

**Contractor:** All-Bry Construction Company  
**Address:** 16W455 S. Frontage Road, Suite 111  
**City/State/Zip:** Burr Ridge, IL 60527  
**Phone Number:** 630 655-9567  
**Fax Number:** 630 655-9597

**TO BE EXECUTED IN DUPLICATE**

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

**CONTRACT NO. 1450**

**12<sup>th</sup> District Police Station  
Removal of Contaminated Soil  
1400 S. Ashland  
Site Work  
PD-12**

**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.*



All-Bry Construction Company  
16W455 S. Frontage Road, Suite 111  
Burr Ridge, IL 60527

RE: 1400 S. Ashland Chicago, IL

Dear Sir:

Please accept this letter as our commitment to accept special waste from the above referenced project site at our Newton County Landfill facility.

Our site complies with all local zoning codes, State, Federal and local laws, rules and regulations.

Sincerely,

A handwritten signature in cursive script that reads 'Rose Wagehoft'.

Rose Wagehoft



**SOLID WASTE  
NORTH AMERICA**

September 20, 2006

Fineline B.T. Corp.  
.3250 S. Kolin  
Chicago Illinois 60623

RE: 1400 S, Ashland Ave. Chicago

To Whom It May Concern

Onyx / Veolia Landfill will accept the soil Generated form the above mentioned site as it pertains to the profile submitted by the responsible party listed on the profile sheets shown as Generator and based on the analysis submitted with those profiles as Non-Hazardous Special Waste.

Respectfully

A handwritten signature in black ink, appearing to read "Ron Vercellotti".

Ron Vercellotti  
Onyx / Veolia Landfill

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**EXHIBITS**

- 1. Prevailing Wage Rate Sheet for Cook County**
- 2. Soil Testing Report by Kowalenko & Bilotti Inc. (Disclaimer: The PBC does not warrant or assume any legal liability or responsibility for the accuracy, or completeness, of the Soil Testing Report provided by Kowalenko & Bilotti Inc. dated July 18, 2006).**

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**DOCUMENT SUBMITTAL CHECKLIST**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**I. PROJECT INFORMATION**

**A. General Project Information**

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

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

**12<sup>th</sup> District Police Station  
Removal of Contaminated Soil  
1400 S. Ashland  
Site Work  
PD-12**

2. **General Description of Scope of Work:**
  - a) As described in the specifications, the project consists of excavate contaminated soil, estimated at 1000 tons, and dispose of in licensed landfill. Soil is located on the unimproved lot on the west side of Ashland Avenue, between 14<sup>th</sup> Street on the north and the first alley on the south in the fenced area.
  - b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor must perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
3. **User Agency: City of Chicago**
4. **Commission's Representative's Name, Address, and Phone Number: RM Chin & Associates, Inc. 401 N. Michigan Ave, Suite 2900, Chicago, IL 60611, Joe Donnell tel: 312-595-2028**
5. **Architect's Name, Address, and Phone Number: N/A**
6. **Commission's Portfolio Manager: James Gallagher**
7. **Ward: 2**
8. **City Funded?: Yes**
9. **Do Bidders need to be Pre-Qualified? Yes**  
(see Part V.D. "Pre-Qualification of Bidders" for details):
10. **Request for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org**
11. **Inspection of Site**

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

12. **Documents Available from: Cushing Color Chicago, 420 W. Huron, tel 312-266-8228**
13. **Pre-Bid Meeting Date, Time, and Location: Wednesday, September 13, 2006 at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602**
14. **Bid Opening Date and Time: Wednesday, September 20, 2006 at 11:00AM**
15. **Amount of Bid Deposit: 5% of bid amount**
16. **Document Deposit: \$ ZERO**
17. **Cost for Additional Documents (per set): \$ at the contractor's expense**
18. **Award of Contract**

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

20. **MBE/WBE Contract Goals: 24% MBE and 4% WBE**

**B. Time of Completion**

The Work must be completed within (3) calendar days upon issuance of the Notice to Proceed.

**C. Time of Completion of Punch List Work**

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

**D. Copies of Drawings and Specifications Furnished**

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

**E. Liquidated Damages**

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract must be commenced on a date to be specified in the Notice to Proceed.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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2. The Contractor agrees that said Work must be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of

Completion of the Work    \$250.00 per Day

Completion of Punch List Work    \$250.00 per Day

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

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

**F. Insurance Requirements**

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

1.         Insurance To Be Provided By the Contractor

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

a)         Workers Compensation and Employers Liability

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

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b) Commercial General Liability (Primary and Umbrella)

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

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

c) Automobile Liability (Primary and Umbrella)

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

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

d) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

e) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

f) Installation Floater/Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the

## PUBLIC BUILDING COMMISSION OF CHICAGO

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following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, debris removal, and faulty workmanship or materials. The Public Building Commission and City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Commission and/or City of Chicago property at full replacement cost.

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

### 2. Additional Requirements

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

The Commission and City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, the City of Chicago and their respective Board members, employees, agents, or representatives

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

### G. Notices

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

1. If to the Commission, notices must be addressed to the attention of the **James Gallagher** with copies to: **RM Chin & Associates**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **RM Chin & Associates** and the Contractor's Bonding Company

### H. Prevailing Wage Rates

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

### I. Community Hiring Incentives

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

### J. Contractor's Project Manager

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

### K. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit copy of the **(Class A)**, General Contractor License issued by the Department of Buildings of the City of Chicago.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**II. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1450 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) none

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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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

TOTAL BASE BID	\$ 65,000 -
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AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):

(\$ 65,000 - )

**SURETY:** Please specify full legal name and address of Surety:

First National Insurance Company of America

2800 W. Higgins Road, Suite 1100

Hoffman Estates, IL 60195

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

ALTERNATES (if any): N/A

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

Five Thousand and no cents

\_\_\_\_\_ dollars

(\$ 65,000.00) *gln*

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**B. Acceptance of the Bid**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Edmund Johnson  
Secretary

Richard M Daley  
Chairman

**CONTRACTING PARTY**

(Print or type names underneath all signatures)

All-Bry Construction Co.  
Contractor Name

16W455 S. Frontage Rd., Suite 111  
Address Burr Ridge, IL 60527

**If a Corporation:**

By [Signature]  
Thomas W. Girouard

President  
Title of Signatory

ATTEST:  
By [Signature]  
Thomas W. Girouard

Secretary  
Title

CORPORATE SEAL

**If a Partnership:**

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

**If a Sole Proprietorship:**

\_\_\_\_\_  
Signature

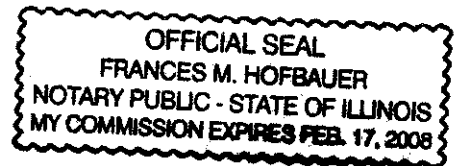
**NOTARY PUBLIC**

County of DuPage State of Illinois

Subscribed and sworn to before me on this 20th day of September, 2006.

Frances M. Hofbauer  
Notary Public Signature  
Commission Expires: 2/17/08

(SEAL)





**PUBLIC BUILDING COMMISSION OF CHICAGO**

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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  
All-Bry Construction Company

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 September 20, 2006, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated September 20, 2006 to the Public Building Commission of Chicago, for Contract No. 1450 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

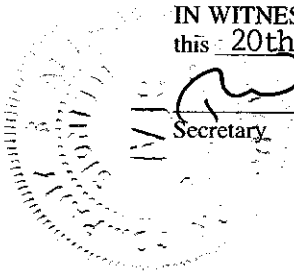
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform 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: Thomas W. Girouard  
Vice President: N/A  
Secretary: Thomas W. Girouard  
Treasurer: Thomas W. Girouard  
Assistant Secretary: N/A

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 20th day of September, 2006.

  
Secretary



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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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>65,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>0</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>0</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>0</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>0</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>0</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</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during	<u>0</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

	construction of the project. (Maximum figure 0.10)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</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</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>0</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>65,000</u>

**Award Criteria Figure** (Insert Line 15 of Award Criteria Formula): \$ 65,000

**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:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

- 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:

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

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

### 6. Major Trades

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

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

### 7. Trade Participation - For Information Only

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**TRADE PARTICIPATION**  
operator

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**PERCENT OF MINORITY**  
50

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**B. Unit Prices (N/A)**

Unit prices provided below in accordance with the provisions of the detailed Specifications will be the basis for adjustments to the Contract Price in the event that the actual quantities are higher or lower. However, the Commission reserves the right to negotiate the unit prices. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Thomas W. Giroaurd, being first duly sworn, deposes and says that:

(1) He/She is

(Owner, Partner, Officer, Representative or Agent) of
All-Bry Construction Company
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.

[Handwritten signature]

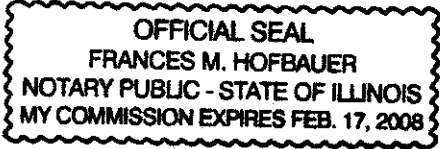
(Signed) President

(Title)

Subscribed and sworn to before me this 20th day of September 2006

[Handwritten signature]
2/17/08

(Title)
My Commission expires:





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1450

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: 12th District Police Station - Removal of Contaminated Soil

Project Number: 1450

FROM:

Fine Line MBE  WBE   
(Name of MBE or WBE)

TO:

All-Bry Construction Company and Public Building Commission of Chicago  
(Name of General Bidder)

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

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

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

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

Trucking  
\_\_\_\_\_  
\_\_\_\_\_

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

45,000  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

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.

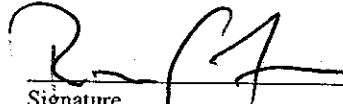
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Fine Line  
Name of MBE/WBE Firm (Print)  
9/20/06  
Date  
773 457-8186  
Phone

  
Signature  
Ronald J. Finlay  
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. Lapskin  
Chief Procurement Officer

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

**VIA FAX ONLY**

August 3, 2006

Ronald Finlay, President  
Fine Line Blacktop Corp.  
3250 S. Kolin Avenue  
Chicago, IL 60623  
(708) 301-9859

Dear Mr. Finlay:

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

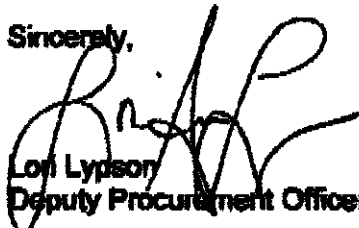
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward MBE goals in the following specialty areas(s):

**Masonry Contractor and Asphalt Paving and Seal Coating Contractor and Supplier; Parking Lot Stripping; Manufacture and Installation of Fencing; Excavation; Sewer and Drain Layer; Miscellaneous Concrete; Intrastate Trucking and Hauling**

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

Sincerely,



Lori Lypson  
Deputy Procurement Officer

LAL/ds





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>

**VIA FAX ONLY**

September 15, 2006

Ronald Finlay, President  
Fine Line Blacktop Corp.  
3250 S. Kolin Avenue  
Chicago, IL 60623  
(708) 301-9859

Dear Mr. Finlay:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your DBE certification until **November 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 firms' participation on contracts will be credited only toward DBE goals in the following specialty areas(s):

**Masonry Contractor and Asphalt Paving and Seal Coating Contractor and Supplier; Parking Lot Stripping; Manufacture and Installation of Fencing; Excavation; Sewer and Drain Layer; Miscellaneous Concrete; Intrastate Trucking and Hauling**

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

Sincerely,

  
Lori Lynsich  
Deputy Procurement Officer

LAL/ng

NEIGHBORHOODS  
*Alive!*  
BUILDING CHICAGO TOGETHER



(708) 974-0223

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1450

**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: 12th District Police Station - Removal of Contaminated Soil

Project Number: 1450

FROM:

MSK Excavating  
(Name of MBE or WBE)

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

TO:

All-Bry Construction Company 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
- \_\_\_\_\_ X a Corporation
- \_\_\_\_\_ a Joint Venture

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

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

Excavating

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

\$3,250.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1450

**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:

MSK Excavating  
Name of MBE/WBE Firm (Print)  
9/20/06  
Date  
708 974-0368  
Phone

Mary Sievers  
Signature  
Mary Sievers  
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>

August 30, 2006

Mary Sievers, President  
M & K Excavating, Inc.  
10910 South Eastwood Drive  
Palos Hills, Illinois 60465

Dear Ms. Sievers:

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 WBE certification until **September 1, 2007.**

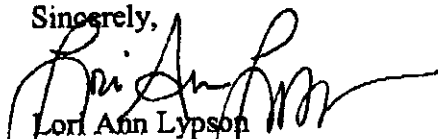
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

**Hauling; Excavating; Snow Plowing; Grading**

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. 1450

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

Name of Project: 12th District Police Station - Removal of Contaminated Soil

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

All-Bry Construction Company

Name of General Contractor  
whose address is

16W455 S. Frontage Rd., Suite 111 Burr Ridge, IL 60527

in the City of Burr Ridge, 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
Fine Line	Trucking	\$ 45,000	\$
M&K Excavating	Excavation	\$	\$ 3,250
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ 45,000	\$ 3,250
<b>Percent of Total Base Bid</b>		69 %	5 %

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**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:

All-Bry Construction Co.

Name of Contractor (Print)

9/20/06

Date

630 655-9567

Phone

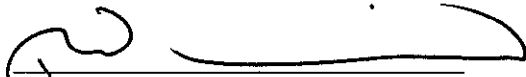
IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX



Signature

Thomas W. Girouard

Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**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	Candy	Crapp	Relman			
Contract With	PXCC	CPD	CPD			
Estimated Completion Date	10/30/06	12/1/06	5/1/07			
Total Contract Price	725,000	1,405,000	1,300,000			
Uncompleted Dollar Value if Firm is the GC	35,000	900,000	1,300,000			
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						<b>3,430,000</b>

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**C. Work Subcontracted to Others**

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

Affidavit of Uncompleted Work (continued)

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

[Signature]  
Signature

9/20/06

Date

Thomas W. Girouard  
Name (Type or Print)

President

Title

All-Bry Construction Co.

Bidder Name  
16W455 S. Frontage Rd., #111

Address  
Burr Ridge, IL 60527

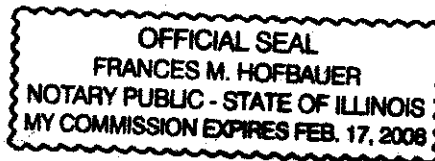
City State Zip

Subscribed and sworn to before me  
this 20th day of September, 2006

[Signature]  
Notary Public

(SEAL)

Commission expires:



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

Affidavit Of Local Business

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Thomas W. Girouard, being first duly sworn, deposes and says that:

1. He/She is President

(Owner, Partner, Officer)

of

All-Bry Construction Company

(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 [X] is not a "Local Business" as defined by the provisions of Section 21.18 of the Standard Terms and Conditions (Book 1).

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

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

[Blank lines for business addresses and phone numbers]

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 5 (insert number) regular full-time people, 3 (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 [X] is not subject to City of Chicago taxes.

(Signed) Thomas W. Girouard

President

(Title)

Subscribed and sworn to before me this 20th day of September, 2006

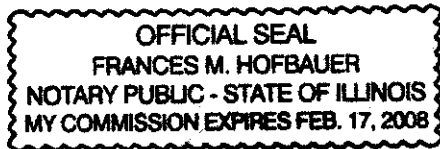
[Handwritten Signature]

(Signature)

(SEAL)

2/17/08
(Title)

My Commission expires:



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

**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 All-Bry Construction Company  
Submitted By Thomas W. Girouard  
Title President  
Permanent Main Office Address 16W455 S. Frontage Road, Suite 111  
Local Address Burr Ridge, IL 60527  
  
Local Telephone No. and FAX No. 630 655-9567 630 655-9597 (fax)

How many years operating as contractor for work of this nature? 8

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Lawndale Campus Park	1,650,000	2005	New park w/ soil remediation
2.	1300 S. St. Louis			
3.				
4.				
5.				
6.				
7.				
8.				

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1450

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

Joseph Zarlengo Chuhak & Tescon 30 S. Wacker #2600 Chicago, IL 60606

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


<u>Thomas W. Girouard</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

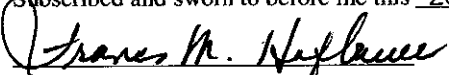
- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

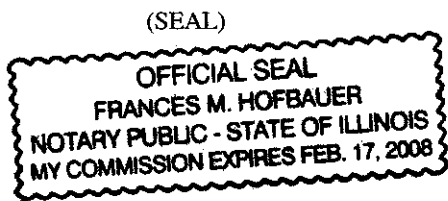
If submitted by an individual:

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

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

Subscribed and sworn to before me this 20th day of September 2006

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





## DISCLOSURE OF RETAINED PARTIES

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
 Description or goods or services to be provided under Contract: # 1450  
Removal of Contaminated Soil - 12th District Police Station
2. Name of Contractor: All-Bry Construction Company
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

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

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

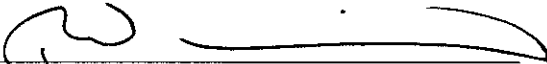
**Disclosure of Retained Parties  
for  
Contract #1450 Removal of Contaminated Soil**

<u>Name</u>	<u>Address</u>	<u>Relationship</u>	<u>Fees</u>
Fine Line BT	3250 S. Kolin Ave., Chicago, IL 60623	Subcontractor	\$45,000
M & K Excavating	10910 SW. Eastwood Drive, Palos Hills, IL 60465	Subcontractor	\$3,250

## DISCLOSURE OF RETAINED PARTIES

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

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

  
\_\_\_\_\_  
Signature

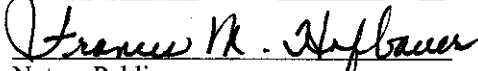
October 11, 2006  
\_\_\_\_\_  
Date

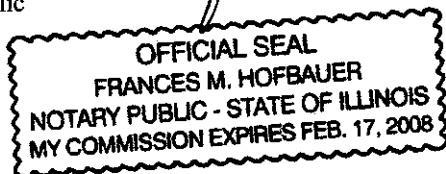
Thomas W. Girouard  
\_\_\_\_\_  
Name (Type or Print)

President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 11th day of Oct 2006

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



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1450

PERFORMANCE AND PAYMENT BOND

Contract No. 1450

Bond No. 6444769

---

KNOW ALL MEN BY THESE PRESENTS, that we, All Bry Construction Company,  
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of  
Burr Ridge, State of Illinois, as Corporate Principal, and  
First National Insurance Company of America

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a corporation organized and existing under the laws of the State of Washington, 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 Sixty Five Thousand Dollars and No Cents  
(\$ 65,000.00) 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 October 3, 2006, for the fabrication, delivery, performance and  
installation of

12<sup>th</sup> District Police Station  
1400 S. Ashland, 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. 1450

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 Sixty Five Thousand Dollars and No Cents (\$65,000.00), 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. 1450

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this October 12 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:

All Bry Construction Company  
Corporate Principal

BY  \_\_\_\_\_


BY  \_\_\_\_\_


\_\_\_\_\_  
Secretary  
Title

\_\_\_\_\_  
President  
Title

16W455 S. Frontage Road, Suite 111  
Burr Ridge, IL 60527

First National Insurance Company of America  
Corporate Surety

BY  \_\_\_\_\_  
witness  
PO Box 39, New Lenox, IL  
Business Address & Telephone 815-485-4100

By:  \_\_\_\_\_  
Title William D. Miller, Attorney-in-fact  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Justin Burgos

Business Address: 2800 W Higgins Road, Ste 1100, Hoffman Estates IL 60169

Telephone: 847 490-2264 Fax: 847-490 2231

The rate of premium of this Bond is \$ 14.40 per thousand. \*\*  
Total amount of premium charged is \$ 936.00 \*\*

\* 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. 1430

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

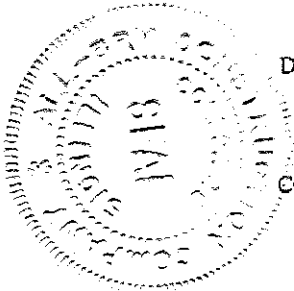
BOND APPROVAL

BY  
  
Secretary,  
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Thomas W Girouard, certify that I am the \_\_\_\_\_ Secretary of the All Bvy Construction Company, corporation named as Principal in the foregoing performance and payment bond, that Thomas W Girouard 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 12th day of Oct 2006.



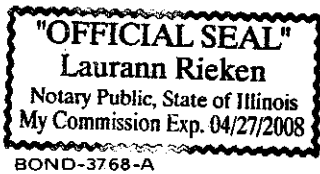
CORPORATE SEAL

STATE OF Illinois

COUNTY OF Will ss.:

On this 12th day of October 2006, before me personally appeared William D. Miller, to me known being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in- of First National Insurance Company of America, the corporation de in and which executed the annexed instrument; that he know(s) the corporate said corporation; that the seal affixed to said instrument is such corporate seal; that so affixed by order of the Board of Directors of said corporation; that he signed 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.

Surety  
Company  
Acknowledgment



Laurann Rieken  
(Notary Public in and for the above County and State)

My commission expires 04/27/2008





**FIRST NATIONAL SURETY**  
 PO BOX 34526  
 SEATTLE, WA 98124-1526

**POWER  
 OF ATTORNEY**

FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
 PO BOX 34526  
 SEATTLE, WA 98124-1526

No. 9845

**KNOW ALL BY THESE PRESENTS:**

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint  
 \*\*\*\*\*ROBERT W. KEGLEY; R.L. MCWETHY; WILLIAM D. MILLER; ROBERT H. WALKER; KEVIN J. SCANLON; New Lenox, Illinois\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

**IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 18th day of February, 2004

*CB Mead*

**CHRISTINE MEAD, SECRETARY**

*Mike McGavick*

**MIKE MCGAVICK, PRESIDENT**

**CERTIFICATE**

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of  
**FIRST NATIONAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,  
 (i) The provisions of Article V, Section 13 of the By-Laws, and  
 (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and  
 (iii) Certifying that said power-of-attorney appointment is in full force and effect,  
 the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of October, 2006



*CB Mead*

**CHRISTINE MEAD, SECRETARY**

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

### V. INSTRUCTIONS TO BIDDERS

#### A. Examination Of Documents By Bidder

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

#### B. Interpretations Or Addenda

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

#### C. Inspection Of Site

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

#### D. Pre-Qualification Of Bidders

1. Unless otherwise indicated in Part I "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on certain projects of the Commission. Responses to the RFQ were evaluated by the Commission on the basis of the firm's experience and past performance, technical qualifications, organization and equipment, financial resources, bonding and insurance capacity, and other factors deemed relevant by the Commission. Notice of pre-qualification has been provided by the Commission to all firms approved as "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Moreover, a firm that has been pre-qualified as a separate entity (e.g. sole proprietor, partnership, or corporation) is not eligible to submit a bid for this Contract as a joint venture with another pre-qualified firm unless such joint venture has been notified of its pre-qualification.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

information and data requested for this purpose, including completed form "Statement of Bidder's Qualifications" provided with this Book 2. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

### E. Competency of Bidder

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

### F. Substitutions Prior To Bid Date

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

### G. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 2) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 2 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Basis of Award (Award Criteria)
  - e) Unit Prices
  - f) Affidavit of Non-collusion
  - g) Schedule B - Joint Venture Affidavit with supporting documentation (if applicable)

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

- 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.
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

When required, 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

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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.
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

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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**

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**

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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.
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

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and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

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

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

**CC. Protests**

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.



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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			36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
ELECTRIC PWR GRNDMAN	ALL			28.120	42.000	1.5	1.5	2.0	6.140	7.600	0.000	0.210
ELECTRIC PWR LINEMAN	ALL			36.050	42.000	1.5	1.5	2.0	7.870	9.730	0.000	0.270
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			36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	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			34.400	38.700	1.5	1.5	1.5	6.200	6.400	0.000	0.390
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			33.850	35.350	1.5	1.5	2.0	6.740	7.100	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			33.650	35.650	1.5	1.5	2.0	6.110	3.160	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			37.500	39.500	1.5	1.5	2.0	8.000	5.850	3.600	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

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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	29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 2	29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 3	30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL 4	30.250	30.250	1.5	1.5	2.0	6.500	3.400	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

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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

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to cement for the installatin 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 experiors 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 experior 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.

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Contract No. 1450

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

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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,

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1450

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.

# KOWALENKO & BILOTTI, INC.

MANAGEMENT    ENGINEERING    ENVIRONMENT

July 18, 2006

Mr. John Montgomery, AIA  
Program Coordinator, Green Buildings  
Public Building Commission of Chicago  
50 W. Washington Street  
Room 200  
Chicago, Illinois 60602

Re:    Testing and Disposal of Fill Material  
      1619-37 W. 14<sup>th</sup> Street / Chicago, Illinois 60608

Dear Mr. Montgomery:

This letter is intended to provide the results of the soil sampling activities conducted at the above referenced site.

On May 22, 2006, five soil samples were collected from the piles of material at the site. Each soil sample was submitted for laboratory analyses of VOCs (volatile organic compounds), PAHs (polycyclic aromatic hydrocarbons) and RCRA Metals (8). The samples were properly labeled and preserved and delivered to STAT Analysis Corp. for testing.

Based on the analytical results, the fill material was impacted with PAHs and Lead at levels exceeding the Illinois EPA's Tier 1 SROs (Soil Remediation Objectives). Specifically, the following contaminants exceeded the Tier 1 SROs in all five samples analyzed:

1. Benzo(a)anthracene;
2. Benzo(a)pyrene;
3. Benzo(b)fluoranthene;
4. Dibenz(a,h)anthracene;
5. Indeno(1,2,3-cd)pyrene;
6. Lead

The soil sample exhibiting the highest concentration of lead was additionally analyzed for toxicity to determine whether the fill material required disposal as hazardous waste. However, based on the TCLP Lead analytical result, the fill material did not exhibit hazardous toxicity. However, the fill material is not clean fill and will require special waste characterization and disposal under the appropriate Illinois manifesting procedures.

118 North Peoria Street, Suite 5 North  
Chicago, Illinois 60607 U.S.A.  
tel: 312-853-0500  
fax: 312-853-0311

[www.kbconsulting.net](http://www.kbconsulting.net)

1866 Sheridan Road, Suite 308  
Highland Park, Illinois 60035 U.S.A.  
tel: 847-433-4773  
fax: 847-579-4863

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This letter was intended to provide a brief discussion of the results of the sampling activities. Analytical data tables and laboratory analytical reports have been attached. Please contact me at 312-853-0500 if you have any questions or comments regarding this information.

Sincerely,

*Thomas A. Brecheisen*  
Thomas A. Brecheisen, P.E.

attachments

**Table 1**  
**Soil Analytical Results**  
 VOCs  
 1818-1837 W. 14th Street  
 Chicago, Illinois

ANALYTE	Tier 1 Soil Remediation Objectives (Tier 1 SROs)										Soil Component of Groundwater Ingestion Exposure Route	
	Residential Property Use										Construction Worker	
	5-1	5-2	5-3	5-4	5-5	Ingestion	Inhalation	Ingestion	Inhalation	Class I	Class II	
Acetone	<0.06	<0.043	<0.059	0.16	<0.064	7,800,000	100,000,000	200,000,000	100,000,000	16,000	16,000	
Benzene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	12,000	800	2,300,000	2,200	30	170	
Bromochloromethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	10,000	3,000,000	2,000,000	3,000,000	600	600	
Bromoforn	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	81,000	93,000	16,000,000	140,000	800	800	
Bromomethane	<0.012	<0.0088	<0.012	<0.011	<0.011	110,000	10,000	1,000,000	3,900	200	1,200	
2-Butanone (MEK)	<0.012	<0.0088	<0.012	0.017	<0.011	7,800,000	720,000	20,000,000	9,000	32,000	160,000	
Carbon disulfide	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	9,000	300	410,000	900	70	350	
Carbon tetrachloride	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	1,800,000	132,000	4,100,000	1,300	1,000	6,600	
Chlorobenzene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	41,000,000	1,300,000	41,000,000	1,300,000	400	400	
Chlorodibromomethane	<0.012	<0.0088	<0.012	<0.011	<0.011	100,000	300	2,000,000	760	600	2,600	
Chloroform	<0.012	<0.0088	<0.012	<0.011	<0.011	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
Chloromethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
1,1-Dichloroethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
1,2-Dichloroethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
1,1-Dichloroethene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
1,2-Dichloroethene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
trans-1,2-Dichloroethene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
cis-1,2-Dichloroethene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
1,2-Dichloropropane	<0.012	<0.0088	<0.012	<0.011	<0.011	8,400	1,100	1,200,000	380	4.9	20	
1,3-Dichloropropane (total)	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	7,800,000	400,000	20,000,000	68,000	13,000	18,000	
Ethylbenzene	<0.012	<0.0088	<0.012	<0.011	<0.011	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
2-Hexanone	<0.012	<0.0088	<0.012	<0.011	<0.011	7,800,000	1,300,000	200,000,000	130,000	23,000	110,000	
4-Methyl-2-pentanone (MIBK)	<0.012	<0.0088	<0.012	<0.011	<0.011	98,000	13,000	12,000,000	34,000	20	200	
Methylene chloride	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	780,000	8,800,000	2,000,000	140,000	320	320	
Methyl tert-butyl ether	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	16,000,000	1,600,000	41,000,000	430,000	4,000	16,000	
Styrene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	12,000	11,000	2,400,000	28,000	60	300	
1,1,2,2-Tetrachloroethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	16,000,000	650,000	410,000,000	42,000	12,000	28,000	
Toluene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	12,000	11,000	2,400,000	28,000	60	300	
1,1,1-Trichloroethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	310,000	1,600,000	5,200,000	1,600,000	20	300	
1,1,2-Trichloroethane	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	68,000	5,000	1,200,000	12,000	60	300	
Trichloroethene	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	460	280	170,000	1,160	10	70	
Vinyl chloride	<0.008	<0.0043	<0.0059	<0.0057	<0.0054	160,000,000	320,000	410,000,000	320,000	150,000	150,000	
Total Xylenes	<0.018	<0.013	<0.018	<0.017	<0.016							

**NOTES:**  
 Results listed in mg/kg (ppm).  
 Samples analyzed using test method SW8260B/6035.  
 Tier 1 SROs from 35 IAC 742 (TACO), Appendix B, Tables A, B.  
 Bolded cell indicates concentration exceeds the most stringent Tier 1 SRO.  
 Blank cell indicates Not Analyzed for this parameter.  
 "<" indicates not detected at stated detection limits.  
 "-" indicates Tier 1 SRO not published in TACO.

**TABLE 2**  
**Soil Sample Analytical Results**

PNAS  
1619-1837 W. 14th Street  
Chicago, Illinois

ANALYTE	Tier 1 Soil Remediation Objectives (Tier 1 SROs)												
	Residential						Construction Worker			Soil Component of Groundwater Ingestion			
	S-1	S-2	S-3	S-4	S-5	Inhalation	Ingestion	Inhalation	Ingestion	Class I	Class II	Class I	Class II
Acenaphthene	1	0.27	0.24	0.21	0.87	---	4,700	---	120,000	---	---	570	2,900
Acenaphthylene	1.2	0.63	0.39	0.29	0.7	---	---	---	---	---	---	---	---
Anthracene	2.7	1.1	1.1	0.72	1.5	---	23,000	---	610,000	---	---	12,000	69,000
Benzo(a)anthracene	11	4.8	6.1	3.2	7.4	---	0.90	---	170	---	---	2	8
Benzo(a)pyrene	8.6	3.7	4.2	2.4	5.9	---	0.09	---	17	---	---	5	25
Benzo(b)fluoranthene	11	4.8	5.7	2.8	6.9	---	0.90	---	170	---	---	5	25
Benzo(g,h,i)perylene	3.6	1.3	1.3	0.99	1.8	---	---	---	---	---	---	---	---
Benzo(k)fluoranthene	5.3	1.4	2.1	1.3	3.6	---	9	---	1,700	---	---	49	260
Chrysene	8.6	4.2	4.3	2.5	6.2	---	88	---	17,000	---	---	160	800
Dibenz(a,h)anthracene	0.98	0.62	0.63	0.41	0.68	---	0.090	---	17	---	---	2	7.8
Fluoranthene	20	8.2	7.9	5.7	13	---	3,100	---	82,000	---	---	4,300	21,000
Fluorene	1.1	0.37	0.36	0.3	0.81	---	3,100	---	82,000	---	---	560	2,900
Indeno(1,2,3-cd)pyrene	4.2	1.4	1.4	1.1	3.1	---	0.900	---	170	---	---	14	69
Naphthalene	0.99	0.44	0.29	0.25	1.6	---	1,800	---	4,100	---	---	12	18
Phenanthrene	13	4.6	4.1	3.4	11	---	---	---	---	---	---	---	---
Pyrene	17	7.4	7.9	5.2	13	---	2,900	---	81,000	---	---	4,200	21,000

**NOTES:**

Results listed in mg/kg (ppm).  
 Samples analyzed via method SW6270C-SJM.  
 Tier 1 SROs from 35 AC 742 (TACQ), Appendix B, Tables A, B.  
 Bolded cell indicates concentration exceeded the most stringent Tier 1 SRO.  
 "—" indicates not detected at stated detection limits.  
 "—" indicates Tier 1 SRO not published in TACQ.

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**Table 3**  
**Soil Analytical Results**  
 RCRA 8 Metals  
 1616-1637 W. 14th Street  
 Chicago, Illinois

ANALYTE	Tier 1 Soil Remediation Objectives (Tier 1 SROs)										
	Residential					Residential Property Use					pH = 7.75 to 8.24
	S-1	S-2	S-3	S-4	S-5	Ingestion	Inhalation	Ingestion	Inhalation	Construction Worker	
Arsenic	11.0	9.1	12.0	10.0	9.6	13	1,200	61	25,000	31	120
Barium	1,100	520	370	360	730	6,500	690,000	14,000	870,000	2,100	2,100
Cadmium	4.60	1.60	2	1.8	1.7	7.8	1,800	200	59,000	430	4,300
Chromium (total)	30	49	24	27	23	230	270	4,100	8,000	28	--
Lead	1,200	460	610	420	490	400	--	400	--	--	--
Mercury	0.520	0.650	0.470	0.510	0.660	23	10	61	62,000	8	40
Selenium	1,200	<1	<1.1	<1.1	<1.1	380	--	1,000	--	2.4	2.4
Silver	<1.1	1.8	<1.1	1.8	3.2	390	--	1,000	--	110	--
TCLP Lead (mg/L)	0.220									0.0275	0.1000

Notes:  
 Results listed in mg/kg (ppm)  
 Samples analyzed using test method SW846 and SW747A (Mercury).  
 Tier 1 SROs from 38 IAC 742 (TACO), Appendix B, Tables B, C, D.  
 Bolded cell indicates value exceeds the most stringent Tier 1 SRO.  
 Blank cell indicates Not Analyzed for this parameter.  
 \*C indicates not detected at stated detection limit.  
 "L" indicates toxicity data not available in TACO.  
 "na" indicates not analyzed for this parameter.

**STAT** Analysis Corporation

2255 West Harrison St., Suite B, Chicago, IL 60612-3505

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

June 06, 2006

Kowalenko & Bilotti, Inc.  
118 N. Peoria  
Suite 5N  
Chicago, IL 60607  
Telephone: (312) 853-0500  
Fax: (312) 853-0311

RE: 06-ENV-003, PD-12, Chicago, IL

STAT Project No: 06060042

Dear Tom Brecheisen:

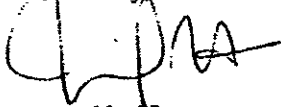
STAT Analysis received 1 sample for the referenced project on 5/22/2006. The analytical results are presented in the following report.

All analyses were performed in accordance with the requirements of 35 IAC Part 186 / NELAC standards. Analyses were performed in accordance with methods as referenced on the analytical report. Those analytical results expressed on a dry weight basis are also noted on the analytical report.

All analyses were performed within established holding time criteria, and all Quality Control criteria met EPA or laboratory specifications except when noted in the Case Narrative or Analytical Report. If required, an estimate of uncertainty for the analyses can be provided. A listing of accredited methods/parameters can also be provided.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions regarding the enclosed materials, please contact me at (312) 563-0371.

Sincerely,



Jennifer Hass

Project Manager

*The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.*

CC:

Anthony Bilotti

**Client:** Kowalenko & Bilotti, Inc.  
**Project:** 06-ENV-003, PD-12, Chicago, IL  
**Lab Order:** 06060042

**Work Order Sample Summary**

Lab Sample ID	Client Sample ID	Tag Number	Collection Date	Date Received
06060042-001A	S-1		5/22/2006 12:15:00 PM	5/22/2006

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**CLIENT:** Kowalenko & Bilotti, Inc.  
**Project:** 06-ENV-003, PD-12, Chicago, IL  
**Lab Order:** 06060042

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**CASE NARRATIVE**

Sample S-1 (06060042-001) was formerly assigned STAT Sample ID 06050649-001.

**STAT Analysis Corporation**

2255 West Harrison St., Suite B, Chicago, IL 60612-3505

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: June 06, 2006

Print Date: June 06, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-1
<b>Lab Order:</b>	06060042	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:15:00 PM
<b>Lab ID:</b>	06060042-001A	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>TCLP Metals by ICP/MS</b>	<b>SW1311/6020 (SW3005A)</b>		Prep Date: <b>6/5/2006</b>		Analyst <b>JG</b>	
Lead	0.22	0.005		mg/L	5	6/5/2006

**Qualifiers:**

ND - Not Detected at the Reporting Limit  
 J - Analyte detected below quantitation limits  
 B - Analyte detected in the associated Method Blank  
 HT - Sample received past holding time  
 \* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis  
 S - Spike Recovery outside accepted recovery limits  
 R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 H - Holding time exceeded



Chris Forst

06060042

**From:** Tom Brecheisen [tbrecheisen@kbconsulting.net]  
**Sent:** Friday, June 02, 2006 10:28 AM  
**To:** CForst@STATAnalysis.com  
**Subject:** Re: 06-ENV-003, PD-12, Chicago, IL(06050649)

Chris,

Please run S-1 for TCLP Lead. [STAT ID No. 06050649-001B]

Thank you,

Tom

**STAT Analysis Corporation**  
 2255 W. Harrison Suite B, Chicago, Illinois 60612 Phone: (312) 733-0531 Fax: (312) 733-2386  
 e-mail address: STATinfo@STATAnalysis.com AIHA, NVLAP and NELAP accredited

**CHAIN OF CUSTODY RECORD** N<sup>o</sup>: **813226** Page: **1** of **1**

Company: **Kowalski + Bilkley, Inc.**  
 Project Number: **06-ENV-DD3** Client Tracking No.:  
 Project Name: **PD-12**  
 Project Location: **Chicago, IL**  
 Sampler(s): **Tom Breckstein**  
 Report To: **Tom Breckstein** Phone: **312-853-0500**  
 Fax: **312-853-0311** e-mail:

P.O. No.:  
 Quote No:

Turn Around:  
 Results Needed:  
 Lab No.

Client Sample Number/Description:	Date Taken	Time Taken	Matrix	Comp	Grab	Preserv	No. of Containers
S-1	5-22-06	12:15	S				5
S-2	5-22-06	12:25	S				5
S-3	5-22-06	12:35	S				5
S-4	5-22-06	12:45	S				5
S-5	5-22-06	12:55	S				5

NO LABS TO BE TESTED

Relinquished by: (Signature) **Thomas A. Birkhauser** Date/Time: **5-22-06/13:34**  
 Received by: (Signature) **PA** Date/Time: **5/22/06 13:34**  
 Relinquished by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 Received by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 Relinquished by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 Received by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_

Comments: **00050649**

Received on Let:  Yes  No

Temperature: **ON THE**

Laboratory Work Order No.:

Preservation Code: A = None B = HNO<sub>3</sub> C = NaOH  
 D = H<sub>2</sub>SO<sub>4</sub> E = HCl F = S035/EnCore G = Other

**Sample Receipt Checklist**

Client Name K&B

Date and Time Received:

5/22/2006

Work Order Number 06050649

Received by: JCH

Checklist completed by:

*James C. [Signature]*  
Signature

5/22/06  
Date

Reviewed by:

*JCH*  
Initials

5/23/06  
Date

Matrix Carrier name Client Delivered

- Shipping container/cooler in good condition? Yes  No  Not Present
- Custody seals intact on shipping container/cooler? Yes  No  Not Present
- Custody seals intact on sample bottles? Yes  No  Not Present
- Chain of custody present? Yes  No
- Chain of custody signed when relinquished and received? Yes  No
- Chain of custody agrees with sample labels/containers? Yes  No
- Samples in proper container/bottle? Yes  No
- Sample containers intact? Yes  No
- Sufficient sample volume for indicated test? Yes  No
- All samples received within holding time? Yes  No
- Container or Temp Blank temperature in compliance? Yes  No  Temperature On Ice °C
- Water - VOA vials have zero headspace? No VOA vials submitted  Yes  No
- Water - Samples pH checked? Yes  No  Checked by: \_\_\_\_\_
- Water - Samples properly preserved? Yes  No  pH Adjusted? \_\_\_\_\_

Any No response must be detailed in the comments section below.

.....

Comments:

.....  
.....  
.....

Client / Person contacted:

Date contacted:

Contacted by:

Response:

.....  
.....  
.....

**STAT** Analysis Corporation

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

May 31, 2006

Kowalenko & Bilotti, Inc.

118 N. Peoria

Suite 5N

Chicago, IL 60607

Telephone: (312) 853-0500

Fax: (312) 853-0311

RE: 06-ENV-003, PD-12, Chicago, IL

STAT Project No: 06050649

Dear Tom Brecheisen:

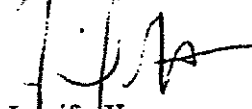
STAT Analysis received 5 samples for the referenced project on 5/22/2006. The analytical results are presented in the following report.

All analyses were performed in accordance with the requirements of 35 IAC Part 186 / NELAC standards. Analyses were performed in accordance with methods as referenced on the analytical report. Those analytical results expressed on a dry weight basis are also noted on the analytical report.

All analyses were performed within established holding time criteria, and all Quality Control criteria met EPA or laboratory specifications except when noted in the Case Narrative or Analytical Report. If required, an estimate of uncertainty for the analyses can be provided. A listing of accredited methods/parameters can also be provided.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions regarding the enclosed materials, please contact me at (312) 563-0371.

Sincerely,



Jennifer Hass

Project Manager

*The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.*

**Client:** Kowalenko & Bilotti, Inc.  
**Project:** 06-ENV-003, PD-12, Chicago, IL  
**Lab Order:** 06050649

**Work Order Sample Summary**

Lab Sample ID	Client Sample ID	Tag Number	Collection Date	Date Received
06050649-001A	S-1		5/22/2006 12:15:00 PM	5/22/2006
06050649-001B	S-1		5/22/2006 12:15:00 PM	5/22/2006
06050649-002A	S-2		5/22/2006 12:25:00 PM	5/22/2006
06050649-002B	S-2		5/22/2006 12:25:00 PM	5/22/2006
06050649-003A	S-3		5/22/2006 12:35:00 PM	5/22/2006
06050649-003B	S-3		5/22/2006 12:35:00 PM	5/22/2006
06050649-004A	S-4		5/22/2006 12:45:00 PM	5/22/2006
06050649-004B	S-4		5/22/2006 12:45:00 PM	5/22/2006
06050649-005A	S-5		5/22/2006 12:55:00 PM	5/22/2006
06050649-005B	S-5		5/22/2006 12:55:00 PM	5/22/2006

**STAT Analysis Corporation**

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-1
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:15:00 PM
<b>Lab ID:</b>	06050649-001A	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Volatile Organic Compounds by GC/MS</b>						
	<b>SW5035/8260B</b>		<b>Prep Date: 5/23/2006</b>		<b>Analyst: SK</b>	
Acetone	ND	0.06		mg/Kg-dry	1	5/30/2006
Benzene	ND	0.006		mg/Kg-dry	1	5/30/2006
Bromodichloromethane	ND	0.006		mg/Kg-dry	1	5/30/2006
Bromofom	ND	0.006		mg/Kg-dry	1	5/30/2006
Bromomethane	ND	0.012		mg/Kg-dry	1	5/30/2006
2-Butanone	ND	0.012		mg/Kg-dry	1	5/30/2006
Carbon disulfide	ND	0.006		mg/Kg-dry	1	5/30/2006
Carbon tetrachloride	ND	0.006		mg/Kg-dry	1	5/30/2006
Chlorobenzene	ND	0.006		mg/Kg-dry	1	5/30/2006
Dibromochloromethane	ND	0.006		mg/Kg-dry	1	5/30/2006
Chloroethane	ND	0.012		mg/Kg-dry	1	5/30/2006
Chloroform	ND	0.006		mg/Kg-dry	1	5/30/2006
Chloromethane	ND	0.012		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethane	ND	0.006		mg/Kg-dry	1	5/30/2006
1,2-Dichloroethane	ND	0.006		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethene	ND	0.006		mg/Kg-dry	1	5/30/2006
cis-1,2-Dichloroethene	ND	0.006		mg/Kg-dry	1	5/30/2006
trans-1,2-Dichloroethene	ND	0.006		mg/Kg-dry	1	5/30/2006
1,2-Dichloropropane	ND	0.006		mg/Kg-dry	1	5/30/2006
cis-1,3-Dichloropropene	ND	0.006		mg/Kg-dry	1	5/30/2006
trans-1,3-Dichloropropene	ND	0.006		mg/Kg-dry	1	5/30/2006
Ethylbenzene	ND	0.006		mg/Kg-dry	1	5/30/2006
2-Hexanone	ND	0.012		mg/Kg-dry	1	5/30/2006
4-Methyl-2-pentanone	ND	0.012		mg/Kg-dry	1	5/30/2006
Methylene chloride	ND	0.012		mg/Kg-dry	1	5/30/2006
Methyl tert-butyl ether	ND	0.006		mg/Kg-dry	1	5/30/2006
Styrene	ND	0.006		mg/Kg-dry	1	5/30/2006
1,1,2,2-Tetrachloroethane	ND	0.006		mg/Kg-dry	1	5/30/2006
Tetrachloroethene	ND	0.006		mg/Kg-dry	1	5/30/2006
Toluene	ND	0.006		mg/Kg-dry	1	5/30/2006
1,1,1-Trichloroethane	ND	0.006		mg/Kg-dry	1	5/30/2006
1,1,2-Trichloroethane	ND	0.006		mg/Kg-dry	1	5/30/2006
Trichloroethene	ND	0.006		mg/Kg-dry	1	5/30/2006
Vinyl chloride	ND	0.006		mg/Kg-dry	1	5/30/2006
Xylenes, Total	ND	0.018		mg/Kg-dry	1	5/30/2006

**Qualifiers:**

ND - Not Detected at the Reporting Limit

J - Analyte detected below quantitation limits

B - Analyte detected in the associated Method Blank

HT - Sample received past holding time

\* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis

S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

H - Holding time exceeded

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-1
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:15:00 PM
<b>Lab ID:</b>	06050649-001B	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Mercury</b>	<b>SW7471A</b>				Prep Date: 5/23/2006	Analyst: JG
Mercury	0.52	0.028		mg/Kg-dry	1	5/24/2006
<b>Metals by ICP/MS</b>	<b>SW6020 (SW3050B)</b>				Prep Date: 5/23/2006	Analyst: JG
Arsenic	11	1.1		mg/Kg-dry	10	5/23/2006
Barium	1100	1.1		mg/Kg-dry	10	5/23/2006
Cadmium	4.6	0.54		mg/Kg-dry	10	5/23/2006
Chromium	30	1.1		mg/Kg-dry	10	5/23/2006
Lead	1200	0.54		mg/Kg-dry	10	5/23/2006
Selenium	1.2	1.1		mg/Kg-dry	10	5/23/2006
Silver	ND	1.1		mg/Kg-dry	10	5/23/2006
<b>Polynuclear Aromatic Hydrocarbons</b>	<b>SW8270C-SIM (SW3550B)</b>				Prep Date: 5/23/2006	Analyst: VS
Acenaphthene	1	0.037		mg/Kg-dry	10	5/25/2006
Acenaphthylene	1.2	0.037		mg/Kg-dry	10	5/25/2006
Anthracene	2.7	0.037		mg/Kg-dry	10	5/25/2006
Benzo(a)anthracene	11	0.37		mg/Kg-dry	100	5/25/2006
Benzo(a)pyrene	8.6	0.37		mg/Kg-dry	100	5/25/2006
Benzo(b)fluoranthene	11	0.37		mg/Kg-dry	100	5/25/2006
Benzo(g,h,i)perylene	3.6	0.37		mg/Kg-dry	100	5/25/2006
Benzo(k)fluoranthene	5.3	0.37		mg/Kg-dry	100	5/25/2006
Chrysene	8.6	0.37		mg/Kg-dry	100	5/25/2006
Dibenz(a,h)anthracene	0.98	0.037		mg/Kg-dry	10	5/25/2006
Fluoranthene	20	0.37		mg/Kg-dry	100	5/25/2006
Fluorene	1.1	0.037		mg/Kg-dry	10	5/25/2006
Indeno(1,2,3-cd)pyrene	4.2	0.37		mg/Kg-dry	100	5/25/2006
Naphthalene	0.99	0.037		mg/Kg-dry	10	5/25/2006
Phenanthrene	13	0.37		mg/Kg-dry	100	5/25/2006
Pyrene	17	0.37		mg/Kg-dry	100	5/25/2006
<b>Percent Moisture</b>	<b>D2974</b>				Prep Date: 5/23/2006	Analyst: ICD
Percent Moisture	12.9	0.01	*	wt%	1	5/24/2006

<b>Qualifiers:</b>	ND - Not Detected at the Reporting Limit	RL - Reporting / Quantitation Limit for the analysis
	J - Analyte detected below quantitation limits	S - Spike Recovery outside accepted recovery limits
	B - Analyte detected in the associated Method Blank	R - RPD outside accepted recovery limits
	HT - Sample received past holding time	E - Value above quantitation range
	* - Non-accredited parameter	H - Holding time exceeded

16/26

**STAT Analysis Corporation**

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Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-2
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:25:00 PM
<b>Lab ID:</b>	06050649-002A	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Volatile Organic Compounds by GC/MS</b>						
	<b>SW5035/8260B</b>			<b>Prep Date: 5/23/2006</b>		<b>Analyst: SK</b>
Acetone	ND	0.043		mg/Kg-dry	1	5/30/2006
Benzene	ND	0.0043		mg/Kg-dry	1	5/30/2006
Bromodichloromethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
Bromoform	ND	0.0043		mg/Kg-dry	1	5/30/2006
Bromomethane	ND	0.0085		mg/Kg-dry	1	5/30/2006
2-Butanone	ND	0.0085		mg/Kg-dry	1	5/30/2006
Carbon disulfide	ND	0.0043		mg/Kg-dry	1	5/30/2006
Carbon tetrachloride	ND	0.0043		mg/Kg-dry	1	5/30/2006
Chlorobenzene	ND	0.0043		mg/Kg-dry	1	5/30/2006
Dibromochloromethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
Chloroethane	ND	0.0085		mg/Kg-dry	1	5/30/2006
Chloroform	ND	0.0043		mg/Kg-dry	1	5/30/2006
Chloromethane	ND	0.0085		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
1,2-Dichloroethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethene	ND	0.0043		mg/Kg-dry	1	5/30/2006
cis-1,2-Dichloroethene	ND	0.0043		mg/Kg-dry	1	5/30/2006
trans-1,2-Dichloroethene	ND	0.0043		mg/Kg-dry	1	5/30/2006
1,2-Dichloropropane	ND	0.0043		mg/Kg-dry	1	5/30/2006
cis-1,3-Dichloropropene	ND	0.0043		mg/Kg-dry	1	5/30/2006
trans-1,3-Dichloropropene	ND	0.0043		mg/Kg-dry	1	5/30/2006
Ethylbenzene	ND	0.0043		mg/Kg-dry	1	5/30/2006
2-Hexanone	ND	0.0085		mg/Kg-dry	1	5/30/2006
4-Methyl-2-pentanone	ND	0.0085		mg/Kg-dry	1	5/30/2006
Methylene chloride	ND	0.0085		mg/Kg-dry	1	5/30/2006
Methyl tert-butyl ether	ND	0.0043		mg/Kg-dry	1	5/30/2006
Styrene	ND	0.0043		mg/Kg-dry	1	5/30/2006
1,1,2,2-Tetrachloroethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
Tetrachloroethene	ND	0.0043		mg/Kg-dry	1	5/30/2006
Toluene	ND	0.0043		mg/Kg-dry	1	5/30/2006
1,1,1-Trichloroethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
1,1,2-Trichloroethane	ND	0.0043		mg/Kg-dry	1	5/30/2006
Trichloroethene	ND	0.0043		mg/Kg-dry	1	5/30/2006
Vinyl chloride	ND	0.0043		mg/Kg-dry	1	5/30/2006
Xylenes, Total	ND	0.013		mg/Kg-dry	1	5/30/2006

**Qualifiers:**  
 J - Analyte detected below quantitation limits  
 B - Analyte detected in the associated Method Blank  
 HT - Sample received past holding time  
 \* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis  
 S - Spike Recovery outside accepted recovery limits  
 R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 H - Holding time exceeded



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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-2
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:25:00 PM
<b>Lab ID:</b>	06050649-002B	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Mercury</b>						
	<b>SW7471A</b>				Prep Date: 5/23/2006	Analyst: JG
Mercury	0.55	0.027		mg/Kg-dry	1	5/24/2006
<b>Metals by ICP/MS</b>						
	<b>SW6020 (SW3050B)</b>				Prep Date: 5/23/2006	Analyst: JG
Arsenic	9.1	1		mg/Kg-dry	10	5/23/2006
Barium	520	1		mg/Kg-dry	10	5/23/2006
Cadmium	1.8	0.52		mg/Kg-dry	10	5/23/2006
Chromium	49	1		mg/Kg-dry	10	5/23/2006
Lead	450	0.52		mg/Kg-dry	10	5/23/2006
Selenium	ND	1		mg/Kg-dry	10	5/23/2006
Silver	1.8	1		mg/Kg-dry	10	5/23/2006
<b>Polynuclear Aromatic Hydrocarbons</b>						
	<b>SW8270C-SIM (SW3550B)</b>				Prep Date: 5/23/2006	Analyst: VS
Acenaphthene	0.27	0.036		mg/Kg-dry	10	5/25/2006
Acenaphthylene	0.63	0.036		mg/Kg-dry	10	5/25/2006
Anthracene	1.1	0.036		mg/Kg-dry	10	5/25/2006
Benz(a)anthracene	4.8	0.36		mg/Kg-dry	100	5/25/2006
Benzo(a)pyrene	3.7	0.36		mg/Kg-dry	100	5/25/2006
Benzo(b)fluoranthene	4.6	0.36		mg/Kg-dry	100	5/25/2006
Benzo(g,h,i)perylene	1.3	0.036		mg/Kg-dry	10	5/25/2006
Benzo(k)fluoranthene	1.4	0.036		mg/Kg-dry	10	5/25/2006
Chrysene	4.2	0.36		mg/Kg-dry	100	5/25/2006
Dibenz(a,h)anthracene	0.52	0.036		mg/Kg-dry	10	5/25/2006
Fluoranthene	8.2	0.36		mg/Kg-dry	100	5/25/2006
Fluorene	0.37	0.036		mg/Kg-dry	10	5/25/2006
Indeno(1,2,3-cd)pyrene	1.4	0.036		mg/Kg-dry	10	5/25/2006
Naphthalene	0.44	0.036		mg/Kg-dry	10	5/25/2006
Phenanthrene	4.6	0.36		mg/Kg-dry	100	5/25/2006
Pyrene	7.4	0.36		mg/Kg-dry	100	5/25/2006
<b>Percent Moisture</b>						
	<b>D2974</b>				Prep Date: 5/23/2006	Analyst: ICD
Percent Moisture	10.3	0.01	*	wt%	1	5/24/2006

**Qualifiers:**

J - Analyte detected below quantitation limits  
 B - Analyte detected in the associated Method Blank  
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 \* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis  
 S - Spike Recovery outside accepted recovery limits  
 R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 H - Holding time exceeded

**STAT Analysis Corporation**

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-3
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:35:00 PM
<b>Lab ID:</b>	06050649-003A	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Volatile Organic Compounds by GC/MS</b>						
		<b>SW5035/8260B</b>			<b>Prep Date: 5/23/2006</b>	<b>Analyst: SK</b>
Acetone	ND	0.059		mg/Kg-dry	1	5/30/2006
Benzene	ND	0.0059		mg/Kg-dry	1	5/30/2006
Bromodichloromethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
Bromoform	ND	0.0059		mg/Kg-dry	1	5/30/2006
Bromomethane	ND	0.012		mg/Kg-dry	1	5/30/2006
2-Butanone	ND	0.012		mg/Kg-dry	1	5/30/2006
Carbon disulfide	ND	0.0059		mg/Kg-dry	1	5/30/2006
Carbon tetrachloride	ND	0.0059		mg/Kg-dry	1	5/30/2006
Chlorobenzene	ND	0.0059		mg/Kg-dry	1	5/30/2006
Dibromochloromethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
Chloroethane	ND	0.012		mg/Kg-dry	1	5/30/2006
Chloroform	ND	0.0059		mg/Kg-dry	1	5/30/2006
Chloromethane	ND	0.012		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
1,2-Dichloroethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethene	ND	0.0059		mg/Kg-dry	1	5/30/2006
cis-1,2-Dichloroethene	ND	0.0059		mg/Kg-dry	1	5/30/2006
trans-1,2-Dichloroethene	ND	0.0059		mg/Kg-dry	1	5/30/2006
1,2-Dichloropropane	ND	0.0059		mg/Kg-dry	1	5/30/2006
cis-1,3-Dichloropropene	ND	0.0059		mg/Kg-dry	1	5/30/2006
trans-1,3-Dichloropropene	ND	0.0059		mg/Kg-dry	1	5/30/2006
Ethylbenzene	ND	0.0059		mg/Kg-dry	1	5/30/2006
2-Hexanone	ND	0.012		mg/Kg-dry	1	5/30/2006
4-Methyl-2-pentanone	ND	0.012		mg/Kg-dry	1	5/30/2006
Methylene chloride	ND	0.012		mg/Kg-dry	1	5/30/2006
Methyl tert-butyl ether	ND	0.0059		mg/Kg-dry	1	5/30/2006
Styrene	ND	0.0059		mg/Kg-dry	1	5/30/2006
1,1,2,2-Tetrachloroethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
Tetrachloroethene	ND	0.0059		mg/Kg-dry	1	5/30/2006
Toluene	ND	0.0059		mg/Kg-dry	1	5/30/2006
1,1,1-Trichloroethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
1,1,2-Trichloroethane	ND	0.0059		mg/Kg-dry	1	5/30/2006
Trichloroethene	ND	0.0059		mg/Kg-dry	1	5/30/2006
Vinyl chloride	ND	0.0059		mg/Kg-dry	1	5/30/2006
Xylenes, Total	ND	0.018		mg/Kg-dry	1	5/30/2006

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 R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 H - Holding time exceeded

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**STAT Analysis Corporation**

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Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-3
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:35:00 PM
<b>Lab ID:</b>	06050649-003B	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Mercury</b>						
	<b>SW7471A</b>				Prep Date: 5/23/2006	Analyst: JG
Mercury	0.47	0.028		mg/Kg-dry	1	5/24/2006
<b>Metals by ICP/MS</b>						
	<b>SW6020 (SW3050B)</b>				Prep Date: 5/23/2006	Analyst: JG
Arsenic	12	1.1		mg/Kg-dry	10	5/23/2006
Barium	370	1.1		mg/Kg-dry	10	5/23/2006
Cadmium	2	0.55		mg/Kg-dry	10	5/23/2006
Chromium	24	1.1		mg/Kg-dry	10	5/23/2006
Lead	610	0.55		mg/Kg-dry	10	5/23/2006
Selenium	ND	1.1		mg/Kg-dry	10	5/23/2006
Silver	ND	1.1		mg/Kg-dry	10	5/23/2006
<b>Polynuclear Aromatic Hydrocarbons</b>						
	<b>SW8270C-SIM (SW3550B)</b>				Prep Date: 5/23/2006	Analyst: VS
Acenaphthene	0.24	0.038		mg/Kg-dry	10	5/24/2006
Acenaphthylene	0.38	0.038		mg/Kg-dry	10	5/24/2006
Anthracene	1.1	0.038		mg/Kg-dry	10	5/24/2006
Benz(a)anthracene	5.1	0.38		mg/Kg-dry	100	5/25/2006
Benzo(a)pyrene	4.2	0.38		mg/Kg-dry	100	5/25/2006
Benzo(b)fluoranthene	5.7	0.38		mg/Kg-dry	100	5/25/2006
Benzo(g,h,i)perylene	1.3	0.038		mg/Kg-dry	10	5/24/2006
Benzo(k)fluoranthene	2.1	0.038		mg/Kg-dry	10	5/24/2006
Chrysene	4.3	0.38		mg/Kg-dry	100	5/25/2006
Dibenz(a,h)anthracene	0.53	0.038		mg/Kg-dry	10	5/24/2006
Fluoranthene	7.9	0.38		mg/Kg-dry	100	5/25/2006
Fluorene	0.36	0.038		mg/Kg-dry	10	5/24/2006
Indeno(1,2,3-cd)pyrene	1.4	0.038		mg/Kg-dry	10	5/24/2006
Naphthalene	0.29	0.038		mg/Kg-dry	10	5/24/2006
Phenanthrene	4.1	0.38		mg/Kg-dry	100	5/25/2006
Pyrene	7.9	0.38		mg/Kg-dry	100	5/25/2006
<b>Percent Moisture</b>						
	<b>D2974</b>				Prep Date: 5/23/2006	Analyst: ICD
Percent Moisture	13.4	0.01	*	wt%	1	5/24/2006

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\* - Non-accredited parameter

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S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

H - Holding time exceeded

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-4
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:45:00 PM
<b>Lab ID:</b>	06050649-004A	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Volatile Organic Compounds by GC/MS</b>						
	<b>SW5035/8260B</b>		<b>Prep Date: 5/23/2006</b>		<b>Analyst SK</b>	
Acetone	0.16	0.057		mg/Kg-dry	1	5/30/2006
Benzene	ND	0.0057		mg/Kg-dry	1	5/30/2006
Bromodichloromethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
Bromoform	ND	0.0057		mg/Kg-dry	1	5/30/2006
Bromomethane	ND	0.011		mg/Kg-dry	1	5/30/2006
2-Butanone	0.017	0.011		mg/Kg-dry	1	5/30/2006
Carbon disulfide	ND	0.0057		mg/Kg-dry	1	5/30/2006
Carbon tetrachloride	ND	0.0057		mg/Kg-dry	1	5/30/2006
Chlorobenzene	ND	0.0057		mg/Kg-dry	1	5/30/2006
Dibromochloromethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
Chloroethane	ND	0.011		mg/Kg-dry	1	5/30/2006
Chloroform	ND	0.0057		mg/Kg-dry	1	5/30/2006
Chloromethane	ND	0.011		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
1,2-Dichloroethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethene	ND	0.0057		mg/Kg-dry	1	5/30/2006
cis-1,2-Dichloroethene	ND	0.0057		mg/Kg-dry	1	5/30/2006
trans-1,2-Dichloroethene	ND	0.0057		mg/Kg-dry	1	5/30/2006
1,2-Dichloropropane	ND	0.0057		mg/Kg-dry	1	5/30/2006
cis-1,3-Dichloropropene	ND	0.0057		mg/Kg-dry	1	5/30/2006
trans-1,3-Dichloropropene	ND	0.0057		mg/Kg-dry	1	5/30/2006
Ethylbenzene	ND	0.0057		mg/Kg-dry	1	5/30/2006
2-Hexanone	ND	0.011		mg/Kg-dry	1	5/30/2006
4-Methyl-2-pentanone	ND	0.011		mg/Kg-dry	1	5/30/2006
Methylene chloride	ND	0.011		mg/Kg-dry	1	5/30/2006
Methyl tert-butyl ether	ND	0.0057		mg/Kg-dry	1	5/30/2006
Styrene	ND	0.0057		mg/Kg-dry	1	5/30/2006
1,1,2,2-Tetrachloroethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
Tetrachloroethene	ND	0.0057		mg/Kg-dry	1	5/30/2006
Toluene	ND	0.0057		mg/Kg-dry	1	5/30/2006
1,1,1-Trichloroethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
1,1,2-Trichloroethane	ND	0.0057		mg/Kg-dry	1	5/30/2006
Trichloroethene	ND	0.0057		mg/Kg-dry	1	5/30/2006
Vinyl chloride	ND	0.0057		mg/Kg-dry	1	5/30/2006
Xylenes, Total	ND	0.017		mg/Kg-dry	1	5/30/2006

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- H - Holding time exceeded

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-4
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:45:00 PM
<b>Lab ID:</b>	06050649-004B	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Mercury</b>	<b>SW7471A</b>				Prep Date: 5/23/2006	Analyst: JG
Mercury	0.51	0.028		mg/Kg-dry	1	5/24/2006
<b>Metals by ICP/MS</b>	<b>SW6020 (SW3050B)</b>				Prep Date: 5/23/2006	Analyst: JG
Arsenic	10	1.1		mg/Kg-dry	10	5/23/2006
Barium	360	1.1		mg/Kg-dry	10	5/23/2006
Cadmium	1.8	0.52		mg/Kg-dry	10	5/23/2006
Chromium	27	1.1		mg/Kg-dry	10	5/23/2006
Lead	420	0.52		mg/Kg-dry	10	5/23/2006
Selenium	ND	1.1		mg/Kg-dry	10	5/23/2006
Silver	1.6	1.1		mg/Kg-dry	10	5/23/2006
<b>Polynuclear Aromatic Hydrocarbons</b>	<b>SW8270C-SIM (SW3550B)</b>				Prep Date: 5/23/2006	Analyst: VS
Acenaphthene	0.21	0.037		mg/Kg-dry	10	5/24/2006
Acenaphthylene	0.29	0.037		mg/Kg-dry	10	5/24/2006
Anthracene	0.72	0.037		mg/Kg-dry	10	5/24/2006
Benz(a)anthracene	3.2	0.37		mg/Kg-dry	100	5/26/2006
Benzo(a)pyrene	2.4	0.037		mg/Kg-dry	10	5/24/2006
Benzo(b)fluoranthene	2.8	0.037		mg/Kg-dry	10	5/24/2006
Benzo(g,h,i)perylene	0.99	0.037		mg/Kg-dry	10	5/24/2006
Benzo(k)fluoranthene	1.3	0.037		mg/Kg-dry	10	5/24/2006
Chrysene	2.5	0.037		mg/Kg-dry	10	5/24/2006
Dibenz(a,h)anthracene	0.41	0.037		mg/Kg-dry	10	5/24/2006
Fluoranthene	5.7	0.37		mg/Kg-dry	100	5/26/2006
Fluorene	0.3	0.037		mg/Kg-dry	10	5/24/2006
Indeno(1,2,3-cd)pyrene	1.1	0.037		mg/Kg-dry	10	5/24/2006
Naphthalene	0.25	0.037		mg/Kg-dry	10	5/24/2006
Phenanthrene	3.4	0.37		mg/Kg-dry	100	5/26/2006
Pyrene	5.2	0.37		mg/Kg-dry	100	5/26/2006
<b>Percent Moisture</b>	<b>D2974</b>				Prep Date: 5/23/2006	Analyst: ICD
Percent Moisture	10.2	0.01	*	wt%	1	5/24/2006

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 S - Spike Recovery outside accepted recovery limits  
 R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 H - Holding time exceeded

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**STAT Analysis Corporation**

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIEA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-5
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:55:00 PM
<b>Lab ID:</b>	06050649-005A	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Volatile Organic Compounds by GC/MS</b>						
	<b>SW5035/8260B</b>			<b>Prep Date: 5/23/2006</b>		<b>Analyst: SK</b>
Acetone	ND	0.054		mg/Kg-dry	1	5/30/2006
Benzene	ND	0.0054		mg/Kg-dry	1	5/30/2006
Bromodichloromethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
Bromoform	ND	0.0054		mg/Kg-dry	1	5/30/2006
Bromomethane	ND	0.011		mg/Kg-dry	1	5/30/2006
2-Butanone	ND	0.011		mg/Kg-dry	1	5/30/2006
Carbon disulfide	ND	0.0054		mg/Kg-dry	1	5/30/2006
Carbon tetrachloride	ND	0.0054		mg/Kg-dry	1	5/30/2006
Chlorobenzene	ND	0.0054		mg/Kg-dry	1	5/30/2006
Dibromochloromethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
Chloroethane	ND	0.011		mg/Kg-dry	1	5/30/2006
Chloroform	ND	0.0054		mg/Kg-dry	1	5/30/2006
Chloromethane	ND	0.011		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
1,2-Dichloroethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
1,1-Dichloroethene	ND	0.0054		mg/Kg-dry	1	5/30/2006
cis-1,2-Dichloroethene	ND	0.0054		mg/Kg-dry	1	5/30/2006
trans-1,2-Dichloroethene	ND	0.0054		mg/Kg-dry	1	5/30/2006
1,2-Dichloropropane	ND	0.0054		mg/Kg-dry	1	5/30/2006
cis-1,3-Dichloropropene	ND	0.0054		mg/Kg-dry	1	5/30/2006
trans-1,3-Dichloropropene	ND	0.0054		mg/Kg-dry	1	5/30/2006
Ethylbenzene	ND	0.0054		mg/Kg-dry	1	5/30/2006
2-Hexanone	ND	0.011		mg/Kg-dry	1	5/30/2006
4-Methyl-2-pentanone	ND	0.011		mg/Kg-dry	1	5/30/2006
Methylene chloride	ND	0.011		mg/Kg-dry	1	5/30/2006
Methyl tert-butyl ether	ND	0.0054		mg/Kg-dry	1	5/30/2006
Styrene	ND	0.0054		mg/Kg-dry	1	5/30/2006
1,1,2,2-Tetrachloroethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
Tetrachloroethene	ND	0.0054		mg/Kg-dry	1	5/30/2006
Toluene	ND	0.0054		mg/Kg-dry	1	5/30/2006
1,1,1-Trichloroethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
1,1,2-Trichloroethane	ND	0.0054		mg/Kg-dry	1	5/30/2006
Trichloroethene	ND	0.0054		mg/Kg-dry	1	5/30/2006
Vinyl chloride	ND	0.0054		mg/Kg-dry	1	5/30/2006
Xylenes, Total	ND	0.016		mg/Kg-dry	1	5/30/2006

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 \* - Non-accredited parameter

RL - Reporting / Quantitation Limit for the analysis  
 S - Spike Recovery outside accepted recovery limits  
 R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 H - Holding time exceeded

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Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202-0

Report Date: May 31, 2006

Print Date: May 31, 2006

<b>Client:</b>	Kowalenko & Bilotti, Inc.	<b>Client Sample ID:</b>	S-5
<b>Lab Order:</b>	06050649	<b>Tag Number:</b>	
<b>Project:</b>	06-ENV-003, PD-12, Chicago, IL	<b>Collection Date:</b>	5/22/2006 12:55:00 PM
<b>Lab ID:</b>	06050649-005B	<b>Matrix:</b>	Soil

Analyses	Result	RL	Qualifier	Units	DF	Date Analyzed
<b>Mercury</b>	<b>SW7471A</b>				<b>Prep Date: 5/23/2006</b>	<b>Analyst: JG</b>
Mercury	0.68	0.028		mg/Kg-dry	1	5/24/2006
<b>Metals by ICP/MS</b>	<b>SW6020 (SW3050B)</b>				<b>Prep Date: 5/23/2006</b>	<b>Analyst: JG</b>
Arsenic	9.6	1.1		mg/Kg-dry	10	5/23/2006
Barium	730	1.1		mg/Kg-dry	10	5/23/2006
Cadmium	1.7	0.52		mg/Kg-dry	10	5/23/2006
Chromium	23	1.1		mg/Kg-dry	10	5/23/2006
Lead	480	0.52		mg/Kg-dry	10	5/23/2006
Selenium	ND	1.1		mg/Kg-dry	10	5/23/2006
Silver	3.2	1.1		mg/Kg-dry	10	5/23/2006
<b>Polynuclear Aromatic Hydrocarbons</b>	<b>SW8270C-SIM (SW3550B)</b>				<b>Prep Date: 5/23/2006</b>	<b>Analyst: VS</b>
Acenaphthene	0.67	0.036		mg/Kg-dry	10	5/24/2006
Acenaphthylene	0.7	0.036		mg/Kg-dry	10	5/24/2006
Anthracene	1.5	0.036		mg/Kg-dry	10	5/24/2006
Benz(a)anthracene	7.4	0.36		mg/Kg-dry	100	5/25/2006
Benzo(a)pyrene	5.9	0.36		mg/Kg-dry	100	5/25/2006
Benzo(b)fluoranthene	6.9	0.36		mg/Kg-dry	100	5/25/2006
Benzo(g,h,i)perylene	1.6	0.036		mg/Kg-dry	10	5/24/2006
Benzo(k)fluoranthene	3.6	0.36		mg/Kg-dry	100	5/25/2006
Chrysene	6.2	0.36		mg/Kg-dry	100	5/25/2006
Dibenz(a,h)anthracene	0.68	0.036		mg/Kg-dry	10	5/24/2006
Fluoranthene	13	0.36		mg/Kg-dry	100	5/25/2006
Fluorene	0.81	0.036		mg/Kg-dry	10	5/24/2006
Indeno(1,2,3-cd)pyrene	3.1	0.36		mg/Kg-dry	100	5/25/2006
Naphthalene	1.6	0.036		mg/Kg-dry	10	5/24/2006
Phenanthrene	11	0.36		mg/Kg-dry	100	5/25/2006
Pyrene	13	0.36		mg/Kg-dry	100	5/25/2006
<b>Percent Moisture</b>	<b>D2974</b>				<b>Prep Date: 5/23/2006</b>	<b>Analyst: ICD</b>
Percent Moisture	9.77	0.01	*	wt%	1	5/24/2006

**Qualifiers:**

ND - Not Detected at the Reporting Limit	RL - Reporting / Quantitation Limit for the analysis
J - Analyte detected below quantitation limits	S - Spike Recovery outside accepted recovery limits
B - Analyte detected in the associated Method Blank	R - RPD outside accepted recovery limits
HT - Sample received past holding time	E - Value above quantitation range
* - Non-accredited parameter	H - Holding time exceeded

24/26

**STAT**

Analysis Corporation

2255 W. Harrison Suite B, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386  
 e-mail address: STATInfo@STATAnalysis.com AIHA, NVLAP and NELAP accredited

**CHAIN OF CUSTODY RECORD**

N<sup>o</sup>: 813226 Page: / of /

Company: Kowalenko + Bilecki, Inc.  
 Project Number: 06-ENY-003 Client Tracking No.:  
 Project Name: PD-12  
 Project Location: Chicago, IL  
 Sampler(s): Tom Breckstein  
 Report To: Tom Breckstein Phone: 312-853-0580  
 QC Level: 1 2 3 4 e-mail: 312-853-0311

P.O. No.: 06-ENY-003  
 Quote No.:  
 Turn Around:  
 Results Needed:

Client Sample Number/Description:	Date Taken	Time Taken	Matrix	Comp	Grab	Preserv	No. of Containers	Remarks	amt/pm Tab No.
S-1	5-22-06	12:15	S	✓	✓	F	5		
S-2	5-22-06	12:25	S	✓	✓	F	5		
S-3	5-22-06	12:35	S	✓	✓	F	5		
S-4	5-22-06	12:45	S	✓	✓	F	5		
S-5	5-22-06	12:55	S	✓	✓	F	5		

Relinquished by: (Signature) Thomas A. Breckstein Date/Time: 5-22-06/13:24  
 Received by: (Signature) [Signature] Date/Time: 5/22/06 13:14  
 Relinquished by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 Received by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 Relinquished by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_  
 Received by: (Signature) \_\_\_\_\_ Date/Time: \_\_\_\_\_

Laboratory Work Order No.: 06050649  
 Received on file: Yes  No   
 Temperature: ON TR

Comments:  
 Preservation Code: A = None B = HNO<sub>3</sub> C = NaOH  
 D = H<sub>2</sub>SO<sub>4</sub> E = HCl F = 5035/ExCare G = Other

NOVA ENVIRONMENTAL



**Sample Receipt Checklist**

Client Name **K&B**

Date and Time Received: **5/22/2006**

Work Order Number **06050649**

Received by: **JCH**

Checklist completed by:

*[Signature]*  
Signature

**5/22/06**  
Date

Reviewed by:

*[Initials]*  
Initials

**5/23/06**  
Date

Matrix Carrier name Client Delivered

- Shipping container/cooler in good condition? Yes  No  Not Present
- Custody seals intact on shipping container/cooler? Yes  No  Not Present
- Custody seals intact on sample bottles? Yes  No  Not Present
- Chain of custody present? Yes  No
- Chain of custody signed when relinquished and received? Yes  No
- Chain of custody agrees with sample labels/containers? Yes  No
- Samples in proper container/bottle? Yes  No
- Sample containers intact? Yes  No
- Sufficient sample volume for indicated test? Yes  No
- All samples received within holding time? Yes  No
- Container or Temp Blank temperature in compliance? Yes  No  Temperature On Ice °C
- Water - VOA vials have zero headspace? Yes  No  No VOA vials submitted Yes  No
- Water - Samples pH checked? Yes  No  Checked by: \_\_\_\_\_
- Water - Samples properly preserved? Yes  No  pH Adjusted? \_\_\_\_\_

Any No response must be detailed in the comments section below.

Comments:

Client / Person contacted: \_\_\_\_\_

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

Contacted by: \_\_\_\_\_

Response:

From: Debbie Tiley At: Columbian Agency FaxID: To: Tom

Date: 10/24/2006 09:57 AM Page: 2 of 2

**RECEIVED**  
 OCT 24 2006  
 PUBLIC BUILDING  
 COMMISSION

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR DT ALLBR-1	DATE (MM/DD/YYYY) 10/24/06
PRODUCER Columbian Agency www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 Phone: 815-485-4100		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.	
INSURED  All-Bry Construction Company 16W455 S. Frontage Rd. Ste 111 Burr Ridge IL 60527		INSURERS AFFORDING COVERAGE INSURER A <b>Lincoln General</b> INSURER B <b>Society Insurance</b> INSURER C <b>Virginia Surety Co</b> INSURER D <b>Continental Western Ins Co</b> INSURER E <b>St. Paul Travelers</b>	NAIC #

**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.

TRAILER NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC	FLX100037-00	04/15/06	04/15/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ca occurrence) \$ 1,000,000 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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP414208	12/13/05	12/13/06	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION <b>None</b>	DXS2566167-21	04/15/06	04/15/07	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A1200037492	12/12/05	12/12/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA/PP/OT/PE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	EQUIPMENT FLOATER	QT 6605985C49 6	10/04/06	07/14/07	

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

It is agreed that The Public Building Commission of Chicago and the City of Chicago are added as additional insured on the general liab if required by written contract as re: 12th District Police Station, 1400 S Ashland, Chicago, IL.

<b>CERTIFICATE HOLDER</b>  PUBLIC  Public Building Commission of Chicago 50 W Washington St, Rm 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 30 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 [Signature]
--	--



October 5, 2006

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

Thomas W. Girouard  
All Bry Construction Company  
16W455 S. Frontage Road, Suite 111  
Burr Ridge, IL 60527

BOARD OF COMMISSIONERS

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MONTEL M. GAYLES

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

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
JOE HARMENING

RE: **Notice of Award**  
Contract No.: 1450  
Type of Work: Removal of Conaminated Soil  
Project: 12<sup>th</sup> District Police Station

Dear Mr. Girouard:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on October 3, 2006 the Commission awarded to your company Contract No. 1450 in the amount of \$65,000.00.

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 October 11, 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. Gallagher  
Trinal  
P. Spieles