery	Bulk Unit Weight (pcf)	● Moisture Content ▲ Blow Count ○ Penetrometer (TSF) ■ Unconfined Compressive Strength (TSF)
3" Asphalt	1					
Fill: Brick Fragments, Stone, Silty Clay and Gravel	1 - 2	1	SS	██████		▲
Silty Clay with Sand and Stone (CL)- Gray- Medium Stiff- Moist	2 - 4	2	SS	██████		▲ ○ ●
Silty Clay and Trace Gravel (CL)- Gray- Stiff- Moist	4 - 6	3	SS	██████		▲ ○ ●
Silty Clay and Trace Gravel (CL)- Gray- Stiff- Moist	6 - 9	4	SS	██████		▲ ○ ●
End of Boring	9 - 10					
	10					
	11					
	12					
	13					
	14					
	15					
	16					
	17					
	18					
	19					
	20					
	21					
	22					
	23					
	24					
	25					

**Note:** Stratification lines are approximate; in-situ transition between soil types may be gradual

**Groundwater Data:**  
 ▼ Depth While Drilling    NA  
 — Depth After Drilling    \_\_\_\_\_

**Legend:**  
 SS: Split Spoon  
 HS: Hollow Stem Auger  
 AU: Auger Sample

**Field Engineer:** EB  
**Drilling Contractor:** C.S. Drilling  
**Drilling Rig:** Diedrich D-47

**Remarks:**



GSG CONSULTANTS, INC  
 855 WEST ADAMS, SUITE 200  
 CHICAGO, IL 60607

## SOIL BORING LOG

CLIENT: Public Building Commission of Chicago  
 SITE NAME: Columbus School  
 ADDRESS: 1003 N. Leavitt St.  
 Chicago, Illinois

Boring No.: B-5  
 Page: 1 of 1  
 Elevation: NA  
 Depth: 10 feet

Date: 3/27/06

GSG Project No.: E06-016020

Subsurface Description	Depth (feet)	Sample Number	Sample Type	Sample Recovery	Bulk Unit Weight (pcf)	● Moisture Content ▲ Blow Count ○ Penetrometer (TSF) ■ Unconfined Compressive Strength (TSF)													
						10	20	30	40	50	60	70							
3" Asphalt																			
Top Soil	1	1	SS																
Silty Clay and Trace Sand (CL)- Brown- Very Stiff	2																		
	3	2	SS																
	4																		
Sandy Clay (CL)- Brown- Fine- Very Stiff	5	3	SS																
Silty Clay and Trace Gravel (CL)- Mottled Gray and Brown- Very Stiff	6	4	SS																
End of Boring	7																		
	8																		
	9																		
	10																		
	11																		
	12																		
	13																		
	14																		
	15																		
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	19																		
	20																		
	21																		
	22																		
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	24																		
	25																		

Note: Stratification lines are approximate; in-situ transition between soil types may be gradual

Groundwater Data:  
 ▼ Depth While Drilling NA  
 — Depth After Drilling \_\_\_\_\_

Legend:  
 SS: Split Spoon  
 HS: Hollow Stem Auger  
 AU: Auger Sample

Field Engineer: EB  
 Drilling Contractor: C.S. Drilling  
 Drilling Rig: Hand Drill

Remarks:





**GSG CONSULTANTS, INC.**

355 WEST ADAMS, SUITE 200

CHICAGO, ILLINOIS 60607

## General Notes

Unified Soil Classification				Drilling & Sampling Symbols																											
Soil Classification is based on the Unified Soil Classification System and ASTM Designations D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the basis of their relative in-place density and fine grained soils on the basis of their consistency.				SS: Split Spoon ST: Thin-Walled Tube HA: Hand Auger AU: Auger Sample HS: Hand Sample  Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch OD split spoon, except where noted.																											
Major Divisions		Group Symbols	Typical Names	Consistency of Fine-Grained Soils																											
Coarse Grained Soils	Gravels	(More than half of coarse fraction is larger than No. 4 sieve size)	Clean Gravels (Little or no fines)	GW	<b>Unconfined Compressive</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">strength, <math>Q_u</math>, tsf</th> <th style="text-align: left;">N-Blows/ft.</th> <th style="text-align: left;">Consistency</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">&lt; 0.25</td> <td style="text-align: center;">Below 2</td> <td style="text-align: center;">Very Soft</td> </tr> <tr> <td style="text-align: center;">0.25 - 0.50</td> <td style="text-align: center;">2-4</td> <td style="text-align: center;">Soft</td> </tr> <tr> <td style="text-align: center;">0.50 - 1.0</td> <td style="text-align: center;">4-8</td> <td style="text-align: center;">Medium Stiff</td> </tr> <tr> <td style="text-align: center;">1.0 - 2.0</td> <td style="text-align: center;">8-15</td> <td style="text-align: center;">Stiff</td> </tr> <tr> <td style="text-align: center;">2.0 - 4.0</td> <td style="text-align: center;">15-30</td> <td style="text-align: center;">Very Stiff</td> </tr> <tr> <td style="text-align: center;">4.0 - 8.0</td> <td style="text-align: center;">30-50</td> <td style="text-align: center;">Hard</td> </tr> <tr> <td style="text-align: center;">&gt; - 8.0</td> <td style="text-align: center;">&gt; 50</td> <td style="text-align: center;">Very Hard</td> </tr> </tbody> </table>			strength, $Q_u$ , tsf	N-Blows/ft.	Consistency	< 0.25	Below 2	Very Soft	0.25 - 0.50	2-4	Soft	0.50 - 1.0	4-8	Medium Stiff	1.0 - 2.0	8-15	Stiff	2.0 - 4.0	15-30	Very Stiff	4.0 - 8.0	30-50	Hard	> - 8.0	> 50	Very Hard
			strength, $Q_u$ , tsf	N-Blows/ft.				Consistency																							
		< 0.25	Below 2	Very Soft																											
		0.25 - 0.50	2-4	Soft																											
		0.50 - 1.0	4-8	Medium Stiff																											
	1.0 - 2.0	8-15	Stiff																												
	2.0 - 4.0	15-30	Very Stiff																												
	4.0 - 8.0	30-50	Hard																												
	> - 8.0	> 50	Very Hard																												
	Gravels with fines (Appreciable amount of fines)	GP	Poorly graded gravels, gravel-sand mixtures, little or no fines																												
Gravels with fines (Appreciable amount of fines)	GM	Silty gravels, gravel-sand-clay mixtures																													
	GC	Clayey gravels, gravel-sand-clay mixtures																													
	SW	Well graded sands, gravelly sands, little or no fines																													
Sands	(More than half of coarse fraction is smaller than No. 4 sieve size)	Clean Sands (Little or no fines)	SP	<b>Relative Density of Coarse-Grained Soils</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">N-Blows/ft.</th> <th style="text-align: left;">Relative Density</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0-3</td> <td style="text-align: center;">Very Loose</td> </tr> <tr> <td style="text-align: center;">4-9</td> <td style="text-align: center;">Loose</td> </tr> <tr> <td style="text-align: center;">10-29</td> <td style="text-align: center;">Medium Dense</td> </tr> <tr> <td style="text-align: center;">30-49</td> <td style="text-align: center;">Dense</td> </tr> <tr> <td style="text-align: center;">50-80</td> <td style="text-align: center;">Very Dense</td> </tr> <tr> <td style="text-align: center;">80+</td> <td style="text-align: center;">Extremely Dense</td> </tr> </tbody> </table>			N-Blows/ft.	Relative Density	0-3	Very Loose	4-9	Loose	10-29	Medium Dense	30-49	Dense	50-80	Very Dense	80+	Extremely Dense											
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	10-29	Medium Dense																													
30-49	Dense																														
50-80	Very Dense																														
80+	Extremely Dense																														
Sands with fines (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures																													
Sands with fines (Appreciable amount of fines)	SC	Clayey sands, sand-clay mixtures																													
	Sands and Clays (liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity																												
		CL	Inorganic clay of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays																												
Fine Grained Soils	(More than half of material is smaller than No. 200 sieve size)	OL	Organic silts and organic silty clays of low plasticity	<b>Relative Proportions of Sand, Gravel, and Fines</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Descriptive Term(s) of Components Also Present in Sample</th> <th colspan="3" style="text-align: left;">Sand, Gravel, and Fines Percent of Dry Weight</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Trace</td> <td style="text-align: center;">0</td> <td style="text-align: center;">-</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">Little</td> <td style="text-align: center;">15</td> <td style="text-align: center;">-</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">Some</td> <td style="text-align: center;">20</td> <td style="text-align: center;">-</td> <td style="text-align: center;">35</td> </tr> <tr> <td style="text-align: center;">And</td> <td style="text-align: center;">35</td> <td style="text-align: center;">-</td> <td style="text-align: center;">50</td> </tr> </tbody> </table>			Descriptive Term(s) of Components Also Present in Sample	Sand, Gravel, and Fines Percent of Dry Weight			Trace	0	-	5	Little	15	-	25	Some	20	-	35	And	35	-	50					
		Descriptive Term(s) of Components Also Present in Sample	Sand, Gravel, and Fines Percent of Dry Weight																												
		Trace	0				-	5																							
	Little	15	-				25																								
	Some	20	-				35																								
And	35	-	50																												
Sands and Clays (liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts																													
	CH	Inorganic clays of high plasticity, fat clays																													
Highly Organic Soils	OH	Organic clays of medium to high plasticity, organic silts																													
	Pt	Peat and other highly organic soils																													

## 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: \_\_\_\_\_

Description or goods or services to be provided under Contract: # 1447

2. Name of Contractor: Old Veteran Construction, 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)
	<b>See Attached</b>		
BSB Development		Subcontractor	\$75,000.00 est.
Arc Underground		Subcontractor	\$39,365.00 est.
Sanchez Paving		Subcontractor	\$11,000.00 est.
F & D Iron		Subcontractor	\$25,000.00 est.
Tour Turf		Subcontractor	\$68,000.00 est.

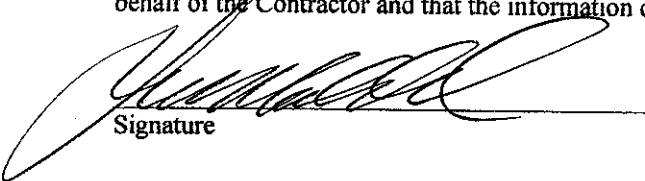
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: \_\_\_\_\_

Beary Landscaping	Subcontractor	\$35,000.00 est.
Reese Recreations	Subcontractor	\$50,000.00 est.
Recreation Concepts	Subcontractor	\$62,000.00 est.
Royal Concrete	Subcontractor	\$58,000.00 est.
Nedland Industries	Subcontractor	\$20,000.00 est.
DND Electric	Subcontractor	\$56,229.00 est.

## DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- 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.
  - If the Contractor is uncertain whether a disclosure is required under the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
  - 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

7/18/06

Date

Jose Maldonado

Name (Type or Print)

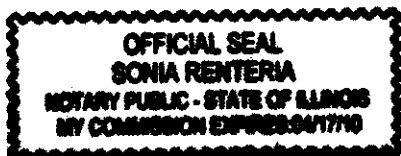
President

Title

Subscribed and sworn to before me

this 18 day of July 2006

  
Notary Public





# OLD VETERAN CONSTRUCTION, INC.

10942 S. HALSTED ST. CHICAGO IL 60628

PHONE: 773/821-9900

FAX: 773/821-9911

7/18/06

The following are the retained parties for contract No. 1447 Christopher Columbus School Campus Park.

BSB Development	Subcontractor	27992 W. Route 120 #110 Lakemoore, IL 60051	\$75,000.00 est.
ARC Underground	Subcontractor	2114 W. Thomas Street Chicago, IL 60622	\$39,365.00 est.
Sanchez Paving	Subcontractor	16307 S. Crawford Ave. Markham, IL 60426	\$11,000.00 est.
F & D Iron	Subcontractor	3717 S. Ashland Chicago, IL 60636	\$25,000.00 est.
Tour Turf	Subcontractor	1548 The Greens Way, Ste., 1 Jacksonville Beach FL 32052	\$68,000.00 est.
Beary Landscaping	Subcontractor	15001 W. 159 <sup>th</sup> St. Lockport, IL 60441	\$35,000.00 est.
Reese Recreations	Subcontractor	3327 N. Ridge Ave. Arlington Heights, IL 60004	\$50,000.00 est.
Recreation Concepts	Subcontractor	P.O Box 580 Oswego, IL 60543	\$62,000.00 est.
Royal Concrete	Subcontractor	203 E. Foster Ave. Roselle, IL 60172	\$58,000.00 est.
Nedland Industries	Subcontractor	315 railroad St. Ridgeland WI 54763	\$20,000.00 est.
DND Electric	Subcontractor	1569 Harris Drive Aurora, IL 60502	\$56,229.00 est.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 23  
OLDVE-1

DATE (MM/DD/YYYY)  
07/13/06

<b>PRODUCER</b> Hausman-Kunkel, Inc 40 South Prospect Roselle IL 60172 Phone: 630-894-7510 Fax: 630-894-4333	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Old Veteran Construction Inc. 10942 S Halsted Chicago IL 60628	INSURER A: Central Insurance Companies	20222
	INSURER B: Accident Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLP7976266	03/05/06	03/05/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP7974114 BAP7974114	03/05/06 03/05/06	03/05/07 03/05/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CXS7976267	03/05/06	03/05/07	EACH OCCURRENCE \$ 9000000 AGGREGATE \$ 9000000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV5010480	03/05/06	03/05/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
		OTHER				

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

Re: Contract #1447/Christopher Columbus School Campus Park  
 The Public Building Commission, Chicago Park District and Board of Education of the City of Chicago are named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work

*ok one 7/21  
 BR # 200, on  
 to send*

<b>CERTIFICATE HOLDER</b> PUBLI01 Public Building Commission Of Chicago Richard J Daley Center #200 Chicago IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Hausman Kunkel <i>Jo Ellen Walden CPA</i>
--	--

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 23  
OLDVE-1

DATE (MM/DD/YYYY)  
07/13/06

<b>PRODUCER</b>  Hausman-Kunkel, Inc 40 South Prospect Roselle IL 60172 Phone: 630-894-7510 Fax: 630-894-4333	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Old Veteran Construction Inc. 10942 S Halsted Chicago IL 60628	INSURER A: Central Insurance Companies	20222
	INSURER B: Accident Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	CLP7976266	03/05/06	03/05/07	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
X	X	AUTOMOBILE LIABILITY	BAP7974114	03/05/06	03/05/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				
		<input type="checkbox"/> ALL OWNED AUTOS	BAP7974114	03/05/06	03/05/07	BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
X	X	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY	CXS7976267	03/05/06	03/05/07	EACH OCCURRENCE \$ 900,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 900,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV5010480	03/05/06	03/05/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Contract #1447/Christopher Columbus School Campus Park  
 The Public Building Commission, Chicago Park District and Board of Education of the City of Chicago are named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work

<b>CERTIFICATE HOLDER</b>  PUBLIC01  Public Building Commission Of Chicago Richard J Daley Center #200  Chicago IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE Hausman Kunkel <i>Jo Ellen Kunkel</i>
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July 11, 2006

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

Jose Maldonado  
Old Veteran Construction Inc.  
10942 S. Halsted Street  
Chicago, IL 60628

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John E. Wilson, Ltd.  
Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
JOE HARMENING

RE: **Notice of Award**  
Contract No.: 1447  
Type of Work: Site Work  
Project: Christopher Columbus School Campus Park

Dear Mr. Maldonado:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on July 11, 2006 the Commission awarded to your company Contract No. 1447 in the amount of \$688,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than July 18, 2006.

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

Sincerely,

Montel M. Gayles  
Executive Director

cc: J. Valentin  
Trinal



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EDGRICK C. JOHNSON

Assistant Secretary  
JOE HARMENING

September 7, 2006

Jose Maldonado  
Old Veteran Construction Inc.  
10942 S. Halsted Street  
Chicago, IL 60628

RE: **NOTICE TO PROCEED**

Contract No.: 1447

Project No.: CP7-01

Type of Work: Site Work

Project: Christopher Columbus School Campus Park

Dear Mr. Maldonado:

Pursuant to Contract No.1447, which was awarded to your firm on July 11, 2006, you are hereby notified that the commencement date for this project is **September 8, 2006.**

Pursuant to the Contract, all work must be completed within 120 consecutive calendar days of the commencement date. The substantial completion date is established as **January 6, 2007.** 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. Jennifer Valentin will perform as the Commission's Portfolio Manager. Please submit the original and three copies of all correspondence pertaining to this work to:

Name: Jennifer Valentin  
Company: Public Building Commission of Chicago  
Address: 50 W. Washington, Suite 200  
Chicago, IL 60602





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 September 8, 2006.**

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 Contracts".

Sincerely,

Montel M. Gayles  
Executive Director

MMG/dz

Cc: M. Gayles  
J. Brankin  
P. Spieles  
J. Plezbert  
N. Jahnel  
Trinal