PUBLIC BUILDING COMMISSION OF CHICAGO

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

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Assistant Secretary
PATRICK J. HARNEY

March 10, 2009

Leo J. Wright
F.H. Paschen, SN Nielsen & Associates, LLC
8725 W. Higgins Road, Suite 200
Chicago, IL 60631

RE: **Notice of Award**
Contract No.: 1481
Type of Work: Job Order Contracting (JOC Program)
Project : Facilities Renovation Work

Dear Mr. Wright:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on March 10, 2009 the Commission awarded to your company Contract No. 1481 not to exceed the amount of $20,000,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than March 17, 2009, to the attention of Janice Meeks.

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

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: J. Van Daveer, C. Kelly, E. Manning, B. Quinn, J. Albright, Procurement File

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2009

PRODUCER

877-945-7378

Willis of Illinois, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road
Suite 200
Chicago, IL 60631

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Zurich American Insurance Company of Illi	27855-102
INSURER B: Zurich American Insurance Company	16535-107
INSURER C: Westchester Fire Insurance Co. (THRU INT!	21121-000
INSURER D: RSUI Indemnity Company	22314-000
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	GL913942002	10/1/2008	10/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP913941902	10/1/2008	10/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	G21986094004	10/1/2008	10/1/2009	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	WC913942102	10/1/2008	10/1/2009	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER Excess Liability Excess over $25M Umbrella Policy Limits	NHA046062	10/1/2008	10/1/2009	$25,000,000. Each Occurrence $25,000,000. Aggregate	

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

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/12/2009 WITH ID: 12234577

Job #Contract 1481 - Facilities Renovation Work.

Workers Compensation Coverage:
The Proprietor Partners, Executives are Included.

OBCR 2/1/09

CERTIFICATE HOLDER

Public Building Commission
Attn: Procurement Department
Richard J. Daley Center, Room 200
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen A. Chambers

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Willis **CERTIFICATE OF LIABILITY INSURANCE**

DATE 03/20/2009

PRODUCER 877-945-7378

Willis of Illinois, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road
Suite 200
Chicago, IL 60631

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Zurich American Insurance Company of Illi	27855-102
INSURER B: Zurich American Insurance Company	16535-107
INSURER C: Westchester Fire Insurance Co. (THRU INT!	21121-000
INSURER D: RSUI Indemnity Company	22314-000
INSURER E:	

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

Professional Liability:
Insurance Company: Illinois Union Insurance Company
Policy number: CEOG2208619405
Policy Effective date: 10/01/2008
Policy Expiration date: 10/01/2009
Limits: $5,000,000. Each Occurrence
$5,000,000. Aggregate

Env. Contractors Pollution Liability:
Insurance Company: Illinois Union Insurance Company
Policy number: CEOG2208619405
Policy Effective date: 10/01/2008
Policy Expiration date: 10/01/2009
Limits: $5,000,000. Each Occurrence
$5,000,000. Aggregate

Job Desc.: Job Order Contracting (JOC Program).

If required by contract or written agreement, it is agreed that The Public Building Commission, User Agency, and the Property owner designated in the scope of work are included as Additional Insureds with respect to General Liability and Automobile Liability policies, but solely in regard to work being performed by or on behalf of the Insured in connection with the job described herein.

If required by written contract or agreement, it is agreed that such insurance as is afforded shall be Primary with any other insurance in force for or which may be purchased by Additional Insureds.

If required by written contract or agreement, it is understood and agreed that the insurance carrier Waives its rights of Subrogation against The Public Building Commission, User Agency, and the Property owner designated in the scope of work with respect to General Liability, Automobile Liability and Worker's Compensation policies.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

☒☒Named Insured: F.H. Paschen, S.N. Niel

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 03/20/09

PRODUCER

HUB International Scheer's
601 Oakmont Lane, Suite 400
Westmont IL 60559

Richard M. Scheer
Phone: 630-468-5600 Fax: 630-468-5695

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: Travelers Indemnity Company

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

F.H. Paschen S.N. Nielsen
& Associates, LLC.
8725 W. Higgins Rd, Suite 200
Chicago IL 60631

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY				[ ] BUILDING	$
	CAUSES OF LOSS				[ ] PERSONAL PROPERTY	$
	[ ] BASIC				[ ] BUSINESS INCOME	$
	[ ] BROAD				[ ] EXTRA EXPENSE	$
	[ ] SPECIAL				[ ] BLANKET BUILDING	$
	[ ] EARTHQUAKE				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
						$
						$
A	[X] INLAND MARINE	QT-660-1588C68-4	10/01/08	10/01/09	Equipment (leased & rented)	$500,000.
	TYPE OF POLICY					$
					Deductible	$2,500.
	CAUSES OF LOSS					$
	[ ] NAMED PERILS					$
	[ ] OTHER					$
	[ ] CRIME					$
	TYPE OF POLICY					$
						$
	[ ] BOILER & MACHINERY					$
						$
A	[X] OTHER Builder's Risk	QT-660-1588C68-4	10/01/08	10/01/09	(See notepad) Ded:	30,000,000.

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

See notepad attached.

CERTIFICATE HOLDER

PUB1004

Public Building Commission of Chicago
50 W. Washington St.
Richard J. Daley Center-Rm 200
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sam J. Moe

ACORD CORPORATION 1995

Re: Contract 1481. JOC Program. Facilities Renovation Work.
Loss Payees: The Public Building Commission, User Agency, and the Property Owner designated in the scope of work.

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 thererto. 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 17th 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 Obligations and Appointment of Attorney-In-Fact

Section 2. 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 President or any Executive, Senior or Group Vice President 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 17th 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 Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any 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 17th 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 Corporation 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 Corporation 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 Corporation. 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 Corporation."

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations 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, Patricia M Stein, John K Johnson, Candace T Stevenson, Duane C Trombetta, 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 corporations 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 corporations.

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 24th day of January, 2006.

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

Michael Gengler — Senior Vice President

State of Illinois, County of Cook, ss:

On this 24th day of January, 2006, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
MARIA M. MEDINA
Notary Public, State of Illinois
My Commission Expires 3/15/09

My Commission Expires March 15, 2009

Maria M. Medina — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation 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 corporations 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 corporations this 13th day of March, 2009.

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

Mary A. Ribikawskis — Assistant Secretary

Form F6853-11/2001

Safeco

POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 2161

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA,** each a Washington corporation, does each hereby appoint

*******JOHN K. JOHNSON; PATRICIA M. STEIN; ADRIENNE C. STEVENSON; CANDACE T. STEVENSON; DUANE C. TROMBETTA; Chicago, Illinois**********

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 16th day of January, 2009.

Dexter R. Legg — T A Mikolajewski

Dexter R. Legg, Secretary — **Timothy A. Mikolajewski, Vice President**

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

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

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

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

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

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

this 13th day of March, 2009.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg

Dexter R. Legg, Secretary

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Contractor: EH PASCHEN, S.N. NIELSEN & ASSOC., LLC
Address: 8725 W. HIGGINS RD. #200
City/State/Zip: CHICAGO, IL 60631
Phone Number: 773 444-3474
Fax Number: 773 714-0957

TO BE EXECUTED IN DUPLICATE

BOOK 1:
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1481

JOB ORDER CONTRACT

FACILITIES RENOVATION WORK

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Richard M. Daley
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

Any Contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts, Book 2A "Standard Terms and Conditions Procedures Manual"; Book 3 "The Construction Task Catalog"; Book 4 "Technical Specifications".

Issued for Bid March 2009

June 2008 (Rev. 1)

TABLE OF CONTENTS

DOCUMENT SUBMITTAL CHECKLIST 1

SECTION ONE - PROJECT INFORMATION 3

1. INTRODUCTION 3
2. GENERAL PROJECT INFORMATION 3
3. CONTRACT PERFORMANCE PERIOD 5
4. CONTRACT AMOUNT 5
5. CONTRACT DOCUMENTS 5
6. BID PRICING 5
7. CONTRACTOR'S MANAGEMENT PLAN 6
8. CONTRACT AWARD 8
9. ASSIGNMENT OF WORK 10
10. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED 10
11. NOTICES 11
12. LIQUIDATED DAMAGES 11
13. LICENSING 11
14. PREVAILING WAGE RATES 11

SECTION TWO - INSTRUCTIONS TO BIDDERS 13

1. EXAMINATION OF DOCUMENTS BY BIDDER 13
2. INTERPRETATIONS OR ADDENDA 13
3. INSPECTION OF SITE (INTENTIONALLY DELETED) 13
4. PRE-QUALIFICATION OF BIDDERS 13
5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER 13
6. PREPARATION OF BID 14
7. BID DEPOSIT 14
8. BIDDER'S EXECUTION OF BID 15
9. BASIS OF AWARD (AWARD CRITERIA) 15
10. AFFIDAVIT OF NON-COLLUSION 15
11. MBE AND WBE COMMITMENTS 15
12. AFFIDAVIT OF UNCOMPLETED WORK 15
13. BIDDER'S FINANCIAL STATEMENT 16
14. DISCLOSURE AFFIDAVIT 16
15. STATEMENT OF BIDDER'S QUALIFICATIONS 16
16. DISCLOSURE OF RETAINED PARTIES 16
17. SUBMISSION OF BID 16
18. WITHDRAWAL OF BIDS BEFORE BID OPENING 16
19. OPENING OF BIDS 16
20. EVALUATION OF BIDS 17
21. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 8, SECTION ONE – PROJECT INFORMATION) 17
22. PERFORMANCE AND PAYMENT BOND AND INSURANCE 17
23. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS 18
24. PROTESTS 18

SECTION THREE - CONTRACT INSURANCE REQUIREMENTS 19

SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATES 23

SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS **31**

BID FORM 1 - SCHEDULE OF PRICES 33
BID FORM 2 – AWARD CRITERIA CALCULATION 37
BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS 47
ACCEPTANCE OF THE BID 51
PROPOSAL TO BE EXECUTED BY A CORPORATION 53

SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE BID **55**
BID FORM A: AFFIDAVIT OF UNCOMPLETED WORK 55
BID FORM B: AFFIDAVIT OF NON-COLLUSION 59
BID FORM C: DISCLOSURE OF RETAINED PARTIES 61
BID FORM D: SCHEDULE B - JOINT VENTURE AFFIDAVIT 63
BID FORM E: MANAGEMENT PLAN 67
BID FORM F: BID GUARANTEE 71

SECTION SEVEN – DOCUMENTS TO BE ON FILE WITH THE COMMISSION AT THE TIME OF BIDDING **75**

STATEMENT OF BIDDER'S QUALIFICATIONS 75
DISCLOSURE AFFIDAVIT 77
FINANCIAL STATEMENT (TO BE INSERTED BY THE BIDDER) 87

SECTION EIGHT - EXHIBITS **89**

SCHEDULE C - LETTER OF INTENT FROM MBE/WBE 89
SCHEDULE D - AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION 91
SCHEDULE E - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION 93
PERFORMANCE AND PAYMENT BOND SPECIMEN 95

ATTACHMENT A

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_ Bid Form 1, Bid Form 2 and Bid Form 3 (Section Five)
2. _x_ Acceptance of the Bid (Section Five)
3. _x_ Proposal to be Executed by a Corporation (Section Five)
4. _x_ Affidavit of Uncompleted Work (Book 1, Section Six)
5. _x_ Affidavit of Non-Collusion (Book 1, Section Six)
6. _x_ Disclosure of Retained Parties (Book 1, Section Six)
7. _na_ Schedule B – Affidavit of Joint Venture (if applicable) (Book 1, Section Six)
8. _x_ Management Plan (To Be Inserted By the Bidder) (Book 1, Section One)
9. _x_ Bid Guarantee (To Be Inserted By the Bidder) (Book 1, Section Two)

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

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

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SECTION ONE - PROJECT INFORMATION

1. INTRODUCTION

A. 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 and renovation of public buildings in the City of Chicago, and to oversee the construction and renovation of those public buildings until they are turned over to the user agency that will own and operate each facility.

B. Book 1, which along with Book 2, Book 2A, Book 3 and Book 4 comprise the PBC's Job Order Contract for Renovations of Facilities 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 Construction Task Catalog and Book 4 is the Technical Specifications. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to perform the individual Work Orders. 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.

2. GENERAL PROJECT INFORMATION

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

Job Order Contracting
For
Renovation of Facilities

(Contract # 1481)

B. **Scope of Work**

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Notice-to-Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Commission furnished, needed perform the necessary work. See Section III of Article 25, the JOC General Conditions for a complete description of the Scope of Work.

This Contract is to be used primarily for the renovation and repair of facilities. A Work Order could consist of a demolition, asbestos abatement, electrical and mechanical upgrades, site work, rough and finish carpentry, and/or architectural finishes. The Commission reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

The Commission's Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract with an estimated annual value and a not to exceed contract maximum value. The contract is for a base term of 24 months with the

option for an additional two one-year terms. The contract includes a Construction Task Catalog® (CTC®) which is a collection of detailed construction tasks that have established unit prices. Interested bidders bid adjustment factors to be applied to the established unit prices.

The work under this contract may contribute to the Commission's efforts to achieve LEED certification. The JOC contractor is required to implement work and collect and provide the documentation required to support this effort.

C. User Agency: **TBD for each Work Order**

D. Commission's Representative's Name, Address, and Phone Number:

Jonathan Van Daveer
The Gordian Group
50 West Washington
Chicago, IL 60602
312-502-0001

E. Architect's Name, Address, and Phone Number: **TBD for each Work Order**

F. Commission's Project Manager: **TBD for each Work Order**

G. Ward: **Various Wards**

H. Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of Bidders" for details): **Yes**

I. Request for Information (RFI): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org prior to the bid opening date as early as possible to ensure that any questions can be answered.

J. Documents Available from: Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.

K. **Mandatory Pre-Bid Meeting Date, Time, and Location: Friday, February 6, 2009 at 1:00 pm** on the Concourse Level, RM115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. It is the Bidder's responsibility to ensure that a representative of the firm attends and signs the attendance sheet. Bids will not be considered from Bidders who didn't attend the pre-bid meeting.

L. Bid Opening Location, Date and Time: Bids will be publicly opened and read at in the 2nd Floor Board Room, Richard J. Daley Center, 50 W. Washington, Chicago, IL 60602 on **Wednesday, March 4, 2009** at 11:00 am.

M. Performance and Payment Bond: **$10,000,000**

N. Amount of Bid Deposit: **$25,000**

O. Document Deposit: No Cost

P. Cost for Additional Documents (per set): **$50.00 (non refundable)**

Q. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the area of the Work Order.

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

S. City of Chicago Residency Requirement = **50%**

3. CONTRACT PERFORMANCE PERIOD

A. This Contract is effective for the term of 24 months from the date of award of the Contract. The Commission shall have the option to extend the term for the Contract for two additional one year terms. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of the Contract still in force.

B. Performance time for each Work Order issued under this Contract will be determined by the Commission.

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

4. CONTRACT AMOUNT

A. There is no minimum value of the Contract.

B. The estimated value of the base term is $20,000,000. The maximum value of the Contract is $60,000,000.

5. CONTRACT DOCUMENTS

A. The Contract Documents constituting component parts of this Contract are the following:

1. Book I: Project Information, Instructions and Execution Documents
2. Book 2: Standard Terms and Conditions for Construction Contracts (Book 1 and Book 2 are bound together)
3. Book 2A: Standard Terms and Conditions Procedures Manual (CD-ROM)
4. Book 3: Construction Task Catalog® (CD-ROM)
5. Book 4: JOC Technical Specifications and Standard Drawings (CD-ROM)

6. BID PRICING

A. Each bidder must submit **three sets of Adjustment Factors plus an additional Adjustment Factor to be applied to work not included in the** (CTC®) in order to be considered responsive. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. **Adjustment Factors must be specified to the fourth decimal place.**

B. For bid evaluation purposes, only, the following work distributions shall be used to determine the combined adjustment factor; for example, it is estimated that 50% of the total value spent on the contract will be on projects greater than $5,000,000.

WORK ORDER VALUE	WORK ORDER DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
$0 - $500,000	5%	70%	30%
$500,001 - $1,000,000	5%	70%	30%
$1,000,001 - $5,000,000	30%	70%	30%
>$5,000,001	50%	70%	30%
Non Pre-priced	10%		

C. CTC® is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000) to the unit prices listed in the CTC®. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.

D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-8 of Book Three – the CTC® for a complete explanation of what is included in the unit prices and what is not.

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

7. CONTRACTOR'S MANAGEMENT PLAN

A. The Bidder is required to submit two copies of its plan for management of the Contract. The title of the submittal shall be **"MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING."** The Contractor's Management Plan **must be** submitted with the Bidder's bid documents.

B. In addition to the proposal documents and other required submittals, the Contractor's Management Plan will be used by the Commission to determine the responsibility of the Bidder to perform the Contract. Therefore the Bidder should take great care in the preparation of the management plan.

C. The management plan must be customized for this particular Contract. The Bidder is expected to evaluate the requirements of the Contract, assimilate the information provided at the pre-bid meeting and provide meaningful narrative regarding the topics mentioned below.

D. The Bidder may be determined non-responsive for failure to submit the Management Plan for Execution of Job Order Contracting and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the Commission.

E. The Management Plan shall include as a minimum the following information and organized specifically as shown below:

1. Construction and Operations Management Plan:

A narrative description of how you propose to execute the project, including but

not limited to:

a. Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.

b. The MBE goal for this contract is 24% and the WBE goal is 4%. Please discuss how you plan to meet or exceed the goals. List Those M/WBE firms and their duties that you anticipate utilizing on this Contract. It is preferred that the goals be attained on each Work Order. However it is difficult to meet the goals on small single trade type Work Orders. However the Contractor is still expected to achieve M/WBE participation as much as possible on these types of projects. **For Work Orders greater that $100,000, the Contractor will be required to meet or exceed the goals.**

c. The Contractor is expected to participate in the development and documentation of the scope of work for each Work Order. It has been found beneficial for the JOC Contractor to participate with the scope authors, architects and engineers, in the development of the project's scope of work. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.

d. The Contractor prepares a price proposal from the CTC®. Explain in detail your planned procedure for developing price proposals for projects in the range of $5 million to $10 million dollars within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of price proposals in regards to verifying that the items in the price proposal are required of the detail scope of work at the correct quantity.

e. Provide a Safety Program. Provide the name, qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site. Note that "site specific" safety plans will be required to be submitted at the pre-construction meeting for each Work Order.

f. Provide your approach to the expeditious close out of projects, correction of unacceptable work, and punch list procedures.

g. Incidental Architectural and Engineering services maybe required in support of individual Work Orders. Furthermore, more extensive Architectural and Engineering services that result in stampled plans may be ordered. Please identify how you intend to perform or have performed the Architectural and Engineering tasks as required by individual Work Orders for both situations above. If you plan to establish relations with architectural and engineering firms, so identify.

h. Contractor Quality Program: The Contractor Quality Program (CQP) must be submitted to the Commission for review according to Section 01400 of Book 2A. The CQP is to be submtted <u>after notification</u> of award of the Contract but before execution of the Contract. Do not submitt the CQP with the management plan. Note that "site specific" quality plan must be submitted at the pre-construction meeting for each Work Order.

i. The specifications require:

(1) All material to be removed from the site shall be tested for hazardous materials by the Contractor's independent Licensed Environmental Consultant and shall be legally disposed of in accordance with Section 21.06 "Disposal of Materials, Construction Debris, Soil, and Waste" of Book 2, all at the Contractor's cost. In no case shall these materials be reused anywhere on other portions of the Site. All

Contractor's personnel shall be trained in the proper handling of such materials.

(2) Should special disposal means be legally required for such materials, the Contractor shall submit to the Commission a certified report from its Licensed Environmental Consultant stating that all regulations and procedures were adhered to in the disposal of said materials.

(3) Please identify your intended Licensed Environmental Consultant.

2. Management Team:

a. Provide an organizational chart.

b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, perform joint scopes, prepare proposals, negotiate with subcontractors, supervise construction, perform administration tasks, prepare and submit LEED documentation and environmental reports and documentation.

c. Provide resumes of the Key Personnel listed in Book 2, JOC General Conditions and what experience and qualities will enhance the management and/or operations of this project. Resumes shall be prepared as follows: 1) Experience: in descending chronological order list for each experience: the position held, the dates in that position, the company, the major duties performed, and major projects for which the nominated person had direct responsibility in that position. 2) Education: list all schools of higher education attended and degree(s) achieved and other certificates of education earned.

3. Experience and Reference Information

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

(1) Project Name and Location:

(2) Type of Contract:

(3) Contract Amount:

(4) Date Completed:

(5) Owner Reference and Telephone No.:

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

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

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

8. CONTRACT AWARD

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

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

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

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

E. Bidders must submit four (4) sets of adjustment factors plus **an additional Adjustment Factor to be applied to work not included in the** (CTC®). Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. Each factor must take into consideration all the direct costs and indirect costs of doing business with the Commission.

1. The first adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during normal working hours. **The Commission encourages Contractors to bid as competitively as possible, however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. Therefore the Bidder must document on Bid Form 3 the methodology used to arrive at the adjustment factor amount to the satisfaction of the Commission. Failure to provide such justification will result in the bid being declared unbalanced and Article 8.D will apply. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC® against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.**

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

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

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

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

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

(3) Price variations.

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

2. The second adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during other than normal working hours. This factor must take into account all the additional costs of working on overtime, shift work and double time basis. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor. Bid Form 3 must contain adequate description of the methodology, data and information to justify the Other Than Normal Working Hours Adjustment Factor. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply.**

3. An additional adjustment factor is to be bid which will applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-priced Adjustment Factor must take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **Bid Form 3 must contain adequate description of the methodology, data and information to justify the Non Pre-priced Adjustment Factor. Failure to provide such justification will result in the bid being declared unbalanced and Article 8.D will apply.**

9. ASSIGNMENT OF WORK

If multiple awards are made, the assignment of the work is at the discretion of the Commission. However the Commission intends to assign work as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance of Article IX of the JOC General Conditions.

10. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

The Commission will furnish to the Contractor for each Work Order two (2) sets of electronic documentation and two (2) copies of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

11. NOTICES

In accordance with Book 2 Section 22.05 "Notices," Notices must be addressed as follows:

A. If to the Commission, notices must be addressed to the attention of the Commission Representative with copies to: the Executive Director.

B. If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: the Contractor's Bonding Company

12. LIQUIDATED DAMAGES

A. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in each Work Order. The Contractor and the Commission understand and will agree prior to issuance of the Work Order NTP, that the time for the completion of the Work is reasonable time. If the Contractor neglects, fails or refuses to complete the Work(Substantial Completion of Phase(s), Milestones, or Work Order) 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:

For Work Orders Valued At:	Per Calendar Day
<$300,000	$500.00
$300,000 - $1,000,000	$1,000
$1,000,000 - $5,000,000	$2,000
>$5,000,000	$3,000

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.

B. 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.

C. If Liquidated Damages do not apply to a Work Order, it will be so indicated on the Work Order Request for Proposal.

D. Substantial Completion of the Work is defined in Book 2, Section 1.01.28.

13. LICENSING

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

14. PREVAILING WAGE RATES

A. 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 in Section Four. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of labor.

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SECTION TWO - INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS BY BIDDER

A. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A); Construction Task Catalog® (Book 3); Technical Specifications (Book 4); plans; drawings; Addenda (if any); and bonds. The Bidder shall familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

2. INTERPRETATIONS OR ADDENDA

A. 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: Janice Meeks, Senior Contract Officer, email; janicemeeks@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.

3. INSPECTION OF SITE (INTENTIONALLY DELETED)

4. PRE-QUALIFICATION OF BIDDERS

A. 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.

B. 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.

5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER

A. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the

Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

B. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

6. PREPARATION OF BID

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

B. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.

C. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.

D. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.

E. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.

F. The Bid Documents shall include the documents specified on the Document Submittal Checklist on page 1.

G. Current versions of the following documents shall be on file at the Commission at the time of bid opening:

1. Financial Statement
2. Disclosure Affidavit
3. Statement of Bidder's Qualifications

7. BID DEPOSIT

A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, "General Project Information", Paragraph O to ensure:

1. Non-withdrawal of the bid after date and time of opening.
2. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.

B. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.

D. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a

Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

8. BIDDER'S EXECUTION OF BID

A. The Bidder must execute the bid in two (2) original counterparts.

B. Bids must be submitted with original signatures in the space provided on Bid Form D, Section Six, "Acceptance of the Bid." Bids not properly signed shall be rejected.

C. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate Seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.

D. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.

E. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.

F. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

9. BASIS OF AWARD (AWARD CRITERIA)

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

10. 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.

11. MBE AND WBE COMMITMENTS

If awarded the Contract, the bidder agrees to the terms of Article 23 "MBE/WBE Special Conditions of Book Two, Standard Terms and Conditions for Construction Contracts.

12. 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.

13. BIDDER'S FINANCIAL STATEMENT

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

14. DISCLOSURE AFFIDAVIT

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

15. STATEMENT OF BIDDER'S QUALIFICATIONS

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

16. DISCLOSURE OF RETAINED PARTIES

A Disclosure of Retained Parties form will be completed and submitted with the bid. Additionally, a Disclosure of Retained Parties form will be completed and submitted for each Work Order prior to the start of construction and prior to issuance of a Work Order notice to proceed.

17. SUBMISSION OF BID

A. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.

B. Bids received prior to the advertised hour of opening will be securely kept by the Commission.

C. 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.

18. WITHDRAWAL OF BIDS BEFORE BID OPENING

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

19. 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.

20. EVALUATION OF BIDS

A. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Award Criteria Figure.

B. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.

C. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

21. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 8, SECTION ONE – PROJECT INFORMATION)

22. PERFORMANCE AND PAYMENT BOND AND INSURANCE

A. 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.

B. 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.

C. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.

D. The Performance and Payment Bond shall be in the form herein and in the amount shown in Section One, Paragraph N herein and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or 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.

E. 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.

23. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS

A. The order of precedence of the components of the Contract Documents shall be as follows:

1. Book 2 - Standard Terms and Conditions and JOC Special Conditions;
2. Book 2A – Standard Terms and Condtions Procedures Manual
3. Addenda, if any;
4. The Work Order specific Plans, Drawings and Specifications;
5. Standard Specifications of the Commission, the City, State or Federal Government, if any;
6. Book 3 – the Construction Task Catalog®;
7. Book 4 – The JOC Technical Specifications and Standard Drawings;
8. Book 1 - Project Information, Instructions, and Execution Documents;
9. Advertisement for bids; and
10. Performance and Payment Bond, if required.

B. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

24. PROTESTS

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

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

SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

Contract # 1481
CONTRACT 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. 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.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability**

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

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission and the User Agency as identified in the Work Order RFP are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

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

User Agency are to be named as additional insureds on a primary, non-contributory basis.

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

5) **Professional Liability**

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

6) **Builders Risk**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission and the User Agency are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission and/or User Agency property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence

from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified 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. Nonfulfillment 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 Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission and the User Agency, 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 and the User Agency do not contribute with insurance provided by the Contractor under the Contract.

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

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the 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

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

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 09/29/2008

PRODUCER

877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road
Suite 200
Chicago, IL 60631

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Zurich American Insurance Company of Illi	27855-102
INSURER B: Zurich American Insurance Company	16535-107
INSURER C: Westchester Fire Insurance Co. (THRU INT	21121-000
INSURER D: RSUI Indemnity Company	22314-000
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	GL913942002	10/1/2008	10/1/2009	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		POLICY X PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
B	X	AUTOMOBILE LIABILITY	BAP913941902	10/1/2008	10/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C	X	EXCESS/UMBRELLA LIABILITY	G21986094004	10/1/2008	10/1/2009	EACH OCCURRENCE	$ 25,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 25,000,000
		DEDUCTIBLE					$
		RETENTION $					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC913942102	10/1/2008	10/1/2009	X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHERExcess Liability Excess over $25M Umbrella Policy Limits	NHA046062	10/1/2008	10/1/2009	$25,000,000. Each Occurrence $25,000,000. Aggregate	

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

Job: Contract Number 1471

orkers Compensation Coverage:
The Proprietor Partners, Executives are Included.

CERTIFICATE HOLDER

Public Building Commission Procurement Department
Richard J. Daley Center, Room 200
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen J. Chambers

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Willis

CERTIFICATE OF LIABILITY INSURANCE

DATE 09/29/2008

PRODUCER

877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Road
Suite 200
Chicago, IL 60631

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Zurich American Insurance Company of Illi	27855-102
INSURER B: Zurich American Insurance Company	16535-107
INSURER C: Westchester Fire Insurance Co. (THRU INT!	21121-000
INSURER D: RSUI Indemnity Company	22314-000
INSURER E:	

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

Professional Liability:
Insurance Company: Illinois Union Insurance Company
Policy number: CEOG2208619405
Policy Effective date: 10/01/2008
Policy Expiration date: 10/01/2009
Limits: $5,000,000. Each Occurrence
$5,000,000. Aggregate

Env. Contractors Pollution Liability:
Insurance Company: Illinois Union Insurance Company
Policy number: CEOG2208619405
Policy Effective date: 10/01/2008
Policy Expiration date: 10/01/2009
Limits: $5,000,000. Each Occurrence
$5,000,000. Aggregate

Job Desc: New Construction - Southwest Area Middle School.

If required by contract or written agreement, it is agreed that Public Building Commission Procurement Department, Board of Education of the City of Chicago and the City of Chicago are included as Additional Insureds with respect to General Liability, Automobile Liability and Umbrella Liability, but solely in regard to work being performed by or on behalf of the Insured in connection with the project described herein.

If required by written contract or agreement, it is agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Public Building Commission Procurement Department, Board of Education of the City of Chicago and the City of Chicago.

If required by written contract or agreement, it is understood and agreed that the insurance carrier waives its rights of subrogation against Public Building Commission Procurement Department, Board of Education of the City of Chicago and the City of Chicago.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Coll:2491467 Tpl:833598 Cert:11412219

SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATES

Cook County Prevailing Wage for February 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER		BLD		41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER		BLD		32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER		BLD	1	43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	2	42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	3	39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	4	38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	2	41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	3	39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	4	38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	5	36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS		BLD		29.920	33.590	1.5	1.5	1.5	2.600	2.390	0.000	0.000
PILEDRIVER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER		BLD		42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER		BLD		38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER		BLD		43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER		BLD		36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER		BLD		33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON		BLD		37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON		BLD		38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	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
TUCKPOINTER		BLD		38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

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)

Tmg (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

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

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all mateiral 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 installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine,

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

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

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

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1481 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) 1, 2

_____, c) Project Information, Instructions, and Execution Documents (Book 1), d) Book 2A Standard Terms and Conditions Procedures Manual, e) Book 3 The Construction Task Catalog®, f) Book 4 Technical Specifications, and g) Plans and Drawings.

Further, the Contractor, having 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 as described in the Construction Task Catalog® as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on the next pages.

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 Work Order Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in the Work Order"

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

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

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

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Contract No: 1481

BID FORM 1 - SCHEDULE OF PRICES

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

FOR WORK ORDER VALUE $0 - $500,000

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

   0.8877

   (Specify to four (4) decimal places)

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

   0.9001

   (Specify to four (4) decimal places)

FOR WORK ORDER VALUE $500,001 - $1,000,000

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

   0.8877

   (Specify to four (4) decimal places)

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

   0.9001

   (Specify to four (4) decimal places)

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FOR WORK ORDER VALUE $1,000,001 - $5,000,000

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

0.8877

(Specify to four (4) decimal places)

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

0.9001

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE >$5,000,001

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

0.8877

(Specify to four (4) decimal places)

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

0.9001

(Specify to four (4) decimal places)

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

1.0133

(Specify to four (4) decimal places)

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

Award Criteria Figure = 17,204,839.23

Seventeen Million, Two Hundred Four Thousand, Eight Hundred Thirty Nine + 23/100

(words)

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Contract No: 1481

BID FORM 2 – AWARD CRITERIA CALCULATION

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

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 35 to the space provided on Bid Form 1. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 22, 24, 26,28, 30 and 32 during construction of the project.

Lines 22, 24 and 26 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 28, 30 and 32 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

CANVASSING FORMULA

FOR WORK ORDER VALUE $0 - $500,000

Line 1.	Normal Working Hours Adjustment Factor	0.8877
Line 2.	Multiply Line 1 by (.05 X .70) = .035	0.0311
Line 3.	Other Than Normal Working Hours Adjustment Factor	0.9001
Line 4.	Multiply Line 3 by (.05 X .30) = .015	0.0135

FOR WORK ORDER VALUE $500,001 - $1,000,000

Line 5.	Normal Working Hours Adjustment Factor	0.8877
Line 6.	Multiply Line 5 by (.05 X .70) = .035	0.0311
Line 7.	Other Than Normal Working Hours Adjustment Factor	0.9001
Line 8.	Multiply Line 7 by (.05 X .30) = .015	0.0135

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FOR WORK ORDER VALUE $1,000,001 - $5,000,000

Line 9.	Normal Working Hours Adjustment Factor	0.8877
Line 10.	Multiply Line 9 by (.30 X .70) = .210	0.1864
Line 11.	Other Than Normal Working Hours Adjustment Factor	0.9001
Line 12.	Multiply Line 11 by (.30 X .30) = .090	0.0810

FOR WORK ORDER VALUE >$5,000,001

Line 13.	Normal Working Hours Adjustment Factor	0.8877
Line 14.	Multiply Line 13 by (.50 X .70) = .350	0.3107
Line 15.	Other Than Normal Working Hours Adjustment Factor	0.9001
Line 16.	Multiply Line 15 by (.50 X .30) = .15	0.1350
Line 17.	Non Pre-priced Adjustment Factor	1.0133
Line 18.	Multiply Line 17 by .10	0.1013
Line 19.	Add lines 2, 4, 6 8, 10,12, 14, 16 and 18	0.9036
Line 20.	Maximum Value of Contract, Base Contract Term	$20,000,000
Line 21.	Multiply Line 19 by Line 20	18,072,310.12
Line 22.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	0.5000
Line 23.	Multiply Line 21 by Line 22 by 0.04	361,446.20
Line 24.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	0.5000
Line 25.	Multiply Line 21 by Line 24 by 0.03	271,084.65
Line 26.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	0.5000

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Line 27.	Multiply Line 21 by Line 26 by 0.01	90,361.55
Line 28.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	0.1000
Line 29.	Multiply Line 21 by Line 28 by 0.04	72,289.24
Line 30.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	0.1000
Line 31.	Multiply Line 21 by Line 30 by 0.03	54,216.93
Line 32.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	0.1000
Line 33.	Multiply Line 21 by Line 32 by 0.01	18,072.31
Line 34.	Summation of lines 23,25, 27,29,31 and 33	867,470.89
Line 35.	Subtract line 34 from Line 21	17,204,839.23

(Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 35) to the space provided on Bid Form 1 of this proposal. The Commission reserves the right to revise all arithmetic calculations for correctness.

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3. Community Hiring Bonuses

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

A. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.

B. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

C. Definitions

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

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

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

4. Liquidated Damages

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 22, 24, 26, 28, 30 and 32 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

For each 1% deficiency of minority Journeyworkers not utilized toward the goal (Line 22) four cents per hundred dollars of the Awarded Work Order Amount, calculated as follows:

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

Each one percent (1%) deficiency of shortfall toward the goal (Line 28) for female Journeyworkers shall be computed in the same way.

For each 1 % deficiency of minority Apprentices not utilized toward the goal (Line 24) three cents per hundred dollars of the Awarded Contract Amount, calculated as follows:

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

Each one percent (1%) deficiency of shortfall toward the goal (Line 30) for female Apprentices shall be computed in the same way.

For each 1 % deficiency of minority Laborers not utilized toward the goal (Line 26) one cent per hundred dollars of the Awarded Contract Amount, calculated as follows:

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

Each one percent (1%) deficiency of shortfall toward the goal (Line 32) for female Laborers shall be computed in the same way.

Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

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

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

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

The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

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

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

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

6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Bricklayers	30%
Carpenters	35%
Cement Masons	25%
Electricians	25%
Glazers	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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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS

CONFIDENTIAL

INSTRUCTIONS:

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

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

1.1 Work Order Value $0 - $500,000

See Attached Sheet

1.2 Work Order Value $500,001 - $1,000,000

"

1.3 Work Order Value $1,000,001 - $5,000,000

"

1.4 Work Order Value > $5,000,001

"

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

2.1 Work Order Value $0 - $500,000

See Attached Sheet

2.2 Work Order Value $500,001 - $1,000,000

"

2.3 Work Order Value $1,000,001 - $5,000,000

"

2.4 Work Order Value > $5,000,001

"

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Part 1: Calculation Of The Normal Working Hours Adjustment Factor for Work Orders From $0 To $5,000,000 and Greater

Part 1: 1.1, 1.2, 1.3, 1.4

F.H. Paschen, SNNielsen, Inc. has completed a comprehensive cost analysis of the Public Building Commission of Chicago CTC by comparing the new 2009 unit costs to FHP's current JOC contracts and their Construction Task Catalogs.

Recent projects and related costs were used to compare the new unit costs. Projects up to $5,000,000 were used based on similar renovation work in the City of Chicago and surrounding areas, primarily with the Chicago Public Schools and the United States Postal Service. Line items from the new 2009 Public Building Commission of Chicago CTC were compared to both approved and completed projects and the CTC proposals associated with these projects.

As stated in the contract documents, FHP has taken into consideration all of its business related and construction related costs in order to calculate the adjustment factor. FHP is confident that the adjustment factors are balanced and responsible.

FHP anticipates completing a volume of $10 million over the course of the 1st contract year and, potentially, a total of $60 million worth of work over the entire duration of the contract. With this amount of volume, FHP has experienced running an overhead cost of 7% and lower. Based on the comparisons listed below, FHP would net a profit of 8% or $4.8 million over four years. FHP is confident that applying the same adjustment factor to each individual adjustment factors. FHP is confident that applying a consistent adjustment factor for each of the four sub-categories would not diminish FHP's performance or profitability over the duration of the contract.

Part 1, 1.1 Calculation Of The Normal Working Hours Adjustment Factor for Work Orders From $0 To $5,000,000 and Greater

JOC Projects	JOC Project	Original Project Estimate	Original Project Cost	2009 PBC Bid Comparision Current Estimate with Factor of 1.000	2009 PBC Bid Comparision Cost
CPS	Hayes Administrative Offices - Interior Remodeling	$375,000.00	$257,684.00	$407,246.34	$257,684.00
USPS	Chicago PD&C - Chicago Fix-UP MPO	$223,942.00	$163,000.00	$232,117.76	$163,000.00
USPS	Downers Grove - Temporary Carrier Annex	$456,295.52	$372,000.00	$467,939.42	$372,000.00
CPS	Holden - Roof Truss/Skylight Renovation	$203,266.55	$140,567.00	$236,378.42	$140,567.00
USPS	Algonquin - Interior Paint, Door & Walk Repairs	$42,530.04	$36,500.00	$45,464.12	$36,500.00
CPS	Senn High School Renovation	$112,898.52	$92,133.00	$145,877.86	$92,133.00
CPS	Spry School Science Labs	$988,860.76	$820,776.00	$1,090,350.23	$820,776.00
CPS	Raymond School Renovation	$2,366,993.29	$1,625,000.00	2,363,026.48	$1,625,000.00
CPS	Gladstone Elementary School	$3,073,229.35	$2,700,000.00	3,297,263.74	$2,700,000.00
CPS	Chicago Academy - Interior Finishes	$1,181,312.46	$885,000.00	1,178,025.49	$885,000.00
CPS	John Hancock High School Renovation	$1,577,873.81	$1,351,480.00	$1,897,624.92	$1,351,480.00
PBC	Lee Pasteur	$2,235,485.56	$1,812,433.52	$2,293,507.02	$1,812,433.52
PBC	Taylor Lauridsen Site Prep	$440,684.99	$359,999.30	$438,470.31	$359,999.30
PBC	Engine Co. 121 / Emergency Curb Placement	$18,862.84	$18,862.00	$21,041.51	$18,862.00
				Sub Total	$14,114,333.62	$10,635,434.82
				Proposed Factor	0.8877	
	Totals	$13,297,235.69	$10,635,434.82	$12,529,293.96	10,635,434.82
	Overhead & Profit	$2,661,800.87	20.02%	$1,893,859.14	15.12%

The 2009 PBC estimate was calculated using a factor of .8877 for Normal Working Hours and compared to the previous CTC and the associated project costs at the time of the project. This analysis shows that FHP can cover their overhead and be profitable at a factor of .8877 for Work Orders up to $5,000,000 and greater. F.H. Paschen has chosen to use a consistent series of multiplying factors, regardless of project size, for all listed categories that apply to this contract.

Part 2: Calculation Of The Other Than Normal Working Hours Adjustment Factor for Work Orders $0 to $500,000

Part 2 : 2.1, 2.2, 2.3, 2.4

In reviewing the Other than Normal Adjustment Factor we have calculated the increase for Shift Time, Over Time & Double Time. When calculating the premium time only the Labor component is affected.

	Labor Increase	Labor	Material	OH&P	Total	% Increase
Shift Time		$ 40.00	$ 40.00	$ 20.00	$ 100.00	100.00%
Over Time	35.0%	$ 54.00	$ 40.00	$ 20.00	$ 114.00	114.00%
Double Time	75.5%	$ 70.20	$ 40.00	$ 20.00	$ 130.20	130.20%

Based on our experience in JOC we have found that approximately 75% of the Other Than Normal Work is performed on a Shift basis and 25% is performed on Over Time.

Blend Rate of Shift, Over Time & Double Time

	Blend	Rate	Wt Average
Shift Time	90.0%	100.00%	90.00%
Over Time	10.0%	114.00%	11.40%
Double Time	nil	130.20%	0.00%
Total			101.40%

Based on this calculation we believe that you can use a coefficient of 1.0140 to modify the Normal Working Hour Adjustment Factor for this project.

Normal Adjustment Factor	**0.8877**
Calculated Coefficient	**1.0140**
Other Than Normal Adjustment Factor	**0.9001**

Therefore, our calculation for Other than Normal Adjustment Factor is reasonable and consistent with industry standards

Part 3: Calculation of the Non-Prepriced Adjustment Factor

Based on our extensive JOC experience we have found that the use of Non-Prepriced has been very limited or not used at all. The Construction Task Catalog is very complete and provides us with thousands of unit prices to choose from. In the rare occasion that we have had to use Non-Prepriced items it has been generally limited to special material or equipment purchases.

Base Cost		**1.0000**
Bond	0.553%	**0.0055**
Insurance	0.777%	**0.0078**
Non-Prepriced Adjustment Factor		**1.0133**

Therefore based on these calculations we believe that a 1.0133 Adjustment factor can be used for non-prepriced items for this project.

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

See Attached Sheet

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

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

Secretary

Chairman

CONTRACTING PARTY
(Print or type names underneath all signatures)

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

8725 W. Higgins Rd., Suite 200
Chicago, Illinois 60631
Address

If a ~~Corporation~~: Limited Liability Company

By
Leo J. Wright

~~President~~ Agent
Title of Signatory

ATTEST:
By
Carol M. Einfalt

Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of Cook State of IL
Subscribed and sworn to before me on this 4th day of March, 20 09.

Notary Public Signature
Commission Expires: August 24, 2010

(SEAL)

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

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
O'HARE PLAZA
CHICAGO IL 60631

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC04257**

CERTIFICATE NUMBER: **GC04257-5**

FEE: **$ 2000**

DATE ISSUED: **03/27/2008**

DATE EXPIRES: **04/16/2009**

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.

Richard M. Daley
Mayor

R. L. Rodriguez
Commissioner

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

PROPOSAL TO BE EXECUTED BY A CORPORATION

Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of F.H. Paschen, S.N. Nielsen & Assoc., LLC, a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on June 11th, 20 08, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated March 4th, 20 09 to the Public Building Commission of Chicago, for Contract No. 1481 of said Commission;

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

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

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

President: See Attached Directive
Vice President: _____
Secretary: _____
Treasurer: _____
Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 4th day of March, 20 09.

Carol M Einfalt
Secretary - Carol M. Einfalt

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CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a Directive issued by FHP Management, Inc. on June 11, 2008, the 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, 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
Carol M. Einfalt	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent

I do hereby further certify that said directive 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., Manager of F. H. Paschen, S.N. Nielsen & Associates, LLC., this 11th day of February, 2009.

Carol M Einfalt

Carol M. Einfalt
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 11th day of February, 2009.

Kathleen Pattison

Notary Public

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

1481

F.H. Paschen, S.N. Nielsen & Assoc., LLC
Authorized Company Agents
Name and Address

Frank H. Paschen
8725 W. Higgins Rd., Suite 200
Chicago, IL 60631

Joseph V. Scarpelli
1062 Parkview Circle
Carol Stream, IL 60188

W. Mark Barkowski
18051 John Charles Drive
Orland Park, IL 60467

James V. Blair
2422 Wood Street
River Grove, IL 60171

Lyle R. Shear
201 W. 6th Street
Manteno, IL 60950

Robert F. Zitek
12 Glenoble Court
Oak Brook, IL 60523

Carol Einfalt
2200 Bouterse, #404
Park Ridge, IL 60068

Leo J. Wright
2680 Clara Avenue
Aurora, IL 60502

26-Feb-09

F.H. Paschen, S.N. Nielsen & Associates, LLC
Investor Membership Interests

Name	Address	Interest
Frank H. Paschen	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	41.0
William M. Barkowski	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	4.25
James V. Blair	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	10.0
Carol M. Einfalt	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	4.0
Frank H. Paschen III	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	2.5
Joseph V. Scarpelli	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	3.5
Robert F. Zitek	O'Hare Plaza, 8725 W. Higgins Rd., Chicago, IL 60631	7.5

26-Feb-09

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

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

BID FORM A: Affidavit of Uncompleted Work

PART 1: WORK UNDER CONTRACT ..... See Attached Affidavit

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE. (NOTE: Part 1 = Part 2 + Part 3)

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

PART 2: UNCOMPLETED WORK TO BE COMPLETED WITH THE BIDDER'S OWN FORCES

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

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

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of December 5, 2008

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	
County and Section Number	Terminal 1 & 2 Reh	Juarez H.S.	Red/Blue Line - Es	Route 41 Relocate	
Contract With	CDOA	CPS	CTA	CDOT	
Estimated Completion Date	Febrauary 8, 2008	Dec 2009	October 2011	Dec 01, 2008	
Total Contract Price	$93,554,967	$22,561,000	$16,581,000	$17,108,819	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$2,095,827	$19,494,102	$12,033,031	$3,491,722	$507,723,215
Uncompleted Dollar Value if Firm is the Subcontractor					$4,259,079
			Total Value of All Work		$511,982,294

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.

					Accumulated Totals
Earthwork				$713,000	$2,000,000
Portland Cement Concrete Paving					$24,391,006
Bituminous Plant Mix					$0
Bituminous Aggregate Mixture					$0
Miscellaneous Bituminous Paving					$0
Clean & Seal Cracks/Joints					$0
Aggregate Bases & Surfaces				$295,000	$295,000
Hwy, R.R. & Wtrwy Strctrs					$11,969,795
Drainage				$50,000	$100,000
Electrical					$0
Cover and Seal Coats					$0
Misc. Concrete Construction				$572,000	$12,339,000
Landscaping					$0
Fencing					$0
Guardrail					$0
Painting					$0
Signing					$0
Fabrication					$0
Building Construction		$4,417,000	$2,815,242		$73,632,641
Other Construction (List) Demo				$136,000	$631,000
Other Construction (List) Misc.					$3,900,000
Other Construction (List)					$0
Owner's Facilities					$0
Totals	$0	$4,417,000	$2,815,242	$1,766,000	$129,258,442

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	Garth Masonry	Acorn Fence	DLZ	Benchmark
Type of Work	Masonry, Concrete	Fence	Survey	Sewer
Subcontract Price	$6,983,774	$7,800	$50,000	$6,415,846
Amount Uncompleted	$0	$7,800	$45,298	$90,938
Subcontractor	Midwest Wrecking	BSB Development	MJC	Brandenburg
Type of Work	Demolition	Excavation	Demolition	Demolition
Subcontract Price	$385,000	$1,022,650	$75,225	$1,907,584
Amount Uncompleted	$0	$906,410	$32,145	$8,500
Subcontractor	C.L. Bec	LPS Pavement	Garth	Sanchez
Type of Work	Carpentry	Brick pavement	Demolition	Paving
Subcontract Price	$920,886	$108,000	$471,342	$15,960
Amount Uncompleted	$0	$108,000	$86,169	$15,960
Subcontractor	Thatcher Engineer	Revcon	U S Architectual	Midwest Fence
Type of Work	Bracing/Rentention	Caisson	Steel	Fence
Subcontract Price	$1,392,068	$480,265	$1,435,445	$38,101
Amount Uncompleted	$0	$0	$832,330	$5,136
Subcontractor	Dynamic Wrecking	Harrington Exc	Q C Enterprize	Mega Steel
Type of Work	Excavation	Site util	Terrazzo	Reinforcing Steel
Subcontract Price	$850,000	$115,000	$40,000	$68,801
Amount Uncompleted	$28,374	$115,000	$40,000	$23,598
Subcontractor	Enviroplus, Inc	Degraf	EVC	Midwest Forestree
Type of Work	Abatement	Concrete	Paint	Clearing
Subcontract Price	$105,355	$685,000	$58,000	$4,800
Amount Uncompleted		$380,300	$32,000	$0
Subcontractor	Era Valdiva Contra	Carol Steel	Commonwealth	Air Preessure Damp
Type of Work	Paint	Steel	Downspouts	Damproofing
Subcontract Price	$391,179	$3,600,000	$17,915	$6,000
Amount Uncompleted	$0	$2,354,806	$16,879	$1,748
Subcontractor	Edward Gillen	Pederson	Admiral Heating	Ludwig
Type of Work	Piling	Landscape	HVAC	Explosives
Subcontract Price	$1,414,015	$115,000	$19,000	$5,850
Amount Uncompleted	$0	$115,000	$0	$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	$44,535,200	$11,677,285	$10,271,415	$1,857,713
Amount Uncompleted	$2,067,453	$11,089,786	$8,132,968	$1,579,842
Total Uncompleted	$2,095,827	$15,077,102	$9,217,789	$1,725,722

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 the Lettin

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
County and Section Number	Peterson Elm Sch	Tri-State TollwayNI	Recon. 75th & 79th	Tri-State Toll way	SB Tri State I-294
Contract With	Chicago Pub Sch	Illinois Tollway	Metra	Illinois Tollway	Illinois Tollway
Estimated Completion Date	December, 2008	Nov. 15, 2009	Feb. 2010	October 31, 2006	Dec.13, 2009
Total Contract Price	$15,152,199	$51,961,176	$5,698,000	$73,902,426	$38,692,729
Uncompleted Dollar Value if Firm is the Prime Contractor	$2,604,141	$49,661,176	$5,698,000	$825,706	$30,248,574
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		$354,000	$200,000		$184,000
Portland Cement Concrete Paving		$11,756,000		$0	$3,009,000
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces				$0	
Hwy, R.R. & Wtrwy Strctrs		$5,028,813	$846,000	$0	$4,846,933
Drainage			$50,000		
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction		$5,601,000	$216,000		$3,225,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction	$582,595				
Other Construction (List) Demo		$150,000	$345,000		
Other Construction (List) Misc.			$400,000		
Other Construction (List)					
Owner's Facilities					
Totals	$582,595	$22,889,813	$2,057,000	$0	$11,264,933

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BC 57(Rev. 7/04)

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	Eason		Highway Tech	Midwest Fence Co.	Kapur
Type of Work	Abatement		Traffic Con	Fence	Survey
Subcontract Price	$200,000		$38,000	$645,500	$256,200
Amount Uncompleted	$34,873		$38,000	$0	$213,500
Subcontractor	Technica		Araiza	S & J Construction	Arrow Road
Type of Work	Demolition		Concrete	Steel Work	Asphalt
Subcontract Price	$219,369		$33,240	$1,777,000	$3,762,667
Amount Uncompleted	$23,801		$33,240	$0	$3,097,927
Subcontractor	Abiltiy Rockroad		Mega Steel	United Rentals	Amerian Restoratio
Type of Work	Asphalt		Reinforcing	Traffic Control	Restoration
Subcontract Price	$45,963		$68,625	$775,781	$33,492
Amount Uncompleted	$37,963		$68,625	$5,400	$33,492
Subcontractor	Arc		Amerian Restorato	American Demolitic	Omega Demo
Type of Work	Underground		Restoration	Demolition	Demolition
Subcontract Price	$389,991		$1,958,312	$845,939	$698,110
Amount Uncompleted	$8,834		$1,958,312	$0	$652,186
Subcontractor	Atrium		Crown	Laredo System	Diamond Coring
Type of Work	Landscape		Paint	Landscaping	Concrete Cutting
Subcontract Price	$94,598		$92,600	$314,871	$96,885
Amount Uncompleted	$94,598		$92,600	$34,196	$96,885
Subcontractor	Fiberwrap		Hecker	Ricci/Welch, Inc.	Vixen
Type of Work	Concrete		Electrical	Sewer Work	Curb and Gutter
Subcontract Price	$251,448		$141,700	$4,240,268	$198,808
Amount Uncompleted	$9,000		$141,700	$0	$198,808
Subcontractor	Metal Erectors			Edward Gillen	Aldridge
Type of Work	Metal			Piling	Electrical
Subcontract Price	$58,500			$2,654,256	$541,061
Amount Uncompleted	$0			$0	$479,124
Subcontractor	A-1			S & R Masonry, Inc	Illini Fence
Type of Work	Roofing			Masonry	Fence
Subcontract Price	$390,728			$435,624	$120,139
Amount Uncompleted	$44,778			$0	$78,540
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	$11,231,766	$26,771,363	$1,308,523	$43,384,641	$16,950,434
Amount Uncompleted	$1,767,699	$26,771,363	$1,308,523	$786,110	$14,133,179
Total Uncompleted	$2,021,546	$26,771,363	$3,641,000	$825,706	$18,983,641

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 the Letting of December 5, 2008

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PART I. WORK UNDER CONTRACT

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	10	11	12	13	14
County and Section Number	Collins	Willow Road	Midway - Concours	South Water Purific	Washington St.
Contract With	CPS	ISTHA	CDOA	CDOT	Lake Cty Gr.
Estimated Completion Date	August 15, 2007	June 30, 2008	Feb. 2010	November 2006	Oct. 31, 2009
Total Contract Price	$7,585,686	$24,374,460	$26,169,000	$4,638,973	$4,859,549
Uncompleted Dollar Value if Firm is the Prime Contractor	$296,341	$70,955	$26,169,000	$26,564	
Uncompleted Dollar Value if Firm is the Subcontractor					$4,259,079

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					$2,880,030
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					$898,049
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction			$6,674,000		
Other Construction (List) Demo					
Other Construction (List) Misc.					
Other Construction (List)					
Owner's Facilities					
Totals	$0	$0	$6,674,000	$0	$3,778,079

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BC 57 (Rev. 7/04)

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	F & B	Peter Baker	Universal Security	Speedy Gonzales	Area
Type of Work	Masonry	Asphalt	Security	Landscape	Steel Erection
Subcontract Price	$176,691	$1,298,487	$50,000	$215,900	$90,400
Amount Uncompleted	$0	$68,567	$50,000	$10,900	$90,400
Subcontractor	K Bailey	Jabco	Quality Exc.	Arc Underground	Rampart Hydro
Type of Work	Carpentry		Excavation	Utilities	Hydro Demo
Subcontract Price	$18,666	$327,536	$420,000	$435,047	$29,400
Amount Uncompleted		$0	$420,000	$6,727	$29,400
Subcontractor	Jade	Araiza Corp	Foundation Drilling	Precision	
Type of Work	Carpentry	Concrete work	Cassions	Surveyors	
Subcontract Price	$161,217	$529,841	$18,000	$25,400	
Amount Uncompleted	$10,384	$48,323	$18,000	$0	
Subcontractor	Lake Shore Glass	Hecker and Co.	Chakra	L & M Welding	
Type of Work	Glass	Electrical	Misc Carpentry	Steel	
Subcontract Price	$68,850	$1,928,487	$20,000	$113,371	
Amount Uncompleted	$0	$474,787	$20,000	$0	
Subcontractor	Market	GFS	Perfomance Plumb	Powell	
Type of Work	Drywall	Fence & Guardrail	$850,000	Roofing	
Subcontract Price	$533,954	$375,447	$850,000	$33,555	
Amount Uncompleted	$0	$2,480		$0	
Subcontractor	Titan Commercial	Natural Creations		Plumbing Sys.	
Type of Work	Floor	Landscape		Plumbing	
Subcontract Price	$88,705	$207,153		$44,822	
Amount Uncompleted	$2,705	$10,709		$0	
Subcontractor	Just Rite	Lucky Charm		QuBar	
Type of Work	Acoustic	Clearing		HVAC	
Subcontract Price	$185,648	$52,626		$137,119	
Amount Uncompleted	$23,348	$3,770		$7,737	
Subcontractor	Mr Davids	Area Equipment		Sager	
Type of Work	Flooring	Steel erection		Sealant	
Subcontract Price	$192,611	$325,718		$10,175	
Amount Uncompleted	$0	$0		$1,200	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	$4,730,159	$9,138,564	$18,987,000	$2,243,840	$361,200
Amount Uncompleted	$259,904	($537,681)	$18,987,000		$361,200
Total Uncompleted	$296,341	$70,955	$19,495,000	$26,564	$481,000

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 the Letting of December 5, 2008

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PART I. WORK UNDER CONTRACT

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	15	16	17	18	19
County and Section Number	River Rd Plaza 19	Belmont/Fullerton s	9th District Police	Upper DesPlaines	Southwest Middle
Contract With	Illinois Tollway	CTA	PBC	MWRDofGC	PBC
Estimated Completion Date	June 2007	February 2010	December 2009	May 2009	Oct 1, 2009
Total Contract Price	$26,463,264	$104,626,424	$28,977,000	$11,756,000	$29,390,000
Uncompleted Dollar Value if Firm is the Prime Contractor	$423,327	$23,092,572	$1,071,789	$10,616,212	$24,963,616
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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Earthwork					
Portland Cement Concrete Paving					
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction		$2,286,135	$100,000	$2,113,938	$2,376,919
Other Construction (List) Demo					
Other Construction (List) Misc.					
Other Construction (List)					
Owner's Facilities					
Totals	$0	$2,286,135	$100,000	$2,113,938	$2,376,919

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BC 57 (Rev. 7/04)

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	Civil	Dynamic Wrecking	Superior Fl	Falk	M T Transit
Type of Work	Sewer	Demolition	Flooring	Survey	Excavation
Subcontract Price	$940,884	$3,736,394	$62,430	$65,596	$304,789
Amount Uncompleted	$76,089	$37,857	$0	$0	$87,895
Subcontractor	Specialty	Case Foundation	T & D	Harrington	Flk Engineer
Type of Work	Pavement Demo.	Cassions	Excavating	Excavation	Survey
Subcontract Price	$24,328	$4,337,441	$2,558,000	$170,415	$30,000
Amount Uncompleted	$0	$86,676	$0	$0	$9,926
Subcontractor	NES	Civil Contr.	Cabo	Accu Paving	Pederson
Type of Work	Traffic Control	Utilities	Sewer	Asphalt	Landscape
Subcontract Price	$615,354	$795,000	$275,688	$15,500	$475,000
Amount Uncompleted	$234,291	$262,701	$3,500	$15,500	$475,000
Subcontractor	Arrow	A & H	MG Electric	Atrium Landscape	Degraf
Type of Work	Asphalt	Plumbing	Electrical	Landscape	Concrete
Subcontract Price	$1,245,818	$411,094	$4,052,500	$71,946	$1,595,000
Amount Uncompleted	$0	$298,331	$54,000	$71,946	$553,300
Subcontractor	GFS	R W Collins	Nikolas	M A Steel	All Masonry
Type of Work	Guard Rail	Tank removal	Paint	Rebar	Masonry
Subcontract Price	$354,233	$56,000	$90,760	$215,000	$3,960,000
Amount Uncompleted	$0	$3,554	$4,775	$215,000	$3,542,719
Subcontractor	Omega	Chappel West,Inc.	Weis	Acura	Metropolitan Steel
Type of Work	Selective Demo	Metal Bldg	Stone	Misc Conc.	Steel
Subcontract Price	$630,803	$247,947	$6,995	$191,000	$2,800,000
Amount Uncompleted	$0	$0	$0	$191,000	$1,588,266
Subcontractor	Market Contracting	Brand	Kone	F & B	WEB
Type of Work	Drywall	Scaffolding	Elevator	Masonry	Misc Metal
Subcontract Price	$36,807	$4,772	$90,792	$23,900	$350,000
Amount Uncompleted	$0	$0	$6,903	$23,900	$350,000
Subcontractor	A-1 Roofing	Break thru	Mid America	Atlantic Painting	L B Hall
Type of Work	Roofing	Demolition	Elevator	Paint	Spray Fireproffing
Subcontract Price	$88,445	$353,400	$128,650	$260,000	$98,000
Amount Uncompleted	$0	$0	$5,000	$260,000	$63,200
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	$11,750,530	$56,377,990	$14,057,537	$7,929,024	$16,267,211
Amount Uncompleted	$112,947	$20,117,318	$897,611	$7,724,928	$15,916,391
Total Uncompleted	$423,327	$20,806,437	$971,789	$8,502,274	$22,586,697

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
County and Section Number	3 Station - Brown L	5 Station - Brown L	N B - I-94	O'Hare MP-JOC	SB I-94, I-07-5221
Contract With	CTA	CTA	ISTHA	CDOT	ISTHA
Estimated Completion Date	Sept 2008	August 2007	Dec. 19, 2009	January 2008	Nov. 21, 2008
Total Contract Price	$47,453,328	$20,676,519	$29,268,849	$10,000,000	$25,174,444
Uncompleted Dollar Value if Firm is the Prime Contractor	$1,619,515	$175,490	$29,268,849	$10,000,000	$3,911,016
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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Earthwork			$250,000		$50,000
Portland Cement Concrete Paving			$5,400,000		
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					$100,000
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			$2,600,000		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction	$324,557				
Other Construction (List) Demo					
Other Construction (List) Misc.			$3,500,000		
Other Construction (List)					
Owner's Facilities					
Totals	$324,557	$0	$11,750,000	$0	$150,000

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BC 57 (Rev. 7/04)

Part III. Work Subcontracted to Others.

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	20	21	22	23	24
Subcontractor	Gillen	Alpine Demol			Kapur
Type of Work	Foundation	Demolition			Survey
Subcontract Price	$1,229,714	$60,269			$190,000
Amount Uncompleted	$158,761	$0			$99,750
Subcontractor	Dynamic Wrecking	Dynamic Wrecking			Aldridge
Type of Work	Demolition	Demolition			Electrical
Subcontract Price	$1,725,733	$728,557			$829,765
Amount Uncompleted	$22,316	$8,282			$307,333
Subcontractor	Swanson	Divane Elec			Industrial Fence
Type of Work	Track	Electrical			Fence
Subcontract Price	$734,182	$4,633,617			$430,811
Amount Uncompleted	$0	$32,208			$184,393
Subcontractor	EVC	EVC			Laredo
Type of Work	Painting	Painting			Landscape
Subcontract Price	$2,169,290	$750,000			$538,354
Amount Uncompleted	$205,533	$0			$310,206
Subcontractor	Roberts	Lakeshore Glass			Western Remac
Type of Work	HVAC	Glazing			Signage
Subcontract Price	$249,136	$655,592			$453,223
Amount Uncompleted	$11,616	$0			$90,416
Subcontractor	A & H	A & H			Roadsafe Traffic
Type of Work	Plumbing	Plumbing			Traffic Control
Subcontract Price	$242,138	$14,867			$834,384
Amount Uncompleted	$1,929	$0			$329,443
Subcontractor	Justrite	Ellsion Bronze			Curran
Type of Work	Accoutical Clg	Doors			Apshalt
Subcontract Price	$78,930	$77,750			$2,240,335
Amount Uncompleted	$0	$0			$471,232
Subcontractor	Western Remac	Industrial Door			Acura
Type of Work	Signage	Doors			Curb & Gutter
Subcontract Price	$431,989	$28,400			$880,837
Amount Uncompleted	$25,440	$0			$8,269
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	$30,175,720	$8,482,657	$17,518,849	$10,000,000	$9,439,272
Amount Uncompleted	$869,363	$135,000	$17,518,849	$10,000,000	$1,959,974
Total Uncompleted	$1,294,958	$175,490	$17,518,849	$10,000,000	$3,761,016

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 the Letting of December 5, 2008

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.

	25	26	27	28	29
County and Section Number	Wentworth II	I 80/94 - 62114	Archer Ave.	Jackson VanBuren	SB I-94, I-06-5220
Contract With	CHA	IDOT	CDOT	CDOT	ISTHA
Estimated Completion Date	May 2007	June 26, 2007	May 26, 2006	January 2007	Dec. 19, 2008
Total Contract Price	$36,150,373	$70,640,358	$10,756,392	$20,064,029	$40,080,418
Uncompleted Dollar Value if Firm is the Prime Contractor	$282,232	$77,688	$465,135	$145,875	$7,182,853
Uncompleted Dollar Value if Firm is the Subcontractor					
			Total Value of All Work		

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					$75,000
Portland Cement Concrete Paving					
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					$125,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction				$25,000	
Other Construction (List) Demo					
Other Construction (List) Misc.					
Other Construction (List)					
Owner's Facilities					
Totals	$0	$0	$0	$25,000	$200,000

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.

	25	26	27	28	29
Subcontractor	JVI Industries	S & J Construction	Highway Safety	Dynamic Wrecking	Kapur
Type of Work	Abatement	Signage	Traffic Control	Demolition	Survey
Subcontract Price	$487,106	$689,514	$137,675	$367,882	$316,941
Amount Uncompleted	$0	$4,965	$0	$0	$104,603
Subcontractor	Universal Iron	Cabo	Mega Steel	F & B Masonry	Arrow
Type of Work	Fence	Sewer	Reinforcing	Masonry	Asphalt
Subcontract Price	$325,250	$6,342,912	$365,203	$543,335	$2,560,030
Amount Uncompleted	$19,882	$0	$12,271	$0	$1,035,869
Subcontractor	Knickerbocker	Aldridge Elec	Civil	EVC	Acura
Type of Work	Roofing	Electrical	Sewer	Paint	Curb & Gutter
Subcontract Price	$1,401,140	$722,198	$792,853	$150,000	$430,315
Amount Uncompleted	$0	$49,436	$145,959	$0	$103,824
Subcontractor	Homeland	Brandenburg	Acura	Metropolitan	John Burns
Type of Work	Windows	Demolition	Paving	Fire Protection	Electrical
Subcontract Price	$1,663,085	$839,266	$1,200,364	$18,000	$1,188,994
Amount Uncompleted	$11,850	$0	$0	$0	$233,268
Subcontractor	Aquamist	G F Structures	Marking Spec.	A Green Plus	Industrial Fence
Type of Work	Plumbing	Fence & Guard Rai	Striping	Plumbing	Fence
Subcontract Price	$2,717,785	$457,934	$23,739	$110,000	$487,473
Amount Uncompleted	$0	$0	$0	$0	$203,695
Subcontractor	Sager	Lucky Charm	Era Valdivia	Roberts Env	Laredo Sys
Type of Work	Sealant	Clearing	Painting	HVAC	Landscape
Subcontract Price	$34,500	$37,727	$53,858	$94,945	$59,327
Amount Uncompleted	$3,500	$0	$0	$0	$800
Subcontractor	Schindler	Hawk Enterprise	Commonwealth	Break Thru	Crown
Type of Work	Elevator	Layout	Down Spouts	Demolition	Painting
Subcontract Price	$57,000	$570,521	$21,800	$26,450	$270,173
Amount Uncompleted	$0	$0	$0	$0	$209,893
Subcontractor	Landscape Forms	NES	Western Remac	Kone	Western
Type of Work	Site Furniture	Traffic Control	Signage	Elevator	Signage
Subcontract Price	$23,940	$868,139	$24,340	$921,145	$134,390
Amount Uncompleted	$0	$23,287	$0	$1,145	$17,190
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	$26,297,384	$26,204,383	$2,272,934	$8,829,870	$11,662,310
Amount Uncompleted	$247,000		$306,905	$119,730	$5,073,711
Total Uncompleted	$282,232	$77,688	$465,135	$120,875	$6,982,853

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 the Letting of December 5, 2008

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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.

	30	Pending	32	33	34
County and Section Number	CDOA	CDOW	CDOT	Midway Airport Pkg	
Contract With	Fed Ex Veh Maint	Jardine Water Pl	Monroe Bridge Hou	CDOA	
Estimated Completion Date	Sept. 30, 2009	July 2009	January 31, 2008	October 30, 2005	
Total Contract Price	$9,619,000	$545,000	$4,300,240	$72,321,083	
Uncompleted Dollar Value if Firm is the Prime Contractor	$9,619,000	$545,000	$157,224	$590,713	$0
Uncompleted Dollar Value if Firm is the Subcontractor					
			Total Value of All Work		

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					
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction	$2,500,000	$150,000			
Other Construction (List) Demo					
Other Construction (List) Misc.					
Other Construction (List)					
Owner's Facilities					
Totals	$2,500,000	$150,000	$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.

	30	Pending	32	33	34
Subcontractor			United Rental	Garco Enterprize	
Type of Work			Traffic Control	HVAC	
Subcontract Price			$27,176	$549,129	
Amount Uncompleted			$0	$0	
Subcontractor			Holly Marine	Mota Construction	
Type of Work			Barge Work	Carpentry	
Subcontract Price			$46,000	$417,291	
Amount Uncompleted			$0	$0	
Subcontractor			Brandenburg	Dynamic Wrecking	
Type of Work			Demolition	Excavation	
Subcontract Price			$280,000	$1,553,004	
Amount Uncompleted			$0	$0	
Subcontractor			F & B masonry	Kone Inc.	
Type of Work			Masonry	Elevator	
Subcontract Price			$900,076	$987,802	
Amount Uncompleted			$9,280	$0	
Subcontractor			K & K Iron	Powel	
Type of Work			Structural Steel	Roofing	
Subcontract Price			$284,489	$103,389	
Amount Uncompleted			$0	$0	
Subcontractor			Auburn Corp	Aldridge Electric	
Type of Work			Windows	Electric	
Subcontract Price			$49,620	$2,925,331	
Amount Uncompleted			$0	$0	
Subcontractor			Mr Davids	Gurtz Electric	
Type of Work			Flooring	Electric	
Subcontract Price			$1,000	$5,815,000	
Amount Uncompleted			$0	$0	
Subcontractor			Legacy Paint	Revcon	
Type of Work			Paint	Caissons	
Subcontract Price			$16,950	$1,949,753	
Amount Uncompleted			$2,750	$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Miscellaneous	
Subcontract Price	$7,119,000	$395,000	$2,296,838	$41,452,000	
Amount Uncompleted	$7,119,000	$395,000	$145,194	$590,713	
Total Uncompleted	$7,119,000	$395,000	$157,224	$590,713	

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 the Letting of December 5, 2008

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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.

	35	36	37	38	39
County and Section Number	Improvments to Ba	Ravenswood North	Reconstruct I-88	Jardine Water Purf	
Contract With	MWRDof GC	CTA	ISTHA	CDOW	
Estimated Completion Date	March 2012	December 2009	Dec. 15, 2009	January 2008	
Total Contract Price	$20,391,000	$22,852,000	$56,587,761	$16,176,605	
Uncompleted Dollar Value if Firm is the Prime Contractor	$16,794,514	$6,939,245	$11,937,046	$971,005	$0
Uncompleted Dollar Value if Firm is the Subcontractor					
			Total Value of All Work		

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

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Earthwork			$174,000		
Portland Cement Concrete Paving			$1,345,976		
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs			$250,000		
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			$0		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction	$3,243,469	$1,186,560		$803,581	
Other Construction (List) Demo					
Other Construction (List) Misc.					
Other Construction (List)					
Owner's Facilities					
Totals	$3,243,469	$1,186,560	$1,769,976	$803,581	$0

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BC 57 (Rev. 7/04)

Part III. Work Subcontracted to Others.

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

	35	36	37	38	39
Subcontractor	II in One	Garth Const.	Natural Creations	Technica	
Type of Work	Process Plates	Demolition	Landscape	Abatement	
Subcontract Price	$3,553,968	$950,000	$454,881	$48,060	
Amount Uncompleted	$2,791,500	$35,444	$241,235	$8,680	
Subcontractor	Composite St	Swanson	Aldridge	Naturescape	
Type of Work	Steel	Track Work	Electrical	Landscape	
Subcontract Price	$324,674	$7,681,556	$2,779,551	$66,700	
Amount Uncompleted	$324,674	$1,982,566	$836,440	$0	
Subcontractor	Wolf	Diaz	Industrial Fence	Cabo Const	
Type of Work	Mechanical	Landscape	Fence	Sewer	
Subcontract Price	$316,285	$4,500	$612,862	$1,567,730	
Amount Uncompleted	$316,285	$4,500	$346,757	$0	
Subcontractor	Crown	Metropolitan Steel	Certified Painting	National Restoration	
Type of Work	Paint	Erect Steel	Painting	Conc Restoration	
Subcontract Price	$50,000	$90,000	$120,000	$712,771	
Amount Uncompleted	$50,000	$0	$11,086	$0	
Subcontractor	Gammie	Mader	Mega Steel	Weis	
Type of Work	Plumbing	Roof	Reinforcing Steel	Masonry	
Subcontract Price	$17,370	$480	$1,124,960	$715,000	
Amount Uncompleted	$0	$480	$114,543	$0	
Subcontractor	Just Rite	Divane	Central	Midwest Fence	
Type of Work	Ceiling	Electrical	Asphalt	Fence	
Subcontract Price	$5,200	$1,715,000	$2,997,538	$156,731	
Amount Uncompleted	$5,200	$701,483	$1,510,800	$3,600	
Subcontractor	MTH		United Rental	A Green	
Type of Work	Steel		Traffic Control	Plumbing	
Subcontract Price	$81,851		$1,632,032	$21,000	
Amount Uncompleted	$81,851		$467,386	$0	
Subcontractor	Spectrum		Kujo	Divane	
Type of Work	Masonry		Signage	Elelctrical	
Subcontract Price	$42,500		$743,393	$3,547,869	
Amount Uncompleted	$42,500		$296,686	$155,144	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	$12,128,227	$4,994,464	$25,126,008	$3,782,266	
Amount Uncompleted	$9,939,035	$3,028,212	$6,342,137		
Total Uncompleted	$13,551,045	$5,752,685	$10,167,070	$167,424	

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
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PART I. WORK UNDER CONTRACT

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	40	41	42	43	44
County and Section Number	Hydraulic Improven	Jardine Water Pl	SB I-94,I-07-5226	Brown Line - 4 Stat	Primary Stl Tanks
Contract With	MWRD of GC	CDOW	ISTHA	CTA	MWRD of GC
Estimated Completion Date	March 2010	Nov. 2008	Nov. 21, 2008	November 2009	November 2012
Total Contract Price	$61,480,428	$9,004,527	$32,932,708	$65,943,383	$137,084,400
Uncompleted Dollar Value if Firm is the Prime Contractor	$32,142,895	$3,977,166	$6,947,938	$14,005,761	$137,084,400
Uncompleted Dollar Value if Firm is the Subcontractor					

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					
Bituminous Plant Mix					
Bituminous Aggregate Mixture					
Miscellaneous Bituminous Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Building Construction	$1,314,750	$1,321,615		$2,397,280	$39,000,000
Other Construction (List) Demo					
Other Construction (List) Misc.					
Other Construction (List)					
Owner's Facilities					
Totals	$1,314,750	$1,321,615	$0	$2,397,280	$39,000,000

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BC 57 (Rev. 7/04)

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	Anderson & Shaw	Kapur	All American Sol.	
Type of Work	Retention	Roof	Survey	Exterior	
Subcontract Price	$1,558,407	$2,213,675	$220,000	$1,225,958	
Amount Uncompleted	$5,100	$581,450	$91,000	$340,567	
Subcontractor	Chidester	National	Hecker	Mid Amerian El	
Type of Work	Excavation	Demolition	Electrical	Elevator	
Subcontract Price	$492,346	$128,714	$717,967	$1,873,100	
Amount Uncompleted	$22,784	$0	$183,205	$737,023	
Subcontractor	Keefe	Lake Shore Glass	Illini Fence	Robert Env.	
Type of Work	Pipe Jacking	Glazing	Fence	HVAC	
Subcontract Price	$105,188	$13,400	$57,335	$368,240	
Amount Uncompleted	$105,188	$0	$49,580	$129,402	
Subcontractor	Civil	J P PHillips	GF Structures	Commonwealth	
Type of Work	Underground	Plaster	Guard Rail	DownSpouts	
Subcontract Price	$2,527,870	$65,000	$299,289	$454,606	
Amount Uncompleted	$1,328,025	$65,000	$151,539	$106,181	
Subcontractor	M A Steel	Crown	Laredo Systems	Arc	
Type of Work	Rebar	Paint	Landscaping	Sewer	
Subcontract Price	$2,401,846	$5,500	$586,707	$395,760	
Amount Uncompleted	$450,241	$5,500	$333,067	$14,138	
Subcontractor	Sanchez	Gilco	Western Remac,	Lake Shore Glas	
Type of Work	Paving	Scaffolding	Signage	Glass	
Subcontract Price	$168,324	$67,077	$146,369	$537,828	
Amount Uncompleted	$168,324	$19,226	$100,793	$270,199	
Subcontractor	Knickerbocker	Azaiza	Roadsafe Traffic	Just Rite	
Type of Work	Roofing	Concrete	Traffic Control	Ceiling	
Subcontract Price	$363,630	$80,000	$642,246	$100,000	
Amount Uncompleted	$363,630	$62,000	$332,503	$34,100	
Subcontractor	Sager	Allied	Area	Onscape	
Type of Work	Caulk	Waterproofing	Erection	Landscape	
Subcontract Price	$7,574	$590,500	$194,496	$292,253	
Amount Uncompleted	$7,574	$540,510	$56,751	$66,188	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	$44,087,290	$3,535,873	$15,853,807	$45,266,520	$98,084,400
Amount Uncompleted	$28,377,280	$1,381,865	$5,649,500	$9,910,683	$98,084,400
Total Uncompleted	$30,828,145	$2,655,551	$6,947,938	$11,608,481	$98,084,400

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 28th day of November, 2008

Notary Public

My commission expires: 8-24-10

(Notary Seal)

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

Type or Print Name: Robert F. Zitek - Agent
Officer or Director

Signed: Robert Zitek

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

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

BC 57 (Rev. 7/04)

PART 3: WORK SUBCONTRACTED TO OTHERS

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

	1	2	3	4	Awards Pending
Subcontractor					
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. 1481

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

March 4, 2009
Date

Leo J. Wright
Name (Type or Print)

Agent
Title

F.H. Paschen, S.N. Nielsen & Assoc., LLC
Bidder Name

8725 W. Higgins Rd., Suite 200
Address

Chicago IL 60631
City State Zip

Subscribed and sworn to before me
this 4th day of March, 20 09

Notary Public (SEAL)

Commission expires: August 24, 2010

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

BID FORM B: Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Leo J. Wright, being first duly sworn, deposes and says that:

(1) He/~~She~~ is Agent (Owner, Partner, Officer, Representative or Agent) of F.H. Paschen, S.N. Nielsen & Assoc., LLC the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed)

Leo J. Wright, Agent
(Title)

Subscribed and sworn to before me this 4th day of March 20 09

Kathleen Pattison
Notary Public
(Title)

My Commission expires: August 24, 2010

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

BID FORM C: Disclosure of Retained Parties

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").

2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about 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 undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:
Contract No. 1481

Description or goods or services to be provided under Contract:
General Construction - Job Order Contract

2. Name of Contractor:
F.H. Paschen, S.N. Nielsen & Assoc., 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.

Retained Parties:

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

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

4. The Contractor understands and agrees as follows:

   a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.

   b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

   c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Signature

Date March 4, 2009

Leo J. Wright, Agent

Name (Type or Print)

Title

Subscribed and sworn to before me

this 4th day of March 2009

Notary Public

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

N/A

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

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

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

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

   A. Financial decisions

   _____

   B. Management decisions such as:

      1) Estimating

      _____

      2) Marketing and Sales

      _____

      3) Hiring and firing of management personnel

      _____

      4) Other

      _____

   C. Purchasing of major items or supplies

   _____

   D. Supervision of field operations

   _____

   E. Supervision of office personnel

   _____

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

   _____

   _____

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

   _____

   _____

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

   _____

   _____

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____	_____
Name of Joint Venturer	Name of Joint Venturer
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date
State of _____ County	State of _____ County
On this _____ day of _____, 20_____,	On this _____ day of _____, 20_____,
before me appeared (Name)	before me appeared (Name)
_____	_____
to me personally known, who, being duly did execute the foregoing affidavit, and did that he or she was properly authorized by	to me personally known, who, being duly did execute the foregoing affidavit, and did that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
_____	_____
to execute the affidavit and did so as his or her free act and deed.	to execute the affidavit and did so as his or her free act and deed.
_____	_____
Notary Public	Notary Public
Commission expires:	Commission expires:

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BID FORM E: Management Plan

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MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING

PUBLIC BUILDING COMMISSION OF CHICAGO

JOB ORDER CONTRACT (JOC)
Facilities Renovation Work
No. 1481

PRESENTED TO:

Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, Illinois 60602

PRESENTED BY:

F.H. PASCHEN, SN NIELSEN & ASSOC., LLC
GENERAL CONTRACTORS

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC
O'Hare Plaza, 8725 W. Higgins Road, Suite 200
Chicago, Illinois 60631
·(773) 444-3474
(773) 693-0064 Fax

March 4, 2009

"This proposal or quotation includes data that shall not be disclosed outside the Public Building Commission of Chicago, and shall not be duplicated, used, or disclosed–in whole or in part–for any purpose other than to evaluate this proposal or quotation."

MANAGEMENT PLAN FOR
EXECUTION OF JOB ORDER CONTRACTING
PUBLIC BUILDING COMMISSION OF CHICAGO
Job Order Contract No. 1481

Table of Contents

		Section
Construction and Operations Management Plan		**1**
1.	Introduction	
1.a	General Understanding of the JOC System	
1.b	M/WBE Sub-Contracting Goals	
1.c	Development and Documentation of Scope of Work	
1.d	Price Proposal Preparation Procedures	
1.e	Safety and Accident Prevention	
1.f	Close-Out and Correction of Unacceptable Work	
1.g	Architectural and Engineering Requirements	
1.h	Contractor Quality Program: To be submitted after award	
1.i	Material Disposal	
Management Team		**2**
2.	Introduction	
2.a	Organizational Chart	
2.b	Responsibilities of Each Position	
2.c	Project Staffing and Resumes	
2.d	Project Staffing Levels	
Experience and Reference Information		**3**
3.a	Job Order Contracts Completed	
	Job Order Contracts In Progress	

1. CONSTRUCTION AND OPERATIONS MANAGEMENT PLAN

Introduction to F.H. Paschen, S.N. Nielsen & Assoc., LLC

F.H. Paschen, Inc. formerly Chicago Building Constructors, has operated as a General Contractor for over twenty-five years. The company was formed in the mid 1970's performing primarily remodeling and rehabilitation work in the Chicago area. By 1985, the company was performing hundreds of remodeling and rehabilitation projects in three states, at which time the firm was renamed, and began to branch out into other types of construction.

In 1985, with a goal of targeting the heavy construction market, F.H. Paschen won several contracts totaling more than $51 million on the construction of the Southwest Transit Line, which now links the Chicago Loop to Midway Airport. A string of highway and bridge projects followed, and the company's growth continued.

By 1992, the only construction that F.H. Paschen did not perform was in the health care field. At that time, F.H. Paschen acquired S.N. Nielsen, one of Chicago's oldest active general contracting firms specializing in construction of health care, educational and institutional facilities, and F.H. Paschen, S.N. Nielsen was born.

Today, F.H. Paschen, S.N. Nielsen & Assoc., LLC is one of the largest and most respected general contractors in the Midwest, providing specialists in every phase of construction from planning through completion. We are licensed and authorized to perform work in nine states, including Illinois, Indiana, Michigan and Florida. Our professional staff consists of over 175 employees covering all construction disciplines. Although we have the financial strength to pursue projects of major magnitude, we operate under a small company philosophy of personalized service and building a relationship of confidence and trust with our clients. We take great pride in our ability to perform each contract, from the smallest to the largest, on time and to the Customers complete satisfaction.

F.H. Paschen, S.N. Nielsen & Assoc., LLC employs over 200 field personnel and trades people. Our organizational structure provides full coverage to all contract requirements and allows flexibility to expand services when needed. Our very best professionals are proposed for this project to ensure the Public Building Commission of Chicago's expectations are being met/exceeded and that programmatic goals are being fulfilled/surpassed. Although we have been diligent in our efforts to assign staff specifically to this project, the full depth of our firm will be made available to further support their efforts. We embrace team-building concepts and look forward to each and every project we choose to undertake.

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1.a General Understanding of the JOC System

F.H. Paschen, S.N. Nielsen & Assoc., LLC recognizes the unique characteristics of job order contracts. It is critical to the success of this contract that the selected contractor responds quickly to the Owner's needs. This is accomplished through the installation of an experienced, quality hands-on management staff capable of making the decisions necessary to ensure the timely performance of this project in it's entirety. This staff will be augmented with support from the corporate office as required, particularly in the areas of risk management, loss control, safety, accounting, affirmative action and administration.

It is our assessment that the following is critical to the operations and management of this JOC contract:

- Management staff with documented JOC experience. Education is important, but it is our belief that experience and our extensive in-house training in this unique contracting concept are key to the success of these projects.
- A unified and cooperative partnering approach with the Owner and Owner's Representatives to ensure timely issue resolution and open path of communication.
- Subcontractor selection based on experience and financial stability criteria.
- Quality craftsmanship in all areas of work.
- A sophisticated tracking system to monitor all phases of the work, from proposal pricing to work order completion.

F.H. Paschen, S.N. Nielsen & Assoc., LLC will follow all guidelines as outlined in the JOC General Conditions. To be more specific the following shall occur:

- Owner will notify F.H. Paschen, S.N. Nielsen & Assoc., LLC of work to be performed under the contract.
- Owner will set up a Joint Scope Meeting
- F.H. Paschen, S.N. Nielsen & Assoc., LLC Project Manager or Asst. Project Manager will attend joint scope meeting with F.H. Paschen, S.N. Nielsen & Assoc., LLC Superintendent.
- At the Joint Scope meeting, the Commission and F.H. Paschen, S.N. Nielsen & Assoc., LLC team will meet to discuss the scope of the project.
- At the meeting they will review the contract documents, scope of work, field measurements, tentative schedule and other requirements of the project.
- After the joint scope meeting the Commission and F.H. Paschen, S.N. Nielsen & Assoc., LLC will agree upon the Scope of Work.
- The Commission will then issue a Request for Proposal (RFP).
- The proposal will be due within 7 working days.

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- F.H. Paschen, S.N. Nielsen & Assoc., LLC will prepare a detailed proposal with quantities, notes and supporting documentation necessary to provide a complete proposal package.
- F.H. Paschen, S.N. Nielsen & Assoc., LLC will meet with the Commission as required to clarify or review any part of the proposal package.
- Within 8 working days after acceptance of the proposal, F.H. Paschen, S.N. Nielsen & Assoc., LLC will prepare a Final Package with all necessary documentation as required by the specifications.
- Once a Notice to Proceed (NTP) is issued, F.H. Paschen, S.N. Nielsen & Assoc., LLC will schedule a preconstruction meeting and present required submittals or samples.
- After that, F.H. Paschen, S.N. Nielsen & Assoc., LLC will coordinate the construction with the Commission and User to ensure a successful completion of the project.

F.H. Paschen, S.N. Nielsen & Assoc., LLC policy for the JOC is to give the project management staff the authority and responsibility to operate autonomously. We have established this policy because we believe it is in the best interest of the Owner. The Owner must have contractor personnel available to make immediate contractual decisions without delay for corporate approval.

During the past five years, F.H. Paschen, S.N. Nielsen & Assoc., LLC has completed $1.3 Billion in construction contracts. This equates to an average of $21,700,000 of work in place per month. These values represent over 200 fixed price contracts and 28 job order/indefinite quantity contracts in the amount of $138,800,000. Additionally, we have currently in progress over 100 fixed price contracts totaling over $388,000,000, and 21 job order/indefinite quantity contracts totaling approximately $110,000,000.

F.H. Paschen, S.N. Nielsen & Assoc., LLC has successfully performed job order contracts for such clients as:

City of Chicago, Dept. of General Services
City of Chicago, Dept. of Transportation
Chicago Transit Authority
Chicago Park District
Chicago Public Schools
United Postal Service
L.A. Unified School District
County of Los Angeles, CA
County of San Diego, CA
Miami-Dade County Public Schools
City of Miami, FLA
Purdue University
Metropolitan Water Reclamation District of Greater Chicago
University of Illinois – Urbana-Champaign

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1.b M/WBE Subcontracting Goals

F.H. Paschen, S.N. Nielsen & Assoc., LLC will award subcontracts to the fullest extent consistent with efficient contract performance to minority and women owned businesses. It has been our experience that minority and women owned business concerns are available in the most if not all areas of work. However, none dominates any specific area and all are subject to fluctuations in their own workload apart from any influence exerted by F.H. Paschen, S.N. Nielsen & Assoc., LLC. Consequently, it is not possible to restrict any one work area to be performed exclusively by any one group. Rather, we have identified subcontractors in all work areas as either minority or women owned and will work with the subcontractors to ensure equitable distribution of subcontracts.

F.H. Paschen, S.N. Nielsen & Assoc., LLC maintains an extensive in-house data base of subcontractors, their specialties, their size and minority status, if applicable, as well as records of participation on previous projects. Additionally, F.H. Paschen, S.N. Nielsen & Assoc., LLC holds sponsor/associate memberships, or participates in various groups such as Federation of Women Contractors, Hispanic American Construction Industry Association, and Black Contractors United, as well as various trade fairs sponsored by organizations such as the Chicago Minority Business Development Council, Small Business Administration, Regional Minority Purchasing Council to name a few, from which potential sources are identified and solicited. Furthermore, F.H. Paschen, S.N. Nielsen & Assoc., LLC subscribes to locally published directories of minority and women business enterprises as an additional tool to identify and solicit qualified minority and women owned subcontract sources.

These efforts have been very successful in ensuring that qualified minority and women owned businesses have had an equitable opportunity to compete for and perform subcontract opportunities on our projects. Our average participation rates on job order and municipal contracts are 38% minority business, and 13% women owned business participation. F.H. Paschen, S.N. Nielsen acknowledges that all work orders over $100,000 will have minority goals meet or exceed the required M/WBE 24%/4% as stipulated in the contract documents. In addition, we have been honored by numerous trade groups, including the Federation of Women Contractors, Black Contractors United, Hispanic American Construction Industry Association and the American Subcontract Association, as an industry leader for our efforts in this regard. While we are proud of the achievements our firm has made in increasing opportunities for qualified minority and women owned business, we also face the reality that these commitments are simply good business practice. We firmly believe that when competition is stimulated, the entire industry benefits from the resultant economic growth.

The following is a list of minority and women owned businesses that we anticipate using on this contract.

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Sub-Contractor	Field	Status
A&C Electric	Electrical	MBE
Acura, Inc.	Concrete	MBE
ARC Underground	Site Utilities	WBE
Ashlaur Construction	Carpentry	MBE
Aztec Fence	Fencing	MBE
Bigane Paving	Asphalt Paving	WBE
Cable Communications	Electrical	WBE
Cabo Construction	Earthwork	MBE
City Lights	Electrical	MBE
Civil Contractors, Inc.	Site Utilities	MBE
E. King Construction	Trucking	M/WBE
F&B Construction	Masonry	MBE
Fence Builders of Illinois	Fencing	WBE
Horizion Contractors	Electrical	M/WBE
Industria, Inc.	Carpentry	MBE
Industrial Fencing	Fencing	MBE
Leyden Electric	Electrical	WBE
Lighting Solutions of Illinois	Electrical Supply	MBE
Millennium Concrete, Inc.	Concrete	MBE
M&A Steel	Rebar	WBE
MJC Demolition	Demolition	MBE
Reyes Construction	Concrete	MBE
S&S Construction	Concrete	MBE
S&S Fence	Fencing	MBE
SCS	Asphalt	MBE
Speedy Gonzales Landscaping	Landscaping	MBE
Tecnica Environmental	Environmental	MBE
Universal Iron Works	Fencing	WBE

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1.c Development and Documentation of Scope of Work

Upon receipt of notification (verbal or written) from the Owner of an existing requirement, the assigned F.H. Paschen, S.N. Nielsen & Assoc., LLC Project Manager and/or Assistant Project Manager/Estimator will respond by either visiting the proposed work site with the Owner's representative, or via verbal contact (at the discretion of the Owner). They will meet to discuss the work, methods and alternatives, and further define, and ensure a complete understanding of the scope of the requirement. From this joint scoping, preliminary quantity estimates, a tentative construction schedule, and a date for submittal of the price proposal will be discussed. This will form the basis for the detailed scope of work, which will be agreed upon by both the Owner and F.H. Paschen, S.N. Nielsen & Assoc., LLC.

Our Team will work with the Owner to successfully bring the project in on time and meet all of the Owners expectations. As stated earlier, it is our belief that experience and extensive in-house training in this unique contracting concept is key to the success of these projects. All proposed management staff are experienced, not only in construction methods and techniques, but in the JOC concept as well. Each proposed team member brings his or her unique experience to the project. The Owner reaps the dual benefit of a well-qualified and experienced construction team, which ultimately increases quality at a lower cost than our competition can provide.

1.d Price Proposal Preparation Procedures

The proposal process begins with a clear, concise and detailed scope of work developed from the joint scope meeting. Upon establishment of the detailed scope of work, the final scope of work is signed by both the FHP Project Manger and the Owner's Representative. The Commission will then issue a written request for proposal (RFP). The Project Manager will verify the information contained in the RFP and enter the project information into the F.H. Paschen, S.N. Nielsen & Assoc., LLC tracking system. Since the Commission intends to issue larger JOC projects in the $5 - $10 million range, the Project Manager & Sr. Project Manager will work to together to assign a team of experienced Project Mangers & Assistant Project Mangers from our JOC Department staff to help with the preparation of the proposal. They will break the project down into different work packages such as Selective Demolition, Carpentry, and MEP. People working on the proposal will be responsible for the section assigned to them.

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They will start by first performing material take-offs. A complete list of materials and equipment required to perform the task will be developed. The person estimating will then select the appropriate line items from the Unit Price Book, and include them on the unit price sheets. After manually developing the estimate, this information will be entered on-line in the Progen Software. The proposal will be clarified using notes and WBS as necessary to help explain the estimate. The Project Manger and/or the Sr. Project Manger will review work package pricing to insure accuracy, completeness, choice of line items, method of performing tasks and verify that it is fully clarified. Using the Progen software the Project Manger will then merge all the pricing for the different work packages into one Progen proposal.

Non pre-priced items will be noted as such, and will be separately identified in the proposal. The cost will be itemized by labor, materials and equipment, and supported by written quotations or other cost data, as necessary to support the approach selected for accomplishment of the non pre-priced task.

Upon completion of the Progen Price Proposal the Project Manager will electronically transmit the proposal to the Owner using the Progen website for their review. The proposal will be submitted to the Owner per contract within seven (7) working days or the agreed upon time frame. If necessary we will submit electronically any supporting documentation including, but not limited to, a preliminary construction schedule, material submittals, design drawings, specifications and other technical data as required.

Upon notification of the Owner's acceptance of the price proposal the Project Manger will prepare a Work Order Proposal. The Work Order Proposal will include the Final Price Proposal, any technical submittals, CPM construction schedule using SureTrak software, list of clarifications, final drawings, calculations and specifications as required, catalog cuts, final back-up for any non pre-priced items as required, identification of all subcontractors and material suppliers and the dollar amount of their anticipated subcontracts or purchase orders, M/WBE participation and certification, special insurance if required, and warranty information. The Work Order Proposal will be submitted within eight (8) working days per the contract.

The Project Executive and Project Manager will monitor our proposal tracking system to insure that the Price Proposals and Work Order Proposals are submitted on time. Periodically the Project Executive will check with the owner's representatives to make sure that they are satisfied with the accuracy and timeliness of the proposals.

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1.e Safety and Accident Prevention

F.H. Paschen, S.N. Nielsen & Assoc., LLC recognizes its responsibility to provide a safe work place for all employees, and considers no discipline of our company operations more important than safety and accident prevention. The safety of everyone concerned on our construction projects is of prime importance to F.H. Paschen, S.N. Nielsen & Assoc., LLC.

Risk Management and corporate safety plans are under the oversight of our Vice President of Risk Management. The Vice President/Risk Management will develop a site specific safety and accident prevention program with the help of the Project Manager during the pre construction phase of the project. He will provide all necessary training to project personnel and assist the project in implementing the program. Additionally, the Vice President/Risk Management will review and approve all subcontract insurance certificates to ensure that the interests of all parties to the contract are adequately protected. Periodic reviews of all risk management and safety issues, including site visits will be conducted throughout the project duration.

All levels of management are charged with the responsibility of providing resources and leadership in recognizing hazards and acting to eliminate them. All of our field employees are OSHA 30-Hour Certified. All employees must follow safe work methods and practices that will prevent injury to themselves and their fellow employees. It is only through this concerted effort that we can eliminate accidents and the needless hardship that they cause.

Mr. Lyle Shear is the Vice President/Risk Management for F.H. Paschen, S.N. Nielsen & Assoc., LLC. Mr. Shear has 43 years experience in the construction industry, of which thirty were in loss control for projects ranging from $10-$135 million.. Mr. Shear is a member of the American Society of Safety Engineers, the Society of Casualty Safety Engineers and serves on the Safety Committee of the Builder's Association of Chicago. In addition Mr. Shear holds numerous OSHA and National Safety Council occupational safety certifications.

The management of F.H. Paschen, S.N. Nielsen & Assoc., LLC is dedicated to our company safety and accident prevention program, which is **outlined** herewith. The full contents of this program are implemented at all project locations, and will be made available for your review upon request.

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F.H. PASCHEN, S.N. NIELSEN & ASSOC., LLC
INJURY ILLNESS PREVENTION PROGRAM
2009

TABLE OF CONTENTS

Management Policy Statement

I. Identification of Plan Administrators

II. General Policy Statement

III. Objectives of Program

IV. Injury Illness Prevention Program

- **A.** Support
- **B.** Responsibilities

VI. Communications

VII. Hazard Assessment/Hazard Correction

VII. Accident/Exposure Investigation

VIII. Training/Discipline

IX. Record-keeping

X. Hazard Communications Program

Addendum Forms

1. Sample Daily Inspection Form
2. Safety Orientation for Employees
3. Safety Violation Form
4. Site Specific Safety Plan
5. Worker Compensation Injury and Illness Incident Report
6. Custody of Fall Protection Checklist (multi-storied steel erection)

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I. Management Policy Statement

It is the policy of F.H. Paschen, S.N. Nielsen & Assoc., LLC, that every employee is entitled to a safe and healthful place in which to work. To this end, every reasonable effort will be made in the interest of Accident Prevention, Fire Prevention and Health Preservation.

The management concept of this company is not production and safety; it is production **with** safety. When production with safety is achieved, production efficiency is attained simultaneously.

We at F.H. Paschen, S.N. Nielsen & Assoc., LLC have a basic responsibility to make the safety of our workers and our clients a daily concern. We are counting on each employee to do his or her part in making our program an effective one.

There is no job so important, or any service so urgent, that we cannot take the time to work safely. I consider the safety of our personnel to be of prime importance, and I expect your full cooperation in making our program effective.

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

Frank H. Paschen,
President

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II. Identification of Plan Administrators

The following is the "responsible person" in charge of implementing F.H. Paschen, S.N. Nielsen & Assoc., LLC Accident Prevention Program.

President: Frank H. Paschen

The following positions are also responsible for implementing F.H. Paschen, S.N. Nielsen & Assoc., LLC Accident Prevention Program.

Vice Presidents
Safety Managers
Safety Coordinators
Project Managers
Construction Managers
Field Superintendents
Foreman

III. General Policy Statement

F.H. Paschen, S.N. Nielsen & Assoc., LLC, through its management, is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury, accident prevention and safety.

IV. Objectives of Injury Illness Prevention Program

The primary objective of the Injury Illness Prevention Program (IIPP) is to insure a safe and healthful workplace and compliance with United States Department of Labor Occupational Safety and Health Administration Regulations and all other Local, State and Federal Safety Regulations.

In order to meet these objectives F.H. Paschen, S.N. Nielsen & Assoc., LLC shall:

A. Establish and maintain an effective Injury Illness Prevention Program.
B. Provide a safe and healthy working environment for all employees.
C. Reduce the financial and human losses resulting from accidents and injuries arising out of the course of employment.
D. Establish safety policies, training, etc., which will contribute to and be part of the Injury Illness Prevention Program.
E. Establish on-going Injury Illness Prevention Programs company wide.

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V. Injury Illness Prevention Program

A. Support

All employees are expected to comply with the Injury Illness Prevention Program (IIPP). This program reflects the Administration's concern for the safety of and it's commitment to the policies outlined in the program. To this end, F.H. Paschen, S.N. Nielsen & Assoc., LLC will make available the resources required for the equipment, training, promotion and possible incentives.

B. Responsibilities

The Safety Manager shall be responsible for:

1. Maintaining all safety records required by current Local, State and Federal Regulation.
2. Training supervision to effectively communicate safety instructions to employees
3. Advise supervisors on safety clothing, equipment and policies
4. Assisting with safety and health inspections
5. Performing initial and follow-up accident investigations
6. Performing all duties necessary to insure compliance with applicable safety and health regulations
7. Provide "one-on-one" support to field supervisors and to assist them in carrying out the Safety Program on our job-sites.

Superintendents and Foreman are responsible for the effective implementation and maintenance of the Company's IIPP as follows:

1. Establish and maintain a system of job safety analysis, safety inspections, accident investigation, and pertinent safety performance records
2. Recognize the potential or real hazards of each project supervised
3. Assist the Safety Manager in the on-going safety training for supervisors
4. Oversee compliance with OSHA regulations with regard to specific performances such as Tailgate Meetings
5. Continuously observe and evaluate work conditions and procedures to detect and correct unsafe conditions and practices and use of personal protective equipment
6. Enforce all safety rules, procedures, and policies
7. Discipline employees who do not comply with safety rules, procedures and policies
8. Provide employee orientation and training in Tailgate sessions and keep records of such meetings
9. Promptly investigate injuries and accidents
10. Require employees to report unsafe conditions and submit practical suggestions for correction
11. Insure that tools, equipment and protective devices are properly maintained and utilized

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12. Perform all duties, which will enhance the success of the Injury Illness Prevention Program
13. Provide safety orientation, adequate safety job training, and continuous safety instruction for all project employees

All Employees:

1. Are responsible for following all safety rules
2. Are to report any unsafe conditions immediately
3. Are to report all accidents and injuries to their supervisor immediately
4. Are to participate in weekly tool box meetings and other required training sessions

VI. Communications

F.H. Paschen, S.N. Nielsen & Assoc., LLC recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communications is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following items:

- New worker orientation, including a discussion of safety and health policies and procedures
- Review of the Injury Illness Prevention Program
- Workplace safety and health training programs
- Regularly scheduled safety meetings
- Effective communication of safety and health concerns between workers and supervisors, including translation when necessary
- Posted or distributed safety information
- A system for workers to anonymously inform management about workplace hazards

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VII. Hazard Assessment/Hazard Correction

Hazard Assessment

Periodic inspections to identify and evaluate workplace hazards shall be performed by the superintendent or his/her designated representative.

Inspections should be performed to the following schedule:

1. Before the project work begins to identify any hazards
2. By the Superintendent daily, observations to be noted in construction log
3. By the Safety Representative daily, any noted hazards to be reported to supervision
4. When new substances, processes, procedures or equipment, which present potential new hazards to the workplace
5. When occupational injuries and illnesses occur
6. When new workers are hired or there is a re-assignment of existing workers to new job duties, or for task, which a hazard evaluation has not been previously conducted
7. Whenever workplace conditions warrant an inspection

Hazard Correction

Unsafe or unhealthy working conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When they are observed
2. When an imminent hazard exists, which cannot be immediately abated without endangering worker(s) and or property; all workers shall be removed from the area except those necessary to correct the existing conditions. Workers necessary to correct the hazardous condition shall be provided with the necessary protection and training to correct the unsafe conditions
3. All action taken shall be documented

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VIII. Accident/Exposure Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Responding to the accident scene as soon as possible
2. Interviewing injured workers and witnesses
3. Examining the workplace for factors associated with the accident/exposure
4. Determining the cause of the accident/exposure
5. Taking corrective action to prevent the accident/exposure from reoccurring
6. Recording the findings and corrective action taken

IX. Training/Discipline

Training

All workers including managers and supervisors shall have training and instruction on general and job specific safety and health practices. Training and instruction shall be provided as follows:

1. All new hire workers shall receive an initial orientation training, which will include our Code of Safe Work Practices, emergency action plan (site specific) to all workers given new job assignment for which training has not been previously provided
2. Whenever new substances, processes, procedures or equipment are introduced into the workplace and represents new hazard
3. Whenever the employer is made aware of a new or previously unrecognized hazards
4. To supervisors to familiarize them with the new safety and health hazards to which workers under their immediate direction and control may be exposed.
5. To all workers with respect to hazards specific to each worker's job assignments.
6. Methods to report unsafe work conditions, work practices and injuries
7. Use of any required personal protective clothing or equipment.
8. Information about chemical hazards to which they could be exposed to and other hazard communication program information.
9. Availability of toilet, hand-washing and drinking water facilities
10. Provisions for medical services and first aid including emergency procedures.
11. Specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training
12. Specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training

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X. Record-keeping

F.H. Paschen, S.N. Nielsen & Assoc., LLC is a high hazard employer. We have taken the following steps to implement and maintain our IIP Program.

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe condition and work practices that have been identified and the actions taken to correct the identified unsafe conditions and work practices, are recorded on our hazard assessment and correct form.

2. Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type of training and training providers are maintained in the worker's training file.

Records will be maintained for one year except for workers who have worked for less than one year, which are provided to the worker upon termination of employment.

XI. HAZARD COMMUNICATIONS POLICY / GENERAL REQUIREMENTS

The purpose of this section is to ensure that the hazards of all chemicals produced or imported are evaluated, and that information concerning their hazards is transmitted to employees. This transmittal of information shall be accomplished by means of this comprehensive hazard communication program.

Chemical Inventory

The Project Superintendent or his designate (competent jobsite safety person) (CJSP) shall maintain a chemical inventory by copies of any material safety data sheets that are received with incoming shipments of sealed containers of hazardous chemicals, and shall obtain a material safety data sheet for sealed containers of hazardous chemicals received without a material safety data sheet. If an employee request the material safety data sheet said designate shall ensure that the material safety data sheets are readily accessible during each work shift to employees when they are in their work areas.

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Container Labeling

Chemicals on site will be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled shall be given to CJSP for labeling or proper disposal. Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any Chemical left after work is completed must be returned to the original container or the CJSP for proper handling. No unmarked containers of any size are to be left in the work area unattended.

F.H. Paschen, S.N. Nielsen & Assoc., LLC shall rely on manufacturer applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacture's label has been removed will be re-labeled.

F.H. Paschen, S.N. Nielsen & Assoc., LLC shall ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.

Material Safety Data Sheets (MSDS)

Employees working with a hazardous Chemical may request a copy of the material safety data sheet. Requests for MSDS's should be made to the CJSP

MSDS should be available and standard chemical reference may also be available on the site to provide immediate reference to chemical safety information.

An emergency procedure to gain access to MSDS's information will be established.

Employee Training

Employees will be trained to work safely with hazardous chemicals. Employee training will include:

- Methods that may be used to detect a release of a hazardous chemical(s) in the workplace.
- Physical and health hazards associated with chemicals
- Protective measures to be taken
- Safe work practices, emergency responses and use of personnel protective equipment.

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- Information on the Hazard Communication Standard including:
  - Labeling and warning systems
  - An explanation of Material Safety Data Sheets

Personnel Protective Equipment (PPE)

Required PPE is available from the CJSP. Any employee found in violation of PPE requirements may be subject to disciplinary actions up to and including discharge.

Emergency Response

Any incident of over exposure or spill of a hazardous chemical/substance must be reported to the proper authorities at once.

The immediate supervisor will be responsible for insuring that proper emergency response actions are taken in leak/spill situations.

Hazards of Non-Routine Tasks

Supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.

Review of safe work procedures and use of required PPE will be conducted prior to the start of such tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

Informing Other Employers

Other on site employers are required to adhere to the provisions of the Hazard Communication Standard
Information on hazardous chemicals known to be present will be exchanged with other employers. Employers will be responsible for providing necessary information to their employees.

Other on site employers will be provided with a copy of F.H. Paschen, S.N. Nielsen & Assoc., LLC's hazard communication program.

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Posting

F.H. Paschen, S.N. Nielsen & Assoc., LLC has posted information for employees at this jobsite on the Hazard Communication Standard. This information can be found at the CJSP office trailer.

Each employee shall sign a copy of the following;

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TRAINING SESSION ON

HAZARD COMMUNICATION

- I know where the Material Safety Data Sheets for my work are kept.
- I understand the safe work procedures and precautions to be taken when working with these products including use of protective equipment and/or apparel.
- I know where emergency supplies are kept.
- I know where the emergency phone number and Hazard Communication Information is posted.
- I am aware that I may review copies of the hazardous chemical list, the company's written program, and MSDS's.

Employee Signature_____Date_____

Job Location or Name_____

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Discipline

The following progressive steps of discipline will be taken when employees are in violation F.H. Paschen, S.N. Nielsen & Assoc., LLC's Safety Program.

1. Verbal Warning
2. Written Warning
3. Time Off without Pay
4. Dismissal

The Safety Violation Form will be the written warning issued to employees.

3. A violation of F.H. Paschen, S.N. Nielsen & Assoc., LLC's Safety Program which results in serious injury or property damage shall be grounds for immediate dismissal.

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Addendum Forms

(To be used to facilitate documentation when applicable.)

1. Sample Daily Inspection Form
2. Safety Orientation For Employees
3. Safety Violation Form
4. Site Specific Safety Plan
5. Worker Compensation Injury and Illness Incident Report
6. Custody of Fall Protection (multi-storied steel erection projects)

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Daily Inspection Form

DAILY JOB SAFETY INSPECTION

JOB NAME AND NUMBER _____ WEEK ENDING _____

Check (X) if no correction needed; (0) for not applicable; and (C) for correction

	Mon.	Tues.	Wed.	Thurs.	Fri.
1. State Safety Orders and OSHA regulations for construction on job?					
2. Are walkways and runways adequate?					
3. Are all exits visible and unobstructed?					
4. Are ladders properly constructed and secured?					
5. Is housekeeping good, all unnecessary debris cleaned up?					
6. Are guardrails erected around floors, openings and other critical areas?					
7. Is illumination adequate?					
8. Temporary lighting properly protected and installed?					
9. Are hard hats worn by all men?					
10. Are adequate sanitation facilities available?					
11. Are trenches and excavation properly shored?					
12. Are all electrical tools guarded and grounded?					
13. Are all ground connections clean and tight?					
14. Adequate supply of drinking water, paper cups and refuse containers on job?					
15. Is perimeter floor railing in place?					
16. Are First Aid kits fully stocked?					
17. Are protruding nails in lumber removed?					
18. Are scaffolds properly constructed?					
19. Are your men protected from falling objects?					
20. Are wire, conduit, fixtures and other materials being safely handled?					
21. Are fire extinguishers provided in accessible locations?					
22. Are protective goggles or glasses provided and worn when there is danger of flying objects?					
23. Has a "Tailgate" meeting been held?					

All these areas have been inspected. Those marked for correction have been corrected with the following exceptions: _____

_____

_____
Superintendent/Foreman

Use of this form is not mandatory but included as an example and guide of hazards to be considered when supervisors are checking the project site.

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Safety Orientation For Employees

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

O'Hare Plaza
8725 W. Higgins Rd., Suite 200
Chicago, IL 60631

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Employee Health & Safety Orientation Program

DRESS CODE

1. **Employees will work fully clothed. This means shirt, long pants, and work shoes or boots.**

Note: Exceptions may be made for office personnel at some locations.

2. **Clothes must be in good condition. Loose or ragged clothing, which may become a hazard around moving equipment or catch fire easily, is not allowed.**

3. **Shirts must have sleeves extending over the shoulders approximately four (4) inches minimum (ie: t-shirt). Tank tops, sleeveless shirts, and cutoffs, which expose the abdomen and lower back, are prohibited.**

4. **Shirttails shall be tucked inside the trousers with the exception of welders while welding.**

5. **Trousers with large bell-bottoms are not allowed.**

6. **Work shoes and boots are to be constructed of leather or other strong durable material and must be in good condition. Steel-toed shoes and boots are highly recommended. Canvas shoes, sandals, or open-toed shoes are not allowed. Waterproof rubber boots may be worn when conditions require them.**

7. **Employees required to use respirators must be clean-shaven in the respirator seal area of the face. Note: Some projects or clients may require all employees to be clean-shaven in the respirator seal area every day.**

8. **Hair longer than shoulder length shall be tucked in the hard hat.**

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B. PERSONAL PROTECTIVE EQUIPMENT

1. HEAD PROTECTION

a. **ANSI approved industrial hard hats must be worn in work areas. Metal hard hats are not approved for use.**

Note: Some employees such as office workers and service workers may not be required to wear hard hats in some areas or while performing certain tasks.

b. **Hard hats should be worn with the visor (bill) facing forward.**

2. EYE AND FACE PROTECTION

a. **ANSI approved industrial grade safety glasses must be worn in specified work areas.** Note: Offices and office workers may be an exception.

b. **For some tasks, safety glasses do not provide adequate protection. Job sites must evaluate potential hazards associated with specific tasks and establish minimum acceptable protection for those tasks. Some examples are insulation work, sandblasting, catalyst handling, some woodworking tools, powder actuated tools, impact wrenches, handling chemicals, grinding, chipping, concrete breaking, high pressure air or water blasting or cleaning, opening process lines or systems, battery charging and jump starting, welding, burning, and cutting. Examples of additional protection are: mono goggles, chemical splash goggles, burning and welding goggles, face shields, welding hoods with appropriate filters, and sandblasting hoods.**

3. RESPIRATORY PROTECTION

a. **Employees exposed to airborne particles, toxic fumes, gases, vapors, or potential oxygen deficient atmospheres shall wear a respirator applicable for the particular hazard when required above allowable limits.**

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4. HEARING PROTECTION

   a. Approved hearing protection, such as ear plugs, shall be worn when operating tools that create high noise levels or when working in areas designated as high noise level areas.

   b. As a general rule, if the surrounding noise level in your work area makes conversation difficult between you and another employee without raising your voices and the two of you are within three feet of each other you need to be wearing hearing protection.

5. HAND PROTECTION
   a. To prevent hand injuries, employees are encouraged to furnish and wear gloves.

6. FOOT PROTECTION
   a. Metatarsal guards shall be worn by all employees operating paving breakers and jumping jack compactors.
   b.

7. FALL PROTECTION

   F.H. Paschen, S.N. Nielsen & Assoc., LLC requires the use of fall protection equipment whenever an employee is working at heights of six feet or greater from any location to a solid surface below, and as required by federal, state, local, and client regulations. When a guardrail system is in place, you are never to remove any part of this system without authority from your supervisor.

   a. In areas where an approved guard rail system is not in place, or has been removed, ANSI approved full body harnesses with shock absorbing lanyards must be used whenever work is performed six (6) feet or higher above ground or stable platform level. One lanyard must be tied off at all times.

   b. Fall protection equipment shall be worn and secured by employees working from ladders.

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c. Each employee will inspect their harness and lanyard(s) on a daily basis for defects.

d. Defective harnesses and lanyards must be removed from service.

e. Full body harnesses with shock absorbing lanyards shall be used as follows.

- They shall be secured to an object, structure, or lifetime capable of supporting 5,000 lbs.
- They shall be secured as far above the waist as possible and potential fall distance shall never be allowed to exceed six (6) feet.
- Where no means exist to attach a full body harness or lanyard properly, lifelines or alternative methods, such as scaffolds or personnel lifts, shall be used.
- Whenever a lanyard is used to position the employee, the positioning lanyard must be made of wire rope, cable, chain, or wire core rope. A second lanyard must be tied off for fall protection in the event the positioning lanyard fails.

C. GENERAL SAFETY REGULATIONS

1. Employees shall immediately report all job-related injuries to their supervisor. Employees shall obtain authorization before seeking doctor's care for a job-related injury.

2. Employees under a doctor's care for a non-job related injury or illness or who are taking prescribed medication shall report such care and medication to their supervisor or the job safety department.

3. Illegal drugs and alcohol are prohibited on job sites. Employees found with either substance in their systems will be immediately terminated.

4. Cameras and firearms are prohibited on job sites.

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5. Fighting or horseplay is prohibited. Employees involved in either are subject to immediate termination.

6. Running on job sites is prohibited except life threatening emergencies.

7. Glass containers are prohibited on job sites.

8. Drinking water coolers shall not be used for any other purpose (example: cooling or storing of soft drinks). Only employees authorized to service drinking water coolers can remove the lids from such containers.

9. Employees are to report all unsafe conditions and hazards to their supervisors.

10. Employees shall remain in their assigned work areas and travel established traffic aisles and roadways on all F.H. Paschen, S.N. Nielsen & Assoc., LLC job sites. Employees shall not enter any area, building, or facility and attempt to do any work unless authorized to do so by their supervisor.

VEHICLE AND EQUIPMENT OPERATION

1. GENERAL

a. Employees operating licensed corporate vehicles shall do so only if they have been issued a valid driver's license and such license is not restricted in any way which would restrict the employee's legal operation of the vehicle. Employees operating corporate vehicles or equipment are solely responsible for the safe operation of the vehicle or equipment including personnel and loads transported.

c. Operators of vehicles and equipment shall inspect the vehicles and equipment for defects at the beginning of each shift. Defective vehicles or equipment shall not be used.

d. Drivers and operators of vehicles and equipment shall strictly observe project speed limits and all posted traffic control signs.

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e. Equipment provided with only an operator's seat shall not be used to carry passengers unless an approved personnel platform or seat has been provided for passengers.

f. Vehicles and equipment with a restricted view to the rear shall be equipped with an operable backup alarm, which is audible above surrounding work noise levels.

g. Blades and buckets of earth moving equipment shall be lowered to the ground when unattended and at the end of the work day.

h. Engines shall shut down during refueling operations.

i. Equipment and vehicles shall be shut down if the operator dismounts.

2. TRANSPORTATION OF EMPLOYEES

a. No more than three persons should be allowed to ride inside truck cabs and no employees shall be allowed to ride in pickup beds.

b. Employees shall not mount or dismount from moving vehicles or equipment.

MATERIAL HANDLING AND STORAGE

1. TRANSPORTING LOADS

a. Loads shall be adequately secured displacement when being transported by vehicle or equipment.

b. Loads, which project in front, back, or to the side of vehicles or equipment must be flagged for visibility.

2. HOISTING LOADS OVERHEAD

a. Tag lines shall be used to control all loads being hoisted overhead or transported by mobile hoisting equipment.

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b. Pipe, scaffold poles, conduit, and similar material shall be rigged with two wraps minimum of the choker or sling.

c. Loads shall not be hoisted or swung over employees' heads.

3. MATERIAL STORAGE

a. Material shall be stored in an orderly and stable fashion and kept clear of work areas and traffic aisles.

b. Pipe and similar materials shall be choked with at least two wraps to prevent spreading.

c. Flammable and combustible materials shall be stored at least 50 feet from hot work or other source of ignition. Fire extinguishers shall be provided at least 25 feet from, but not more than 75 feet from said storage.

d. Flammable liquids shall be stored in containers marked as such and labeled as to contents. Signs indicating "no smoking within 50 feet" shall be posted.

e. Flammable liquids other than in bulk storage shall be kept in approved safety cans.

LADDERS AND SCAFFOLDS

1. LADDERS

a. Ladders shall be inspected prior to use. Defective ladders shall be removed from service.

b. Ladders used near energized electrical lines or equipment shall be made of nonconductive materials (wood, fiberglass, etc.).

c. Ladders shall be placed on a sound footing. They shall not be placed on unstable objects such as loose bricks.

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d. Employees shall not carry tools, materials, or objects while climbing and avoid leaning from side to side and away from the ladder.

e. Employees working from ladders shall wear and utilize proper fall protection equipment.

f. Straight and extension ladders

- Must have nonskid safety feet.
- Must be secured at the top when in use. Ladders not in use should be removed from the vertical position.
- Must be placed at an angle not to exceed one foot of run for every four feet of rise.

g. Step ladders

- Must be secured or held when in use
- Employees shall not work from the top or next to the top step of step ladders.

2. SCAFFOLDS (Carpenter Bracket)

a. Employees shall not erect, alter, or dismantle scaffolds unless directed by a competent person.

b. Scaffolds shall be erected, plumb, and attached to a sound foundation. If supported scaffolds are used loose bricks, unstable stacks of lumber, etc. shall not be used to level or support scaffolds.

c. Scaffold materials shall be free of defects.

d. Work platform shall:

- Be completely decked. (The decking should overhang its end supports at least 6 inches but not more than 12 inches. The decking shall be secured in place.
- Be equipped with standard guardrails, midrail, and toe boards when 6 or more feet in height.

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G. FLOOR AND WALL OPENINGS

If handrails are removed and edges are exposed above 6 feet on decks or created in floors or walking surfaces the following precautions shall be taken.

1. **Barricade tape can be used to warn of the hazard so long as the opening or hole is attended by personnel working on said opening or hole.**

2. **Unattended openings and holes shall be protected in one of the following ways:**

   a. **Standard guardrail system consisting of top-rail, midrail, and toe boards capable of withstanding at least 200 lbs. force in any direction with a minimum of deflection.**

   b. **Floor covers must support at least two times the maximum intended load. Covers shall completely cover the opening or hole and will be secured against displacement and labeled "hole cover do not remove."**

H. TOOLS & EQUIPMENT

1. **GENERAL**

   a. **Employees shall inspect tools and equipment for defects before use. Defective tools and equipment shall be removed from service until repaired or replaced.**

   b. **Guards and safety devices shall be left in place and in operable condition on all tools.**

2. **HAND TOOLS**

   a. **Wooden handles on tools shall be free of cracks or other defects. Tape or other coverings, which will hide defects, are not to be placed on handles.**

   b. **Impact surfaces of tools such as but not limited to, hammer wrenches, drift pins, chisels, etc. shall be free of mushroomed surfaces.**

   c. **Wrenches with sprung or worn jaws shall not be used.**

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3. ELECTRICAL TOOLS AND POWER CORDS

a. Tools and cords shall be used in conjunction with Ground Fault Circuit Interrupters(GFCI).

b. Employees shall not operate electrical tools while standing in water.

c. Electrical tools shall not be hoisted or carried by their power cords.

d. Extension cords shall be free of repair or splice and kept clear of traffic aisles and not subjected to vehicular traffic.

4. AIR TOOLS AND HOSES

a. Attachments shall be secured to tools by proper retainers.

b. Retainer rings on impact sockets and attachments shall be taped to prevent displacement.

c. Tools shall not be hoisted or carried by their hoses.

d. Crows-foot type connections on air hoses shall be safety wired at each connection.

e. All air compressors with hoses that have an inside diameter of ½ inch or greater must have a safety check valve in place.

5. OXY-ACETYLENE EQUIPMENT

a. This equipment shall be kept free of oil, grease, or other hydrocarbons (oil based products).

b. Oxy-acetylene equipment shall be inspected for gas leaks and defects prior to use.

c. Oxy-acetylene equipment shall not be exposed to sparks, slag, flame, or other heat sources.

d. Flashback arresters located adjacent to the regulators are required on both the fuel and oxygen systems.

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e. **Compressed gas cylinders shall be used and stored as follows:**

- **Cylinders shall be secured in an upright position during use, storage, and transportation.**
- **Protective caps shall be in place over valve stems when regulators are not in place, when cylinders are in storage, and when cylinders are being transported or hoisted by motorized vehicles or equipment.**
- **Cylinders shall not be taken into confined spaces.**

6. **MANUAL HOISTING EQUIPMENT (chain-falls & come-alongs)**

a. **Hooks must have safety latches.**

b. **Chokers shall be used to secure hoist to supporting structure and to the load.**

c. **Load chains shall not be wrapped or choked around loads. Hooks of hoists shall not be hooked into the flange or structural beams.**

I. CRANES AND RIGGING

1. **CRANES**

a. **Only authorized personnel may operate cranes (conventional or hydraulic).**

b. **Crane operators shall sound their warning horn prior to swinging loads.**

c. **Operators shall not hoist improperly rigged or over capacity loads.**

d. **Accessible areas of cranes rotating superstructure and counterweight shall be barricaded.**

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2. **RIGGING**

a. **Rigging equipment shall be inspected daily or prior to use. Defective equipment shall be removed from service.**

b. **Capacities of rigging equipment shall not be exceeded.**

c. **Loads must not be hoisted unless the weight is known and the rigging equipment is adequate and properly attached.**

J. PERSONNEL LIFTS (JLG, CONDOR, SNORKEL, etc.)

1. **Only authorized personnel may operate these lifts.**

2. **Lifts shall be used on surfaces that will fully support them.**

3. **Dead man type safety switches and controls shall not be bypassed.**

4. **These lifts shall be kept at least 10 feet from energized electrical equipment and lines.**

5. **Employees using lifts must wear approved fall protection equipment and attach the lanyard to the basket while aloft. (Boom Lifts only)**

K. EXCAVATIONS

1. **When deeper than 5 feet, excavations shall be sloped or shored to prevent cave-in.**

2. **Excavations must be barricaded when feasible. When they are unattended or adjacent to roads or traffic aisles, they must always be barricaded.**

3. **Spoil dirt and equipment shall be kept at least 2 feet from the edge of excavations.**

4. **An access ladder shall be placed within 25 feet of where employees are working in excavations 4 feet deep or deeper.**

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L. CONFINED SPACE ENTRY (Manholes)

1. **Employees shall not enter any confined space unless it has been tested for oxygen content, absence of flammable and/or toxic vapors and/or substances.**

2. **Positive ventilation (air movers or fans) shall be used to provide fresh air exchange in confined spaces. (If required)**

M. TAG-OUT AND LOCK-OUT PROCEDURES

1. **Employees shall not perform any work including repair change attachments on electrical circuits, equipment, or mechanical equipment unless the power supply or source of said equipment is positively disconnected or shut off the employee places his or her lock and tag on the disconnect.**

N. HOUSEKEEPING

1. **Scrap and debris from work activities shall be frequently removed from work areas, at least daily.**

2. **Materials shall be stored in an orderly fashion clear of work areas and traffic lanes.**

3. **Protruding nails shall be removed or bent over in scrap lumber.**

O. WORK ZONE SAFETY highway and road

1. **All employees will be required to wear, at least, class one retro reflective vests at all times manufactured in accordance with ANSI 107. 1999 standards.**

2. **Employees will at no time position themselves between moving equipment and live traffic.**

3. **If employees are required to work near moving equipment then constant eye contact shall be maintained between employee on foot and equipment operator.**

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4. **Only properly trained and certified employees shall be allowed to control traffic. (I.E. Flag Persons)**

5. **Only employees that are competent in traffic control procedures will be allowed to operate an approved pace vehicle.**

P. SIGNS, SIGNALS, AND BARRICADES

1. **Before the start of work in any work zone a competent person shall drive through the entire work zone to visual inspect that all traffic control devices are in place and function properly.**

2. **All traffic control devices will be set up in accordance with an approved traffic control plan.**

3. **No employee is allowed to move, relocate, reposition, or change the work zone in any way without approval from the site foreman or superintendent.**

Q. EMERGENCY RESPONSE

1. **ALARMS**

   a. **All employees shall learn and recognize site emergency alarms or signals.**

   b. **Repeated blasts of any equipment horn will be used as a universal alarm and all employees must report to their foreman immediately.**

2. **EVACUATION POINTS**

   a. **All employees shall learn evacuation routes and assembly points.**

R. ON – TRACK - SAFETY

All employees required to work near a railroad track system shall receive appropriate on track safety training and shall be required to pass a written test, prior to working near the track system.

Do not work near a railroad track system unless you have received this training.

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S. Cell Phone Usage

On July 8, 2005 Chicago became the second large city in the U.S. to ban motorists from using hand-held cell phones. A number of States including Illinois are considering similar cell phone use laws.

The Chicago ordinance requires that motor vehicle operators use a hands-free device while driving to allow both hands to remain on the steering wheel. The fines for using a hand-held cell phone are $50, or $200 if the driver is involved in a traffic accident. Three exceptions under this new ordinance are 1) law enforcement officers and operators of emergency vehicles "on duty and acting in their official capacities 2) motorist calling '911' or other emergency numbers and 3) drivers using their cell phones while parked.

All employees shall adhere to all applicable laws regarding cell phone use while driving.

T. Drug / Alcohol

F.H. Paschen, S.N. Nielsen & Assoc., LLC recognizes the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. F.H. Paschen, S.N. Nielsen & Assoc., LLC has a commitment to protect people and property, and to provide a safe working environment. The purpose of the F.H. Paschen, S.N. Nielsen & Assoc., LLC Drug/Alcohol program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees. Therefore, all employees are covered by this policy and must abide by the provisions set forth in this policy as a condition of employment with F.H. Paschen, S.N. Nielsen & Assoc., LLC Any employee who has been convicted of any criminal drug offense which was committed on company premises must notify management within five (5) days of said conviction. I understand that according to F.H. Paschen, S.N. Nielsen & Assoc., LLC policy, I am required to submit samples of my blood and/or urine for chemical analysis. I further understand that this analysis will be conducted by a CAP and/or NIDA certified laboratory. The purpose of this analysis is to determine or rule out the presence of non-prescribed or prohibited substances.
I do hereby consent freely and voluntarily to this request for specimens. I hereby and herewith release F.H. Paschen, S.N. Nielsen & Assoc., LLC and its designated hospital, laboratory, their employees, agents and contractors from any and all liability which may arise from this request to furnish samples, the testing of said samples and decisions made concerning my employment or continued employment based upon the results of the analysis.
I understand a documented chain of specimen custody exists and will be used to help ensure the identity and integrity of my sample throughout the collection and testing process.

F.H. PASCHEN, S.N. NIELSEN & ASSOC., LLC

EMPLOYEE HEALTH AND SAFETY ORIENTATION PROGRAM

The undersigned verifies receiving F.H. Paschen, S.N. Nielsen & Assoc., LLC's Orientation Packet and agrees to work in compliance with these safe work practice rules.

Company Name: F.H. Paschen, S.N. Nielsen & Assoc., LLC

Supervisor: _____

Employee: _____

Date: _____

The attached program information is to be given to every employee prior to beginning work on this project. Upon completion of the safety and health orientation the employee will be required to affix his/her signature to the appropriate form. Completed forms shall be brought to the F.H. Paschen, S.N. Nielsen & Assoc., LLC's field office to be placed in the safety files. No employee is to begin working on any F.H. Paschen, S.N. Nielsen & Assoc., LLC project until this orientation is completed. Trades currently employed on the site shall receive this training at the weekly tool box safety meetings.

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Safety Violation Form

Date Issued_____

SAFETY VIOLATION SUBCONTRACTOR EMPLOYEE

NAME OF SUBCONTRACTOR

_____

Employee's Name: _____

Job Number: _____ Job Name: _____

Job Address: _____

VIOLATION

☐ Hard Hat	☐ Saw Guard
☐ Eye Protection	☐ Ladders
☐ Fall Protection	☐ Safe Tool Usage
☐ Harness	☐ Other

Description: _____

_____

_____

Subcontractor

By: _____

Sign

Employee: _____

_____

Sign

The following progressive steps of discipline will be taken when employees are in violation of F.H. Paschen, S.N. Nielsen & Assoc., LLC's safety program.

1. Verbal Warning
2. Written Warning
3. Time off without Pay
4. Dismissal

A violation of F.H. Paschen, S.N. Nielsen & Assoc., LLC's Safety Program which results in serious injury or property damage shall be grounds for immediate dismissal.

F.H. Paschen, S.N. Nielsen & Assoc., LLC, by

_____

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Date Issued _____

SAFETY VIOLATION F.H. PASCHEN, S.N. NIELSEN & ASSOC., LLC EMPLOYEE

NAME OF SUPERVISOR

_____

Employee's Name: _____

Job Number: _____ Job Name: _____

Job Address: _____

VIOLATION

☐ Hard Hat	☐ Saw Guard
☐ Eye Protection	☐ Ladders
☐ Fall Protection	☐ Safe Tool Usage
☐ Harness	☐ Other

Description: _____

_____

_____

Supervisor Employee: _____

By: _____ _____

Sign Sign

The following progressive steps of discipline will be taken when employees are in violation of F.H. Paschen, S.N. Nielsen & Assoc., LLC's safety program.

5. Verbal Warning
6. Written Warning
7. Time off without Pay
8. Dismissal

A violation of F.H. Paschen, S.N. Nielsen & Assoc., LLC's Safety Program which results in serious injury or property damage shall be grounds for immediate dismissal.

F.H. Paschen, S.N. Nielsen & Assoc., LLC, by _____

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Site Specific Safety Plan

A site specific safety plan shall be developed by project management on all projects which require site specific safety plans by contract and on all projects which may encounter unique risk and hazards which have the potential to impact the safety of employees and the public.

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F.H. PASCHEN, S.N. NIELSEN & ASSOC., LLC
REPORT OF ACCIDENT
SUPERVISORS REPORT OF EMPLOYEE INJURY

Location, Job Name & Job Number

_____

Incident Date & Time

_____

Date & Time employer was notified of incident_____

Injured Employee SS#_____ and Name_____

Home Phone Number _____ and Street Address _____

City _____
State _____Zip_____

Date of Birth _____ Marital Status _____ # of dependants ____ Job Title_____

Job status (active, retired, part time full time) _____ Date of hire_____

Date terminated (if applicable)_____Wage amount per hour _____ Hours per week____

Supervisor's name, title & phone number

_____

Incident description of accident

_____

_____

Date of death (if applicable) _____
Medical Provider_____

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Address _____Phone Number_____

Witness name address phone_____

Lost Time? _____ Last date worked _____ Date returned to work_____Lt duty?_____

Incident location such as floor, deck elevation, column line, etc.
_____

Incident contact Lyle Shear fax 773 693 0064

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Custody of Fall Protection (multi-storied steel erection projects)

F.H. Paschen, S.N. Nielsen & Assoc., LLC -Custody of Fall Protection Checklist

OSHA's Subpart R (Steel Erection) requires the controlling contractor to accept responsibility of perimeter fall protection that is installed. Since F.H. Paschen, S.N. Nielsen & Assoc., LLC is a general contractor this responsibility would be ours. The following checklist must be filled out on every multi-storied steel erection project and needs to be filled out as the steel erector completes each floor.

1.	Are the cables installed at least 3/8" cable?	Y	N
2.	Are the cables secured with at least 3 clips?	Y	N
3.	Do the cables have less than 2" deflection?	Y	N
4.	Are the cables in overall good condition?	Y	N
5.	Are cables flagged every 6 feet?	Y	N
6.	Are the cables adequately secured by Gusset plates, or holes fabricated in the Columns? (note: washers will be unacceptable to use for supporting perimeter cable)	Y	N
7.	Does F.H. Paschen, S.N. Nielsen & Assoc., LLC accept Responsibility for the perimeter cables that are covered by this checklist?	Y	N

Floor Number covered by this check list_____

Floor Area covered by this check list_____

List any corrections necessary for F.H. Paschen, S.N. Nielsen & Assoc., LLC acceptance of this floor_____

_____

_____

_____

_____

(if none required, indicate same above)

Name of contractor to be responsible for guard cable maintenance as of this date

_____

Signature of Steel Erector Representative_____

Signature of F.H. Paschen, S.N. Nielsen & Assoc., LLC Representative_____

Signature of maintenance contractor if different from F.H. Paschen, S.N. Nielsen & Assoc., LLC_____

PROJECT NAME_____

DATE _____

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F.H. Paschen, S.N. Nielsen & Assoc., LLC
8725 West Higgins Road – Suite 200
Chicago, Illinois 60631

Memo: Project Managers / Superintendents

From: Lyle Shear, Vice President Risk Management

Re: Custody of Fall Protection

Pursuant to agreement with OSHA we have developed the attached Custody of Fall Protection Checklist.

This checklist shall be used on all multi-storied steel erection projects that will utilize the steel erectors guard cable system for other trades following the completion of steel erection on a given floor.

The checklist shall serve to document the inspection and acceptance of the guard cable system and the assignment of the contractor responsible for the maintenance of the cable system for the balance of the contract work. These records are to become permanent documentation to the job files.

Copy all Corporate Officers

SAMPLE LETTER TO STEEL ERECTOR TO BE SENT PRIOR TO STEEL ERECTION

Date

Steel Erector
Main Street
Any town USA

Re: Project Number
Project Name

Gentlemen:

Pursuant to OSHA Steel Erection Standards 1926.752 (a), (a) (1) and (a) (2), please be advised this letter shall serve as your authorization to proceed with the steel erection in accordance with your erection plan.

All applicable concrete in the footings, piers and walls and the mortar in the masonry piers and walls has attained, on the basis of an appropriate ASTM standard test method of field-cured samples, either 75 percent of the intended minimum compressive design strength or sufficient strength to support the loads imposed during steel erection.

Any repairs, replacements and modifications to the anchor bolts were conducted in accordance with 1926.755 (b)

Yours truly,

Xxxxxxxxxxxxxxxx, project manager

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1.f Close-Out and Correction of Unacceptable Work

F.H. Paschen, S.N. Nielsen & Assoc., LLC fully recognizes that it is in the best interests of all parties concerned to close out projects in a timely manner. Upon completion of a particular work order, the Project Manager will commence compiling the final close-out records for transmittal to the City.

As-built drawings will be maintained during the progress of the work order, and updated as necessary to reflect the actual condition of the work in progress. At completion of a work order, said drawings will be completed by all trades and returned to F.H. Paschen, S.N. Nielsen & Assoc., LLC within two weeks for review. After review, the drawings will be revised to reflect the final "as-built" condition by F.H. Paschen, S.N. Nielsen & Assoc., LLC or it's subcontractor, reviewed for accuracy and completeness, and submitted to the Owner.

Upon substantial completion of a work order, a pre-final inspection will be made to verify that the work is ready for final inspection. Any remaining work to be performed, and any deficiencies to be corrected will be noted, resulting in the Contractor's Punch List. This punch list work will commence immediately, and be continuously prosecuted until all items have been completed. A final inspection will be made by the Contractor's management team to verify that all items have been completed and/or corrected, prior to requesting a final inspection with the Owner and/or his designated representative.

It is our intention that all work will be complete at the time of the Owner's inspection, and not result in further punch lists. However, in the event that the Owner does issue a punch list, all work will commence immediately and be vigorously prosecuted to ensure that it is completed within 30 days. Subcontractors will be expected to adhere to the same schedule. If they fail to comply, we will proceed with their work and backcharge them for the direct costs involved.

Upon acceptance of the work, as-built drawings, operating and maintenance manuals, record of materials used and all other required documentation will be submitted to the Owner at or prior to the final pay application.

All work performed will be in strict compliance with the quality control program established for this project. These quality control measures will be actively applied to all aspects of the project, which we believe in and of itself minimizes deficiencies, and therefore the need for corrective action and/or rework. The quality control plan establishes the inspection/surveillance processes for all definable features of work. Additionally, whenever possible, we recommend that at the time a new activity begins on a delivery order, the initial installation of a small area, a unit, a piece, etc., be inspected jointly by the Owner's representative and F.H. Paschen, S.N. Nielsen & Assoc., LLC Quality Control personnel to establish an acceptable level of quality for that activity. We have found the "mock-up" approach to be very beneficial in both maintaining quality progress and eliminating rework.

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1.g Architectural and Engineering Requirements

F.H. Paschen, S.N. Nielsen & Assoc., LLC has the capability of self performing limited design, as well as engineering requirements in-house. Our Engineering and Architectural staff includes the following personnel:

Ronald Rydosz, P.E.	Civil Engineer	Joe Scarpelli	Civil Engineer
Robert Zitek, P.E.	Civil Engineer	Navin Ghandi	Mechanical Engineer
Doug Pelletier, P.E.	Civil Engineer	Anthony Giannini	Architect

We will utilize outside sources for additional design requirements. Firms that we currently use, and propose for use on this contract are:

Architectural/Engineering Firms:

Collins Engineers, Inc.
Mr. Mike Garlich
123 North Wacker Drive
Suite #300
Chicago, IL 60606
312-704-9300

Teng & Associates
Mr. Francis X. Donohue
205 N. Michigan Ave.
Chicago, IL 60601
312-616-6168

Belli & Belli Architects
Mr. Alan Belli
39 S. Milwaukee Avenue
Wheeling, IL 60090
847-520-1700

HDR Architecture, Inc.
Mr. Terry Littell
8550 W. Bryn Mawr Avenue
Chicago, IL 60631
773-301-1374

These firms have been selected based on their past performance, excellent reputation, and understanding of the JOC concept, as well as their familiarity with the City of Chicago facilities.

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1.h Contractor Quality Control Program

To be submitted after award notification.

1.i Material Disposal

F.H. Paschen, S.N. Nielsen & Assoc., LLC understands that the General Contractor is responsible for the proper disposal of all construction debris, materials and other waste. Since we are not licensed to handle hazardous waste material, we will utilize a subcontractor who is properly licensed and insured to legally haul and dispose of all hazardous waste material.

Included in our Safety Training all of F.H. Paschen, S.N. Nielsen & Assoc., LLC field employees receive OSHA 30 Hour training certification. In addition to this, all of the site Superintendents assigned to this contract will receive specific training on how to properly handle the disposal of hazardous and non-hazardous materials.

For this contract, we will utilize a Licensed Environmental Consultant to test all material removed from the site.

We intend to use the following licensed companies to do our testing:

PgK Environmental Testing
600 N. Dearborn, Suite 107
Chicago, Illinois 60610

K-Plus
600 W. Van Buren Street, Suite 100
Chicago, Illinois 60607

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2. MANAGEMENT TEAM

Introduction

F.H. Paschen, S.N. Nielsen & Assoc., LLC recognizes the unique characteristics of job order contracts. Unlike any other contractors, F.H. Paschen, S.N. Nielsen & Assoc., LLC has an entire department specifically assigned to Job Order Contract projects. The JOC staff has been specially trained in JOC procedures and is well prepared to handle a project of any type and size. It is critical to the success of this contract that the selected contractor responds quickly to the Owner's needs. This is accomplished through the installation of an experienced, quality hands-on management staff capable of making the decisions necessary to ensure the timely performance of this project in its entirety. This staff will be augmented with support from the corporate office as required, particularly in the areas of risk management, loss control, safety, accounting, affirmative action and administration.

As stated in Volume 1, Construction and Operations Management Plan, it is our assessment that the following is critical to the operations and management of this JOC contract:

- Management staff with documented JOC experience. Education is important, but it is our belief that experience and our extensive in-house training in this unique contracting concept is key to the success of these projects.

The criteria for initiating this type of contract lies in the effective coordination and management of both manpower and subcontractors at F.H. Paschen, S.N. Nielsen & Assoc., LLC's multiple locations throughout the project. Key to this criteria is the ability of on-site staff to perform these functions effectively and efficiently. The philosophy used to develop the organization structure discussed in this volume of the proposal is to provide an experienced, quality hands-on management staff capable of making the decisions necessary to ensure the timely performance of this project in it's entirety.

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2.a Organizational Chart

As reflected in the enclosed project organizational chart (Exhibit 2.1), the F.H. Paschen, S.N. Nielsen & Assoc., LLC's management team assigned to this project will consist of a Project Executive, Project Manager, Assistant Project Manager/Estimator, Project Superintendents, a LEED Accredited Professional and an Administrative Assistant. This staff will be augmented with support from the corporate office as required, particularly in the areas of risk management, loss control, safety, accounting and administration, and affirmative action/equal employment opportunity, as reflected in our corporate organizational chart (Exhibit 2.1.1). This is our planned initial staffing only, which can be expanded depending on the quantity and timing of work orders issued. Additional field staff can be transferred to this contract as determined by the workload.

F.H. Paschen, S.N. Nielsen & Assoc., LLC policy for the JOC is to give the project management staff the authority and responsibility to operate autonomously. We have established this policy because we believe it is in the best interest of the Owner. The Owner must have contractor personnel immediately available to make contractual decisions on the spot without delay for corporate approval.

With this policy established, the Home Office will, however, be readily available for any assistance the Project staff may need. Areas of home office assistance to the project are as follows:

Accounting/Financial

The F.H. Paschen, S.N. Nielsen & Assoc., LLC accounting system is established at our corporate office in O'Hare Plaza, Chicago, IL under the management of Carol M. Einfalt, Chief Financial Officer. All project related expenses will be administered, monitored and checks will be issued to the project through the corporate office. Project cost and labor distribution reports are generated monthly and forwarded to the project for review and concurrence. The CFO and members of her accounting staff will coordinate the financial and cost information needs of the project, and will be in close communication with the on-site management staff throughout the duration of the contract.

Administrative Support

A Senior Office Manager will be assigned to the project from the JOC division. This individual will direct and coordinate all administrative requirements of the project including contract administration, payroll, filing, communications, and work documentation procedures. The Senior Office Manager will be responsible for contract administration, project accounting, communications and related administrative support.

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- Coordinates the preparation and issuance of purchase orders/subcontracts. Insures terms and conditions of in-house contractual instruments meet the requirements of prime contract.
- Processes subcontractor payrolls to Owner. Reviews all labor standard interviews conducted by the field superintendent for violations of the Davis-Bacon act and take action on all discrepancies reported. Documents all violations.
- Reviews subcontractor and vendor invoices for proper format, content, and correctness. Processes correct invoices to Corporate Office. Maintains progress payment files, including lien waivers and checks released.
- Maintenance of all accounting records, tracking of all pay requests.
- Distributes monthly cost reports to appropriate staff. Reviews expenditures and coding for accuracy.
- Reviews time cards for accuracy and processes to Corporate Office payroll department.
- Maintenance of the project records, and general administrative assistance to the project staff.
- Works closely with other divisions to stay abreast of subcontractor performance and related issues.
- Directs the activities of and assignments to clerical staff.

Mr. Tedd Bloom is a graduate of Central Michigan University with a B.S. in Business Administration. He has thirteen years experience in administrative management of construction projects with special emphasis on JOC contracts. Please refer to Mr. Bloom's resume, which is included at the end of this section.

Risk Management

Risk Management and corporate safety plans are under the oversight of our Vice President of Risk Management. The Vice President/Risk Management will develop a site-specific safety and accident prevention program with the help of the Project Manager during the pre construction phase of the project. He will provide all necessary training to project personnel and assist the project in implementing the program. Additionally, the Vice President/Risk Management will review and approve all subcontract insurance certificates to ensure that the interests of all parties to the contract are adequately protected. Periodic reviews of all risk management and safety issues, including site visits will be conducted throughout the project duration.

Mr. Lyle Shear is the Vice President/Risk Management for F.H. Paschen, S.N. Nielsen & Assoc., LLC. Mr. Shear has 43 years experience in the construction industry, of which over thirty were in loss control for projects ranging from $10 - $135 million. Mr. Shear is a member of the American Society of Safety Engineers, the Society of Casualty Safety Engineers and serves on the Safety Committee of the Builder's Association of Chicago. In addition, Mr. Shear holds numerous OSHA and National Safety Council occupational safety certifications.

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Affirmative Action and Equal Employment Opportunity

Affirmative Action and Equal Opportunity issues are under the oversight of our corporate Contract Compliance Officer. The Contract Compliance Officer will implement a program to ensure that minority and female craft workers as well as subcontractors are participating to the fullest extent possible. This program will include steps that must be taken to assure participation, as well as guidelines for documenting our efforts in this regard. The Contract Compliance Officer will conduct monthly analysis of workforce utilization/subcontract participation and review with both project and corporate management. Areas for improvement will be documented, and follow-up on the resultant action will be monitored.

Ms. Karen Howell is the Contract Compliance Officer for F.H. Paschen, S.N. Nielsen & Assoc., LLC. Prior to joining our firm she was Associate Director for Chicago Women in Trades, an advocacy and support organization assisting women to enter into and remain in the skilled construction trades, as well as served ten years in the U.S. Air Force.

Management and Technical Support

Project Executive

The Project Executive plans, directs and coordinates all activities of the JOC requirement to insure that goals, aims, or objectives specified for successful operations are accomplished in accordance with prescribed priorities, time limitations and funding constraints, as well as the Quality Control Program established for the project. He has the ultimate responsibility for all aspects of the project, including, but not limited to Quality Control.

The Project Executive will be well versed in all phases of construction work procedures. This position requires a minimum of ten years direct management experience in all aspects of quality construction, as well as estimating, engineering and procurement. The Project Executive must demonstrate a proven background in all disciplines, and a recognized ability to manage a number of diversified staff and activities simultaneously.

The Project Executive is extremely well versed in all aspects of JOC operations, and is instrumental in establishing the project office, staffing, administrative and management procedures to be followed in the execution of the contract, as well as monitoring the project progress schedule once operations are underway.

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The Project Executive also provides a resource for assistance during periods of increased volume, or unusual circumstances (such as an extended absence), and will coordinate the diversion of corporate specialty personnel to the project site if the need arises.

Mr. Leo Wright will serve as the Project Executive for this contract, and will be the liaison between the project and the corporate office. Mr. Wright has twenty-seven years construction experience, with special emphasis on estimating and operations management. As Project Executive of Chicago JOC Operations for the company, he oversees all Chicago area job order and indefinite quantity contracts. He will be the primary contact for quality issues between F.H. Paschen, S.N. Nielsen & Assoc., LLC and the City of Chicago.

While the Home Office will retain corporate responsibility for successful operation of the JOC requirement, as stated our main support will be supervisory in nature. The Home Office evaluates project management staff and subcontract performance through monthly (at minimum) reviews of project reports, schedule updates, cost reports, and contractual files to ensure timely response to our customers, as well as adequate audit trails of all actions. The Project Executive will conduct regular interviews with on-site personnel to ensure that morale remains high, that the project is progressing satisfactorily, and that our commitment to the owner and the needs of the project staff are being met.

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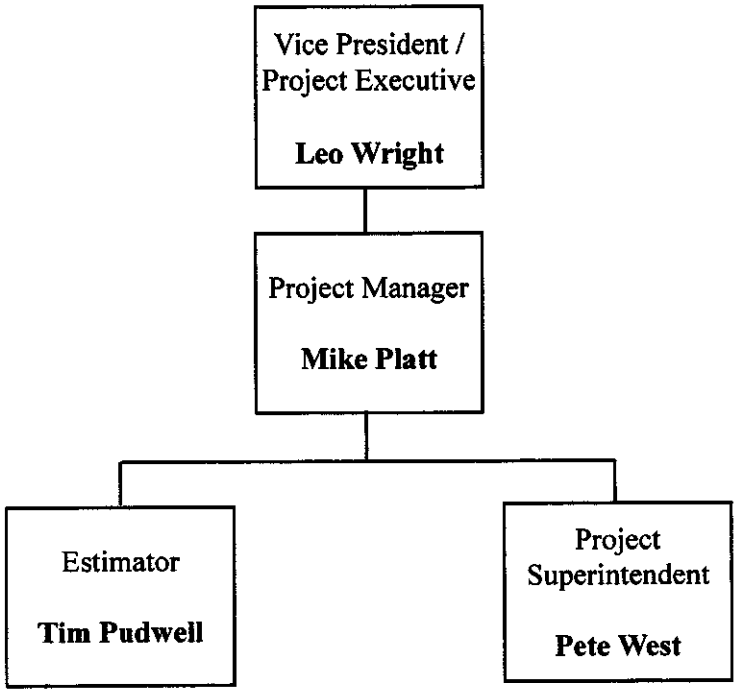
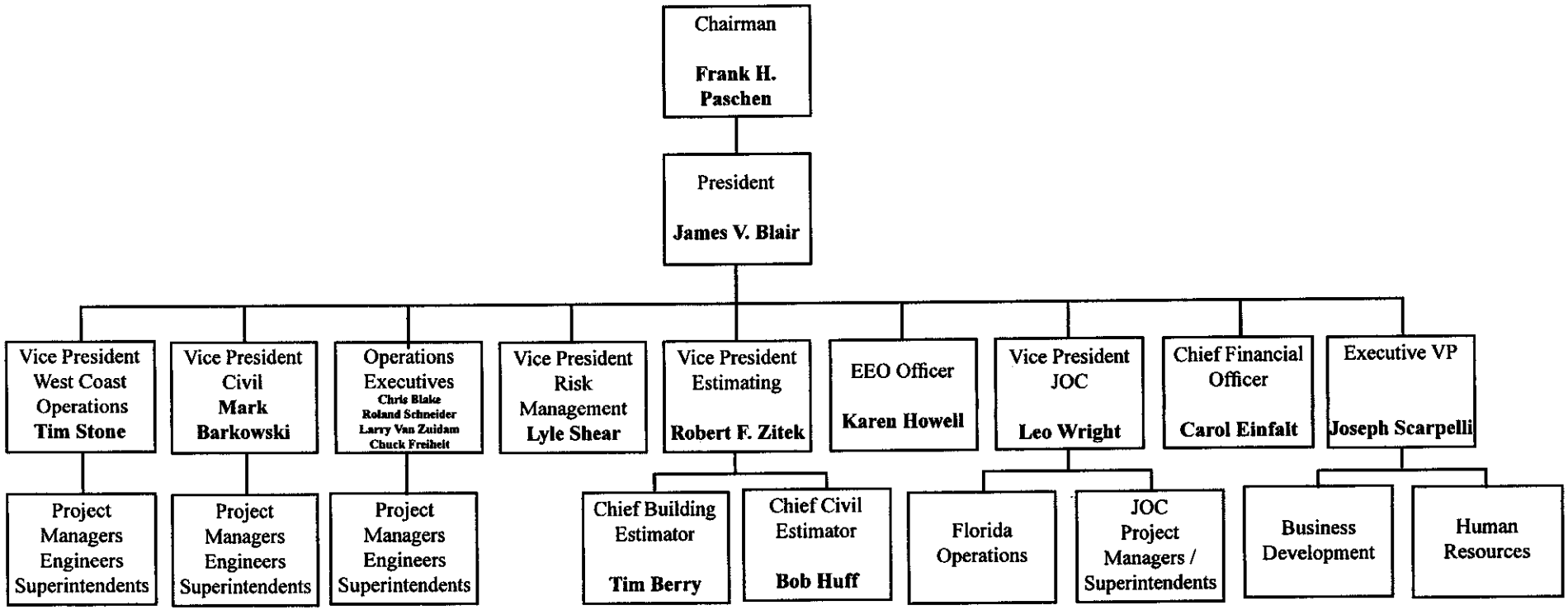
PROJECT ORGANIZATION CHART



COMPANY ORGANIZATION CHART



2.b Responsibilities of Each Position

Project Manager

The Project Manager, plans, directs and coordinates all activities of the JOC requirement to insure that goals, aims, or objectives specified for successful operations are accomplished in accordance with prescribed priorities, time limitations and funding constraints. He/She has the ultimate responsibility for all aspects of the contract. This individual will be the point of contact person between the Owner and F.H. Paschen, S.N. Nielsen & Assoc., LLC staff.

The Project Manager has the overall management responsibility for all aspects of the project, including quality control, and will be authorized to make all decisions necessary to perform the day-to-day operations of the project. The Project Manager will oversee all staff functions, and will designate reasonable authority to the staff, as he deems necessary in the performance of their assigned duties.

The Project Manager will be well versed in all phases of facilities management and construction work procedures. This position requires a minimum of seven years experience in all aspects of quality construction, as well as estimating, engineering and procurement. The Project Manager will be a skilled, experienced hands-on manager with a proven background in all disciplines, and a recognized ability to manage a number of diversified activities simultaneously. He will be a people oriented manager who combines technical and analytical skills, capacity for detail, and the ability to consistently produce high quality results. He/She will be well versed in Progen Software and have experience using Primavera SureTrak Scheduling Software.

Assistant Project Manager/Estimator:

The Assistant Project Manager/Estimator will be involved with the assigned work order from RFP to final acceptance. He will plan procedures for each phase of construction based on knowledge of various building methods. These duties include, but are not limited to, scoping, pricing, negotiating, procurement and subcontracting of delivery orders, preparation of shop drawings, submittals, and change orders, as well as other duties as assigned by the Project Manager. Additionally, the Assistant Project Manager/Estimator assigned to this project performs all activities connected with preparing the price proposal in accordance with the plans, specifications and contract requirements. The Assistant Project Manager/Estimator will solicit and evaluate subcontractor proposals, conduct pre-award meetings with the subcontractor, and make recommendations to the Project Manager for award, as well as handle all procurement of materials and equipment required in the performance of the project. The Assistant Project Manager/Estimator will be responsible to produce a CPM Schedule utilizing Primavera SureTrak Software and then maintaining the schedule for the duration of the project.

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- Studies specifications and plans, determines accurate measurements, quantities, and equipment needed.
- Visits job site to compare actual conditions with plans and specifications.
- Conducts Joint Scope Meetings
- Prepares Progen Proposal.
- Negotiates final price with owner's representative.
- Submits final package.
- Negotiates & awards contracts to Subcontractors and Suppliers.
- Possess an intimate knowledge of job conditions, the most practical methods of handling materials and labor on the job and the most economical means of construction.
- Possess a working knowledge of labor performance standards and operations to know how long particular tasks will normally take.
- Reviews and confers directly with subcontractors and suppliers in questioning costs.
- Briefs Project Manager on costs and rationale and accepts appropriate recommendations.
- Directs the procurement of materials and equipment as needed.
- Assists in the negotiating terms and conditions of subcontracts to insure appropriate specialized craftwork, i.e., electrical, structural steel, concrete, plumbing, etc. is properly contracted. Identifies materials, supplies, and equipment for purchasing.
- Conducts weekly progress meetings with subcontractor and staff.
- Studies specifications to plan procedures for construction on basis of starting and completion times and staffing requirements for each delivery order and phase of construction based on knowledge of tools, equipment and various building methods.
- Prepares CPM Project Schedule using Primavera Suretrak Scheduling Software.
- Confers with and directs personnel and subcontractors in planning and executing work procedures, interpreting specifications and coordinating various phases of construction to prevent delays.
- Confers with Superintendent, suppliers and subcontractors to resolve construction problems and improve construction methods.
- Prepares and/or receives from subordinates reports on progress, materials used and costs and adjusts work schedules if required.
- Furnishes sample recommendations and shop drawing to customer.
- Prepares operating and maintenance manuals, studies and reports.
- Determines need for outside architect-engineering support and advises Project Manager.
- Specially trained in the handling of documents to obtain LEED's certification.

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Contractors Scheduler:

F.H. Paschen, S.N. Nielsen & Assoc., LLC Project Manager & Assistant Project Manager/Estimators are well versed in the use of Primavera scheduling software. All of our managers are put through training provided by Catalyst, Inc., who is the licensed provider of Primavera products for our area. The Manager assigned to the Work Order will put together a CPM schedule using Primavera SureTrak software. The schedule will contain adequate detail to be able to track the individual work activities. The initial CPM schedule will be submitted with the Work Order Proposal. During the course of the project, the CPM schedule will be updated by the Project Manager or Assistant Project Manager. The updated schedule will be submitted monthly to the Commission.

LEED Accredited Professional:

F.H. Paschen, S.N. Nielsen & Assoc., LLC understands the requirements for a LEED Accredited Professional on the project. If we cannot meet the need with in-house staffing, we will utilize Williams Architects. Williams Architects is a member of the U.S. Green Building Council and has LEED Accredited Professionals on staff. F.H. Paschen, S.N. Nielsen & Assoc., LLC has been involved with several recent projects for The City of Chicago and understands the many challenges of the LEED certification process. Many of our employees have attended LEED and Green Building seminars and workshops. As a company, we have recently completed projects with LEED requirements at West Pullman Library (Public Building Commission), Helge Haugan Middle School (Public Building Commission), Marine Safety Station (City of Chicago-DGS), Mega Fuel Project (City of Chicago) and Gale Community Center (Public Building Commission).

Superintendent:

The Superintendent must be well versed in all types of construction. He will be dedicated to the project full time. He will monitor construction and quality activities to the extent necessary to provide construction management with adequate confidence that appropriate measures are taken to control and achieve quality including the control requirements established by the Program. This position will also be responsible for subcontract coordination, material and equipment procurement, monitoring safety for the project, and will have a comprehensive working knowledge of all safety aspects associated with this operation.

- Assembles members of site organization (supervisory, engineering and other workers) and subcontractors at start of project to plan procedures for timely completion of projects.
- Insures construction work performed is in accordance with plans, blueprints, codes and other specifications.
- Prepares weekly look ahead schedules
- Develops and initiates methods and procedures for inspection, testing and evaluation.

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- Develops and implements methods and procedures to assess cost and responsibility for unacceptable material/supplies.
- Directs quality control construction inspectors in evaluating and testing construction services.
- Enforces the Quality Control Plan, conducts inspections and implements corrective action.
- Inspects work in progress to insure that workmanship conforms to specifications and construction schedules are met.
- Monitors subcontractor's performance and documents the results.
- Coordinates start dates, processes correspondence, conducts meeting, clarifies contract requirements, etc.
- Insures construction work performed is in accordance with plans, blueprints, codes and other specifications.
- Plans layout of projects and integrates engineering elements into unified design, as required.
- Insures daily inspections of construction work in progress, and discusses results of inspection with the project management team.
- Investigates all customer complaints regarding quality. Provides results to General Superintendent, Project Executive and Project Manager for resolution with customer.
- OSHA 30 Certified
- Specially trained in the handling of construction debris and hazardous waste.

2.c Project Staffing and Resumes

Project Executive

Mr. Leo Wright will serve as the Project Executive for this contract, and will be the liaison between the project and the corporate office. Mr. Wright has twenty-seven years construction experience and thirteen years with F.H. Paschen, S.N. Nielsen & Assoc., LLC, with special emphasis on estimating and operations management. As Project Executive of Chicago JOC Operations for the company, he oversees all Chicago area job order and indefinite quantity contracts.

Project Manager: Michael Platt

Mr. Michael Platt has seven years of construction industry experience including six years with F.H. Paschen, S.N. Nielsen. He joined the Company directly after college and was the Project Engineer on multiple projects for the Chicago Public Schools. He was promoted to Project Manager is currently managing projects for the Chicago Public Schools job order contract.

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Assistant Project Manager/Estimator: Timothy Pudwell

Mr. Pudwell has four years of construction industry experience and three years with F.H. Paschen, S.N. Nielsen. He joined the Company after graduating college and was assigned to the Building Division. He was the Construction Engineer on several Chicago Public Schools projects with responsibilities including submittals, scheduling, quantity take-offs, subcontractor solicitation, etc. Mr. Pudwell was transferred to our Job Order Contract Division and is the Project Engineer on the CTA JOC contract.

Superintendent: Peter West

Mr. West has 32 years of construction industry experience including seven years with F.H. Paschen, S.N. Nielsen. He is assigned to the Job Order Contract Division where he oversees field construction of multiple work orders for the Chicago Public Schools JOC.

LEED Accredited Professional: Matthew Muir

Mr. Muir has four years of construction industry experience including three years with F.H. Paschen, S.N. Nielsen. He joined the Company after graduating college and is assigned to the Chicago JOC Division. His responsibilities include subcontractor solicitation, scheduling, submittals, overseeing construction, and communication with the Owner.

Please see related resumes at the end of this section.

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2.d Project Staffing Levels

The staffing proposed for this contract is the minimum proposed staffing at this time. This staff will be augmented with additional support staff as needed, depending on the quantity and timing of work orders/request for proposals.

Each JOC contract is assigned a Project Manager to assist in the effective management of all the task orders. The Project Manager works closely with the Project Executive to monitor and mange staff assigned to the JOC contract. The Project Manager is well versed in all aspects of JOC operations, and is instrumental in establishing the project office, staffing, administrative and management procedures to be followed in the execution of the contract. The Project Manager also provides a resource for assistance during periods of increased volume, dependent on the quantity and timing of requests for proposals. He/She will monitor the project continuously, and assign additional qualified personnel as the situation warrants.

The management philosophy of F.H. Paschen, S.N. Nielsen & Assoc., LLC, combined with an excellent compensation, benefit and incentive package helps us attract some of the brightest and best talent in the industry. We currently have approximately 50 employees in our JOC Division. Additionally, we are continually recruiting qualified candidates for employment. This will serve as the resource for any added staff assignments that need to be made to this contract.

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LEO J. WRIGHT
Vice President

Professional Experience

Mr. Wright has 27 years of construction industry experience including thirteen years with F.H. Paschen, S.N. Nielsen. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager and finally Vice President. He is responsible for overseeing the Chicago and Florida JOC Departments, which includes 35 Project Managers, Superintendents, and Engineers. Under his leadership, the Chicago and Florida JOC Divisions have completed $350,000,000 worth of work, with $300,000,000 in potential backlog.

Project Experience

- Public Building Commission, Chicago, Illinois; $42 million job order contract for six years for improvements to campus parks and site preparation. Position: Project Executive.
- Chicago Department of Transportation, Chicago, Illinois; $30 million job order contract for six years for the repair, reconstruction and rehabilitation of flat work, site work and structures. Position: Project Executive.
- Chicago Department of General Services, Chicago, Illinois; $48 million job order contract for six years for the rehabilitation of City facilities. Position: Project Executive.
- O'Hare Modernization Program, Chicago, Illinois; $30 million job order contract for six years. Position: Project Executive.
- Chicago Park District, Chicago, Illinois; $12 million job order contract for four years for the repair and alteration of Park District facilities. Position: Project Executive.
- Chicago Transit Authority, Chicago, Illinois; $48 million job order contract for four years. Position: Project Executive.
- Chicago Transit Authority, Chicago, Illinois; $5 million job order contract for two years for the construction and renovation of CTA properties including rail crossings, station renovations, and general property maintenance. Position: Senior Project Manager.
- Art Institute of Chicago, Chicago, Illinois; $.3 million north terrace deck repair. Position: Senior Project Manager.

LEO J. WRIGHT
Vice President

Project Experience (continued)

- Wheaton Sanitary District, Wheaton, Illinois; $.1 million, 800 sf. control room rehab. Position: Senior Project Manager.
- Northeastern Illinois University, Chicago, Illinois; $.4 million asbestos abatement and floor replacement at Caruthers Center. Position: Senior Project Manager.
- United States Postal Service, Chicago, Illinois, $.5 million Vehicle Maintenance Facility domestic cold/hot water replacement. Position: Project Executive
- Chicago Transit Authority, Chicago, Illinois; $1 million bus hoist replacement at five locations. Position: Senior Project Manager.
- Chicago Park District, Chicago, Illinois; $3 million per year job order contract (1294) for four years for the construction, repair and maintenance of various facilities. Position: Senior Project Manager.
- United States Postal Service, Chicago, Illinois, $2K - $.5 million various miscellaneous projects. Position: Project Executive
- City of Chicago, Chicago, Illinois; $9 million per year job order contract for four years for the construction, repair and maintenance of various facilities for the Department of General Services. Position: Senior Project Manager.
- Chicago Park District, Chicago, Illinois; $6 million per year job order contract for four years for the construction, repair and maintenance of various facilities. Position: Senior Project Manager.
- United States Postal Service, Chicago, Illinois; $.3 million semi trailer facility repairs. Position: Project Executive.
- City of Chicago, Chicago, Illinois; $5 million per year job order contract for four years for the Department of Transportation. Position: Senior Project Manager.
- Elmhurst Park District, Elmhurst, Illinois; $1.7 million pool renovation at York Commons Park, Elmhurst, Illinois. Position: Senior Project Manager.
- Metropolitan Water Reclamation District of Greater Chicago, Chicago, Illinois; $4 million per year job order contract for 4 years for maintenance of waste water treatment plants and office facilities (term 2). Position: Senior Project Manager.

LEO J. WRIGHT
Vice President

Project Experience (continued)

- Burbank Park District, Burbank, Illinois; $1.3 million pool renovation at Stevenson Park, 85th St. & State Road, Burbank, IL. Position: Senior Project Manager.

- Chicago Transit Authority, Chicago, Illinois; $6 million job order contract for 2 years for the construction, repair and maintenance of various Chicago Transit Authority properties. Position: Senior Project Manager.

- Metropolitan Water Reclamation District of Greater Chicago, Chicago, Illinois; $4 million per year job order contract for 4 years including miscellaneous repairs to the Sewage Treatment Buildings (term 1). Position: Senior Project Manager/Project Superintendent.

- City of Chicago, Board Of Education, Chicago Illinois; $2 million playground rehabilitation project, for capital improvements to elementary schools. Position: Project Superintendent.

- Chicago Park District, Chicago, Illinois; Responsible for 88 park and playgrounds, installation and maintenance of playground equipment, inspection of equipment, coordination of trades in construction recreation for special events. Position: Foreman of Riggers.

- Chicago Park District, Chicago Illinois; 10 million 4 year Capital Improvement Soft Surface project. Position: Foreman of Riggers.

Education

- DeVry Institute of Technology
  Telecommunication Management

- Davea Trade Center
  Construction Management

MICHAEL PLATT
Project Manager

Professional Experience

Mr. Platt has seven years of construction industry experience including six years with F.H. Paschen, S.N. Nielsen. He joined the Company directly after college and was the Project Engineer on multiple projects for the Chicago Public Schools. He was promoted to Project Manager is currently managing projects for the Chicago Public Schools job order contract.

Licenses / Certifications

- OSHA 30 Hour

Project Experience

- Chicago Public Schools, Chicago, Illinois; $9 million job order contract for four years for the renovation of school facilities. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $ 1.7 million roofing renovation project at Burnside Scholastic Academy. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $1.3 million ADA upgrades at Joan Arai Middle School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $1.3 million interior and exterior renovation to Delano Elementary School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $1.9 million exterior renovation, restroom renovation and lighting and security system upgrade at Copernicus Elementary School. Position: Project Manager
- Chicago Public Schools, Chicago, Illinois; $.7 million roof replacement and lighting upgrade at Bond School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.8 million roof repairs at Carl Schurz High School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.6 million roof repairs at Coles School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $1.2 million new doors at Brighton Park Academy, Burroughs Elementary School, Byrne Elementary School, Gladstone Elementary School, Kanoon Elementary School, Nightingale Elementary School, and Raymond Elementary School. Position: Project Manager.

MICHAEL PLATT
Project Manager

Project Experience (continued)

- Chicago Public Schools, Chicago, Illinois; $1.2 million exterior renovation at Fenger High School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $1.5 million renovation to William Rainey Harper High School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.8 million fire alarm and power distribution system upgrade at Farragut Career Academy. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.6 million terra cotta and masonry repair at Laughlin Falconer Elementary School. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.1 million terra cotta and masonry repair at Stephen K. Hayt Elementary School. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.4 million student accommodations project at William Jones, Whitney Young, Michele Clark, and Martin Luther King College Prep Schools. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.6 million roof replacement and interior finishes repair at Lawrence School. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.1 million fire alarm and emergency lighting upgrade at Near North Special Education Center. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.65 million renovation to Lowell & Whittier Schools. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.5 million truss repair and ceiling and lighting installation at Audubon and Chase Schools. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.3 million renovation to Carroll Elementary School. Position: Construction Engineer.
- Chicago Public Schools, Chicago, Illinois; $.79 million bathroom renovations at Bowen, Orr, and South Shore High School. Position: Project Engineer.

Education

- University of Illinois

BA, Business Administration

TIMOTHY PUDWELL
Project Engineer

Professional Experience

Mr. Pudwell has four years of construction industry experience and three years with F.H. Paschen, S.N. Nielsen. He joined the Company after graduating college and was assigned to the Building Division. He was the Construction Engineer on several Chicago Public Schools projects with responsibilities including submittals, scheduling, quantity take-offs, subcontractor solicitation, etc. Mr. Pudwell was transferred to our Job Order Contract Division and is the Project Engineer on the CTA JOC contract.

Licenses / Certifications

OSHA 30 Hour

Project Experience

- Chicago Transit Authority, Chicago, Illinois; $12 million per year job order contract for four years for rehabilitation of CTA facilities, stations, and infrastructure. Position: Project Engineer.
- United States Postal Service, Chicago, Illinois; $17 million over five terms for the rehabilitation and addition of postal facilities. Position: Project Engineer.
- Public Building Commission, Chicago, Illinois; $.58 million life safety generator upgrade at the Daley Center. Position: Project Engineer.
- Second Baptist Church, Elgin, Illinois; $3.2 million, 20,000 sf. addition/renovation including gym, classrooms, nursery and parking lot. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.7 million roofing and miscellaneous repairs to Faraday Elementary School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.9 million renovation to Wendell Green Elementary School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $459,605 roof and glazing replacement and environmental abatement at Northside Learning Center. Position: Project Engineer.
- Chicago Public Schools, Chicago, Illinois; $.6 million roof replacement at Washington Irving Elementary School. Position: Project Manager.
- Chicago Public Schools, Chicago, Illinois; $.7 million masonry restoration and minor interior renovation at Reinberg Elementary School. Position: Project Superintendent.

TIMOTHY PUDWELL
Project Engineer

Project Experience (continued)

- Chicago Public Schools, Chicago, Illinois; $.8 million fire alarm and power distribution system upgrade at Farragut Career Academy. Position: Construction Engineer.
- Chicago Department of Water, Chicago, Illinois; $4.2 million infrastructure and landscaping at the South Water Purification Plant. Position: Construction Engineer.

Education

Illinois State University
B.S., Construction Management

PETER WEST
Project Superintendent

Professional Experience

Mr. West has 32 years of construction industry experience including seven years with F.H. Paschen, S.N. Nielsen. He is assigned to the Job Order Contract Division where he oversees field construction of multiple work orders for the Chicago Public Schools JOC.

Project Experience

- Chicago Public Schools, Chicago, Illinois; $2 million per year job order contract for three years consisting of general renovation at various schools including ADA Upgrades, classrooms renovations, etc. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $1.2 million ADA renovation at George Henry Corliss High School including restroom modifications and the replacement of emergency generators. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $.4 million ADA upgrade at McClellan School. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $5.3 million mechanical and electrical upgrade to Hyde Park Academy. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $2.2 million ADA upgrade at Calumet High School. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $.5 million ADA project consisting of the replacement existing lockers at William Bogan Computer Technology High School. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $1.1 million chimney repairs at Gladstone, Gregory, Bouchet, Cook, Miles Davis, Bennett, Alex Haley, and Kellogg Schools. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $1 million ADA upgrades including elevator at Sutherland Elementary School. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $1.3 million renovation to Marie Sklodowska Curie High School. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $.79 million bathroom renovations at Bowen, Orr, and South Shore High School. Position: Project Superintendent.

PETER WEST
Project Superintendent

Project Experience (continued)

- Chicago Public Schools, Chicago, Illinois; $.7 million roof replacement at Ray School. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $1 million ADA modifications to Mt. Greenwood & Clay Schools. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $.57 million electrical service upgrade at Neil & Dixon Schools. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $.67 million electrical service upgrade at Brighton & Libby Schools. Position: Project Superintendent.
- Chicago Public Schools, Chicago, Illinois; $.57 million electrical service upgrade at Hartigan School. Position: Project Superintendent.
- Firstar Bank, Various location; $.7 million interior and exterior renovation to three branch banks in Lisle, Villa Park, and Countryside, IL. Position: Project Superintendent.
- University National Bank, Chicago, Illinois; $.4 million exterior renovation to branch bank in Hyde Park. Position: Project Superintendent.
- Ronald Duitsman, Downers Grove, Illinois; $1.5 million new 5,000 sf. ranch home. Position: Project Superintendent.

Education

- College of DuPage

MATTHEW C. MUIR
Project Engineer, Leed AP

Professional Experience

Mr. Muir has five years of construction industry experience including three years with F.H. Paschen, S.N. Nielsen. He joined the Company after graduating college and is assigned to the Chicago JOC Division. His responsibilities include subcontractor solicitation, scheduling, submittals, overseeing construction, and communication with the Owner.

Licenses / Certifications

- LEED Accredited
- OSHA 30 Hour
- American Institute of Construction - Associate Constructor

Project Experience

- Chicago Department of Transportation, Chicago, Illinois; $20 million job order contract with a four year duration for the construction, rehabilitation and modernization of structures and other infrastructure facilities. Position: Construction Engineer.

- O'Hare Modernization Program, Chicago, Illinois; $30 million job order contract with a six year duration for the construction and renovation of airport property and structures to facilitate O'Hare's expansion plans. Position: Construction Engineer.

- Chicago Transit Authority, Chicago, Illinois; $12 million job order contract with a four year duration for rehabilitation of CTA facilities, stations, and infrastructure. Position: Construction Engineer.

- Lafayette Housing Authority, Lafayette, Indiana; Conversion of a high school into senior housing and offices. Position: Laborer/Carpenter.

Education

- Purdue University
  B.S., Building Construction Management
  Minor: Organizational Leadership & Supervision

3.a Listing of Comparable Projects

Attached

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JOB ORDER CONTRACTS

Value	Owner	Project Description	Duration
$9,754,864	Chicago Park District 541 N. Fairbanks- 6th Floor Facilities Management Chicago, IL 60611 Mr. Ernest Alvaeado 312-747-7695	Contract No. P-03061 General Construction, Repairs & Alterations to Park District Facilities FHP No. 1294/1394	12/03 to 12/07
$10,856,576	Miami-Dade County Public Schools 155 N.E. 15 St., Room P103 Miami, FL 33132 Mr. Francis Hoar 305-995-4038	Contract JOC04-C6 Maintenance Operations for Facilities within the School District FHP No. 2803/2813	10/04 to 10/07
$6,094,184	Chicago Board of Education 125 S. Clark Street Chicago, IL 60603 Mr. John Conroyd 773-553-3167	Contract No. 2004-0099-JOC Renovation & Repair of CPS Facilities FHP No. 1300/1400	06/04 to 6/07
$9,617,111	L.A. Unified School District 333 S. Beaudry Ave., 23rd Floor Los Angeles, CA 90017 Paul Metoyer 626-300-2823	Contract 0530001 JOC 001 – Term 1 Repair and renovation to various schools FHP No. 1250	6/05 to 4/07
$35,950,733	City of Chicago Dept. of General Services 30 N. LaSalle St., Suite 3700 Chicago, IL 60602 Mr. Nicholas Ahrens 312-744-7751	Contract No. T26463 General Rehabilitation of City Facilities FHP No. 1036/1136/1236/1336	11/00 to 1/07
$17,549,000	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle St., Suite 600 Chicago, IL 60602-2570 Mr. Dan Burke 312-744-5807	Contract No. T26459 Bridge Reconstruction and Rehabilitation FHP No. 1103/1203/1303/1403	3/01 to 2/06

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,750,000 x 1 year	County of San Diego DGS – JOC 55 555 Overland Ave., Building 11 San Diego, CA 92123-1290 Mr. Leonard Pinson 858-694-3958	Contract No. 504823 General Construction, Repairs & Alterations to/for County Entities FHP No. 1216	1/05 to 1/06
$1,853,603	City of San Diego Wastewater Department 9192 Topaz Way San Diego, CA 92123 Ms. Leigh Ann Derbawka, Project Coordinator 619-614-5767	Contract No. K03111 General Construction, Repairs & Alterations to/ for City Wastewater facilities. Self performance of Underground Utility work. FHP No. 1213 WC	9/03 to 9/05
$2,922,042	City of San Diego DGS – JOC 52 555 Overland Ave., Building 11 San Diego, CA 92123-1290 Mr. Leonard Pinson 858-694-3958	Contract No. 501422 General Construction, Repairs, and Alterations to/for County Entities FHP No. 1215 WC	6/04 to 6/05
$1,628,237	San Diego Water Dept. Azita Etemad- GRC Coordinator 600 B Street, Ste. 600 San Diego, CA 92101 619-533-4242	Contract No. K03873CA General Construction, Repairs & Alterations to City Water Facilities FHP No. 1212	6/03 to 6/05
$2,258,634	City of San Diego Engineering & Capital Projects 1010 Second Ave., Suite 500 San Diego, CA 92101 Mr. Siavash Haghkhah, Project Coordinator 619-533-4434	Contract No. K02236C General Construction, Repairs & Alterations to/ for City Parks and City Entities FHP No. 1210 WC	3/03 to 3/05
$904,905	City of San Diego Engineering & Capital Projects 1010 Second Ave., Suite 500 San Diego, CA 92101 Mr. Siavash Haghkhah, Project Coordinator 619-533-4434	Contract No. K02235C General Construction, Repairs & Alterations to/ for City Parks and Recreation facilities. FHP No. 1209 WC	3/03 to 3/05

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$6,960,032	Metro. Water Reclamation District of Greater Chicago 100 E. Erie Street Chicago, IL 60611-2803 Mr. Jack Farnan 312-751-7900	Contract No. 01-664-11 General Construction, Repairs & Alterations to MWRDGC Facilities FHP No. 1120/1220	9/01 to 9/04
$669,295	San Diego Metro Waste Water Dist. Leigh Ann Derbawka - GRC Coord. 9192 Topaz Way San Diego, CA 92123 858-614-5767	Contract No. K03112 General Construction, Repairs & Alterations to City Wastewater Facilities FHP No. 1214	8/03 to 8/04
$15,650,304	Chicago Park District 425 E. McFetridge Dr. Chicago, IL 60605 Mr. Ernie Alvaeado 312-747-7695	Contract No. P-99108 General Construction, Repairs & Alterations to Park District Facilities – 4 Years Total FHP No. 1002/1012/1202	1/00 to 6/04
$1,881,378	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45677 General Construction, Repairs & Alterations to County entities FHP No. 1211	3/03 to 3/04
$996,088	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45629 General Construction, Repairs & Alterations to County entities FHP No. 1208 WC	12/02 to 12/03
$826,242	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45630 General Construction, Repairs & Alterations to County entities FHP No. 1207 WC	12/02 to 12/03
$10,770,262	University of Illinois – Urbana/Champaign 1501 S. Oak Street MC800 Physical Plant Service Bldg Champaign, IL 61820 Mr. Chuck Deem 217-265-8131	Contract No. Job Order Contract to FY1999 Rehab University Facilities FHP No. 935/1035/ 1135/1235	6/99 to 9/03

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$937,491	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45562 General Construction, Repairs & Alterations to County entities FHP No. 1204 WC	8/02 to 8/03
$1,431,964	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45563 General Construction, Repairs & Alterations to County entities FHP No. 1205 WC	8/02 to 8/03
$1,123,063	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45566 General Construction, Repairs & Alterations to County entities FHP No. 1206 WC	8/02 to 8/03
$3,825,628	San Diego Water Dept. Azita Etemad- GRC Coordinator 600 B Street, Ste. 600 San Diego, CA 92101 619-533-4242	Contract No. K01037C General Construction, Repairs & Alterations to City Water Facilities FHP No. 1105	5/01 to 5/03
$762,111	Cal State Polytechnic University Pomona 3901 W. Temple Ave. Bldg. 81 Pomona, CA 91768 Mr. Gary Nellesen, Project Manager 909-869-4169	Contract No. 0000001848 General Construction, Repairs & Alterations FHP No. 1112	12/01 to 12/02
$6,604,000	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 1051/1157	12/00 to 12/02
$3,177,736	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45009 General Construction, Repairs & Alterations to County entities FHP No. 1131 WC	10/01 to 10/02

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,010,245	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45010 General Construction, Repairs & Alterations to County entities FHP No. 1132 WC	10/01 to 10/02
$40,692	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	County of Los Angeles Contract No. 36 – EMD 176 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1111 WC	9/01 to 9/02
$978,647	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45007 General Construction, Repairs & Alterations to County entities FHP No. 1123	9/01 to 9/02
$234,133	Cal State University San Marcos Chuck Walden- JOC Coordinator 441 La Moree Rd. San Marcos, CA 92029 760-750-4624	Contract No. A000017 General Construction, Repairs & Alterations to CSU SM entities FHP No. 1110	6/01 to 6/02
$556,752	County of Kern General Services Division 1115 Truxton Avenue Bakersfield, CA 93301 Mark E. Russell, AIA, Manager 661-868-3000	Contract No. 416-2001 – JOC Phase II General Construction, Repairs & Alterations County of Kern – General Services Division Bakersfield, CA FHP No. 1109 WC	5/01 to 5/02
$2,486,246	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 28 – General Construction, Repairs & Alterations Department of Internal Services Los Angeles, CA FHP No. 1018 WC	1/01 to 1/02

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,273,472	County of Kern General Services Division 1115 Truxton Avenue Bakersfield, CA 93301 Mark E. Russell, AIA, Manager 661-868-3000	Contract No. 189-2001 – JOC No. 1 General Construction, Repairs & Alterations County of Kern – General Services Division Bakersfield, CA FHP No. 1104 WC	1/01 to 1/02
$4,872,168	Chicago Transit Authority Merchandise Mart Plaza P.O. Box 3555 Chicago, IL 60654 Mr. Carlos Campos 312-733-7000	Contract No. C98FH7506 General Construction, Repairs & Alterations to CTA Facilities FHP No. 850	11/99 to 12/01
$18,417,421	Chicago Board of Education 125 S. Clark St. Chicago, IL 60603 Ms. Rosalinda Castillo 773-553-3267	Contract No. 97-260023 General Contracting Services for Board of Education Facilities FHP No. 1003	1/00 to 12/01
$575,295	California State University-Long Beach 1250 Bellflower Blvd. Long Beach, CA 90840-0123 Mr. Stan Denton, Buyer II 562-985-8287	Contract No. M000126 General Construction, Repairs & Alterations California State University – Long Beach Long Beach, CA FHP No. 1101	1/01 to 12/01
$2,300,502	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 25 – EMD 140 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1014 WC	11/00 to 11/01
$3,301,084	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45558 General Construction, Repairs & Alterations to County entities FHP No. 1024	9/00 to 9/01

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,345,395	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45559 General Construction, Repairs & Alterations to County entities FHP No. 1025	9/00 to 9/01
$11,990,000	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 901/1001/1021	1/99 to 9/01
$11,764,068	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle Street, Suite 600 Chicago, IL 60602 Mr. Dan Burke 312-744-5807	Contract No. T7968190101 Bridge Reconstruction & Rehabilitation FHP No. 738/838/938	3/98 to 8/01
$15,796,397	City of Chicago Department of General Services 510 N. Peshtigo Court, Rm. 6A Chicago, IL 60611	Contract No. B69684201 4 Years Total General Rehabilitation of City Facilities FHP No. 722/822/922/1022	6/97 to 7/01
$2,668,648	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 20 – EMD 138 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1007 WC	6/00 to 6/01
$2,233,942	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 21 – EMD 139 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1008 WC	6/00 to 6/01
$2,273,970	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 22 – EMD 140 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1009 WC	6/00 to 6/01

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,955,586	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 44475 General Construction, Repairs & Alterations to County entities FHP No. 1010	4/00 to 4/01
$2,963,792	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 44476 General Construction, Repairs & Alterations to County entities FHP No. 1011	4/00 to 4/01
$2,394,250	Department of the Navy ROICC, Los Angeles Area Bldg. 230, Weapon Support Facility 800 Seal Beach Boulevard Seal Beach, CA 90740-5000 Gwen Lavender, Contracting Officer 562-626-6156	Contract No. N68711-97-D-6729 General Construction, Repairs & Alterations of Various Naval Facilities Los Angeles, Orange & Riverside Counties, CA FHP No. 820/920/1020	3/98 to 3/01
$2,643,858	County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803-1331 Mr. Dan Rynn, 323/226-4726 Mr. William Gelpi 626-300-3231	Contract No. Repair & Remodel of County Facilities Department of Public Works Los Angeles County, CA FHP No. 1006	3/00 to 3/01
$64,683	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No.162640-97-B-0046 Repairs & Alterations to Various Postal Facilities – Chicago Metro & Northern Illinois Area FHP No. 930	1/99 to 1/01
$679,437	The Trustees of the California State Univ. 18111 Nordhoff Street Northridge, CA 91330 Ms. Mary Sosa, Assistant Director 818-677-2301	Contract No. M960039MGS General Construction, Repairs & Alterations Cal. State University-Northridge Campus Northridge, CA FHP No. 942	2/00 to 1/01

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,819	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No.162640-97-B-0049 Repairs & Alterations to Various Postal Facilities – Central Illinois Area (excluding Chicago) FHP No. 932	1/99 to 1/01
$2,179,426*	U.S. Coast Guard, Civil Eng. Unit 2000 Embarcadero, Ste. 200 Oakland, CA 94606-5337 Evelyn Navarro, Contract Officer 510-535-7248	Contract No. DTCG88-97-D-623175 IDIQ Multi-Trade Construction at U.S. Coast Guard San Diego, CA FHP No. 714/814	2/97 to 9/00
$2,847,144	County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803-1331 Mr. Dan Rynn 323-226-4726	Contract No. GC-JOC #1 LAC & USC Medical Center Replacement Work Department of Public Works Los Angeles County, CA FHP No. 941	9/99 to 8/00
$2,605,543	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 13 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 936 WC	6/99 to 6/00
$2,902,359	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 14 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 937 WC	6/99 to 6/00
$2,991,618	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. MJOC#5 Mechanical Work, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 939 WC	6/99 to 6/00

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,976,117	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 44225 General Construction, Repairs & Alterations to County entities FHP No. 934	6/99 to 6/00
$73,447	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No.162640-97-B-0059 Repairs & Alterations to Various Postal Facilities – State of Indiana FHP No. 933	7/99 to 5/00
$2,873,822	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	Contract No. 11 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 925 WC	4/99 to 4/00
$2,968,852	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	Contract No. MJOC#2 Mechanical Work, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 926 WC	4/99 to 4/00
$2,955,315	The Board of Trustees of the University of Illinois at Chicago 1140 S. Paulina Street Chicago, IL 60612	Contract No. 999-502-97 General Construction, Repairs & Alterations FHP No. 711	2/97 to 2/00
$3,097,169	San Diego Schools Harry Allen- JOC Coordinator 4860 Ruffner St. San Diego, CA 92111 858-637-6266	Contract No. C-5476 General Construction, Repairs & Alterations to City Schools FHP No. 929	1/99 to 1/00
$564,415	San Diego Schools Harry Allen- JOC Coordinator 4860 Ruffner St. San Diego, CA 92111 858-637-6266	Contract No. C-5476 General Construction, Repairs & Alterations to City Schools FHP No. 959	1/99 to 1/00

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$49,427,467	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 96-260023 to Region 3 & 4 General Contracting Services Chicago Board of Education Facilities FHP No. 710	1/98 to 1/00
$15,781,049	Metro. Water Reclamation District of Greater Chicago 100 E. Erie Street Chicago, IL 60611-2803 Mr. Jack Farnan 312-751-7900	Contract No. 96-648-11 – 4 Years Total General Construction, Repairs & Alterations to Various Facilities FHP No. 621/721/821	8/96 to 12/99
$46,299,015	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 97-220011 to Region 1 & 2 General Contracting Services Chicago Board of Education Facilities FHP No. 708	2/98 to 12/99
$2,989,650	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	Contract No. 5 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 830 WC	8/98 to 8/99
$4,518,954	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	General Construction, Repairs & Alterations / Earthquake Repairs FHP No. 503/508/703/725	1/96 to 8/99
$3,000,000	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063	GC, Repairs & Alterations	8/98 to 8/99

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,146,055	San Diego Unified School District Facilities Development Department 4100 Normal Street, Annex 2 San Diego, CA 92103 Mr. Harry Allen, Program Coordinator 858-627-7148	Contract No. C-5476 Repairs, Alterations & Modernization of Various School & Board Facilities San Diego Unified School District FHP No. 829 WC	8/98 to 8/99
$2,384,455	County of San Diego Department of General Services 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 858-694-8834	Contract No. 43958 General Construction, Repairs & Alterations Department of General Services San Diego County, CA FHP No. 828 WC	8/98 to 8/99
$11,329,511	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 501/601/701	7/96 to 7/99
$2,917,852	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Section Manager. 213-267-2225	Contract No. EMD059 General Construction, Repairs & Alterations Department of Internal Svcs. Los Angeles County, CA FHP No. 740	2/98 to 2/99
$467,060	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0069 Repairs & Alterations to Various Postal Facilities Chicago Metro & Northern Illinois Area FHP No. 730	1/97 to 2/99
$32,987,771	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 96-260023 – Region 5 & 6 General Contracting Services Chicago Board of Education Facilities FHP No. 709	1/98 to 1/99

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$12,723,077	The Ohio State University Office of the University Architect 2009 Millikin Road Columbus, OH 43210 Mr. Steve Galli 614-292-4458	Contract No. JOC – 1995 General, Plumbing, HVAC, & Electrical Repairs & Alterations to Ohio State University Facilities FHP No. 504/704/804	1/98 to 1/99
$272,978	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0064 General Construction, Repairs & Alterations of Various Postal Facilities to Central Illinois Area (excluding Chicago) FHP No. 732	1/97 to 1/99
$119,047	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0059 General Construction, Repairs & Alterations of Various Postal Facilities to State of Indiana FHP No. 733	1/97 to 1/99
$428,817	Housing Authority of New Orleans 918 Carondelet Street, 2nd Floor New Orleans, LA 70130	Contract No. 97-020-07-42 Repairs, Alterations & Modernization of Facilities FHP No. 737	10/97 to 10/98
$999,713	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Section Manager. 213-267-2225	Contract No. 71009 General Construction, Repairs & Alterations Department of Internal Svcs. Los Angeles County, CA FHP No. 736	9/97 to 9/98
$300,000	U.S. Postal Service Facilities Service Office 222 S. Riverside Plaza Chicago, IL 60606-6150 Robert A. Rigsby, Manager 708-563-7200	Contract No. 162640-94-B-0099 General Construction, Repairs & Alterations of Various Postal Facilities North Central Illinois Area FHP No. 645	6/96 to 6/98

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$13,953,737	Chicago Park District 541 N. Fairbanks, 6th Floor Chicago, IL 60611 Mr. Ernest Alvaeado 312-747-7695	Contract #P-94002 Various Park Building Rehabilitation – 4 Years Total FHP No. 248/548/648/748	5/94 to 4/98
$3,373,514	Housing Authority of New Orleans 918 Carondelet Street, 2nd Floor New Orleans, LA 70130	Contract No. 96-026-09-78 Repairs, Alterations & Modernization of Facilities FHP No. 715	4/ 97 to 4/98
$15,977,025	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609	Repair Schools FHP No. 510	1/96 to 12/97
$14,481,115	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609	Repair Schools FHP No. 509	1/96 to 12/97
$1,262,828	The Board of Trustees of the University of Illinois at Chicago 1140 S. Paulina Street Chicago, IL 60612	Hospital Rehabilitation	11/96 to 11/97
$11,765,053	City of Chicago Department of General Services 30 N. LaSalle St., Suite 3700 Chicago, IL 60602	Contract No. B29684201 GC, Repairs & Alterations to Various City Facilities – 3 Years Total FHP No. 216/257/516	11/93 to 9/97
$10,340,283	Montgomery County Office of Procurement Rockville Metro Center 250 Hungerford Drive, Suite 200 Rockville, MD 20850-4168	Repairs, Alterations & Rehabilitation of Various County Facilities FHP No. 254/554/65	8/94 to 8/97
$698,466	County of Los Angeles Department of Public Works 550 S. Vermont Avenue Los Angeles, CA 90020	Earthquake Repairs	1/96 to 1/97
$9,717,458	Philadelphia Housing Authority 2012 Chestnut Street Philadelphia, PA 19103	General Rehabilitation of PHA Facilities FHP No. 627	1/96 to 1/97

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,185,932	City of San Diego Metro. Waste Water Department 600 B. Street, Suite 500 San Diego, CA 92101-4587	Civil Repairs	1/96 to 1/97
$2,194,330	City of San Diego 1010 Second Ave. San Diego, CA 92101	Contract No. K-96102 General Construction, Repairs & Alterations to City entities FHP No. 502	11/95 to 11/96
$380,981	U.S. Postal Service Major Facilities Office P.O. Box 40591 Philadelphia, PA 19197-0591	General Construction, Repairs & Alterations of Various Postal Facilities, Greater Chicago, IL and Gary, IN	10/93 to 10/96
$348,451	U.S. Postal Service Major Facilities Office P.O. Box 40591 Philadelphia, PA 19197-0591	General Construction, Repairs & Alterations of Various Postal Facilities – Central Illinois area	10/93 to 10/96
$188,760	U.S. Postal Service Facilities Service Office 222 S. Riverside Plaza Chicago, IL 60606-6150	General Construction, Repairs & Alterations of Various Postal Facilities – Various Branches, Chicago, IL	9/94 to 9/96
$13,011,730	Chicago Public Schools Dept. of Purchasing 1819 W. Pershing Rd. Chicago, IL 60609-2391	Contract No. 94-270001 Repairs to CPS Facilitys 2 Years Total FHP No. 246/546	9/94 to 4/96
$11,181,637	Philadelphia Housing Authority 2012 Chestnut Street Philadelphia, PA 19103	General Rehabilitation of PHA Facilities FHP No.527	1/95 to 1/96
$1,743,647	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle Street, Suite 600 Chicago, IL 60602 Mr. Dan Burke 312-744-5807	Bridge Reconstruction & Rehabilitation FHP No. 252	4/94 to 5/95
$24,570,884	Philadelphia Housing Authority 2012 Chestnut Street Philadelphia, PA 19103	General Rehabilitation of PHA Facilities FHP No. 227	1/94 to 1/95

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$1,000,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Various Branches, Chicago, IL	10/91 to 6/94
$500,000	U.S. Postal Service 6801 W. 73rd Street Bedford Park, IL 60499-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	1/91 to 8/92
$600,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, North Suburban Illinois	1/90 to 9/91
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	1/90 to 7/91
$500,000	U.S. Postal Service 6801 W. 73rd Street Bedford Park, IL 60499-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	6/90 to 5/91
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Forest Park, IL	11/89 to 4/91
$1,000,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare &: Forest Park, IL	11/89 to 4/91
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Metro Chicago, Illinois	1/90 to 12/90
$142,538	U.S. Postal Service 225 Michigan Avenue N.W. Grand Rapids, MI 49599-9991	General Construction & Rehabilitation of Postal Facilities, South Haven, MI	12/89 to 11/90

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	11/89 to 11/90
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	11/89 to 11/90
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Northeast Central Illinois	9/87 to 9/89
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Rockford, Illinois MSC	2/88 to 2/89
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Chicago, IL	2/88 to 2/89
$1,758,063	Ventura County	FHP No. 512	

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

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~~ Limited Liability Company

A. ~~Corporation~~ Company Name F.H. Paschen, S.N. Nielsen & Assoc., LLC

B. State and City in which ~~incorporated~~ organized: Illinois

C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____

D. Name and address of registered agent in Illinois

Burke, Burns & Pinelli, Ltd. Three First Natl. Plaza, #3000, Chicago, IL 60602

E. Names and titles of officers authorized to sign contracts

See Attached Directive

Name _____ Title _____

Name _____ Title _____

If submitted by a partnership:

F. Firm Name _____

G. Official Address _____

H. Names of all Partners: _____

If submitted by an individual:

I. Firm Name _____

J. The Owner _____

K. Official Address _____

Signature of Affiant - Leo J. Wright, Agent

Subscribed and sworn to before me this 4th day of March 20 09

Notary Public

My Commission expires: August 24, 2010

(SEAL) KATHLEEN PATTISON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires August 24, 2010

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

STATEMENT OF BIDDER'S QUALIFICATIONS

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder: F.H. Paschen, S.N. Nielsen & Assoc., LLC

Submitted By: Leo J. Wright

Title: Agent

Permanent Main Office Address: 8725 W. Higgins Rd., # 200, Chicago, IL 60631

Local Address:

Local Telephone No. and FAX No.: 773-444-3474 / 773-714-0957

How many years operating as contractor for work of this nature? 32

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.				

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

Bid Guarantee
(To Be Inserted by the Bidder)

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BID FORM F: Bid Guarantee

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Management Plan
(To Be Inserted by the Bidder)

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BID FORM F: Bid Guarantee

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

Bid Guarantee
(To Be Inserted by the Bidder)

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

STATEMENT OF BIDDER'S QUALIFICATIONS

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder: F.H. Paschen, S.N. Nielsen & Assoc., LLC

Submitted By: Leo J. Wright

Title: Agent

Permanent Main Office Address: 8725 W. Higgins Rd., # 200, Chicago, IL 60631

Local Address:

Local Telephone No. and FAX No.: 773-444-3474 / 773-714-0957

How many years operating as contractor for work of this nature? 32

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.				
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PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

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~~ Limited Liability Company

A. ~~Corporation~~ Company Name F.H. Paschen, S.N. Nielsen & Assoc., LLC

B. State and City in which ~~incorporated~~ organized: Illinois

C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____

D. Name and address of registered agent in Illinois

Burke, Burns & Pinelli, Ltd. Three First Natl. Plaza, #3000, Chicago, IL 60602

E. Names and titles of officers authorized to sign contracts

See Attached Directive

Name _____ Title _____

Name _____ Title _____

If submitted by a partnership:

F. Firm Name _____

G. Official Address _____

H. Names of all Partners: _____

If submitted by an individual:

I. Firm Name _____

J. The Owner _____

K. Official Address _____

Signature of Affiant - Leo J. Wright, Agent

Subscribed and sworn to before me this 4th day of March 20 09

Notary Public

My Commission expires: August 24, 2010

(SEAL) KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a Directive issued by FHP Management, Inc. on June 11, 2008, the 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, 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
Carol M. Einfalt	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent

I do hereby further certify that said directive 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., Manager of F. H. Paschen, S.N. Nielsen & Associates, LLC., this 11th day of February, 2009.

Carol M. Einfalt
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 11th day of February, 2009.

Notary Public

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

JOB ORDER CONTRACTS

Value	Owner	Project Description	Duration
$9,754,864	Chicago Park District 541 N. Fairbanks- 6th Floor Facilities Management Chicago, IL 60611 Mr. Ernest Alvaeado 312-747-7695	Contract No. P-03061 General Construction, Repairs & Alterations to Park District Facilities FHP No. 1294/1394	12/03 to 12/07
$10,856,576	Miami-Dade County Public Schools 155 N.E. 15 St., Room P103 Miami, FL 33132 Mr. Francis Hoar 305-995-4038	Contract JOC04-C6 Maintenance Operations for Facilities within the School District FHP No. 2803/2813	10/04 to 10/07
$6,094,184	Chicago Board of Education 125 S. Clark Street Chicago, IL 60603 Mr. John Conroyd 773-553-3167	Contract No. 2004-0099-JOC Renovation & Repair of CPS Facilities FHP No. 1300/1400	06/04 to 6/07
$9,617,111	L.A. Unified School District 333 S. Beaudry Ave., 23rd Floor Los Angeles, CA 90017 Paul Metoyer 626-300-2823	Contract 0530001 JOC 001 – Term 1 Repair and renovation to various schools FHP No. 1250	6/05 to 4/07
$35,950,733	City of Chicago Dept. of General Services 30 N. LaSalle St., Suite 3700 Chicago, IL 60602 Mr. Nicholas Ahrens 312-744-7751	Contract No. T26463 General Rehabilitation of City Facilities FHP No. 1036/1136/1236/1336	11/00 to 1/07
$17,549,000	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle St., Suite 600 Chicago, IL 60602-2570 Mr. Dan Burke 312-744-5807	Contract No. T26459 Bridge Reconstruction and Rehabilitation FHP No. 1103/1203/1303/1403	3/01 to 2/06

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,750,000 x 1 year	County of San Diego DGS – JOC 55 555 Overland Ave., Building 11 San Diego, CA 92123-1290 Mr. Leonard Pinson 858-694-3958	Contract No. 504823 General Construction, Repairs & Alterations to/for County Entities FHP No. 1216	1/05 to 1/06
$1,853,603	City of San Diego Wastewater Department 9192 Topaz Way San Diego, CA 92123 Ms. Leigh Ann Derbawka, Project Coordinator 619-614-5767	Contract No. K03111 General Construction, Repairs & Alterations to/ for City Wastewater facilities. Self performance of Underground Utility work. FHP No. 1213 WC	9/03 to 9/05
$2,922,042	City of San Diego DGS – JOC 52 555 Overland Ave., Building 11 San Diego, CA 92123-1290 Mr. Leonard Pinson 858-694-3958	Contract No. 501422 General Construction, Repairs, and Alterations to/for County Entities FHP No. 1215 WC	6/04 to 6/05
$1,628,237	San Diego Water Dept. Azita Etemad- GRC Coordinator 600 B Street, Ste. 600 San Diego, CA 92101 619-533-4242	Contract No. K03873CA General Construction, Repairs & Alterations to City Water Facilities FHP No. 1212	6/03 to 6/05
$2,258,634	City of San Diego Engineering & Capital Projects 1010 Second Ave., Suite 500 San Diego, CA 92101 Mr. Siavash Haghkhah, Project Coordinator 619-533-4434	Contract No. K02236C General Construction, Repairs & Alterations to/ for City Parks and City Entities FHP No. 1210 WC	3/03 to 3/05
$904,905	City of San Diego Engineering & Capital Projects 1010 Second Ave., Suite 500 San Diego, CA 92101 Mr. Siavash Haghkhah, Project Coordinator 619-533-4434	Contract No. K02235C General Construction, Repairs & Alterations to/ for City Parks and Recreation facilities. FHP No. 1209 WC	3/03 to 3/05

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$6,960,032	Metro. Water Reclamation District of Greater Chicago 100 E. Erie Street Chicago, IL 60611-2803 Mr. Jack Farnan 312-751-7900	Contract No. 01-664-11 General Construction, Repairs & Alterations to MWRDGC Facilities FHP No. 1120/1220	9/01 to 9/04
$669,295	San Diego Metro Waste Water Dist. Leigh Ann Derbawka - GRC Coord. 9192 Topaz Way San Diego, CA 92123 858-614-5767	Contract No. K03112 General Construction, Repairs & Alterations to City Wastewater Facilities FHP No. 1214	8/03 to 8/04
$15,650,304	Chicago Park District 425 E. McFetridge Dr. Chicago, IL 60605 Mr. Ernie Alvaeado 312-747-7695	Contract No. P-99108 General Construction, Repairs & Alterations to Park District Facilities – 4 Years Total FHP No. 1002/1012/1202	1/00 to 6/04
$1,881,378	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45677 General Construction, Repairs & Alterations to County entities FHP No. 1211	3/03 to 3/04
$996,088	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45629 General Construction, Repairs & Alterations to County entities FHP No. 1208 WC	12/02 to 12/03
$826,242	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45630 General Construction, Repairs & Alterations to County entities FHP No. 1207 WC	12/02 to 12/03
$10,770,262	University of Illinois – Urbana/Champaign 1501 S. Oak Street MC800 Physical Plant Service Bldg Champaign, IL 61820 Mr. Chuck Deem 217-265-8131	Contract No. Job Order Contract to FY1999 Rehab University Facilities FHP No. 935/1035/ 1135/1235	6/99 to 9/03

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$937,491	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45562 General Construction, Repairs & Alterations to County entities FHP No. 1204 WC	8/02 to 8/03
$1,431,964	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45563 General Construction, Repairs & Alterations to County entities FHP No. 1205 WC	8/02 to 8/03
$1,123,063	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45566 General Construction, Repairs & Alterations to County entities FHP No. 1206 WC	8/02 to 8/03
$3,825,628	San Diego Water Dept. Azita Etemad- GRC Coordinator 600 B Street, Ste. 600 San Diego, CA 92101 619-533-4242	Contract No. K01037C General Construction, Repairs & Alterations to City Water Facilities FHP No. 1105	5/01 to 5/03
$762,111	Cal State Polytechnic University Pomona 3901 W. Temple Ave. Bldg. 81 Pomona, CA 91768 Mr. Gary Nellesen, Project Manager 909-869-4169	Contract No. 0000001848 General Construction, Repairs & Alterations FHP No. 1112	12/01 to 12/02
$6,604,000	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 1051/1157	12/00 to 12/02
$3,177,736	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45009 General Construction, Repairs & Alterations to County entities FHP No. 1131 WC	10/01 to 10/02

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,010,245	County of San Diego 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 619-694-8834	Contract No. 45010 General Construction, Repairs & Alterations to County entities FHP No. 1132 WC	10/01 to 10/02
$40,692	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	County of Los Angeles Contract No. 36 – EMD 176 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1111 WC	9/01 to 9/02
$978,647	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45007 General Construction, Repairs & Alterations to County entities FHP No. 1123	9/01 to 9/02
$234,133	Cal State University San Marcos Chuck Walden- JOC Coordinator 441 La Moree Rd. San Marcos, CA 92029 760-750-4624	Contract No. A000017 General Construction, Repairs & Alterations to CSU SM entities FHP No. 1110	6/01 to 6/02
$556,752	County of Kern General Services Division 1115 Truxton Avenue Bakersfield, CA 93301 Mark E. Russell, AIA, Manager 661-868-3000	Contract No. 416-2001 – JOC Phase II General Construction, Repairs & Alterations County of Kern – General Services Division Bakersfield, CA FHP No. 1109 WC	5/01 to 5/02
$2,486,246	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 28 – General Construction, Repairs & Alterations Department of Internal Services Los Angeles, CA FHP No. 1018 WC	1/01 to 1/02

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,273,472	County of Kern General Services Division 1115 Truxton Avenue Bakersfield, CA 93301 Mark E. Russell, AIA, Manager 661-868-3000	Contract No. 189-2001 – JOC No. 1 General Construction, Repairs & Alterations County of Kern – General Services Division Bakersfield, CA FHP No. 1104 WC	1/01 to 1/02
$4,872,168	Chicago Transit Authority Merchandise Mart Plaza P.O. Box 3555 Chicago, IL 60654 Mr. Carlos Campos 312-733-7000	Contract No. C98FH7506 General Construction, Repairs & Alterations to CTA Facilities FHP No. 850	11/99 to 12/01
$18,417,421	Chicago Board of Education 125 S. Clark St. Chicago, IL 60603 Ms. Rosalinda Castillo 773-553-3267	Contract No. 97-260023 General Contracting Services for Board of Education Facilities FHP No. 1003	1/00 to 12/01
$575,295	California State University-Long Beach 1250 Bellflower Blvd. Long Beach, CA 90840-0123 Mr. Stan Denton, Buyer II 562-985-8287	Contract No. M000126 General Construction, Repairs & Alterations California State University – Long Beach Long Beach, CA FHP No. 1101	1/01 to 12/01
$2,300,502	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 25 – EMD 140 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1014 WC	11/00 to 11/01
$3,301,084	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45558 General Construction, Repairs & Alterations to County entities FHP No. 1024	9/00 to 9/01

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,345,395	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 45559 General Construction, Repairs & Alterations to County entities FHP No. 1025	9/00 to 9/01
$11,990,000	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 901/1001/1021	1/99 to 9/01
$11,764,068	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle Street, Suite 600 Chicago, IL 60602 Mr. Dan Burke 312-744-5807	Contract No. T7968190101 Bridge Reconstruction & Rehabilitation FHP No. 738/838/938	3/98 to 8/01
$15,796,397	City of Chicago Department of General Services 510 N. Peshtigo Court, Rm. 6A Chicago, IL 60611	Contract No. B69684201 4 Years Total General Rehabilitation of City Facilities FHP No. 722/822/922/1022	6/97 to 7/01
$2,668,648	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 20 – EMD 138 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1007 WC	6/00 to 6/01
$2,233,942	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 21 – EMD 139 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1008 WC	6/00 to 6/01
$2,273,970	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 22 – EMD 140 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 1009 WC	6/00 to 6/01

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,955,586	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 44475 General Construction, Repairs & Alterations to County entities FHP No. 1010	4/00 to 4/01
$2,963,792	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 44476 General Construction, Repairs & Alterations to County entities FHP No. 1011	4/00 to 4/01
$2,394,250	Department of the Navy ROICC, Los Angeles Area Bldg. 230, Weapon Support Facility 800 Seal Beach Boulevard Seal Beach, CA 90740-5000 Gwen Lavender, Contracting Officer 562-626-6156	Contract No. N68711-97-D-6729 General Construction, Repairs & Alterations of Various Naval Facilities Los Angeles, Orange & Riverside Counties, CA FHP No. 820/920/1020	3/98 to 3/01
$2,643,858	County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803-1331 Mr. Dan Rynn, 323/226-4726 Mr. William Gelpi 626-300-3231	Contract No. Repair & Remodel of County Facilities Department of Public Works Los Angeles County, CA FHP No. 1006	3/00 to 3/01
$64,683	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No.162640-97-B-0046 Repairs & Alterations to Various Postal Facilities – Chicago Metro & Northern Illinois Area FHP No. 930	1/99 to 1/01
$679,437	The Trustees of the California State Univ. 18111 Nordhoff Street Northridge, CA 91330 Ms. Mary Sosa, Assistant Director 818-677-2301	Contract No. M960039MGS General Construction, Repairs & Alterations Cal. State University-Northridge Campus Northridge, CA FHP No. 942	2/00 to 1/01

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,819	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No.162640-97-B-0049 Repairs & Alterations to Various Postal Facilities – Central Illinois Area (excluding Chicago) FHP No. 932	1/99 to 1/01
$2,179,426*	U.S. Coast Guard, Civil Eng. Unit 2000 Embarcadero, Ste. 200 Oakland, CA 94606-5337 Evelyn Navarro, Contract Officer 510-535-7248	Contract No. DTCG88-97-D-623175 IDIQ Multi-Trade Construction at U.S. Coast Guard San Diego, CA FHP No. 714/814	2/97 to 9/00
$2,847,144	County of Los Angeles Department of Public Works 900 S. Fremont Ave. Alhambra, CA 91803-1331 Mr. Dan Rynn 323-226-4726	Contract No. GC-JOC #1 LAC & USC Medical Center Replacement Work Department of Public Works Los Angeles County, CA FHP No. 941	9/99 to 8/00
$2,605,543	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 13 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 936 WC	6/99 to 6/00
$2,902,359	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. 14 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 937 WC	6/99 to 6/00
$2,991,618	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Tom Walton 323-267-2694	Contract No. MJOC#5 Mechanical Work, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 939 WC	6/99 to 6/00

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,976,117	County of San Diego DGS Leonard Pinson- JOC Coordinator 5555 Overland Ave. San Diego, CA 92123 858-694-3958	Contract No. 44225 General Construction, Repairs & Alterations to County entities FHP No. 934	6/99 to 6/00
$73,447	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No.162640-97-B-0059 Repairs & Alterations to Various Postal Facilities – State of Indiana FHP No. 933	7/99 to 5/00
$2,873,822	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	Contract No. 11 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 925 WC	4/99 to 4/00
$2,968,852	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	Contract No. MJOC#2 Mechanical Work, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 926 WC	4/99 to 4/00
$2,955,315	The Board of Trustees of the University of Illinois at Chicago 1140 S. Paulina Street Chicago, IL 60612	Contract No. 999-502-97 General Construction, Repairs & Alterations FHP No. 711	2/97 to 2/00
$3,097,169	San Diego Schools Harry Allen- JOC Coordinator 4860 Ruffner St. San Diego, CA 92111 858-637-6266	Contract No. C-5476 General Construction, Repairs & Alterations to City Schools FHP No. 929	1/99 to 1/00
$564,415	San Diego Schools Harry Allen- JOC Coordinator 4860 Ruffner St. San Diego, CA 92111 858-637-6266	Contract No. C-5476 General Construction, Repairs & Alterations to City Schools FHP No. 959	1/99 to 1/00

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$49,427,467	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 96-260023 to Region 3 & 4 General Contracting Services Chicago Board of Education Facilities FHP No. 710	1/98 to 1/00
$15,781,049	Metro. Water Reclamation District of Greater Chicago 100 E. Erie Street Chicago, IL 60611-2803 Mr. Jack Farnan 312-751-7900	Contract No. 96-648-11 – 4 Years Total General Construction, Repairs & Alterations to Various Facilities FHP No. 621/721/821	8/96 to 12/99
$46,299,015	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 97-220011 to Region 1 & 2 General Contracting Services Chicago Board of Education Facilities FHP No. 708	2/98 to 12/99
$2,989,650	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	Contract No. 5 General Construction, Repairs & Alterations Department of Internal Services Los Angeles County, CA FHP No. 830 WC	8/98 to 8/99
$4,518,954	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Manager 213-267-2225	General Construction, Repairs & Alterations / Earthquake Repairs FHP No. 503/508/703/725	1/96 to 8/99
$3,000,000	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063	GC, Repairs & Alterations	8/98 to 8/99

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$3,146,055	San Diego Unified School District Facilities Development Department 4100 Normal Street, Annex 2 San Diego, CA 92103 Mr. Harry Allen, Program Coordinator 858-627-7148	Contract No. C-5476 Repairs, Alterations & Modernization of Various School & Board Facilities San Diego Unified School District FHP No. 829 WC	8/98 to 8/99
$2,384,455	County of San Diego Department of General Services 555 Overland Avenue, Bldg. 11 San Diego, CA 92123-1290 Mr. Jeffrey Redlitz, JOC Coordinator 858-694-8834	Contract No. 43958 General Construction, Repairs & Alterations Department of General Services San Diego County, CA FHP No. 828 WC	8/98 to 8/99
$11,329,511	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 501/601/701	7/96 to 7/99
$2,917,852	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Section Manager. 213-267-2225	Contract No. EMD059 General Construction, Repairs & Alterations Department of Internal Svcs. Los Angeles County, CA FHP No. 740	2/98 to 2/99
$467,060	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0069 Repairs & Alterations to Various Postal Facilities Chicago Metro & Northern Illinois Area FHP No. 730	1/97 to 2/99
$32,987,771	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 96-260023 – Region 5 & 6 General Contracting Services Chicago Board of Education Facilities FHP No. 709	1/98 to 1/99

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$12,723,077	The Ohio State University Office of the University Architect 2009 Millikin Road Columbus, OH 43210 Mr. Steve Galli 614-292-4458	Contract No. JOC – 1995 General, Plumbing, HVAC, & Electrical Repairs & Alterations to Ohio State University Facilities FHP No. 504/704/804	1/98 to 1/99
$272,978	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0064 General Construction, Repairs & Alterations of Various Postal Facilities to Central Illinois Area (excluding Chicago) FHP No. 732	1/97 to 1/99
$119,047	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0059 General Construction, Repairs & Alterations of Various Postal Facilities to State of Indiana FHP No. 733	1/97 to 1/99
$428,817	Housing Authority of New Orleans 918 Carondelet Street, 2nd Floor New Orleans, LA 70130	Contract No. 97-020-07-42 Repairs, Alterations & Modernization of Facilities FHP No. 737	10/97 to 10/98
$999,713	County of Los Angeles Department of Internal Services 1100 N. Eastern Avenue Los Angeles, CA 90063 Mr. Jay Justus, Section Manager. 213-267-2225	Contract No. 71009 General Construction, Repairs & Alterations Department of Internal Svcs. Los Angeles County, CA FHP No. 736	9/97 to 9/98
$300,000	U.S. Postal Service Facilities Service Office 222 S. Riverside Plaza Chicago, IL 60606-6150 Robert A. Rigsby, Manager 708-563-7200	Contract No. 162640-94-B-0099 General Construction, Repairs & Alterations of Various Postal Facilities North Central Illinois Area FHP No. 645	6/96 to 6/98

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$13,953,737	Chicago Park District 541 N. Fairbanks, 6th Floor Chicago, IL 60611 Mr. Ernest Alvaeado 312-747-7695	Contract #P-94002 Various Park Building Rehabilitation – 4 Years Total FHP No. 248/548/648/748	5/94 to 4/98
$3,373,514	Housing Authority of New Orleans 918 Carondelet Street, 2nd Floor New Orleans, LA 70130	Contract No. 96-026-09-78 Repairs, Alterations & Modernization of Facilities FHP No. 715	4/ 97 to 4/98
$15,977,025	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609	Repair Schools FHP No. 510	1/96 to 12/97
$14,481,115	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609	Repair Schools FHP No. 509	1/96 to 12/97
$1,262,828	The Board of Trustees of the University of Illinois at Chicago 1140 S. Paulina Street Chicago, IL 60612	Hospital Rehabilitation	11/96 to 11/97
$11,765,053	City of Chicago Department of General Services 30 N. LaSalle St., Suite 3700 Chicago, IL 60602	Contract No. B29684201 GC, Repairs & Alterations to Various City Facilities – 3 Years Total FHP No. 216/257/516	11/93 to 9/97
$10,340,283	Montgomery County Office of Procurement Rockville Metro Center 250 Hungerford Drive, Suite 200 Rockville, MD 20850-4168	Repairs, Alterations & Rehabilitation of Various County Facilities FHP No. 254/554/65	8/94 to 8/97
$698,466	County of Los Angeles Department of Public Works 550 S. Vermont Avenue Los Angeles, CA 90020	Earthquake Repairs	1/96 to 1/97
$9,717,458	Philadelphia Housing Authority 2012 Chestnut Street Philadelphia, PA 19103	General Rehabilitation of PHA Facilities FHP No. 627	1/96 to 1/97

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$2,185,932	City of San Diego Metro. Waste Water Department 600 B. Street, Suite 500 San Diego, CA 92101-4587	Civil Repairs	1/96 to 1/97
$2,194,330	City of San Diego 1010 Second Ave. San Diego, CA 92101	Contract No. K-96102 General Construction, Repairs & Alterations to City entities FHP No. 502	11/95 to 11/96
$380,981	U.S. Postal Service Major Facilities Office P.O. Box 40591 Philadelphia, PA 19197-0591	General Construction, Repairs & Alterations of Various Postal Facilities, Greater Chicago, IL and Gary, IN	10/93 to 10/96
$348,451	U.S. Postal Service Major Facilities Office P.O. Box 40591 Philadelphia, PA 19197-0591	General Construction, Repairs & Alterations of Various Postal Facilities – Central Illinois area	10/93 to 10/96
$188,760	U.S. Postal Service Facilities Service Office 222 S. Riverside Plaza Chicago, IL 60606-6150	General Construction, Repairs & Alterations of Various Postal Facilities – Various Branches, Chicago, IL	9/94 to 9/96
$13,011,730	Chicago Public Schools Dept. of Purchasing 1819 W. Pershing Rd. Chicago, IL 60609-2391	Contract No. 94-270001 Repairs to CPS Facilitys 2 Years Total FHP No. 246/546	9/94 to 4/96
$11,181,637	Philadelphia Housing Authority 2012 Chestnut Street Philadelphia, PA 19103	General Rehabilitation of PHA Facilities FHP No.527	1/95 to 1/96
$1,743,647	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle Street, Suite 600 Chicago, IL 60602 Mr. Dan Burke 312-744-5807	Bridge Reconstruction & Rehabilitation FHP No. 252	4/94 to 5/95
$24,570,884	Philadelphia Housing Authority 2012 Chestnut Street Philadelphia, PA 19103	General Rehabilitation of PHA Facilities FHP No. 227	1/94 to 1/95

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$1,000,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Various Branches, Chicago, IL	10/91 to 6/94
$500,000	U.S. Postal Service 6801 W. 73rd Street Bedford Park, IL 60499-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	1/91 to 8/92
$600,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, North Suburban Illinois	1/90 to 9/91
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	1/90 to 7/91
$500,000	U.S. Postal Service 6801 W. 73rd Street Bedford Park, IL 60499-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	6/90 to 5/91
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Forest Park, IL	11/89 to 4/91
$1,000,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare &: Forest Park, IL	11/89 to 4/91
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Metro Chicago, Illinois	1/90 to 12/90
$142,538	U.S. Postal Service 225 Michigan Avenue N.W. Grand Rapids, MI 49599-9991	General Construction & Rehabilitation of Postal Facilities, South Haven, MI	12/89 to 11/90

FHP SNN

JOC Contracts

Value	Owner	Project Description	Duration
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	11/89 to 11/90
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	11/89 to 11/90
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Northeast Central Illinois	9/87 to 9/89
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Rockford, Illinois MSC	2/88 to 2/89
$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Chicago, IL	2/88 to 2/89
$1,758,063	Ventura County	FHP No. 512	

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

Date: March 4, 2009

DISCLOSURE AFFIDAVIT

Name: F.H. Paschen, S.N. Nielsen & Assoc., LLC

Address: 8725 W. Higgins Rd., Suite 200, Chicago, IL 60631

Telephone No.: 773-444-3474

Federal Employer I.D. #.: 36-4518443 Social Security #: _____

Nature of Transaction:

[ ] Sale or purchase of land
[X] Construction Contract
[ ] Professional Services Agreement
[ ] Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Leo J. Wright (Name), as Agent (Title)
and on behalf of F.H. Paschen, S.N. Nielsen & Assoc., LLC
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:
[ ] Corporation
[ ] Partnership
[ ] Joint Venture
[ ] Sole Proprietorship
[x] LLC
[ ] LLP
[ ] Not-for-Profit Corporation
[ ] Other

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes [X] No [ ]

c. Names of all officers of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)
See Attached	

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
See Attached		%
		%
		%

e. For LLC's, state whether member-managed or identify managing member:

FHP Management, Inc. - Manager

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [ ] No [X]

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s) Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.[3]

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-

rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements [(Section II (C)], the Contractor shall explain below. Attach additional pages if necessary.

NA

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

NA

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

NA

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction[5], (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any

federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions: NA

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

Signature of Authorized Officer

Leo J. Wright
Name of Authorized Officer (Print or Type)

Agent
Title

773-444-3474
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 4th day of March, 20 09 by Leo J. Wright (Name) as Agent (Title) of F.H. Paschen, S.N. Nielsen & Assoc. LLC (Bidder/Proposer or Contractor)

Notary Public Signature and Seal

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2010

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.

3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conversation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

FINANCIAL STATEMENT (To be inserted by the Bidder)

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SECTION EIGHT - EXHIBITS

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project:

_____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

_____
_____
_____
_____

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

_____
_____
_____

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

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

PARTIAL PAY ITEMS

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

_____

_____

_____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Name of MBE/WBE Firm (Print)	Signature
Date	Name (Print)
Phone	

IF APPLICABLE:
By:

Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE ____ WBE ____ Non-MBE/WBE ____
Phone	

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

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

Name of Project:

_____

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____
Title
and duly authorized representative of

_____
Name of General Contractor
whose address is

_____

in the City of _____, State of _____
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
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Net MBE/WBE Credit	$	$
	Percent of Total Base Bid	%	%

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.

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

_____ Name of Contractor (Print)

_____ Signature

_____ Date

_____ Name (Print)

_____ Phone

IF APPLICABLE:

By:

_____ Joint Venture Partner (Print)

_____ Signature

_____ Date

_____ Name (Print)

_____ Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ___

SCHEDULE E - Request for Waiver from MBE/WBE Participation

NA

Date: _____

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

Dear Mr. Gayles:

RE: Contract No._____

Project Title: _____

In accordance with Section 23.01.7, 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

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"Issued in Duplicate"

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

PERFORMANCE AND PAYMENT BOND **Contract No. 1481**

Bond No. 929472582/6617545

KNOW ALL MEN BY THESE PRESENTS, that we, F.H. Paschen, SN Nielsen & Associates, LLC, 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 & Safeco Insurance Company of America as co-sureties

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 Dollars and No Cents ($10,000,000.00) 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 March 10, 2009, for the fabrication, delivery, performance and installation of

Job Order Contracting (JOC Program)
Facilities Renovation Work

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

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

* Illinois & Washington respectively

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 Dollars and No Cents ($10,000,000.00), 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. 1481

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this March 13, 2009, 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 Carol M Einfalt

Secretary Carol M. Einfalt
Title

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

BY James V Blair

President James V. Blair
Title

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

BY Adrienne C. Stevenson

Adrienne C. Stevenson
10 S. LaSalle St.; Suite 3000; Chgo., IL 60603
Business Address & Telephone
312-621-4702

Continental Casualty Company &
Safeco Insurance Company of America
Corporate Surety

Attorney-in-Fact
Title

CORPORATE SEAL

FOR CLAIMS *(Please Print)*:
Contact Name: Andrea Warning / Kirklin Welch
Business Address: 333 E. Butterfield Road Lombard, Illinois 60148 / 2800 W. Higgins Road Hoffman Estates, IL 60169

Telephone: 630-719-3016 / 847-490-2251 Fax: 630-719-3305 / 847-490-2231

The rate of premium of this Bond is $ Scale per thousand. **
Total amount of premium charged is $ 280,950.00 **

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY _____
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Carol M. Einfalt, 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 13 day of Mar 2009.

CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK

On this 13th day of March, 2009, before me personally came Adrienne C. Stevenson to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Continental Casualty Company & Safeco Insurance Company of America

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.

"OFFICIAL SEAL"
RHONDA CLARK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 14, 2009

Rhonda Clark
NOTARY PUBLIC

My Commission Expires

July 14, 2009