

Contractor: K.R. MILLER CONTRACTORS, INC.
Address: 1624 COLONIAL PARKWAY
City/State/Zip: INVERNESS, I.L. 60067
Phone Number: (847) 358-6400
Fax Number: (847) 358-6464

TO BE EXECUTED IN DUPLICATE

**BOOK 1:
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

CONTRACT NO. 1452 *6*

JOB ORDER CONTRACT

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

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 2 "Standard Terms and Conditions for Construction dated January 2007 and incorporated as if fully set forth here by this reference; and by Book 1, Book 3, Book 4, plans, drawings, exhibits, and attachments as appropriate.

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DOCUMENT SUBMITTAL CHECKLIST

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

1. Bid Form 1, Bid Form 2 and Bid Form 3 (Section Five)
2. Submit Appropriate Proposal (Section Five)
 - Proposal To Be Completed By a Corporation (if Applicable); or
 - Proposal To Be Completed By a Partnership; or
 - Proposal To Be Completed By a Sole Proprietor
3. Affidavit of Uncompleted Work
4. Disclosure of Retained Parties
5. Affidavit of Non-Collusion
6. Acceptance of the Bid
7. Schedule B - Affidavit of Joint Venture (if applicable)
8. Management Plan (To Be Inserted By the Bidder)
9. Bid Guarantee (To Be Inserted By the Bidder)
10. Administrative Fee (To Be Inserted By the Bidder)

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. Statement of Bidder's Qualifications
2. Financial Statement (Article 15, Section Two, Book 1)
3. Disclosure Affidavit (Article 16, Section Two, Book 1 and Section 21.13 Book 2)

* ON FILE WITH PBC AS OF 6/8/06

SECTION ONE - PROJECT INFORMATION

1. GENERAL PROJECT INFORMATION

The following specifications supplement Section Two "Instructions to Bidders" and Section Six "Additional Documents to be Executed."

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

Job Order Contracting

(Contract # 1452)

B. Scope of Work

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Notice-to-Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Commission furnished, needed perform the necessary improvements. **This Contract is to be used primarily for the construction of Commission Campus Park Improvements and Phase 1 Site Preparations.** The Commission reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

1. A Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of infrastructure, buildings, structures, or other real property. Ordering is accomplished by issuance of a Work Order against the Contract.
2. Under the JOC concept, the Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Work Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction.
3. The JOC includes a Construction Task Catalog[®] (CTC[®]). This CTC[®] was developed by the PBC and is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing Chicago cost data. The labor prices are based on prevailing wages in the Chicago area, as determined by the Illinois Department of Labor. The CTC[®] also incorporates local activity, climate and geographic features.
4. Bidders will offer a price adjustment to be applied to the CTC[®] unit price. The CTC[®] and the Contractor's Adjustment Factors will be incorporated in the awarded Contract.
5. The JOC concept also includes a provision for the establishment of prices for Work requirements which are within the general scope of Work but were not included in the CTC[®] at the time of Contract award. These tasks are referred to as "Non Pre-priced Tasks". Non Pre-priced (NPP) Tasks may require the

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establishment of specifications and drawings and may subsequently be incorporated into the CTC®.

- C. User Agency: **TBD for each Work Order**
- D. Commission's Representative's Name, Address, and Phone Number:
Jonathan Van Daveer
The Gordian Group
121 North LaSalle
Chicago, IL 60602
312-744-9511
- E. Architect's Name, Address, and Phone Number: **TBD for each Work Order**
- F. Commission's Project Manager: **TBD for each Work Order**
- G. Ward: **Various Wards**
- H. City Funded?:(Yes/No) **Yes**
- I. Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of Bidders" for details): **No**
- J. Request for Information (RFI): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org no later than **4:00 pm Monday, February 12, 2007**. RFIs received after this date and time will not be considered.
- K. Documents Available from: (Commission Representative, address, phone #)
- L. **Mandatory Pre-Bid Meeting Date, Time, and Location: Thursday, February 8, 2007 at 10:00 am** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
- M. Bid Opening Location, Date and Time: Bids will be publicly opened and read at Richard J. Daley Center, 50 W. Washington, Room 200 on **Wednesday, February 21, 2007 at 11:00 AM**
- N. Performance and Payment Bond: **\$5,000,000**
- O. Amount of Bid Deposit: **\$25,000**
- P. Administrative Fee: **\$5,000.00**
- Q. Document Deposit: **\$50.00 (non refundable)**
- R. Cost for Additional Documents (per set): **\$50.00 (non refundable)**
- S. Award of Contract: Attention is called to Section Two, Article 24 "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.
- T. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
- U. City of Chicago Residency Requirement = **50%**

2. CONTRACT PERFORMANCE PERIOD

- A. This is a Contract is effective for the period of 12 months from the date of award or the expenditure of the maximum value of the Contract, whichever occurs first. The Commission shall have the option to extend the term for the Contract for two additional Contract terms of 12 month each from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of the Contract still in force.
- B. Performance time for each Work Order issued under this Contract will be determined

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In accordance with Article III Scope of Work and Procedure for Ordering Work and Article V Time and Progress Schedule of the JOC General Conditions, Book 2.

- C. The Commission is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Work Orders begins.

3. CONTRACT AMOUNT

- A. The minimum Contract amount for the initial Contract term is \$50,000.
- B. The maximum Contract amount for the first Contract term and each of the additional terms is \$8,000,000 plus any carry over amounts from the initial term or any option term(s). The maximum value of the Contract is \$24,000,000.

4. CONTRACT DOCUMENTS

- A. The Contract Documents constituting component parts of this Contract are the following:
1. Book 1: Instructions and Execution Documents (Note: Book 1 and Book 2 are bound together)
 2. Book 2: Terms and Conditions
 3. Book 3: Construction Task Catalog® (CD-ROM)
 4. Book 4: JOC Technical Specifications and Standard Drawings (CD-ROM)

5. BID PRICING

- A. Each bidder must submit **three Adjustment Factors** in order to be considered responsive. The first Adjustment Factor is to be applied to that Work anticipated to be accomplished during Normal Working Hours. The second Adjustment Factor will be applied to that Work anticipated to be accomplished on an Other than Normal Working Hour basis. The third Adjustment Factor is to be applied to Non Pre-priced work tasks. **Adjustment Factors must be specified to the fourth decimal place.**
- B. For bid evaluation purposes, only, the following weighting factors shall be used to determine the combined adjustment factor;

<u>Adjustment Factor</u>	<u>Weight</u>
Normal Working Hours	0.90
Other Than Normal Working Hours	0.05
Non Pre-priced	0.05

- C. CTC® is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.2000) to the Unit Prices listed in the CTC®. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.
- D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 - 00-8 of Book Three - the CTC® for a complete explanation of what is included in the Unit Prices and what is not.

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- E. Any revision by the Illinois Department of Labor to the applicable prevailing hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by the Commission for Work performed under the Contract.

6. **CONTRACTOR'S MANAGEMENT PLAN**

- A. The Bidder is required to submit four copies of its plan for management of the Contract. The title of the submittal shall be **"MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING."** The Contractor's Management Plan must be submitted with the Bidder's bid documents.
- B. In addition to the proposal documents and other required submittals, the Contractor's Management Plan will be used by the Commission to determine the responsibility of the Bidder to perform the Contract. Therefore the Bidder should take great care in the preparation of the management plan.
- C. The management plan must be customized for this particular Contract. The Bidder is expected to evaluate the requirements of the Contract, assimilate the information provided at the pre-bid meeting and provide meaningful narrative regarding the topics mentioned below.
- D. The Bidder may be determined non-responsive for failure to submit the Management Plan for Execution of Job Order Contracting and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the Commission.
- E. The Management Plan shall include as a minimum the following information and organized specifically as shown below:
1. **Construction and Operations Management Plan:**
A narrative description of how you propose to execute the project, including but not limited to:
 - a. Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.
 - b. Your approach to subcontracting vs. performing the work with your own forces. The self-performance requirement is 10% based on actual hours worked. Identify the types of work you intend to perform with your own forces and provide: 1) a list of only those employees and only that equipment you intend to use to perform the proposed work under this Contract; 2) evidence on past projects of your ability to self-perform the work you intend to self-perform. Based on your understanding of the type of work to be accomplished, specifically state how you intend to meet the self-performance requirements of the Contract.
 - c. The M/WBE goals for this contract are 24% and 4%. Please discuss how you plan to meet or exceed the goals. List Those M/WBE firms and their duties that you anticipate utilizing on this Contract. **Be aware that the Contractor will be required to meet or exceed the goals on each project.**
 - d. The Contractor is required to participate in the development and documentation of the scope of work for each Work Order. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
 - e. The Contractor prepares a price proposal from the CTC[®]. Explain in detail your planned procedure for developing price proposals for projects in the

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range of \$1 million to \$5 million dollars within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of price proposals in regards to verifying that the items in the price proposal are required of the detail scope of work at the correct quantity.

- f. Provide a safety plan and your approach to accident prevention. Provide the name qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site.
 - g. Provide your approach to the expeditious close out of projects, correction of unacceptable work, and punch list procedures.
 - h. Incidental Architectural and Engineering services maybe required in support of individual work orders. Furthermore, more extensive Architectural and Engineering services that result in stamped plans may be ordered. Please identify how you intend to perform or have performed the Architectural and Engineering tasks as required by individual Work Orders for both situations above. If you plan to establish relations with architectural and engineering firms, so identify.
 - i. The specifications require:
 - (1) All material to be removed from the site shall be tested for hazardous materials by the Contractor's independent Licensed Environmental Consultant and shall be legally disposed of in accordance with Section 21.06 "Disposal of Materials, Construction Debris, Soil, and Waste" of Book 2, all at the Contractor's cost. In no case shall these materials be reused anywhere on other portions of the Site. All Contractor's personnel shall be trained in the proper handling of such materials.
 - (2) Should special disposal means be legally required for such materials, the Contractor shall submit to the Commission a certified report from its Licensed Environmental Consultant stating that all regulations and procedures were adhered to in the disposal of said materials.
 - (3) Please identify your intended Licensed Environmental Consultant.
2. Management Team:
- a. Provide an organizational chart.
 - b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, perform joint scopes, prepare proposals, negotiate with subcontractors, supervise construction, perform administration tasks, prepare and submit LEED documentation and environmental reports and documentation.
 - c. Provide resumes of the Key Personnel listed in Book 2, JOC General Conditions and what experience and qualities will enhance the management and/or operations of this project. Resumes shall be prepared as follows: 1) Experience: in descending chronological order list for each experience: the position held, the dates in that position, the company, the major duties performed, and major projects for which the nominated person had direct responsibility in that position. 2) Education: list all schools of higher education attended and degree(s) achieved and other certificates of education earned.
 - d. Comment on how you intend to meet the minimum level of staffing and

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your plan for adjusting staffing levels to changing work volumes.

3. **Experience and Reference Information**

a. Provide: 1) a listing of all comparable contracts (i.e. JOC Contracts, indefinite quantity type Contracts, management of multiple projects and multiple sites, with multiple subcontractors simultaneously), and 2) a listing of large site work type projects commensurate with the type of projects anticipated at the Commission currently under construction and completed in the last five years.

(1) Project Name and Location:

(2) Type of Contract:

(3) Contract Amount:

(4) Date Completed:

(5) Owner Reference and Telephone No.:

(6) A/E Reference and Telephone No.:

(7) Description of why this project is relevant to this Contract:

b. Provided that the Commission accepts the Contractor's Management Plan, it shall be incorporated in this Contract and any deviation from the Management Plan without the express written approval of the Commission may be deemed as event of default under this Contract.

7. CONTRACT AWARD

A. Award will be made to the lowest responsive, responsible bidder. The lowest bid will be determined by the Award Criteria Figure, Section Five, herein.

B. It is the current intention of the Commission to award one (1) Job Order Contract under this solicitation. However, the Commission reserves the right to make additional awards under this solicitation for a period of 210 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor to whom the Contract was awarded; or, if the Contractor to whom the Contract was awarded fails to perform the contract.

C. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.

D. Unbalanced Bid: Bids that the Commission considers in its sole opinion to be materially unbalanced or not responsible will be rejected.

E. Bidders must submit three adjustment factors. Each factor must take into consideration all the direct costs and indirect costs of doing business with the Commission.

1. The first adjustment factor is to be applied against the prices in the CTC[®] for work to be accomplished during normal working hours. The Commission encourages Contractors to bid as competitively as possible, however experience has shown that winning Contractors whose bid for the normal working hours adjustment factor is below 1.1500 have had difficulty in preparing accurate price proposals during implementation. The Bidder must document on Bid Form 3 the methodology used to arrive at the adjustment factor amount to the satisfaction of the Commission. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC[®] against the

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Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.

a. The bidder must be aware that there are numerous business and construction related costs not included in the unit costs and must be considered in the adjustment factors. Following is a synopsis of some of these costs which are shown more completely and in more detail in Book 3 the Construction Task Catalog® pages 00-1 to 00-8.

(1) Business costs, including but not limited to:

- (a) Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
- (b) Profit
- (c) Subcontractor's overhead and profit
- (d) All taxes which are not waived
- (e) The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.

(2) Construction related costs, including but not limited to:

- (a) Services required to obtain filings and permits,
- (b) Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
- (c) Engineering and architectural services other than those required for stamped drawings
- (d) Construction vehicles
- (e) The difference in cost of equipment ownership vs. equipment rental
- (f) Personnel safety equipment
- (g) Traffic barricades, flagmen, groundmen
- (h) Protection of all surfaces during construction
- (i) Daily clean-up and professional final project clean-up
- (j) Difficult and extreme working conditions
- (k) Environmental Consultant Services
- (l) The LEED requirements associated with each Work Order

(3) Price variations.

- (a) Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.

2. The second adjustment factor is to be applied against the prices in the CTC® for work to be accomplished during other than normal working hours. This factor must take into account all the additional costs of working on overtime, shift work and double time basis. The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor by an amount that is reasonable and considered consistent with industry standards. Bid Form 3 must contain adequate description of the methodology, data and information to justify that the Other Than Normal Working Hours Adjustment Factor is reasonable. Failure to provide such

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Justification will result in the bid being declared unbalanced and Article 7.D will apply.

3. The third adjustment factor is to be applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-priced Adjustment Factor must be reasonable and take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **Bid Form 3 must contain adequate description of the methodology, data and information to justify that the Non Pre-priced Adjustment Factor is reasonable. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply.**

8. SELF-PERFORMANCE

The Contractor shall perform with its own organization and forces not less than 10% of the total amount of labor hours performed at the Project site. Note: The Commission has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. The Contractor shall on a monthly basis, provide a report to the Commission showing the amount of self performance per Work Order and accumulative amount of self-performance. Confirmation of the amount of self-performance will be made by examination of the Contractors Certified Payrolls. The percentage calculation does not include field superintendents or office management personnel.

9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

The Commission will furnish to the Contractor one (1) set of electronic documentation 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.

10. NOTICES

In accordance with Book 2 Section 23.05 "Notices," Notices must be addressed as follows:

- A. If to the Commission, notices must be addressed to the attention of the Commission Representative with copies to: the Executive Director.
- B. If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: the Contractor's Bonding Company

11. COMMUNITY HIRING INCENTIVES

Community hiring is not a requirement of this Contract. However, the Contractor can take advantage of the incentives. See Section Five "Basis of Award (Award Criteria)" and in Book 2, Section 21.03 "Chicago Residents as Employees" for details.

12. 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.

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS BY BIDDER

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Construction Task Catalog® (Book 3); Technical Specifications (Book 4); plans; drawings; Addenda (if any); and bonds. The Bidder shall 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. INTERPRETATIONS OR ADDENDA

- A. 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. 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 three (3) business days before bids are opened. Although all addenda will be faxed, emailed, or 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.
- B. 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.

3. INSPECTION OF SITE (INTENTIONALLY DELETED)

4. PRE-QUALIFICATION OF BIDDERS (INTENTIONALLY DELETED)

5. COMPETENCY OF BIDDER

- A. 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. 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.

6. PREPARATION OF BID

- A. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- B. 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

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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.

- C. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- D. 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.
- E. 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.
- F. The Bid Documents shall include the documents specified on the Document Submittal Checklist on page 1.
- G. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - 1. Financial Statement
 - 2. Disclosure Affidavit
 - 3. Statement of Bidder's Qualifications
- H. If the contract is open to bidders that are not pre-qualified as stated in Section One "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit 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.

7. BID GUARANTEE: DEPOSIT AND TIME PERIOD

- A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, Paragraph O "General Project Information" to ensure:
 - 1. Non-withdrawal of the bid after date and time of opening.
 - 2. 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.
- B. 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.
- C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- D. 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.
- E. 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 or more of them, or for any reason rejects all bids.

8. ADMINISTRATIVE FEE

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

9. BIDDER'S EXECUTION OF BID

- A. The Bidder must execute the Bid in two (2) original counterparts.
- B. Bids must be submitted with original signatures in the space provided on the appropriate Section Six, Paragraph D, "Acceptance of the Bid." Bids not properly signed shall be rejected.
- C. 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.
- D. 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.
- E. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- F. 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).

10. 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.

11. ALTERNATES (INTENTIONALLY DELETED)

12. 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.

13. MBE AND WBE COMMITMENTS

If awarded the Contract, the bidder agrees to the terms of Article 23 "MBE/WBE Special Conditions.

14. 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.

15. 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.

16. 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."

17. AFFIDAVIT OF LOCAL BUSINESS (INTENTIONALLY DELETED)

18. 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.

To be qualified to bid on this Contract, the Contractor must be able to demonstrate in The Contractor's Management Plan (see Section One), that the Contractor has successfully completed JOC contracts in the past.

19. DISCLOSURE OF RETAINED PARTIES

Each Bidder shall submit with its bid a fully executed Disclosure of Retained Parties.

20. SUBMISSION OF BID

- A. 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.
- B. Bids received prior to the advertised hour of opening will be securely kept.

- C. 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.

21. WITHDRAWAL OF BIDS BEFORE BID OPENING

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

22. 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.

23. EVALUATION OF BIDS

- A. 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 Award Criteria Figure.
- B. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
- C. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

24. AWARD OF CONTRACT; REJECTION OF BIDS

- A. 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.
- B. The Bidder to whom the award is made will be notified at the earliest possible date.
- C. Upon award of Contract, the Commission will process the Contract for final execution.
- D. 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.

25. PERFORMANCE AND PAYMENT BOND AND INSURANCE

- A. 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.
- B. The Performance and Payment Bond shall be in the form herein and in the amount shown in Section One, Paragraph N herein 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

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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.

- C. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

26. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS

- A. The order of precedence of the components of the Contract Documents shall be as follows:
1. Book 2 - Standard Terms and Conditions and JOC Special Conditions;
 2. Addenda, if any;
 3. Work Order Plans, Drawings and Specifications;
 4. Standard Specifications of the Commission, the City, State or Federal Government, if any;
 5. Book 3 - the Construction Task Catalog®;
 6. Book 4 - The JOC Technical Specifications and Standard Drawings;
 7. Book 1 - Project Information, Instructions, and Execution Documents;
 8. Advertisement for proposals; and
 9. Performance and Payment Bond, if required.
- B. 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.

27. PROTESTS

- A. 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.
- B. 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.

SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

**Contract # 1452
CONTRACT INSURANCE REQUIREMENTS**

The Contractor must provide and maintain at Contractor's own expense, until substantial completion of the project and during completion of punch list work as well as any time Contractor is required to return and perform any additional work for warranty's or any other purpose, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage 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 User Agency as identified in the Work Order RFP 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.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and User Agency 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.

4) Contractors Pollution Liability

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

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extended reporting period of two (2) years. The Public Building Commission and User Agency are to be named as additional insureds on a primary, non-contributory basis.

5) Professional Liability

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

6) 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 following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission and the user agency are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Commission and/or User Agency 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.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. The premium, i.e. the actual cost for any required Railroad Protective Liability Insurance Policy shall be paid by the Commission at the actual cost paid to the insurance company times a multiplier of 1.0000. No mark-ups of any type will be allowed.

B. 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 any coverage has 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 coverage. The Contractor shall advise all insurers of the

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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/or User Agency 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 coverage must be borne by Contractor.

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

The insurance 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 User Agency do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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.

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SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATES

Cook County Prevailing Wage for February 2007

Trade Name	RG	TYP	C	Base	FRKAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	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		38.540	42.000	2.0	2.0	2.0	6.720	6.940	0.000	0.300
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON		ALL		38.200	40.200	2.0	1.5	2.0	6.790	5.620	0.000	0.170
CERAMIC TILE FINISHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		32.440	34.940	1.5	1.5	2.0	6.930	5.320	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		36.300	38.900	1.5	1.5	2.0	9.530	7.250	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
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		38.250	40.250	2.0	2.0	2.0	9.470	11.27	0.000	0.300
LABORER		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	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		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.490
MATERIAL TESTER I		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	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		35.600	37.600	2.0	2.0	2.0	7.500	10.84	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		28.260	31.730	1.5	1.5	1.5	2.600	2.260	0.000	0.000
PILEDRIVER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER		BLD		37.600	39.600	1.5	1.5	2.0	8.660	6.900	0.000	0.940
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	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		25.150	26.000	1.5	1.5	2.0	4.180	2.400	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
TRUCK DRIVER		E ALL 2		29.400	29.800	1.5	1.5	2.0	5.650	4.300	0.000	0.000

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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	5.500	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
TUCKPINTER	BLD		34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether

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for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may

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be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which sare installed in a similar manner.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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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 Flows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists,

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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.

SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1452 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here)

ADD #1 DATED 2/14/07

_____, c) Project Information, Instructions, and Execution Documents (Book 1), d) Book 3 The Construction Task Catalog, e) Book 4 Technical Specifications, and f) 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 Section One "Project Information."

Payment for the Work will be made in the manner set forth in the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

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BID FORM 1 - SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Work Order issued under this Job Order Contract using the Construction Task Catalog® (CTC®) and Technical Specifications incorporated herein with the following adjustment factors:

1. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.1500

(Specify to four (4) decimal places)

2. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.1875

(Specify to four (4) decimal places)

3. Non Pre-priced Adjustment Factor: Contractor shall multiply this factor times the cost of the non pre-priced task as determined in Article III.B.5, JOC General Conditions Book 2

1.0710

(Specify to four (4) decimal places)

4. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated below,

Award Criteria Figure = 8,825,824

EIGHT MILLION EIGHT HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED TWENTY FOUR
(words)

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BID FORM 2 – AWARD CRITERIA CALCULATION

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 may 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 23 to the space provided on Bid Form 1. 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 10, 12, 14, 16, 18 and 20 during construction of the project.

Lines 10, 12 and 14 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 16, 18 and 20 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

CANVASSING FORMULA

Line 1.	Normal Working Hours Adjustment Factor	<u>1.1500</u>
Line 2.	Multiply Line 1 by .90	<u>1.0350</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>1.1875</u>
Line 4.	Multiply Line 3 by .05	<u>.0594</u>
Line 5.	Non Pre-priced Adjustment Factor	<u>1.0710</u>
Line 6.	Multiply Line 5 by .05	<u>.0536</u>
Line 7.	Add lines 2, 4 and 6	<u>1.1480</u>
Line 8.	Maximum Value of Contract, Initial Contract Term	<u>\$8,000,000</u>
Line 9.	Multiply Line 7 by Line 8	<u>9,184,000</u>
Line 10.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	<u>.40%</u>

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Line 11.	Multiply Line 9 by Line 10 by 0.04	<u>146,944</u>
Line 12.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	<u>.50%</u>
Line 13.	Multiply Line 9 by Line 12 by 0.03	<u>137,760</u>
Line 14.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	<u>.40%</u>
Line 15.	Multiply Line 9 by Line 14 by 0.01	<u>36,736</u>
Line 16.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	<u>.05%</u>
Line 17.	Multiply Line 9 by Line 16 by 0.04.	<u>18,368</u>
Line 18.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	<u>.05%</u>
Line 19.	Multiply Line 9 by Line 18 by 0.03	<u>13,776</u>
Line 20.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	<u>.05%</u>
Line 21.	Multiply Line 9 by Line 20 by 0.01	<u>4592</u>
Line 22.	Summation of lines 11,13,15,17, 19 and 21	<u>358,176</u>
Line 23.	Subtract line 22 from Line 9	<u>8,825,824</u>

(Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 23) to the space provided on Bid Form 1 of this proposal. A Contract may be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure. The Commission reserves the right to revise all arithmetic calculations for correctness.

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this Contract, 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 Section 5 "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 Section 5 "Basis of Award (Award Criteria)," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.
- C. Definitions
 1. "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.
 2. "Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.
 3. "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 is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 10, 12, 14, 16, 18 and 20 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

For each 1% deficiency of minority Journeyworkers not utilized toward the goal (Line 10) four cents per hundred dollars of the Awarded Work Order Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .04}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 16) for female Journeyworkers shall be computed in the same way.

For each 1 % deficiency of minority Apprentices not utilized toward the goal (Line 12) three cents per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .03}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 18) for female Apprentices shall be computed in the same way.

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For each 1 % deficiency of minority Laborers not utilized toward the goal (Line 14) one cent per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .01}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 20) for female Laborers shall be computed in the same way.

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.

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:

The classification "White" includes person of Indo-European descent.

The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

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.

The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

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

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

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION

PERCENT OF MINORITY

BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS

CONFIDENTIAL

INSTRUCTIONS:

It is expected that the Bidder perform a detail analysis of the CTC[®]. Explain in detail the process you used to evaluate the pricing in the CTC[®] and how that evaluation process resulted in the bid adjustment factors. The Bidder must demonstrate to the Commission that adequate analysis was conducted to justify your bid adjustment factors. This must be in detail for each of the three adjustment factors below: Use additional sheets as required.

PART 1: CALCULATION OF THE NORMAL WORKING HOURS ADJUSTMENT FACTOR:

Unit price book for this contract was evaluated versus our current CPS & USPS JOC Contracts. Cost history for sample projects were evaluated versus this unit price book. All were evaluated to estimate the effect that LEED requirements would have on the adjustment factor.

PART 2: CALCULATION OF THE OTHER THAN NORMAL WORKING HOURS ADJUSTMENT FACTOR:

It was assumed that non-normal working hours would be a minimum on a campus park scenario, thus lowering the actual difference of the normal to non-normal factors in an effect to be competitive on an overall basis.

PART 3: CALCULATION OF THE NON PRE-PRICED ADJUSTMENT FACTOR:

It is assumed that non-pre priced work items would be incorporated with unit price book adjustment factors. The 7.1% adjustment covers bond & insurance costs and allows for a 5% OH&P on all non-pre priced work.

PROPOSAL TO BE EXECUTED BY A CORPORATION

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

K.R. MILLER CONTRACTORS, INC.
a corporation duly organized and existing under the laws of the State of ILLINOIS and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on _____, 20____, 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 2.21.07, 2007 to the Public Building Commission of Chicago, for Contract No. 1452 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: KEITH R. MILLER
Vice President: JAMES HEIDORN
Secretary: SUSAN MILLER
Treasurer: KEITH R. MILLER
Assistant Secretary: N/A

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 21st day of FEBRUARY, 2007.

Susan Miller
Secretary

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.** _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC@., 9) **Addenda Nos. (none unless indicated here)**__, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME: _____
(print or type)

BUSINESS ADDRESS: _____
(print or type)

If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature:	Address:
_____	_____
_____	_____
_____	_____

State of _____
County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____
20_____
(Seal)

Notary Public Signature

Commission Expires: _____

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1452

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No. _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC®, 9) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(print or type)

BUSINESS ADDRESS: _____
(print or type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____, 20 ____
by _____ (name/s of person/s)

Notary Public Signature

(Seal)

Commission Expires: _____

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1452

SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE BID

BID FORM A: Affidavit of Uncompleted Work

PART 1: 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. (NOTE: Part 1 = Part 2 + Part 3)

	1	2	3	4	Awards Pending	TOTALS
Project	University Station	ISTHA - Elgin Plaza	CPS - HOWLAND SCHOOL	USPS - JOC		
Contract With	Blue Island Dev. Corp	Kenny Const	CPS	US Postal		
Estimated Completion Date	5-1-07	8-1-07	8-1-07	8-1-09		
Total Contract Price	38,000,000	8,300,000	3,990,000	MAX 2,000,000		
Uncompleted Dollar Value if Firm is the GC	3,500,000		1,000,000	1,000,000	0	5,500,000
Uncompleted Dollar Value if Firm is a Subcontractor		900,000				900,000
TOTAL VALUE OF ALL WORK						6,400,000

PART 2: 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)						

PUBLIC BUILDING COMMISSION OF CHICAGO
 CONTRACT No. 1452

	1	2	3	4	Awards Pending	TOTALS
Miscellaneous Concrete	50,000	100,000	130,000	50,000	0	330,000
Fireproofing						
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
GENERAL CONDITIONS	100,000	75,000	150,000	50,000		375,000
TOTALS	150,000	175,000	280,000	100,000		705,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1452

PART 3: 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	Elite	K+K	Schinder	JG	
Type of Work	Electrical	Steel	Elevator	Work	
Subcontract Price	5,000,000	1,200,000	100,000	Future	
Amount Uncompleted	500,000	200,000	100,000	(Unknown)	
Subcontractor	Professional	MJ Connelly	JM Polcurr		
Type of Work	Plumbing	Alum/Glass	450,000		
Subcontract Price	4,000,000	1,000,000	Electrical		
Amount Uncompleted	700,000	200,000	200,000		
Subcontractor	Westside	Sclaris	Pinto		
Type of Work	HVAC	Roofing	Finishes		
Subcontract Price	3,600,000	300,000	400,000		
Amount Uncompleted	700,000	150,000	200,000		
Subcontractor	Selvigren	Bone	Pomero		
Type of Work	Finishes	Elevator	Steel		
Subcontract Price	5,500,000	225,000	150,000		
Amount Uncompleted	1,450,000	100,000	50,000		
Subcontractor		Crouch-Seranko	Knickerbocker		
Type of Work		Masonry	Roofing		
Subcontract Price		500,000	300,000		
Amount Uncompleted		75,000	150,000		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	3,350,000	725,000	700,000		

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1452

Affidavit of Uncompleted Work (continued)

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

[Handwritten Signature]
Signature

FEB 21, 07
Date

KEITH R. MILLER
Name (Type or Print)

PRECLOSER
Title

K.R. Miller Contractors
Bidder Name

1624 Colonial Pkwy
Address

Inverness IL 60067
City State Zip

Subscribed and sworn to before me
this 21st day of February, 2007

[Handwritten Signature]
Notary Public

(SEAL)

Commission expires:



BID FORM B: Disclosure of Retained Parties

DEFINITIONS AND DISCLOSURE REQUIREMENTS

- A. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- B. 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.
- C. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

CERTIFICATION

Contractor hereby certifies as follows:

D. This Disclosure relates to the following transaction: _____

Description of goods or services to be provided under Contract: _____

E. Name of Contractor: _____

F. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the Contract Documents.

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

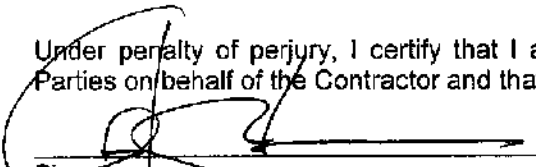
Retained Parties:

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

Disclosure of Retained Parties (continued)

- G. The Contractor understands and agrees as follows:
1. 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.
 2. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 3. 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.



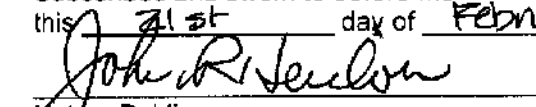
Signature
KEITH R. MUEHL
Name (Type or Print)

2/21/07

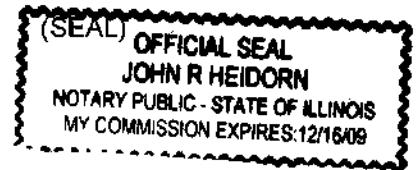
Date
PRESIDENT

Title

Subscribed and sworn to before me
this 21st day of February, 20 07



Notary Public
Commission expires: 12/16/09



BID FORM C: Affidavit Of Non-collusion

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

KEITH R. MILLER, being first duly sworn, deposes and says that:

(1) He/She is PRESIDENT
(Owner, Partner, Officer, Representative or Agent) of K.R. MILLER CONTRACTORS, INC.
the Bidder that has submitted the attached Bid;

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

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

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

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

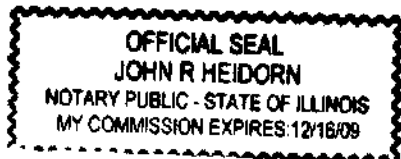
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

[Signature]
(Signed)
PRESIDENT
(Title)

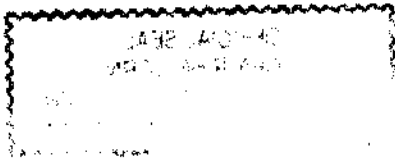
Subscribed and sworn to before me this 21st day of FEBRUARY 20 07

[Signature]
Notary Public - State of Illinois
(Title)

My Commission expires: 12/16/09



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BID FORM D: 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)

K.R. MILLER CONTRACTORS INC

Contractor Name

1624 COLONIAL PARKWAY
INVERNESS IL 60067

Address

If a Corporation:

By [Signature]

President

Title of Signatory

ATTEST:
By [Signature]

Secretary

Title

CORPORATE SEAL

If a Partnership:

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

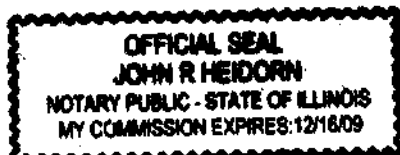
Signature _____

NOTARY PUBLIC

County of Cook State of ILLINOIS
Subscribed and sworn to before me on this 21st day of February, 2007.

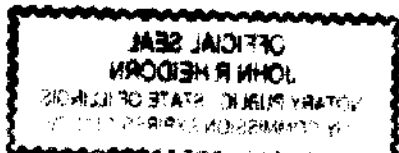
[Signature]
Notary Public Signature
Commission Expires: 12/16/09

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1452

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**BID FORM E: SCHEDULE B - Joint Venture Affidavit
(1 of 3)**

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

1. Name of joint venture _____
2. Address of joint venture _____

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

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

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

5. Nature of joint venture's business

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

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

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County

State of _____ County

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

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

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

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

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

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

Notary Public
Commission expires:
(SEAL)

Notary Public
Commission expires:

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1452

SECTION SEVEN - DOCUMENTS TO BE ON FILE WITH THE COMMISSION AT THE TIME OF BIDDING

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 K.R. MILLER CONTRACTORS, INC

Submitted By KEITH MILLER

Title PRESIDENT

Permanent Main Office Address 1624 COLONIAL PARKWAY, INVERNESS, IL 60067

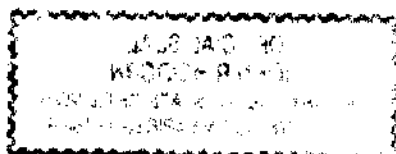
Local Address 312 N. MAY ST UNIT 4A
CHICAGO, IL 60607

Local Telephone No. and FAX No. (312) 432-1070 / 1071

How many years operating as contractor for work of this nature? 16

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	CHICAGO PUBLIC SCHOOLS - JOC	8,000,000/yr	2004-2007	JOB ORDER CONTRACT
2.	CHICAGO PUBLIC DIST - JOC	6,000,000/yr	2000-2003	JOB ORDER CONTRACT
3.				
4.				
5.				
6.				
7.				
8.				



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 K.R. MILLER CONTRACTORS, INC
- B. State and City in which incorporated INVERNESS, ILLINOIS
- C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes X No _____
- D. Name and address of registered agent in Illinois
KEITH MILLER 1624 COLONIAL PARKWAY INVERNESS, IL
- E. Names and titles of officers authorized to sign contracts

<u>KEITH R. MILLER</u>	<u>PRESIDENT</u>
Name	Title
<u>JAMES HEIDORN</u>	<u>VICE - PRESIDENT</u>
Name	Title

If submitted by a partnership:

- F. Firm Name _____
- G. Official Address _____
- H. Names of all Partners: _____

If submitted by an individual:

- I. Firm Name _____
- J. The Owner _____
- K. Official Address _____

[Signature]
Signature of Affiant

Subscribed and sworn to before me this 21st day of FEBRUARY 2007

[Signature]
Notary Public
My Commission expires: 12/16/09

(SEAL)

