

BC

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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

**PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. 1539**

**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX  
8010 SOUTH KOSTNER AVENUE  
RENOVATION  
PROJECT #05560**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

**ISSUED FOR BID ON DECEMBER 6, 2011**

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.*

**MARCH 2011**

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- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**
- 2. Insurance Requirements**
- 3. Community Area Map**

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**I. INTRODUCTION**

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 2A, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

**II. PROJECT INFORMATION**

**A. General Information**

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

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**8010 SOUTH KOSTNER AVENUE**  
**RENOVATION**  
**PROJECT #05560**

**Bidders must be pre-qualified by the PBC to bid on this Project.**

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, the project scope of work includes a two-story Linked Annex, interior renovation of select areas within the existing school, and site improvements. This project will implement the newly created two-story 30,000 square feet Linked Annex Prototype. The Annex will include nine (9) general classrooms, two specialty classrooms, one new computer lab, dining area with warming kitchen, two offices, storage, MDF room ,toilet facilities, and green roof with a minimum area totaling 25% of the Annex building roof area.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: **\$10,280,000.00** (excluding Allowances and Commission's Contingency Funds).
4. User Agency: **Chicago Public Schools**
5. Project is located in Ward: **13**
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the West Lawn, Chicago Lawn, and Ashburn Community Areas as designated on Exhibit# 3 Community Area Map.

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7. Requests for Information: send to Public Building Commission of Chicago, Attn: Gary S. Bell, Contract Officer by (email) [garybell@cityofchicago.org](mailto:garybell@cityofchicago.org) or (fax) 312-744-3572
8. Contract Documents Available at: **BHFX Digital Imaging, 19 South Wabash Ave., Chicago, IL 60603**
9. Online Contract Documents Available at:  
<http://planroom.bhfx.net/PNOnline/viewdetails.asp?a=details&prid=7372>
10. **Pre-Bid Meeting** Date, Time, and Location: **Monday, December 12, 2012** at 10:00AM in the CL-115 Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. **\*Mandatory Technical Review Meeting** for invited Pre-qualified Bidders: **Monday, December 12, 2012 at 11:00AM, in room CL115.** An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.  
  
**\*NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. **Site Visit Meeting: Thursday, December 15, 2011 at 10:00AM at project site located at 8010 South Kostner Avenue. Visitors are to enter at the school main entrance.**
13. **Bid Opening** Date and Time: **Thursday, January 19, 2012 at 11:00AM**
14. Amount of Bid Deposit: **5% amount of bid**
15. Amount of Commission's Contingency Fund: **\$300,000.00**
16. Document Deposit: **N/A**
17. Cost for Additional Documents (per set): **At the Contractor's own expense.**
18. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
19. Source of Funding: **City of Chicago**

**B. Time of Completion**

- ~~Substantial Completion of the Work (except as noted below) must be achieved not later than November 14, 2012.~~
- a. Substantial Completion for Work within Area of Work I is required no later than November 14, 2012
  - x.b. Substantial Completion for Work within Area of Work II is required no later than August 17, 2012.
  - z.c. Substantial Completion for Work within Area of Work III is required no later than August 17, 2012.
  - d. Substantial Completion for Work within Area of Work IV is required no later than February 28, 2013.

**C. Commission's Contingency Fund**

1. The Commission's Contingency Fund for this project is: **\$300,000.00**
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

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

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

**E. Liquidated Damages**

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph B above. The Contractor and the Commission

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understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Substantial Completion of Project	\$2,500 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

**F. Prevailing Wage Rates**

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of labor.

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**III. INSTRUCTIONS FOR BIDDERS**

**A. 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 to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

**B. Interpretations of Addenda**

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Gary Bell, Contract Officer, email; [garybell@cityofchicago.org](mailto:garybell@cityofchicago.org) or by fax 312-744-3572. 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. Although all addenda will be faxed, e-mailed, or mailed to each Bidder 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.

**C. Inspection of Site**

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

**D. Pre-Qualification of Bidders**

1. Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

**E. Evidence of Continuing Qualifications of Bidder**

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

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**F. Preparation of Bid**

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



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**G. Bid Deposit:**

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

**H. Bidder's Execution of Bid**

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

**I. 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.

**J. MBE and WBE Commitments**

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and **Schedule B-** Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete **Schedule C-** Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

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**K. Local Business Subcontracting Participation and Community Hiring**

In order to ensure that local businesses that provide subcontracting work to general contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

1. Local Subcontracting Requirement
  - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - b. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
2. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
  - a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
  - b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

**L. 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.

**M. Disclosure of Retained Parties**

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

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**N. Submission of Bid**

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" 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.

**O. Withdrawal of Bids before Bid Opening**

Any Bidder may withdraw its bid by letter, facsimile, e-mail 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.

**P. 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.

**Q. Evaluation of Bids**

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

**R. Basis of Award**

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

**S. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

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2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
  - a) Insurance To Be Provided By the Contractor  
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must 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.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. 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.

**T. Protests**

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

**U. Licensing**

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

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**V. Award Of Contract; Rejection Of Bids**

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, February 21, 2012 and that the bid may not be withdrawn until that time.**
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1539, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1, 2

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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 Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information."

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**BID FORM**

ITEM	AMOUNT
WORK	\$ 9,579,000-
SITE WORK ALLOWANCE	\$300,000.00
COMMISSION'S CONTINGENCY FUND	\$300,000.00
<b>TOTAL BASE BID</b>	\$ 10,179,000-
<b>AWARD CRITERIA FIGURE</b> (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 9,690,408-

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p>Continental Casualty Company</p> <hr/> <p>333 S. Wabash Avenue, 41st Floor</p> <hr/> <p>Chicago, Illinois 60604</p> <hr/>
--

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
4	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	\$35.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$20.00



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00
25	Furnish, place and compact drainage material CA-7	Tons	\$16.00
26	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
29	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
30	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00

**Total Allowance Fund = \$300,000.00**

**NOTES:**

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]  
Secretary

Ral Emanuel

Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

F.H. Paschen, S.N. Nielsen & Associates LLC  
Contractor Name

5515 N. East River Road, Chicago, Illinois 60656  
Address

If a Corporation:

By \_\_\_\_\_

President  
Title of Signatory

ATTEST:

By \_\_\_\_\_

Secretary  
Title

If a Partnership:

Robert Zitek  
Partner by FHP Management, Inc., Sole Manager  
by Robert F. Zitek, Authorized Agent & Sr. V.P.

5515 N. East River Road, Chicago, Illinois 60656  
Address

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

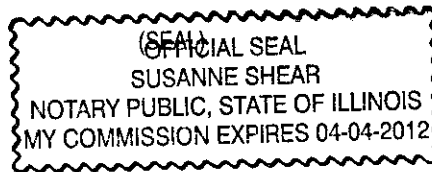
If a Sole Proprietorship:

\_\_\_\_\_  
Signature

NOTARY PUBLIC

County of Cook State of IL  
Subscribed and sworn to before me on this 19th day of January, 20 12.

Susanne Shear  
Notary Public Signature  
Commission Expires: April 4, 2012



Approved as to form and legality

Quanta Epting  
Neal & Leroy, LLC

Date: 1/26/12

CERTIFICATE

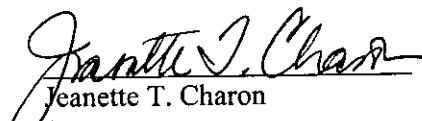
I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for execution of the construction of the various projects bid by F. H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
Lyle Shear	Agent
W. Mark Barkowski	Agent
Christian D. Blake	Agent
Charles Freiheit	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
David Wainwright	Agent
Leo J. Wright	Agent
Jeanette T. Charon	Agent
David P. Roy	Agent

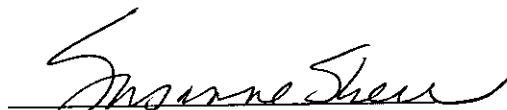
I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 18<sup>th</sup> day of January, 2012.

  
Jeanette T. Charon  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 18th day of January, 2012.

  
Notary Public

OFFICIAL SEAL  
SUSANNE SHEAR  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 04-04-2012

**CERTIFICATION OF F.H. PASCHEN,  
S.N. NIELSEN & ASSOCIATES LLC**

F. H. Paschen, S.N. Nielsen & Associates LLC, hereby certifies that the Operating Agreement of F.H. Paschen, S.N. Nielsen & Associates LLC, executed by all the members of F. H. Paschen, S.N. Nielsen & Associates LLC, states that FHP Management, Inc., is its Sole Manager and that its Sole Manager and the Manager's duly authorized Officers and Agents, have full and unrestricted authority on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC to take whatever actions they deem necessary in their sole discretion and to execute and deliver any and all documents, instruments and papers which in their sole discretion may be necessary, expedient or proper in furtherance of its construction projects, including but not limited to all bid documents, bid bonds and construction contracts.

F. H. Paschen, S.N. Nielsen & Associates LLC

By: FHP Management, Inc., Sole Manager

By: \_\_\_\_\_

Frank H. Paschen, Sole Shareholder and  
Sole Director

Dated: July 14, 2010

COPY

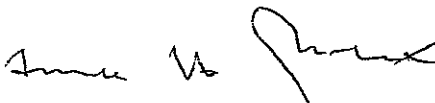
ACTION BY UNANIMOUS CONSENT OF THE  
SOLE DIRECTOR OF FHP MANAGEMENT, INC.

The undersigned, being the Sole Director of FHP Management, Inc., a corporation organized under the laws of the State of Illinois, does hereby take the following action without a meeting pursuant to the authority of the Illinois Business Corporation Act, as follows:

Resolved, that the following are hereby authorized to execute and deliver for and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, joint venture agreements, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient or proper for execution of the construction of the various projects bid by F.H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent
James Habschmidt	Agent
David Wainwright	Agent

Resolved further, that the Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary and each Assistant Secretary of the Corporation is authorized to certify the foregoing resolution to any third party to further the business operations of the Company and business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

  
\_\_\_\_\_  
Frank H. Paschen, Sole Director

Dated; July 14, 2010

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**V. PROPOSAL SUPPORT DOCUMENTS**

**A. Basis of Award (Award Criteria)**

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the *Equal Employment Act* and the *Illinois Human Rights Act*.

**1. Instructions**

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the truck drivers. Watchmen and custodial workers are not creditable in the formula.

**2. Award Criteria Formula**

Line 1.	Total Base Bid, in figures	<u>10,179,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>203,580</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>152,685</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>50,895</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>40,716</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	<u>0.10</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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	(Maximum figure 0.10)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>30,537 -</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>10,179 -</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>488,592 -</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>9,690,408 -</u>
<b>Award Criteria Figure</b> (Insert Line 15 of Award Criteria Formula): \$		<u>9,690,408 -</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

"Residents of the project community" shall mean persons domiciled within the project area as stated in Section II.A.6., above.

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

**4. Liquidated Damages**

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

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

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

$$\frac{\text{Line 1 x 04}}{100}$$

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

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

$$\frac{\text{Line 1 x 03}}{100}$$

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

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 01}}{100}$$

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

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

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication Subcontractors, shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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



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

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**6. Major Trades**

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Steel Fabricators (in shop or on-site)
Ornamental Iron Workers	Technical Engineers
Lathers	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.

<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
Bricklayers	30%
Carpenters	35%
Cement Masons	25%
Electricians	25%
Glaziers	25%
Ornamental Iron Workers	15%
Lathers	25%
Operating Engineers	25%
Painters	40%
Plasterers	40%
Plumbers	35%
Roofers	35%
Sheet Metal Workers	40%
Sprinkler Fitters	35%



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NOT APPLICABLE

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

*This form need not be filled in if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-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.  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**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.

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,

\_\_\_\_\_  
to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

that he or she was properly authorized by

(Name of Joint Venture)

(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her

\_\_\_\_\_  
to execute the affidavit and did so as his or her

free act and deed.

free act and deed.

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1539  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Stevenson Elementary School Annex

Project Number: 05560

FROM:

Midway Contracting Group, LLC MBE XX WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

_____ a Sole Proprietor	_____ CC _____ a Corporation
_____ a Partnership	_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7/21/2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Selective Demolition and Asbestos Abatement

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

\$71,000.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1539  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

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

**PARTIAL PAY ITEMS**

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

---

---

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Midway Contracting Group, LLC

Name of MBE/WBE Firm (Print)  
1/19/2012

Date  
708-342-1200

Phone

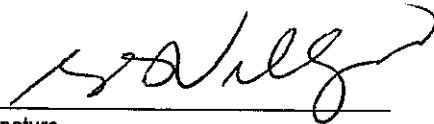
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature  
Aaron Villegas

Name (Print)

Signature

Name (Print)

MBE      WBE      Non-MBE/WBE



THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

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ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

July 21, 2011

Aaron A. Villegas, President/Owner  
Midway Contracting Group, LLC  
7413 Duvan Drive, Unit 2A  
Tinley Park, IL 60477

Annual Certification Expires: July 21, 2012

Dear Mr. Villegas:

Congratulations on your continued eligibility for Certification as a **MBE (9)** by Cook County Government. This **MBE (6)** Certification is valid until **July 21, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **July 21, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE (9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**CONSTRUCTION: ASBESTOS ABATEMENT; ENVIRONMENTAL REMEDIATION; SELECTIVE DEMOLITION.**

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (9)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall  
Director  
LH/ss



August 24, 2011

Aaron A Villegas  
Midway Contracting Group Llc  
7413 Duvan Drive  
Suite 2  
Tinley Park, IL 60477-3721

Certification Expires: July 21, 2012

Re: MBE Recognition Certification Approval  
(Cook County)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Cook County's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with Cook County.

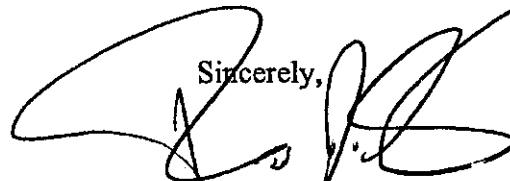
At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,



Ruddy I. Ortiz  
Deputy Director  
Business Enterprise Program

(L59MBE)

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Stevenson Elementary School Annex

Project Number: 05560

FROM:

Atrium MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated OCT 7 2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$279,500.00

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

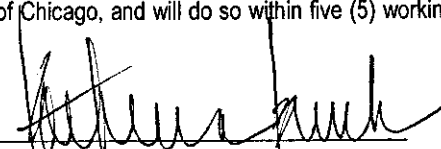
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Atrium  
Name of MBE/WBE Firm (Print)  
1/19/2012  
Date  
630-739-6100  
Phone

  
Signature  
Kamreen Bruch  
Name (Print)

IF APPLICABLE:

By:

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

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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October 7, 2011

Kathleen Brunch  
Atrium, Inc.  
17113 Davey Road  
Chicago, IL 60439

**Annual Certificate Expires: October 5, 2016**

Dear Kathleen Brunch:

We are pleased to inform you that Atrium, Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until **October 5, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 5, 2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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**Atrium, Inc.**

**Page 2**

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

**NAICS – 561730 – LANDSCAPE CARE AND MAINTENANCE SERVICES**

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

Thank you for your continued interest in the City's Woman owned Business Enterprise (WBE) Program.

Sincerely,

Michael Chambers  
Senior Compliance Officer  
CITY OF CHICAGO  
City Hall

TA

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**SCHEDULE C - Letter of Intent from MBE/WBE**

**To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Stevenson Elementary School Annex

Project Number: 05560

FROM:

Garth Construction SVS Corp MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

_____ a Sole Proprietor	_____ a Corporation
_____ a Partnership	<u>X</u> a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/2/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Install and furnish masonry  
\_\_\_\_\_  
\_\_\_\_\_

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

\$310,000.00  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:  
Install and furnish masonry \$310,000.00

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Garth Construction Svs Corp

Name of MBE/WBE Firm (Print)

Jan. 19, 2012

Date

708-758-6885

Phone

IF APPLICABLE:

By:

Larmco Co., Inc.

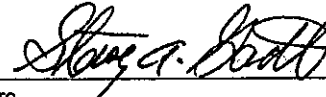
Joint Venture Partner (Print)

1/19/12

Date

708-758-6885

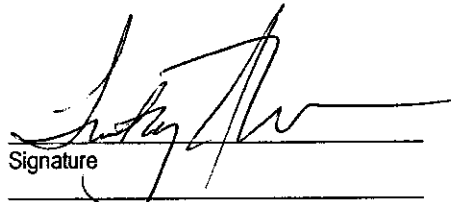
Phone



Signature

Steven A. Garth

Name (Print)



Signature

Name (Print)

MBE  WBE  Non-MBE/WBE



THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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JOAN PATRICIA MURPHY  
JESUS G. GARCIA  
EDWIN REYES

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3rd Dist.	JOHN P. DALEY	11th Dist.
4th Dist.	JOHN A. FRITCHEY	12th Dist.
5th Dist.	LARRY SUFFREDIN	13th Dist.
6th Dist.	GREGG GOSLIN	14th Dist.
7th Dist.	TIMOTHY D. SCHNEIDER	15th Dist.
8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
	ELIZABETH ANN DODDY GORMAN	17th Dist.



March 2, 2011

COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

Mr. Steven A. Garth Sr., President  
Garth Masonry Corporation d/b/a Garth Construction Services  
2741 East 223<sup>rd</sup> Street  
Chicago Heights, IL 60411

**Certification Expires: April 9, 2012**

Dear Mr. Garth:

Congratulations on your continued eligibility for Certification as a **MBE (6)** by Cook County Government. This **MBE (6) Certification** is valid until **April 9, 2012**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE (6)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commended if your firm is found to be involved in bidding or contractual irregularities.

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

**CONSTRUCTION: GENERAL CONTRACTOR; CONCRETE & MASONRY; FLEXICORE AND PRECAST INSTALLATION; INSTALL, SUPPLY STEEL REINFORCEMENT FLOOR (REBAR)**

Your participation on County contracts will be credited toward **MBE (6)** goals only in your area of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (6)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall  
Contract Compliance Director

LH/ehw



Printed on Recycled Paper

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

*This form need not be filled in if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-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 Garth/Larmco LLC JV
  
2. Address of joint venture 20001 Blackstone Ave  
Lynwood, Il 60411
  
3. Phone number of joint venture 708-758-6885
  
4. Identify the firms that comprise the joint venture  
Garth Construction SVS Corp  
Larmco Company, Inc.
  - 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.)  
Supervision, furnish bricklayers, laborers, equipment, negotiate contracts, work up change order cost and material purchasing
  
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
Larmco Co., Inc. (Larry L. Mueller) has been in the construction industry for over 50 years. Larmco Co. has been in business for 44 years increasing volume each year.
  
5. Nature of joint venture's business  
Masonry Contractors
  
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? 50 %
  
8. Specify as to:
  - A. Profit and loss sharing 50 %
  
  - B. Capital contributions, including equipment 50 %
  
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
N/A
  
  
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
N/A

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**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

Steven A. Garth, Garth Construction SVS Corp & Larry L. Mueller, Larmco Company, Inc.

B. Management decisions such as:

1) Estimating

Steven A. Garth & Larry L. Mueller

2) Marketing and Sales

Steven A. Garth & Larry L. Mueller

3) Hiring and firing of management personnel

Steven A. Garth & Larry L. Mueller

4) Other

N/A

C. Purchasing of major items or supplies

Steven A. Garth & Larry L. Mueller

D. Supervision of field operations

Steven A. Garth & Timothy J. Mueller

E. Supervision of office personnel

Steven A. Garth & Larry L. Mueller

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.

The Joint Venture was established in 1997. Both Joint Venture Companies sign checks, supervise project construction & jointly keep the books. Joint Venture has completed several projects so cash has been established

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.

All personnel will be employees of the Joint Venture

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

N/A

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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.

Garth Construction Svs. Corp

Name of Joint Venturer

*Steven A. Garth*

Signature

Steven A. Garth

Name

President

Title

1/19/12

Date

State of IL County of Cook

On this 19 day of Jan, 2012

before me appeared (Name)

\_\_\_\_\_

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

GarthConstruction SVS Corp

to execute the affidavit and did so as his or her

free act and deed.

*Kay E Mueller*

Notary Public

Commission expires:

(SEAL)



Larmco Company, Inc.

Name of Joint Venturer

*Timothy J. Mueller*

Signature

Timothy J. Mueller

Name

Vice President

Title

1/19/12

Date

State of IL County of Cook

On this 19 day of Jan, 2012

before me appeared (Name)

\_\_\_\_\_

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Larmco Company, Inc.

to execute the affidavit and did so as his or her

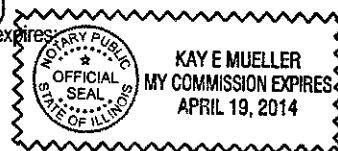
free act and deed.

*Kay E Mueller*

Notary Public

Commission expires:

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Stevenson Elementary School Annex

Project Number: 05560

FROM:

**GARTH BUILDING PRODUCTS & SERVICES**      MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 09/29/2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

**MATERIALS**

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

\$150,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

**GARTH BUILDING PRODUCTS**

Name of MBE/WBE Firm (Print)  
**JANUARY 19, 2012**

Date  
**708-757-6733**

Phone

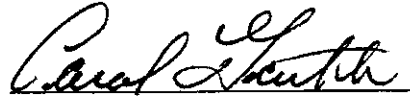
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature  
**CAROL GARTH**

Name (Print)

Signature

Name (Print)

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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September 29, 2011

Carol Garth  
Garth Building Products & Services  
2741 East 223rd Street  
Chicago Heights, IL 60411

**Annual Certificate Expires: August 31, 2012**

Dear Carol Garth:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 31, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

**Distributor of Construction Materials; Weather Proofing Services**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written over the word "Sincerely,".

Michael Chambers  
Senior Compliance Officer



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Stevenson Elementary School Annex

Project Number: 05560

FROM:

F.E.L. SERVICES, INC. MBE  WBE   
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 14, 2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Carpentry + Drywall Services

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

\$585,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

F. E. L. Services Inc.

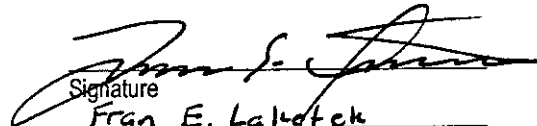
Name of MBE/WBE Firm (Print)

1/20/12

Date

(847) 705-1776

Phone



Signature

Fran E. Lakotek

Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_

Joint Venture Partner (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

Phone

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (Print)

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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November 14, 2011

Fran E Laketek  
F.E.L. Services, Inc.  
453 South Vermont Street  
Unit A  
Palatine, IL 60067

**Annual Certificate Expires: October 1, 2012**

Dear Fran E Laketek:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **October 1, 2012**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **8/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Stevenson Elementary School

Project Number: 05560

FROM:

Fullerton Industrial Supply MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

FH Pasdun SN Nielsen and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor  
\_\_\_\_\_ a Partnership

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/18/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Plumbing and Heating Supply

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

\$ 216,400.00

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

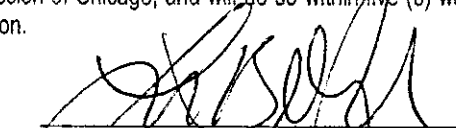
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Fullerton Industrial Supply, Inc.  
Name of MBE/WBE Firm (Print)

1/20/12  
Date

773-525-3003  
Phone

  
\_\_\_\_\_  
Signature  
Lauren Bellagamba  
Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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August 18, 2011

Lauren Bellagamba  
Fullerton Industrial Supply, Inc.  
1456 W. Fullerton Ave.  
Chicago, IL 60614

**Annual Certificate Expires: June 1, 2013**

Dear Lauren Bellagamba:

Congratulations on your continued eligibility for certification as a **Minority and Women Business Enterprise (MBE/WBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

**DISTRIBUTOR OF INDUSTRIAL SUPPLIES AND EQUIPMENT  
(INCLUDING JANITORIAL SUPPLIES, PLUMBING SUPPLIS, ELECTRICAL  
SUPPLIES, FASTENERS, WELDING SUPPLIES, SAFETY SUPPLIES,  
ABRASIVES, HAND TOOLS, POWER TOOLS, PRESSING TOOLS, UTILITY  
LOCATING EQUIPMENT, DRAIN CLEANING & DIAGNOSTIC EQUIPMENT,  
MEASURING TOOLS, PAIN, WIRE ROPE CLIPS, HOOKS, SHACKLES,  
HARDWARE SUPPLIES, FILTERS, POLY BAGS, HEATING VENTILATION  
AND AIR-CONDITIONING (HVAC) SUPPLIES)**

Your firm's participation on City contracts will be credited only toward Minority and Women Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority and Women Business Enterprise (MBE/WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in cursive script that reads "Karen Patterson d.c.". The signature is written in dark ink and is positioned above the typed name and title.

Karen Patterson  
Deputy Director

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Stevenson Elementary School Annex

Project Number: 05560

FROM:

DIVERSIFIED GENERAL CONTRACTORS MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor

X a Corporation

\_\_\_\_\_ a Partnership

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 4/1/12. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

HVAC SERVICE + INSTALLATION, subcontracting - Sheetmetal, Controls, + INSULATION.

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

ONE MILLION TWO HUNDRED SIXTY FIVE THOUSAND + <sup>00</sup>/<sub>100</sub>  
(\$1,265,000.00)



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

38 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

By:

DIVERSIFIED GENERAL CONTRACTORS

Name of MBE/WBE Firm (Print)

1/19/12

Date

708-474-2905

Phone

Signature

Name (Print)

MELVIN ARMSTRONG

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

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

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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March 16, 2011

Melvin Armstrong  
Diversified General Contractor, Inc.  
17935 Chappel Ave  
Lansing, IL 60438

**Annual Certificate Expires: April 1, 2012**

Dear Melvin Armstrong:

**Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until April 1, 2012.**

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **1/31/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

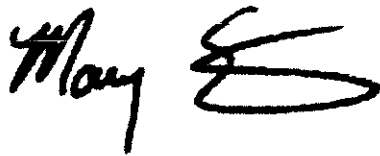
**CONSTRUCTION MANAGEMENT SERVICES; HVAC SERVICE AND**

## INSTALLATION; TRUCKING; HAULING AND EXCAVATION

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott  
Acting Managing Deputy

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: Stevenson Elementary School - Contract No. 1539  
  
Description of goods or services to be provided under Contract  
General Construction  
\_\_\_\_\_
2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC
3. EACH AND EVERY lobbyist 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.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENS ON ELEMENTARY SCHOOL LINKED ANNEX**

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

Name of Project: Stevenson Elementary School Annex

STATE OF ILLINOIS }  
} SS  
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
Authorized Agent & Sr. Vice President, Robert F. Zitek

Title and duly authorized representative of

F.H. Paschen, S.N. Nielsen & Associates LLC

Name of General Contractor whose address is  
5515 N. East River Road

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Midway Contracting Group, LLC	Demolition/Environmental	\$ 71,000	\$
Atrium, Inc.	Landscaping	\$	\$ 279,500
Garth Construction SVS Corp.	Masonry	\$ 310,000	\$
Garth Building Products & Services	Construction Supply	\$	\$ 150,000
F.E.L. Services, Inc.	Carpentry & Drywall	\$ 585,000	\$
Fullerton Industrial Supply	Plumbing & Heating Supply	\$ 216,400	\$
Diversified Mechanical Contractors	Mechanical	\$ 1,265,000	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 2,447,400</b>	<b>\$ 429,500</b>
<b>Percent of Total Base Bid</b>		24 %	4 %

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

By:

F.H. Paschen, S.N. Nielsen & Associates LLC

Name of Contractor (Print)  
January 19, 2012

Date  
773-444-3474

Phone

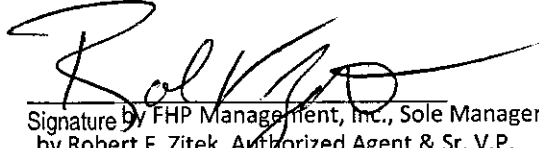
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

  
Signature by FHP Management, Inc., Sole Manager  
by Robert F. Zitek, Authorized Agent & Sr. V.P.  
Name (Print)

Signature

Name (Print)

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENS ON ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE E - Request for Waiver from MBE/WBE Participation

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

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

Dear Mrs. Cabonargi:

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

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

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

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

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

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

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

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

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

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

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





**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	
Contract Number	Gwendolyn	4 MW Gen Bldg	Fire Station 16	McClellan 63073	
Contract With	PBC	Sewer & Water Bd	PBC	IDOT	
Estimated Completion Date	July 2011	May 2012	June 2012	Nov 23, 2010	
Total Contract Price	\$34,855,000	\$7,989,264	\$10,679,000	\$10,460,560	<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor	\$3,855,000	\$4,244,524	\$9,829,671	\$338,825	\$547,995,087
Uncompleted Dollar Value if Firm is the Subcontractor					\$0
<b>Total Value of All Work</b>					<b>\$547,995,087</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					<b>Accumulated Totals</b>
Earthwork				\$0	\$9,010,522
Portland Cement Concrete Paving				\$0	\$14,765,203
HMA Plant Mix					\$0
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces				\$0	\$271,688
Hwy, R.R. & Wtrwy Strctrs				\$55,000	\$69,334,961
Drainage					\$8,279,425
Electrical					\$0
Cover and Seal Coats					\$0
Concrete Construction				\$0	\$12,270,026
Landscaping					\$0
Fencing					\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling					\$0
Demolition					\$2,833,500
Pavement Markings ( Paint )					\$0
Other Construction (List)				\$0	\$453,000
Building Construction	\$50,000	\$573,160	\$1,600,000		\$36,110,155
					\$0
					\$0
<b>Totals</b>	<b>\$50,000</b>	<b>\$573,160</b>	<b>\$1,600,000</b>	<b>\$55,000</b>	<b>\$153,328,479</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4
Subcontractor	Terra Demolition	Durr Heavy	Techica	Kapur
Type of Work	Demolition	Excavation	Abatement	Survey
Subcontract Price	\$75,000	\$454,738	\$354,000	\$98,354
Amount Uncompleted		\$28,220	\$231,000	\$0
Subcontractor	Earth Inc.	Balfour Beatty Rail	Revcon	Geneva
Type of Work	Excavation	Rail	Pile	Asphalt
Subcontract Price	\$1,211,634	\$143,800	\$84,300	\$458,501
Amount Uncompleted			\$84,300	\$40,311
Subcontractor	Sanchez Paving	Golf South	Sanchez	Gateway
Type of Work	Asphalt	Piling	Asphalt Paving	Rebar Erection'
Subcontract Price	\$149,225	\$810,229	\$20,500	\$107,420
Amount Uncompleted	\$37,225	\$54,000	\$20,500	\$5,767
Subcontractor	Hartford & Son	Nola	D and b	Homar
Type of Work	Utility	Concrete	Concrete	Tree removal
Subcontract Price	\$201,530	\$1,282,801	\$250,000	\$12,634
Amount Uncompleted	\$23,832	\$758,675	\$250,000	\$0
Subcontractor	Atrium	Accurate Steel	Fence Master	Alpine
Type of Work	Landscape	Steel Erection	Fence	Demolition
Subcontract Price	\$497,890	\$454,546	\$112,000	\$50,100
Amount Uncompleted	\$292,014	\$402,198	\$112,000	\$3,200
Subcontractor	Illinois Masonry	ABG	Atrium	GFS
Type of Work	Masonry	Caulking	Landscape	Guard Rail'
Subcontract Price	\$1,884,089	\$23,500	\$347,000	\$195,941
Amount Uncompleted		\$23,500	\$347,000	\$26,025
Subcontractor	Carlo Steel	Bernard Mechanical	Degraf	Laredo system
Type of Work	Steel	HVAC	Concrete	Landscape
Subcontract Price	\$2,246,100	\$907,090	\$399,392	\$137,774
Amount Uncompleted	\$26,204	\$688,187	\$399,392	\$55,178
Subcontractor	Qunico Steel	Fisk'	F and B	Gillen
Type of Work	Steel Erection	Electrical	Masonry	Sheeting
Subcontract Price	\$571,986	\$677,448	\$1,200,000	\$1,123,838
Amount Uncompleted		\$597,636	\$1,200,000	\$19,382
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$26,745,797	\$5,163,364	\$7,911,808	\$2,680,916
Amount Uncompleted	\$3,425,725	\$3,671,364	\$5,585,479	\$133,962
Total Uncompleted	\$3,805,000	\$6,223,780	\$8,229,671	\$283,825

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.



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	5	6	7	8	9
Contract Number	Coastal Harbor150	51R-1	Schurz H S	Brighton Park	Lake St. Column Rk
Contract With	PBC	City of Des Plaines	CPS	PBC	CDOT
Estimated Completion Date	Oct 31, 2011	June 15, 2011	July 30, 2011	June, 2010	June 1, 2011
Total Contract Price	\$15,461,491	\$11,552,960	\$10,927,387	\$22,699,005	\$6,694,159
Uncompleted Dollar Value if Firm is the Prime Contractor	\$6,174,076	\$588,234	\$1,072,172	\$300,207	\$1,742,744
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$572,750	\$0			\$66,000
Portland Cement Concrete Paving		\$0			
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		\$0			
Hwy, R.R. & Wtrwy Strctrs	\$2,283,034				
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction		\$10,000			\$87,500
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					\$453,000
Building Construction			\$50,000		
Totals	\$2,855,784	\$10,000	\$50,000	\$0	\$606,500

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	9
Subcontractor	Industrial Fence	Kapur	Fence Co.	C Szabo	S & J
Type of Work	Fence	Survey	Fence	Utility	Steel Erection
Subcontract Price	\$64,910	\$73,650	\$2,863	\$385,508	\$1,819,751
Amount Uncompleted	\$3,964	\$0		\$0	\$36,351
Subcontractor	Mega Steel	Kalgen	Vixen	Wingren	Kapur
Type of Work	Rebar Erection	Q/C	Curb	Landscape	Survey
Subcontract Price	\$159,159	\$108,119	\$91,230	\$312,998	\$38,650
Amount Uncompleted	\$159,159	\$0	\$52,250	\$0	\$9,195
Subcontractor		Arrow Road	MBB Enterprize	Beverly	Bigane
Type of Work		Asphalt	Masonry	Asphalt	Paving
Subcontract Price		\$1,528,917	\$250,000	\$32,309	\$350,876
Amount Uncompleted		\$124,664	\$128,320	\$0	\$264,654
Subcontractor		Lindahl	M Cannon	Universal	Aldridge Elec
Type of Work		Excavation	Roofing	Misc Metal.	Electrical
Subcontract Price		\$2,118,300	\$108,925	\$111,926	\$504,982
Amount Uncompleted		\$123,402	\$108,925	\$0	\$347,731
Subcontractor		Lady Lighting	Cobra	Kremer Davis	Midwest Fence
Type of Work		Electrical	Drywall	Glass	Fence
Subcontract Price		\$953,422	\$40,015	\$76,000	\$14,516
Amount Uncompleted		\$150,407	\$10,230	\$0	\$8,733
Subcontractor		GFS	Midway Overhead	L B Hall	Atrium
Type of Work		Fence	Doors	Fire protection	Landscape
Subcontract Price		\$124,775	\$6,750	\$175,758	\$182,372
Amount Uncompleted		\$15,142		\$0	\$182,372
Subcontractor		Natural Creation	J P Phillips	Just rite	Homer
Type of Work		Landscaping	Plaster	Accoustical Clg	Tree Removal
Subcontract Price		\$191,640	\$33,500	\$305,000	\$6,449
Amount Uncompleted		\$66,414	\$3,350		\$850
Subcontractor		Maintenance Coatii	Mr. David	Mid America	SEI Coatings
Type of Work		Pavement Mkg	Carpet	Elevator	Paint
Subcontract Price		\$60,559	\$10,350	\$164,707	\$39,950
Amount Uncompleted		\$4,085		\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$11,580,525	\$750,367	\$7,276,804	\$18,466,053	\$3,926,086
Amount Uncompleted	\$3,155,169	\$94,120	\$719,097	\$300,207	\$286,358
Total Uncompleted	\$3,318,292	\$578,234	\$1,022,172	\$300,207	\$1,136,244

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.



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	10	11	12	13	14
Contract Number	Osborne School	S. Plaquemines HS	Contact 62478	Contact 62479	Contact 64815
Contract With	Lousiana DOE	Plaquemines Paris	IDOT	IDOT	IDOT
Estimated Completion Date	January 2012	July 2012	Sept 12, 2012	Sept 12, 2012	Oct 12, 2012
Total Contract Price	\$21,375,000	\$37,164,000	\$30,486,604	\$42,262,987	\$22,406,848
Uncompleted Dollar Value if Firm is the Prime Contractor	\$19,790,520	\$36,386,569	\$25,888,137	\$37,691,395	\$18,187,407
Uncompleted Dollar Value if Firm is the Subcontractor					

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork			\$1,487,500	\$3,100,000	
Portland Cement Concrete Paving			\$4,900,417	\$7,088,534	\$358,000
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs			\$4,653,770	\$6,903,082	\$10,258,243
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction				\$1,100,000	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition			\$340,000		
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$2,252,000	\$3,900,000			
<b>Totals</b>	<b>\$2,252,000</b>	<b>\$3,900,000</b>	<b>\$11,381,687</b>	<b>\$18,191,616</b>	<b>\$10,616,243</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	10	11	12	13	14
Subcontractor	Eustis Eng	Riverlands	Gallahger Asphalt	Gallahger Asphalt	Road Safe
Type of Work	Design	Survey	Asphalt	Asphalt	Traffic control
Subcontract Price	\$75,000	\$30,000	\$3,643,608	\$4,941,117	\$105,070
Amount Uncompleted	\$46,625	\$30,000	\$3,586,130	\$4,933,728	\$105,070
Subcontractor	Riverlands	Accurate Steel Ere	Lake Cty	Lake Cty	Davenport
Type of Work	Survey	Steel Erection	Excavation	Excavation	electrical
Subcontract Price	\$40,889	\$1,142,018	\$4,765,136	\$7,005,255	\$62,078
Amount Uncompleted	\$20,000	\$1,142,018	\$4,131,925	\$6,366,703	\$27,052
Subcontractor	J & A Construction	WEB	Van Mack	Van Mack	Old Chicago
Type of Work	Concrete	Misc. Metal	Electrical	Electrical	Resteel Install
Subcontract Price	\$1,400,000	\$476,200	\$966,214	\$1,659,523	\$1,279,840
Amount Uncompleted	\$1,277,296	\$476,200	\$926,846	\$1,570,299	\$1,245,635
Subcontractor	Southern Masonry	Kemco	GFS	GFS	Korneffel
Type of Work	Masonry	Waterproofing	Fence	Fence	Piling
Subcontract Price	\$1,344,000	\$165,030	\$62,691	\$109,182	\$598,618
Amount Uncompleted	\$1,344,000	\$165,030	\$61,431	\$109,182	\$383,567
Subcontractor	Accurate Steel	Alpine Roofing	Natural Creation	Natural Creation	Laredo
Type of Work	Steel	Roofing	Landscaping	Landscaping	Landscaping
Subcontract Price	\$2,000,000	\$1,240,000	\$1,380,475	\$1,730,673	\$224,465
Amount Uncompleted	\$2,000,000	\$1,240,000	\$1,357,687	\$1,730,673	\$212,646
Subcontractor	KMT Painting	J-Kaulk Firestoppi	Homer	Homer	Homer
Type of Work	Painting	Firestopping	Tree Service	Tree Service	Tree Service
Subcontract Price	\$127,330	\$80,000	\$59,057	\$183,244	\$16,280
Amount Uncompleted	\$127,330	\$80,000	\$32,709	\$97,635	\$1,600
Subcontractor	Kedmoc	Alpha	Traffic Service	Tough Cut	SEI Coating
Type of Work	Waterproofing	Insulation	Traffic Control	Sawing	Paint
Subcontract Price	\$43,531	\$45,000	\$626,464	\$214,252	\$757,420
Amount Uncompleted	\$43,531	\$45,000	\$592,233	\$214,252	\$757,420
Subcontractor	G & L	Glass Inc.		Gateway	Access Control
Type of Work	Curtain Wall	Glass		Rebar Install	Guardrail
Subcontract Price	\$590,000	\$940,000		\$38,809	\$504,439
Amount Uncompleted	\$590,000	\$940,000		\$38,809	\$449,620
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$15,926,218	\$33,045,752	\$5,567,739	\$6,850,705	\$6,709,554
Amount Uncompleted	\$12,089,738	\$28,368,321	\$3,817,489	\$4,438,498	\$4,388,554
Total Uncompleted	\$17,538,520	\$32,486,569	\$14,506,450	\$19,499,779	\$7,571,164

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.



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	15	16	17	18	19
Contract Number	Thorton Quarry	Belmont/Fullerton	Lift Bridge	Upper DesPlaines	Southwest Middle
Contract With	MWRDGC	CTA	CDOT	MWRDofGC	PBC
Estimated Completion Date	Jan 1, 2011	February 2010	May 31, 2012	May 2009	Oct 1, 2009
Total Contract Price	\$56,205,520	\$112,660,716	\$24,078,913	\$10,274,131	\$29,751,030
Uncompleted Dollar Value if Firm is the Prime Contractor	\$32,638,708	\$340,996	\$23,029,635	\$848,433	\$175,000
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$2,255,040				
Portland Cement Concrete Paving	\$234,900				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & W/trwy Strctrs			\$11,490,748		
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$5,436,260		\$477,000		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition			\$1,908,000		
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction				\$85,000	
Totals	\$7,926,200	\$0	\$13,875,748	\$85,000	\$0

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	15	16	17	18	19
Subcontractor	Kapur	Dynamic Wrecking	Azarcon	Falk	M T Transit
Type of Work	Survey	Demolition	Iron Work	Survey	Excavation
Subcontract Price	\$371,869	\$4,390,341	\$4,660,000	\$65,596	\$416,968
Amount Uncompleted	\$173,009	\$0	\$4,459,174	\$0	\$0
Subcontractor	Proshot	Case Foundation		Harrington	Fik Engineer
Type of Work	Shotcrete	Cassions		Excavation	Survey
Subcontract Price	\$1,833,970	\$4,293,951		\$170,415	\$56,876
Amount Uncompleted	\$300,026	\$0		\$0	\$0
Subcontractor	Hayward Baker	Civil Contr.			Pederson
Type of Work	Grouting	Utilities			Landscape
Subcontract Price	\$25,538,676	\$791,215			\$469,997
Amount Uncompleted	\$16,989,267	\$12,976			\$0
Subcontractor	A & C Electrical	A & H			Degrif
Type of Work	Electrical	Plumbing			Concrete
Subcontract Price	\$770,483	\$437,355			\$1,619,618
Amount Uncompleted	\$330,330	\$26,990			\$0
Subcontractor	Raimonde Drilling	Just Rite		M A Steel	All Masonry
Type of Work	Drilling	Accoustical		Rebar	Masonry
Subcontract Price	\$4,922,651	\$19,308		\$15,411	\$4,212,912
Amount Uncompleted	\$3,019,987				\$80,624
Subcontractor	Midwest	Chappel West, Inc.		Acura	Metropolitan Steel
Type of Work	Fence	Metal Bldg		Misc Conc.	Steel
Subcontract Price	\$674,628	\$247,947		\$26,184	\$3,015,311
Amount Uncompleted	\$192,073	\$0		\$0	
Subcontractor	Hi Tech	Brand		F & B	WEB
Type of Work	Rockfall	Scaffolding		Masonry	Misc Metal
Subcontract Price	\$1,090,889	\$4,772		\$23,900	\$379,497
Amount Uncompleted	\$334,178	\$0		\$0	\$0
Subcontractor		Break thru		Atlantic Painting	L B Hall
Type of Work		Demolition		Paint	Spray Fireproffing
Subcontract Price		\$353,400		\$306,176	\$98,000
Amount Uncompleted		\$0		\$16,000	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$39,508,250	\$56,377,990	\$4,694,713	\$7,929,024	\$16,267,211
Amount Uncompleted	\$3,373,638	\$301,030	\$4,694,713	\$747,433	\$94,376
Total Uncompleted	\$24,712,508	\$340,996	\$9,153,887	\$763,433	\$175,000

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.





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	20	21	22	23	24
Contract Number	I-69 # 33049A	O'Hare MP-JOC	4 mW Gen Plant	Pp St 14 # 5205	S. Claiborne Str.
Contract With	INDOT	CDOT	Sewerage Water B	Sewerage Water B	City of N W
Estimated Completion Date	Oct 6, 2012	January 2010	May 2012	December 2011	July 2011
Total Contract Price	\$22,627,896	\$10,000,000	\$7,989,264	\$5,279,000	\$1,755,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$11,683,198	\$4,467,378	\$4,286,785	\$4,578,130	\$1,755,000
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

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Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs	\$6,572,463				
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction			\$542,985	\$2,346,265	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$6,572,463	\$0	\$542,985	\$2,346,265	\$0

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**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	20	21	22	23	24
Subcontractor			Durr	Baker	Traffic Solution
Type of Work			Excavation	Pile	Traffic Control
Subcontract Price			\$454,738	\$135,800	\$2,000
Amount Uncompleted			\$28,220	\$135,800	\$2,000
Subcontractor			Gulf South	Nola	Arch Signage
Type of Work			Piling	Concrete	Signs
Subcontract Price			\$810,229	\$223,000	\$7,000
Amount Uncompleted			\$54,000	\$223,000	\$7,000
Subcontractor			Nola	Web	Boes Iron
Type of Work			Concrete	Steel	Steel
Subcontract Price			\$1,282,801	\$85,000	\$3,677
Amount Uncompleted			\$758,675	\$85,000	\$3,677
Subcontractor			Accurate	Gator	Chris'
Type of Work			Steel	Millwork	Asphalt
Subcontract Price			\$454,546	\$1,700	\$22,826
Amount Uncompleted			\$402,198	\$1,700	\$22,826
Subcontractor			ABG	Levett	Wagner
Type of Work			Caulking	Mechanical	Excavating
Subcontract Price			\$23,500	\$75,950	\$125,782
Amount Uncompleted			\$23,500	\$56,025	\$125,872
Subcontractor			Fisk	J and J	River City
Type of Work			Electrical	Diving	Stripping
Subcontract Price			\$677,448	\$6,517	\$7,980
Amount Uncompleted			\$597,636	\$6,517	\$7,980
Subcontractor			Bernhard	Geothermal	Frischhertz Elec.
Type of Work			Mechanical	Piling	Electrical
Subcontract Price			\$907,000	\$40,000	\$799,810
Amount Uncompleted			\$688,187	\$40,000	\$799,810
Subcontractor			American		
Type of Work			Movers		
Subcontract Price			\$14,000		
Amount Uncompleted			\$14,000		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$9,642,896	\$10,000,000	\$2,694,578	\$2,044,823	\$785,835
Amount Uncompleted	\$5,110,735	\$4,467,378	\$1,177,384	\$1,683,823	\$785,835
Total Uncompleted	\$5,110,735	\$4,467,378	\$3,743,800	\$2,231,865	\$1,755,000

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.



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	25	26	27	28	29
Contract Number	143rd St.	UPRR Relocation	Morgan St.	HVAC upgrade	Wells to Michigan
Contract With	Orland Park, IL	CDOA	CDOT	Cook County	CDOT
Estimated Completion Date	Nov 11, 2011	Sept. 9, 2011	September 2011	June 30, 2011	May 1, 2012
Total Contract Price	\$10,231,124	\$11,063,984	\$25,257,000	\$3,396,000	\$16,943,634
Uncompleted Dollar Value if Firm is the Prime Contractor	\$5,980,601	\$2,400,990	\$11,845,670	\$3,151,095	\$11,918,046
Uncompleted Dollar Value if Firm is the Subcontractor					

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Earthwork	\$700,035	\$48,700	\$255,000		\$327,600
Portland Cement Concrete Paving	\$1,060,490				\$742,500
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$559,480		\$805,000		\$689,500
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					\$585,500
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction			\$2,461,000	\$325,000	\$260,000
Totals	\$2,320,004	\$48,700	\$3,521,000	\$325,000	\$2,605,100

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**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	25	26	27	28	29
Subcontractor	K-5	Homar	DLZ	Midway	American Conc
Type of Work	Asphalt	Clearing	Survey	Drywall	Concrete Restorati
Subcontract Price	\$498,807	\$17,715	\$180,000	\$102,000	\$223,204
Amount Uncompleted	\$333,210	\$17,715	\$5,228	\$102,000	\$165,895
Subcontractor	Scanlon Exc	Kedmont	Quality	Natola	John Burns
Type of Work	Exc	Waterproofing	Excavation	Concrete	Electrical
Subcontract Price	\$746,063	\$71,500	\$420,431	\$13,200	\$4,514,112
Amount Uncompleted	\$594,279	\$71,500	\$141,004	\$13,200	\$4,180,453
Subcontractor	Fence Co.	TJL	Hayward Baker	Romero	GFS
Type of Work	Fence	Excavation	Retention	Steel	Fence
Subcontract Price	\$93,805	\$2,517,319	\$1,220,350	\$72,000	\$789,350
Amount Uncompleted	(\$1,052)	\$1,220,268	\$95,795	\$72,000	\$789,350
Subcontractor	Breezy Hill	AMS	Hard Rock	M Cannon	Cleveland Marble
Type of Work	Landscape	Dirt	Saw Cutting	Roofing	Precast - Mason
Subcontract Price	\$531,063	\$18,603	\$17,800	\$7,200	\$599,650
Amount Uncompleted	\$403,319	\$0		\$7,200	\$456,615
Subcontractor	Homer	Natural Creation	Railworks	Nikolas	Schmidt
Type of Work	Tree Service	Landscape	Trackwork	Paint	Brick paver
Subcontract Price	\$11,202	\$507,576	\$552,000	\$8,500	\$363,025
Amount Uncompleted	\$1,336	\$473,986	\$100,000	\$8,500	\$291,025
Subcontractor	C R Smidt	Marking Spec	Scurto	Gammie	Garth Ceisel
Type of Work	Brick Paving	Stripping	Concrete	Plumbing	masonry
Subcontract Price	\$235,353	\$13,329	\$694,905	\$39,000	\$346,025
Amount Uncompleted	\$211,290	\$13,329	\$308,670	\$38,162	\$346,025
Subcontractor	Nikolas	Edward Gillen	Atlantic	Edwards	Highway Safety
Type of Work	Paint	Pilling	Paint	HVAC	Traffic Control
Subcontract Price	\$13,261	\$687,600	\$386,000	\$1,955,000	\$167,806
Amount Uncompleted	\$13,261	\$44,848	\$220,000	\$1,876,558	\$60,521
Subcontractor	Tough Cuts	Highway Safety	Western Remac	Broadway	All Sealant
Type of Work	Sawing	Traffic Control	Signage	Electrical	Sealant
Subcontract Price	\$43,306	\$57,908	\$210,000	\$396,000	\$74,992
Amount Uncompleted	\$23,150	\$16,462	\$170,875	\$396,000	\$58,641
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$2,831,804	\$3,636,933	\$13,993,383	\$478,100	\$5,620,068
Amount Uncompleted	\$2,081,804	\$494,182	\$7,283,098	\$312,475	\$2,964,421
Total Uncompleted	\$3,660,597	\$2,352,290	\$8,324,670	\$2,826,095	\$9,312,946

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.



**Illinois Department of Transportation**

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	30	31	32	33	34
Contract Number	Transit Station	Oliver Harvey	Wilmette Diversion	Springfield Pp.St	West Jackson
Contract With	Dulles Tranit Partn.	City Colleges	MWRD of GC	CDOW	CDOT
Estimated Completion Date	June 2014	June 2011	November 1, 2012	July 14, 2015	May, 2010
Total Contract Price	\$14,706,902	\$3,316,500	\$17,440,000	\$64,593,091	\$17,916,066
Uncompleted Dollar Value if Firm is the Prime Contractor	\$14,706,902	\$1,722,881	\$17,440,000	\$64,593,091	\$330,280
Uncompleted Dollar Value if Firm is the Subcontractor					

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Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs			\$4,508,456	\$12,878,419	
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$2,720,000	\$109,200		\$1,257,000	
Totals	\$2,720,000	\$109,200	\$4,508,456	\$14,135,419	\$0

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**Part III. Work Subcontracted to Others.**

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	30	31	32	33	34
Subcontractor		T & D Exc.			Midwest Fence
Type of Work		Excavating			Fence
Subcontract Price		\$707,669			\$19,433
Amount Uncompleted		\$181,500			
Subcontractor		Troch McNeil Paving			Omega
Type of Work		Asphalt			Demolition
Subcontract Price		\$537,690			\$1,215,738
Amount Uncompleted		\$535,000			\$1,991
Subcontractor		NorthStar dba			John Burns
Type of Work		Utility			Electrial
Subcontract Price		\$281,230			\$2,149,026
Amount Uncompleted		\$270,000			\$156,472
Subcontractor		Acorn Fence			Traffic Control & P
Type of Work		Fence			Traffic control
Subcontract Price		\$18,030			\$94,322
Amount Uncompleted		\$0			\$0
Subcontractor		Arlington Glass			Pine
Type of Work		Storefront			Waterproofing
Subcontract Price		\$24,478			\$133,897
Amount Uncompleted		\$0			\$6,497
Subcontractor		Atrium			Mega
Type of Work		Landscape			Rebar
Subcontract Price		\$181,600			\$228,151
Amount Uncompleted		\$181,600			\$0
Subcontractor		Vixen			White Way
Type of Work		Curb and Gutter			Sign
Subcontract Price		\$405,779			\$24,590
Amount Uncompleted		\$228,000			\$0
Subcontractor		Jin			Kapur
Type of Work		Electrical			Survey
Subcontract Price		\$190,480			\$52,794
Amount Uncompleted		\$52,458			\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$11,986,902	\$2,715,000	\$12,931,544	\$50,457,672	\$4,507,970
Amount Uncompleted	\$11,986,902	\$165,123	\$12,931,544	\$50,457,672	\$165,320
Total Uncompleted	\$11,986,902	\$1,613,681	\$12,931,544	\$50,457,672	\$330,280

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.



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	35	36	37	38	39
Contract Number	Improvements to Ba	Public Safety Fac.	Haas Park	Jardine Water Purif	Back of Yard Site
Contract With	MWRDof GC	GSA	PBC	CDOW	PBC
Estimated Completion Date	March 2012		Sept 30, 2011	January 2008	June 3, 2011
Total Contract Price	\$20,595,333	\$2,858,170	\$4,452,000	\$16,176,605	\$4,550,000
Uncompleted Dollar value if Firm is the Prime Contractor	\$2,496,674	\$2,858,170	\$924,304	\$598,509	\$920,486
Uncompleted Dollar value if Firm is the Subcontractor					

Joint Venture Portion

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Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
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Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$819,019	\$428,000	\$236,250	\$597,268	\$255,000
Totals	\$819,019	\$428,000	\$236,250	\$597,268	\$255,000

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For each contract described in Part I, list all the work you have subcontracted to others.

	35	36	37	38	39
Subcontractor	If in One		Technica	Technica	Consultant
Type of Work	Process Plates		Abatement	Abatement	V 3
Subcontract Price	\$3,614,728		\$124,265	\$48,060	\$5,200
Amount Uncompleted	\$0		\$19,377	\$0	
Subcontractor	Composite St		Pan American	Naturescape	Calcon
Type of Work	Steel		Concrete	Landscape	Site Pre
Subcontract Price	\$324,674		\$146,400	\$66,700	\$3,292,180
Amount Uncompleted	\$33,161		\$23,140	\$0	\$210,228
Subcontractor	Wolf		Aspen	Cabo Const	
Type of Work	Mechanical		Plumbing	Sewer	
Subcontract Price	\$325,079		\$190,902	\$1,567,730	
Amount Uncompleted	\$823		\$54,075	\$0	
Subcontractor	Crown		Jaymor Elec	National Restoration	
Type of Work	Paint		Electrical	Conc Restoration	
Subcontract Price	\$51,728		\$326,000	\$712,771	
Amount Uncompleted			\$93,290	\$0	
Subcontractor	Gammie		Hardford	Weis	
Type of Work	Plumbing		Sewer	Masonry	
Subcontract Price	\$17,370		\$150,000	\$715,000	
Amount Uncompleted	\$0		\$65,880	\$0	
Subcontractor	Just Rite		Fence Master	Midwest Fence	
Type of Work	Ceiling		Fence	Fence	
Subcontract Price	\$5,200		\$35,535	\$153,131	
Amount Uncompleted			\$31,000	\$0	
Subcontractor	MTH		Atrium	A Green	
Type of Work	Steel		Landscape	Plumbing	
Subcontract Price	\$81,851		\$47,200	\$21,000	
Amount Uncompleted	\$0		\$41,050	\$0	
Subcontractor	Spectrum		Jade	Divane	
Type of Work	Masonry		Carpentry	Electrical	
Subcontract Price	\$773,773		\$123,200	\$3,547,869	
Amount Uncompleted	\$731,850		\$39,390	\$1,241	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$12,128,227	\$2,430,170	\$2,190,165	\$3,782,266	\$3,275,000
Amount Uncompleted	\$911,821	\$2,430,170	\$320,852		\$455,258
Total Uncompleted	\$1,677,655	\$2,430,170	\$688,054	\$1,241	\$665,486

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.





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	40	41	42	43	44
Contract Number	Hydraulic Improver	Calumet Sludge	SB I-94,I-07-5226	Brown Line - 4 Stat	Primary Stl Tanks
Contract With	MWRD of GC	MWRD of GC	ISTHA	CTA	MWRD of GC
Estimated Completion Date	March 2010	Aug. 4, 2012	Nov. 21, 2008	November 2009	November 2012
Total Contract Price	\$62,989,611	\$5,072,127	\$32,932,708	\$68,616,317	\$139,489,396
Uncompleted Dollar Value if Firm is the Prime Contractor	\$220,635	\$356,750	\$603,910	\$350,437	\$5,870,040
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion      Joint Venture Portion

Joint Venture Portion

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction		\$99,936			
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$0	\$99,936	\$0	\$0	\$0

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	40	41	42	43	44
Subcontractor	Hayward Baker	Midwest Power	Kapur	All American Sol.	Chidester
Type of Work	Retention	Vac um	Survey	Exterior	Excavation
Subcontract Price	\$1,553,307	\$13,126	\$220,000	\$1,256,077	\$3,938,404
Amount Uncompleted	\$0		\$0	\$0	\$51,810
Subcontractor	Chidester	American	Hecker	Mid Amerian El	Civil
Type of Work	Excavation	Restoration	Electrical	Elevator	Utilities
Subcontract Price	\$492,346	\$159,639	\$974,786	\$1,873,072	\$9,056,355
Amount Uncompleted	\$0	\$19,530	\$0	\$0	\$88,168
Subcontractor	Keefe	MA Steel	Illini Fence	Robert Env.	Bigane
Type of Work	Pipe Jacking	Rebar	Fence	HVAC	Asphalt Paving
Subcontract Price	\$96,772	\$121,878	\$12,385	\$364,268	\$124,182
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0
Subcontractor	Civil	Don Stoltzner	GF Structures	Commonwealth	Industrial Fence
Type of Work	Underground	Masonry	Guard Rail	DownSpouts	Fence
Subcontract Price	\$3,009,685	\$13,508	\$311,188	\$447,245	\$200,679
Amount Uncompleted		\$0	\$0	\$0	\$36,033
Subcontractor	M A Steel	K and K Iron	Laredo Systems	Arc	F & B
Type of Work	Rebar	Steel	Landscaping	Sewer	Masonry
Subcontract Price	\$2,410,831	\$42,696	\$458,988	\$437,246	\$3,421,749
Amount Uncompleted	\$0	\$13,860	\$0	\$0	\$4,006
Subcontractor	Sanchez	A-1 Roofing	Western Remac,	Lake Shore Glas	Lake Shore Glas
Type of Work	Paving	Roofing	Signage	Glass	Glass
Subcontract Price	\$122,476	\$11,046	\$104,313	\$610,077	\$252,970
Amount Uncompleted	\$0	\$0	\$0	\$0	\$1,368
Subcontractor	Knickerbocker	Anagnos Door	Roadsafe Traffic	Just Rite	Anagnos Door
Type of Work	Roofing	Door	Traffic Control	Ceiling	O H Doors
Subcontract Price	\$363,630	\$6,847	\$570,606	\$100,000	\$95,858
Amount Uncompleted		\$0	\$0	\$0	\$0
Subcontractor	Sager	Atlantic	Area	Onscape	A & C Electric
Type of Work	Caulk	Paint	Erection	Landscape	Electrical
Subcontract Price	\$7,574	\$172,791	\$194,496	\$260,147	\$624,715
Amount Uncompleted	\$0	\$18,591	\$0	\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$44,087,290	\$3,747,600	\$15,853,807	\$45,266,520	\$81,394,439
Amount Uncompleted	\$220,635	\$204,833	\$603,910	\$350,437	\$5,688,655
Total Uncompleted	\$220,635	\$256,814	\$603,910	\$350,437	\$5,870,040

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.



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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**PART I. WORK UNDER CONTRACT**

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	45	46	47	48	49
Contract Number	Dunning Library	West Line Retainin	Con. No. 70757	Wacker D. E-9-126	SWA Con No.1515
Contract With	PBC	Metra	IDOT	CDOT	PBC
Estimated Completion Date	Jan 22, 2011	Dec 10, 2010	Dec. 31, 2011	May 25, 2012	March 2012
Total Contract Price	\$4,390,000	\$1,722,000	\$26,925,163	\$51,573,321	\$62,452,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$187,787	\$36,439	\$6,411,601	\$28,665,821	\$38,156,778
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork				\$197,897	
Portland Cement Concrete Paving				\$380,363	
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces				\$271,688	
Hwy, R.R. & Wtrwy Strctrs			\$962,640	\$8,078,175	
Drainage				\$8,279,425	
Electrical					
Cover and Seal Coats					
Concrete Construction			\$116,100		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					\$6,325,252
Totals	\$0	\$0	\$1,078,740	\$17,207,547	\$6,325,252

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**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	45	46	47	48	49
Subcontractor	Fence Master	Atrium	GFS	Omega	Acorn Fence
Type of Work	Fence	Landscape	Fence	Demolition	Fence
Subcontract Price	\$3,125	\$11,776	\$874,390	\$896,395	\$5,000
Amount Uncompleted		\$0	\$308,420	\$251,496	
Subcontractor	Quality	Western	Central	American	Gillen
Type of Work	Excavating	Elec	Landscape	Concrete Restoration	Retention
Subcontract Price	\$100,908	\$60,000	\$109,064	\$110,255	\$226,875
Amount Uncompleted		\$0	\$86,034	\$21,000	\$0
Subcontractor	Troch McNeil Pg	Bridgeport	Clean Cut	Commonwealth	T & D
Type of Work	Asphalt	Steel	Tree Removal	Downspouts	Excavation
Subcontract Price	\$14,000	\$76,300	\$12,960	\$130,550	\$2,707,433
Amount Uncompleted		\$0	\$0	\$65,275	\$221,767
Subcontractor	Tortorello	Midwest	Bodine Elec	Sievert Elc	Degrift
Type of Work	Sprinkler	Fence	Electrical	Hoist	Concrete
Subcontract Price	\$15,500	\$2,432	\$1,095,788	\$46,130	\$4,812,194
Amount Uncompleted	\$2,325	\$0	\$894,368	\$6,300	\$1,042,254
Subcontractor	Atrium	Metropolitan	All State Paint	Aldridge Elc	Anagnos
Type of Work	Landscape	Steel	Paint	Electrical	Overhead Doors
Subcontract Price	\$305,000	\$74,100	\$318,756	\$3,915,718	\$101,000
Amount Uncompleted	\$3,846	\$0	\$50,223	\$2,495,806	\$90,900
Subcontractor	StressCore	Amerian	Road Safe	Western	Q C Enterprises
Type of Work	precast	Restoration	Traffic Control	Utility	Flooring
Subcontract Price	\$72,041	\$171,177	\$675,462	\$615,141	\$210,000
Amount Uncompleted		\$0	\$342,144	\$30,953	\$210,000
Subcontractor	Eagle	Crown	Old Chicago	Industrial Fence	Floors Inc
Type of Work	Site Concrete	Paint	Rebar Erection	Fence	Flooring
Subcontract Price	\$135,500	\$4,500	\$297,729	\$335,729	\$193,000
Amount Uncompleted		\$0	\$43,372	\$285,175	\$193,000
Subcontractor	All Masonry	Hartford & sone	Ray Edwards	Fence Con.	Mr Davids
Type of Work	Masonry	Utility	Underground	Fence	Flooring
Subcontract Price	\$260,942	\$5,802	\$165,175	\$104,797	\$135,000
Amount Uncompleted			\$42,225	\$104,797	\$135,000
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$2,834,275	\$715,456	\$9,596,549	\$11,939,955	\$43,778,735
Amount Uncompleted	\$181,616	\$36,439	\$3,566,075	\$8,197,472	\$29,938,605
Total Uncompleted	\$187,787	\$36,439	\$5,332,861	\$11,458,274	\$31,831,526

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.



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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## PART I. WORK UNDER CONTRACT

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	50	51	52	Pending	54
Contract Number	Charles Colton S	Roseland & SWPS	EDS Facility	Aspira Business Sc	Glass Block Replac
Contract With	LAUSD	CDOW	United Airlines	Aspira	CDOW
Estimated Completion Date	Sept 2012	June 30, 2013	January 2012	January 2013	Oct 2011
Total Contract Price	\$26,173,000	\$5,561,000	\$3,385,000	\$18,000,000	\$399,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$22,751,489	\$5,477,815	\$3,385,000	\$18,000,000	\$399,000
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$1,977,510	\$1,755,050		\$2,700,000	\$75,000
Totals	\$1,977,510	\$1,755,050	\$0	\$2,700,000	\$75,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	50	51	52	Pending	54
Subcontractor	New Orleans Glass	Angel			MJC
Type of Work	curtain Wall	Abatement			Demolition
Subcontract Price	\$2,715,125	\$57,700			\$25,000
Amount Uncompleted	\$2,715,125	\$57,700			\$25,000
Subcontractor	Southern Stucco	Beverly			Great Lakes
Type of Work	Stucco	Asphalt			Misc M
Subcontract Price	\$77,000	\$3,500			\$17,500
Amount Uncompleted	\$77,000	\$3,500			\$17,500
Subcontractor	Capital Stone	Winkler			Stuart Dean
Type of Work	Stone Work	Tree Service			Plumber
Subcontract Price	\$314,311	\$1,400			\$4,000
Amount Uncompleted	\$314,311				\$4,000
Subcontractor	American Tile	Piganato			Kramer Davis
Type of Work	Tile	Masonry			Sealant
Subcontract Price	\$225,000	\$63,000			\$1,600
Amount Uncompleted	\$225,000	\$63,000			\$1,600
Subcontractor	Glacier	Waukegan			Underland
Type of Work	Painting	Steel			Glass
Subcontract Price	\$310,000	\$205,000			\$100,000
Amount Uncompleted	\$310,000	\$205,000			\$100,000
Subcontractor	Schindler	Knickerbocker			Nikolas
Type of Work	Elevator	Roof			Paint
Subcontract Price	\$113,850	\$3,350			\$7,000
Amount Uncompleted	\$113,850	\$3,350			\$7,000
Subcontractor	CRR Fire Protectio	ASC			F and B
Type of Work	Fire Protection	Insulation			Masonry
Subcontract Price	\$249,260	\$4,500			\$96,000
Amount Uncompleted	\$249,260	\$4,500			\$96,000
Subcontractor	Baker	All Sealant			
Type of Work	Pile	Caulking			
Subcontract Price	\$190,000	\$2,450			
Amount Uncompleted	\$56,512	\$2,450			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$19,705,454	\$3,466,450	\$3,385,000	\$15,300,000	\$147,900
Amount Uncompleted	\$16,712,921	\$3,383,265	\$3,385,000	\$15,300,000	\$72,900
Total Uncompleted	\$20,773,979	\$3,722,765	\$3,385,000	\$15,300,000	\$324,000

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.



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
For Letting of November 18, 2011

form by either typing or using black ink. "Authorization to Bid" will not be issued

unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## PART I. WORK UNDER CONTRACT

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	55	56	57	58	59
Contract Number	2005-ENH-001B	2005-ENH-014B	1004C01 SB 10364	I-294 Rehab	DuSable Campus
Contract With	City of N O	City of N O	Acension Parish	Tollway	PBC
Estimated Completion Date	June 2011	September 2011	August 2011	Nov 2011	August 21, 2012
Total Contract Price	\$1,755,000	\$340,000	\$2,925,000	\$1,568,531	\$22,540,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,755,000	\$340,000	\$838,039	\$1,262,232	\$14,575,012
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs				\$690,930	
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$236,000	\$103,000	\$72,662		\$4,674,670
<b>Totals</b>	<b>\$236,000</b>	<b>\$103,000</b>	<b>\$72,662</b>	<b>\$690,930</b>	<b>\$4,674,670</b>

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**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	55	56	57	58	59
Subcontractor	Arch Signage	Traffic Solutions	Auger Service	Surprep	Angel
Type of Work	Signs	Traffic control	Drilling	Sandblast	Abatement
Subcontract Price	\$7,000	\$1,000	\$40,000	\$14,824	\$500,000
Amount Uncompleted	\$7,000	\$1,000	\$40,000	\$14,824	\$384,002
Subcontractor	Traffic Solution	Chris'	Superior Steel	Americian	Dupage
Type of Work	Traffic Control	Asphalt	Steel	Concrete Restorati	Dirt
Subcontract Price	\$2,000	\$13,769	\$19,544	\$220,609	\$65,000
Amount Uncompleted	\$2,000	\$13,769	\$0	\$220,609	\$65,000
Subcontractor	Boes Iron	Bayou Tree Ser.	Roof Solutions	Midwest	The Fence Store
Type of Work	Iron work	Tree Service	Roofing	Fence	Fence
Subcontract Price	\$3,677	\$20,500	\$25,119	\$40,200	\$23,900
Amount Uncompleted	\$3,677	\$20,500	\$5,619	\$35,100	\$23,900
Subcontractor	Chris'	Iron Smith	Omega	Crown	MBB
Type of Work	Asphalt	Ironwork	Demo	Paint	Masonry
Subcontract Price	\$22,826	\$6,956	\$21,543	\$53,884	\$3,882,082
Amount Uncompleted	\$22,826	\$6,956	\$7,000	\$53,884	\$151,383
Subcontractor	Wagner Dirt	Gable Signage	All Service	Work Zone Safety	F and B
Type of Work	Excavation	Sign	Plumbing	Traffic Control	Masonry
Subcontract Price	\$125,782	\$29,888	\$127,480	\$65,282	\$5,041,600
Amount Uncompleted	\$125,782	\$29,888	\$26,842	\$48,032	\$867,309
Subcontractor	River City Termo	Strategic Planning	Dykes	S & J	Composite
Type of Work	Stripping		Electrical	Ironwork	Steel
Subcontract Price	\$7,980	\$120,000	\$699,187	\$30,850	\$333,025
Amount Uncompleted	\$7,980	\$120,000	\$113,921	\$22,950	\$333,025
Subcontractor	Frischhertz Elec		Forrest Scott Fence	K Five	Cobra
Type of Work	Electrical		Fence	Asphalt	Drywall
Subcontract Price	\$799,810		\$32,500	\$11,613	\$68,384
Amount Uncompleted	\$799,810		\$32,500	\$0	\$68,384
Subcontractor					Mr. Davids
Type of Work					Flooring
Subcontract Price					\$13,900
Amount Uncompleted					\$13,900
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$549,925	\$44,887	\$1,773,314	\$278,269	\$12,612,109
Amount Uncompleted	\$549,925	\$44,887	\$539,495	\$175,903	\$7,993,439
Total Uncompleted	\$1,519,000	\$237,000	\$765,377	\$571,302	\$9,900,342

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.





**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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	60	Pending	62	63	64
Contract Number	Lane Tech Stadium	T-1 Holding	EDS Baggage		
Contract With	CPS	CDOA	United		
Estimated Completion Date	Feb 22, 2012	July 2012	September 15, 2012		
Total Contract Price	\$2,655,000	\$2,285,000	\$3,385,500		
Uncompleted Dollar Value if Firm is the Prime Contractor	\$900,359	\$2,285,000	\$3,385,500	\$0	\$0
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$213,115				
<b>Totals</b>	<b>\$213,115</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	60	Pending	62	63	64
Subcontractor	Bofo				
Type of Work	Waterproofing				
Subcontract Price	\$9,600				
Amount Uncompleted	\$9,600				
Subcontractor	Angel				
Type of Work	Abatement				
Subcontract Price	\$202,843				
Amount Uncompleted	\$7,843				
Subcontractor	BSB				
Type of Work	Excavation				
Subcontract Price	\$393,407				
Amount Uncompleted	\$90,019				
Subcontractor	Industrial Fence				
Type of Work	Fence				
Subcontract Price	\$221,205				
Amount Uncompleted	\$167,755				
Subcontractor	Atrium				
Type of Work	Landscape				
Subcontract Price	\$9,500				
Amount Uncompleted	\$9,500				
Subcontractor	McCann				
Type of Work	Lawn sprinklers				
Subcontract Price	\$11,304				
Amount Uncompleted	\$11,304				
Subcontractor	Larmco				
Type of Work	Masonry				
Subcontract Price	\$45,000				
Amount Uncompleted	\$2,600				
Subcontractor	Composite				
Type of Work	Steel				
Subcontract Price	\$30,000				
Amount Uncompleted	\$10,500				
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$378,123	\$2,285,000	\$3,385,500		
Amount Uncompleted	\$378,123	\$2,285,000	\$3,385,500		
Total Uncompleted	\$687,244	\$2,285,000	\$3,385,500	\$0	\$0

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.

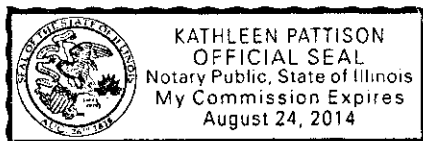
Subscribed and sworn to before me

this 14th day of October, 2011

*Kathleen Pattison*  
Notary Public

My commission expires: 8-24-14

(Notary Seal)



Type or Print Name

Robert F. Zitek - Agent  
Officer or Director

Signed

*Robert F. Zitek*

Company

F.H. Paschen/S N Nielsen & Associates, LLC

Address

8725 W. Higgins Road, Suite 200  
Chicago, IL. 60631

BC 57 (Rev. 08/17/10)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENS ON ELEMENTARY SCHOOL LINKED ANNEX**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**C. Work Subcontracted to Others**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**Affidavit of Uncompleted Work (continued)**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Notary Public (SEAL)

Commission expires:

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**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 F.H. Paschen, S.N. Nielsen & Associates LLC

Submitted By Robert F. Zitek

Title Authorized Agent & Sr. Vice President

Permanent Main Office Address 5515 N. East River Road, Chicago, Illinois 60656

Local Address Same

Local Telephone No. and FAX No. 773-444-3474 / 773-693-0064

How many years operating as contractor for work of this nature? 33

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

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

**F.H. Paschen, S.N. Nielsen  
PROJECTS COMPLETED – SIMILAR SCOPE**

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Gwendolyn Brooks College Preparatory Academy Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	BLDD Architects Inc. Brook Architects Inc.	\$34,855,000	April, 2010 July, 2011
Back of the Yards High School Site Preparation Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	STL Architects	\$4,550,000	January, 2011 June, 2011
New Brighton Park Elementary School	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	STR Partners, LLC 350 W. Ontario St., Suite 200 Chicago, IL 60610 United States 312-464-1444	\$22,989,000	March, 2009 June, 2010
New Dunning Branch Library Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Jackson/Harlan	\$4,390,000	January, 2010 February, /2011
Eric Solorio Academy High School Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	DeStefano + Partners John Roman Architects	\$71,189,000	September, 2008 September, 2010
CPS Benito Juarez HS Addition And Renovation	Chicago Public Schools Tishman Construction 1 S. Wacker Drive, Suite 2300 Chicago, IL 60606 Owners Rep 312-577-2310	Architrave 450 E. Ohio St. Chicago, IL 60611 312-642-2600	\$24,056,599	March, 2008 February, 2010
UNO Veterans Memorial School (Renovation of Vacant Warehouse Building into Two Elementary Schools and One High School)	United Neighborhood Organization 954 W. Washington Blvd. Chicago, IL 60607 312-432-6301 Miguel d'Escoto	Urban Works 213 W. Institute Place Suite 710 Chicago, IL 60610 312-924-0201 Laura Raccelis-Paradiso	\$44,700,000	March, 2007 June, 2009

**F.H. Paschen, S.N. Nielsen  
PROJECTS COMPLETED – SIMILAR SCOPE**

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Geo. W. Collins High School (Major Renovation of High School)	Partnership for Chicago Schools (CM) 125 S. Clark St. Chicago, IL 60603 73-553-3138 Robert Kinter	KJWW Engineer Consultants 623 26 <sup>th</sup> Avenue Rock Island, IL 61201 309-788-0673	\$7,194,000	June, 2007 September, 2007
Irene C. Hernandez Middle School Chicago, Illinois	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	GREC Architects 401 E. Illinois Chicago, IL 60611 312-661-1500 Elisabeth Frigoso Wight & Co. 2500 N. Frontage Rd. Darien, IL 60561 630-969-7000	\$29,390,000	March, 2008 July, 2009
9 <sup>th</sup> District Police Station and Parking Structure	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Elisabeth Frigoso Wight & Co. 2500 N. Frontage Rd. Darien, IL 60561 630-969-7000	\$28,77,000	May 2007, December 2008
Gale Community Center Chicago, Illinois Job No. 2011	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Perkins & Will 330 N. Wabash Chicago, IL 60611 312-755-0770	\$5,964,000	March, 2006 March, 2008
Terminal 1 – Canopy / Terminal 2 – Interiors & Baggage Claim Escalators Chicago, Illinois Job No. 2017	Chicago Department of Aviation 11601 W. Touhy Ave. Chicago, IL 60666 Robert Dawson 773-686-3060	Murphy / Jahn (T1) 35 E. Wacker Dr. Chicago, IL 60601 Thomas Chambers 312-427-7300	\$75,900,000	September, 2005 February, 2008
		Teng & Associates (T2) 205 N. Michigan Ave. Chicago, IL 60601 Joe Hoerner 312-616-0000		



**F.H. Paschen, S.N. Nielsen  
PROJECTS COMPLETED – SIMILAR SCOPE**

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Midway Airport Elevated Parking Structure Chicago, Illinois Job No. 2003	Chicago Department of Aviation P.O. Box 66147 Chicago, IL 60666 Larry Pianto 773-894-5404	HNTB Architects Engineers Planners 111 N. Canal St. Chicago, IL 60606 Richard Vaiculis 312-930-9119	\$67,140,000	April, 2004 November 13, 2005
New Branch Bank – 47 <sup>th</sup> & Ashland Ave. Chicago, Illinois Job No. 2018	Cole Taylor Bank 9550 W. Higgins Rd. Rosemont, IL 60018 Thomas Paar 847-653-7400	Hague Architecture 1146 Westgate St. Oak Park, IL 60301 Jon Hague 708-660-9550	\$2,250,608	April 1, 2005 October 31, 2005
Helge Haugan Middle School Chicago, Illinois Job No. 2011	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	STL 808 N. Dearborn Chicago, IL 60610 J. James Mo 312-644-9850	\$16,000,000	March, 2004 August, 2005
West Pullman Library Chicago, Illinois Job No. 2007	Public Building Commission 50 W. Washington, Suite 200 Chicago, IL 60602 David Lai 312-744-9268	Parkman & Weston Associates 53 W. Jackson St. Chicago, IL 60604 Larry Parkman 312-939-7870	\$4,237,000	September, 2003 January, 2005

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**Statement Of Bidder's Qualifications (continued)**

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

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

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

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

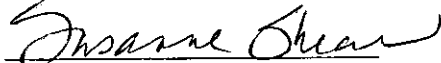
- (a) Firm Name F.H. Paschen, S.N. Nielsen & Associates LLC
- (b) Official Address 5515 N. East River Road, Chicago, Illinois 60656
- (c) Names of all Partners: See Attached

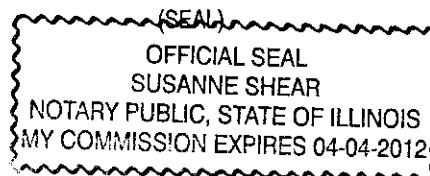
If submitted by an individual:

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

  
Signature of Affiant Robert F. Zitek, Authorized Agent & Sr. Vice President

Subscribed and sworn to before me this 19th day of January 2012

  
Notary Public  
My Commission expires: April 4, 2012



**F.H. Paschen, S.N. Nielsen & Associates, LLC**  
**Investor Members**

<b>Name</b>	<b>Address</b>
Frank H. Paschen	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 773-444-3474
William M. Barkowski	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 773-444-3474
James V. Blair	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 773-444-3474
Frank H. Paschen III	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 773-444-3474
Joseph V. Scarpelli	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 773-444-3474
Robert F. Zitek	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631 773-444-3474

18-Jan-12

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction

: \_\_\_\_\_

Description of goods or services to be provided under Contract

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

2. Name of Contractor: \_\_\_\_\_
3. EACH AND EVERY lobbyist 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.

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

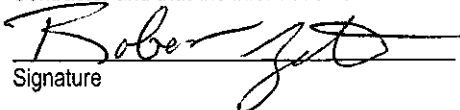
**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Midway Contracting Group, LLC	7413 Duvan Dr., #2A, Tinley Park, IL 60477	Sub-Contractor (MBE)	\$ 71,000 Estimated
Atrium	17113 Davey Rd., Chicago, IL 60439	Sub-Contractor (WBE)	\$ 279,500 Estimated
Garth Construction SVS Corp.	2741 E. 223rd St., Chicago Heights, IL 60411	Sub-Contractor (MBE)	\$ 310,000 Estimated
Garth Building Products & Serv.	2741 E. 223rd Sr., Chicago Heights, IL 60411	Supplier (WBE)	\$ 150,000 Estimated
F.E.L. Services, Inc.	453 S. Vermont St., Palatine, IL 60067	Sub-Contractor (MBE)	\$ 585,000 Estimated
Fullerton Industrial Supply	1456 W. Fullerton, Chicago, IL 60614	Supplier (MBE)	\$ 216,400 Estimated
Diversified General Contractors	17935 Chappel Ave., Lansing, IL 60438	Sub-Contractor (MBE)	\$1,265,000 Estimated


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

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

  
 Signature  
 Robert F. Zitek  
 Name (Type or Print)

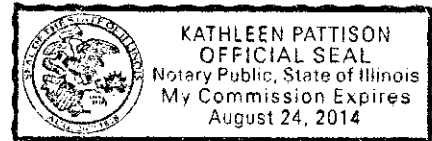
January 23, 2012  
 Date  
 by FHP Management, Inc., Sole Manager  
 by Robert F. Zitek, Authorized Agent & Sr. Vice President  
 Title

Subscribed and sworn to before me  
 this 23rd day of January, 2012

  
 Notary Public

Commission expires: August 24, 2014

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1539

**PERFORMANCE AND PAYMENT BOND**

**Contract No. 1539**

**Bond No. 929546281/285039375/9062044**

KNOW ALL MEN BY THESE PRESENTS, that we, F.H. Paschen, SN Njelsen & Associates, L.L.C., a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as \_\_\_\_\_ Corporate Principal, and

\_\_\_\_\_  
Continental Casualty Company; 333 S. Wabash Avenue; 41st Floor; Chicago, Illinois 60604

\_\_\_\_\_  
Liberty Mutual Insurance Company; 2815 Forbs Avenue; Suite 102; Hoffman Estates, Illinois 60192

\_\_\_\_\_  
Fidelity and Deposit Company of Maryland; 1400 American Lane; Tower 1 Floor 13; Schaumburg, Illinois 60196

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in the State of \* Illinois \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Ten Million One Hundred Seventy-Nine Thousand Dollars and No Cents (\$10,179,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated February 14, 2012, for the fabrication, delivery, performance and installation of

Stevenson Elementary School Linked Annex  
8010 South Kostner Avenue, Chicago, IL  
Renovation Work  
Project # 05560

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1539

from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of Ten Million One Hundred Seventy-Nine Thousand Dollars and No Cents (\$10,179,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1539

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this February 16, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name BY \_\_\_\_\_ (Seal)
Individual Principal
Business Address \_\_\_\_\_ (Seal)
Individual Principal
City State \_\_\_\_\_

CORPORATE SEAL

ATTEST:

BY [Signature]
Secretary Jeanette T. Charon
Title \_\_\_\_\_

5515 N. East River Road
Chicago, IL 60656

BY [Signature]
540 W. Madison Street; Suite 1200
Chicago, Illinois 60661
Business Address & Telephone

F.H. Paschen, SN Nielsen & Associates, LLC
Corporate Principal

BY [Signature]
President James V. Blair
Title \_\_\_\_\_

Continental Casualty Company, Liberty Mutual
Insurance Company & Fidelity and Deposit
Company of Maryland
Corporate Surety

Adrienne C. Stevenson, Attorney-in-Fact
Title \_\_\_\_\_

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Andrea Warning

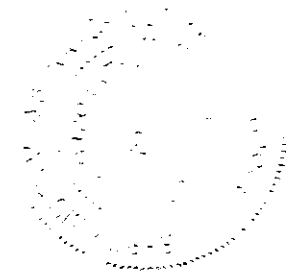
Business Address: CNA Surety; 333 S. Wabash Avenue; 41st Floor; Chicago, Illinois 60604

Telephone: 630-719-3100 Fax: 630-719-3305

The rate of premium of this Bond is \$ Various per thousand. \*\*
Total amount of premium charged is \$ \$55,615.00 \*\*

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

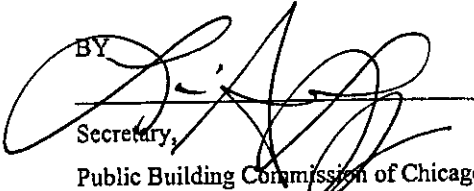
\*\* Must be filled in by the Corporate Surety.





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1539

BOND APPROVAL

BY   
Secretary,  
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Jeanette T. Charon, certify that I am the \_\_\_\_\_ Secretary of  
F.H. Paschen, SN Nielsen & Associates, LLC, corporation named as Principal in the foregoing  
performance and payment bond, that James V. Blair who signed on behalf of  
the Principal was then President of said corporation; that I know this person's signature, and  
the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said  
corporation by authority of its governing body.

Dated this 16th day of Feb 2012.

  
CORPORATE SEAL \_\_\_\_\_ Jeanette T. Charon

STATE OF ILLINOIS  
COUNTY OF COOK

I, Beatriz Polito, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	A Maryland Corporation
Liberty Mutual Insurance Company	A Massachusetts Corporation

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,  
this 16th day of February A.D. 2012



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



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, John K Johnson, Linh B Bucholtz, Beatriz Polito, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 27th day of December, 2010.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Jacquelyne M. Belcastro*  
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

*Eliza Price*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of February, 2012.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Mary A. Ribikawskis*  
Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5054662

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, KATHERINE J. FOREIT, LINH B. BUCHOLTZ, BEATRIZ POLITO, ADRIENNE C. STEVENSON, JOHN K. JOHNSON, AMY B. WICKETT, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THREE HUNDRED MILLION AND 00/100 DOLLARS (\$ 300,000,000.00 ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 14th day of December 2011



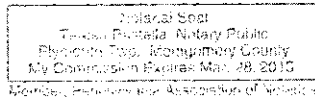
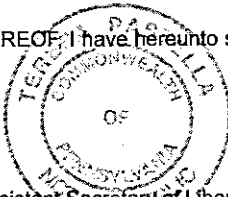
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of December 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 16th day of February, 2012.



By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON and Beatriz POLITO, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON, Beatriz POLITO, dated December 17, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of September, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Frank E. Martin Jr.*

By:

*Gregory E. Murray* Assistant Secretary

*Frank E. Martin Jr.*

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 21st day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 16th day of February 2012.

*Ronald F. Haley*

Assistant Secretary

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**Document Submittal Checklist**

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

1.   X   Contractor's Bid
2.   X   Bid Guarantee
3.   X   Acceptance of the Bid
4.   X   Basis of Award (Award Criteria)
5.   X   Unit Prices (If applicable)
6.   X   Affidavit of Non-Collusion
7.   NA   Schedule B – Affidavit of Joint Venture (if applicable)
8.   X   Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9.   NA   Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10.   X   Affidavit of Uncompleted Work
11.   X   Proof of Ability to Provide Bond
12.   X   Proof of Ability to Provide Insurance
13.   X   General Contractor's License
14.   -   **Disclosure of Retained Parties** (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

**EXHIBIT #1**

**Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**

**Cook County Prevailing Wage for December 2011**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD	1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT	1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT	2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT	3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT	4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY	1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD	44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD	39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD	44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD	28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPONTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please

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check with IDOL.

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

**EXPLANATION OF CLASSES**

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

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

**CERAMIC TILE FINISHER**

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

**COMMUNICATIONS ELECTRICIAN**

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and

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

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

**OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; 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; Lubrication Technician;

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Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; 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. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; 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; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. 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, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; 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 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole

and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

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

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existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 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.



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**EXHIBIT #2 INSURANCE REQUIREMENTS**

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

**INSURANCE TO BE PROVIDED**

**1) Workers' Compensation and Employers Liability (Primary and Umbrella)**

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 \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

**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 to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and the Rise Group LLC as Additional Insured using the ISO CG2010 and CG2047. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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 of Chicago, the Board of Education of the City of Chicago, the City of Chicago and the Rise Group LLC are to be named as Additional Insured 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**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors.

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Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, the Rise Group LLC and others as may be required by the Public Building Commission, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on going and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) **Professional Liability**

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

5) **Builders Risk**

Contractor must provide All Risk Builders Risk Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

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

**B. ADDITIONAL REQUIREMENTS**

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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 insurance policy has an expiration or renewal date occurring during the term of this Contract. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. 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 insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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 Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will 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 insurance 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

Contractor must submit the following at the time of award:

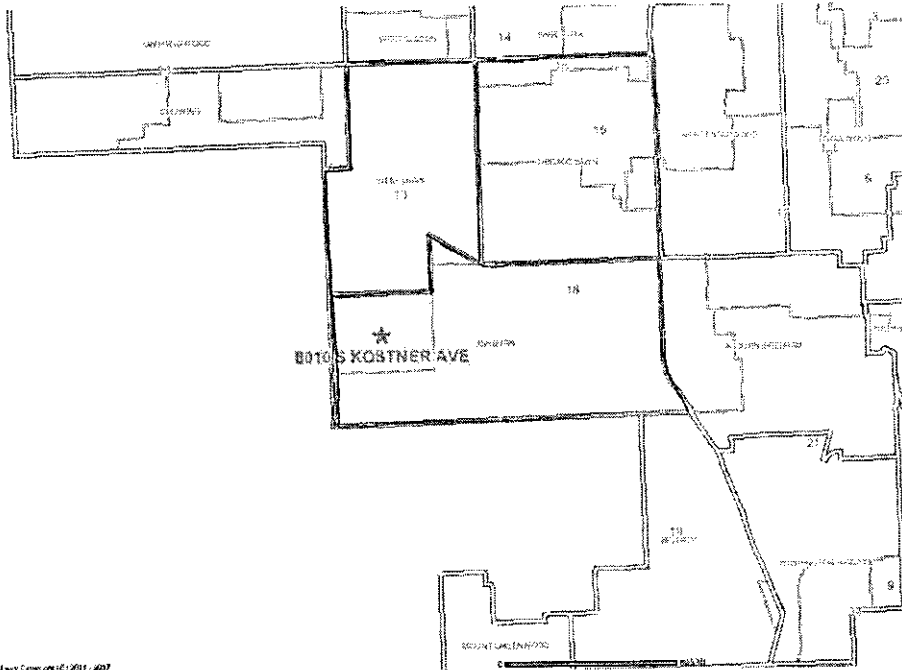
**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.1539**  
**STEVENSON ELEMENTARY SCHOOL LINKED ANNEX**

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010, CG2037 and the CG 2417

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1539  
STEVENSON ELEMENTARY SCHOOL LINKED ANNEX

EXHIBIT # 3 COMMUNITY AREA MAP



Esri, Inc. Map Copyright © 2011

**City of Chicago**  
**Department of Buildings**  
**General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC.  
8725 WEST HIGGINS RD. SUITE 200  
O'HARE PLAZA  
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-8

FEE: \$ 2000

DATE ISSUED: 03/14/2011

DATE EXPIRES: 04/16/2012

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Richard M. Daley in black ink.

Richard M. Daley  
Mayor

Handwritten signature of Richard J. Monocchio in black ink.

Richard J. Monocchio  
Commissioner

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: F.H. Paschen, Inc. S. N. Nielsen & Assoc., LLC  
 Address: 8725 W. Higgins Road  
Chicago, IL 60631  
 (CITY) (STATE) (ZIP)

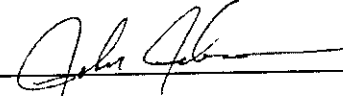
Specification#: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project#: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

Description of Operations/Location	Evidence of Insurance
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or reduction in coverage involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion/Collapse Underground <input checked="" type="checkbox"/> Products/Completed-Operations <input checked="" type="checkbox"/> Blanket Contractual <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution	Old Republic Insurance Company	B5DG96031102	10/01/2012	CSL Per Occurrence <u>\$1,000</u> General Aggregate <u>\$2,000</u> Products/Completed Operations Aggregate <u>\$2,000</u>
Automobile Liability	Old Republic Insurance Company	B5CA96031102	10/01/2012	CSL Per Occurrence <u>\$1,000</u>
<input type="checkbox"/> Excess Liability <input checked="" type="checkbox"/> Umbrella Liability	Illinois National Insurance Company	23102062	10/01/2012	Limit: <u>\$25,000</u> Each Occurrence <u>\$ 25,000</u>
Workers' Compensation and Employer's Liability	Old Republic Insurance Company	B5DW96031102	10/01/2012	Statutory/Illinois Employers Liability <u>\$1,000/1,000/\$1,000</u>
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$
Owner Contractors Protective				\$
Other: Excess Liability	Alterra America Ins.	MAXA3EC30000037	10/01/2012	Limit: <u>\$25,000</u> Each Occurrence <u>\$ 25,000</u>

- a) Each insurance policy required by this agreement, excepting policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago"
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City of Chicago.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City of Chicago that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	Signature of Authorized Rep. 
Certificate Holder/Additional Insured	Agency/Company <u>Marsh USA, Inc.</u>
City of Chicago Department of Procurement Services 121 N. LaSalle, #403 Chicago, IL 60602	Address <u>500 W. Monroe, Chicago, IL 60661</u>
	Telephone <u>(312) 627-6000</u>

FOR CITY USE ONLY  
 NAME OF CITY DEPARTMENT REQUESTING CERTIFICATE: (USING DEPT.) \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 ATTENTION: \_\_\_\_\_

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: F.H. Paschen, S.N. Nielsen & Assoc.  
 Address: 8725 W. Higgins Road, Suite 200  
Chicago IL 60631  
 (City) (State) (Zip)


Specification #: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project#: \_\_\_\_\_  
 Contract#: \_\_\_\_\_

Description of Operation/Location	<b>EVIDENCE OF INSURANCE</b>
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability  <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____  Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability	Indian Harbor Insurance Co.	PEC00292 2303	10/1/12	\$5,000.
Owner Contractors Protective				\$ _____
Other POLLUTION LIABILITY	Indian Harbor Insurance Co.	PEC00292 2303	10/1/12	\$5,000.

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured:  City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep.:  Agency/Company: <u>HUB International Scheer's Limited</u> Address: <u>601 Oakmont, Ste 400, Westmont, IL 60559</u> Telephone: <u>(630) 468-5600</u>
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**For City use only**  
 Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_  
 Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Attention: \_\_\_\_\_