

Contractor: G. F. Structures Corporation
Address: 4655 W. Arthington Street
City/State/Zip: Chicago, IL 60644
Phone Number: (773) 626-4122
Fax Number: (773) 626-6162

TO BE EXECUTED IN DUPLICATE

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

**CONTRACT NO. 1328
Edna White Community Garden
Demolition, Site Preparation and Fencing
1830 W. Monterey
PD-22**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Kevin S. Gujral
Executive Director**

**Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com**

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts" dated January 20, 2004 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

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Contract No. 1328

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DOCUMENT SUBMITTAL CHECKLIST

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

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

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

1. X Financial Statement
2. X Disclosure Affidavit
3. X Affidavit of Local Business, including business license
4. X Statement of Bidder's Qualifications

The Contractor is required to submit the following within five (5) days of Notice of Award.

1. Disclosure of Retained Parties (or within 5 business days of bid opening)

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I. PROJECT INFORMATION

A. General Project Information

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

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

**Edna White Community Garden
Demolition, Site Preparation and Fencing
1830 W. Monterey
PD-22**

2. **General Description of Scope of Work:**

- a) As described in the specifications, the demolition of existing abandoned police station building located at 1830 West Monterey, including but not limited to foundations, slab on grade, and all utility structures. Excavate remaining site to minus 24 inches, and backfill entire site per contract documents. Salvage historical pieces and turn-over, intact, to Commission. Remove and replace all sidewalks, driveways, curbs and gutters as indicated on contract documents. Provide and install new amenities shown on contract documents including, but not limited to ornamental steel perimeter fencing, parkway trees and tree grates.
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: City of Chicago**

4. **Commission's Representative's Name, Address, and Phone Number: McClier Corporation, 401 E. Illinois Street, Chicago, IL 60611, Tel: 312-373-7869**

5. **Architect's Name, Address, and Phone Number: OWP&P, 111 W. Washington Street, Suite 2100, Chicago, IL 60602, Tel: 312-960-8146**

6. **Commission's Project Manager: Glenn Shriver**

7. **Ward: 19th**

8. **City Funded?: Yes**

9. **Do Bidders need to be Pre-Qualified? Yes (see Part V.D. "Pre-Qualification of Bidders" for details)**

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10. Inspection of Site

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through McClier Corporation, Charlotte Brun 312-617-4811

11. Documents Available from: Digital Imaging Resources, Inc. (DIR), 650 West Lake St., #120, Chicago, IL 60606. Ph: (312) 243-1250, Fax: (312) 243-1590,

12. Pre-Bid Meeting Date, Time, and Location: Monday April 19, 2004 at 10:00 a.m. in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

13. Bid Opening Date and Time: Tuesday April 27, 2004 at 10:00 a.m.

14. Amount of Bid Deposit: \$10,000.00

15. Administrative Fee: \$5,000.00

16. Amount of Contingency Fund: \$45,000.00

17. Document Deposit: \$ ZERO

18. Cost for Additional Documents (per set): Printing cost at Contractors Expense

19. Award of Contract

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

B. Time of Completion

The Work shall be completed within Ninety (90) calendar days upon issuance of the Notice to Proceed. The work shall be performed in two phases.

Phase I- Mobilization & Permit: 30 calendar days

Phase II- Construction: 60 calendar days

C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund shall be included in the amount specified above in Part I.A. for the exclusive use of the Commission at its sole discretion. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Contingency Fund shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

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D. Time of Completion of Punch List Work

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

E. Copies of Drawings and Specifications Furnished

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

F. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
2. The Contractor agrees that said Work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of

Completion of the Work \$500 per Day

Completion of Punch List Work \$500 per Day

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

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

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G. Insurance Requirements

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

1. Insurance To Be Provided By the Contractor

Workers' Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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 City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended

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

5) Professional Liability

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

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include but are not limited to the following: collapse, right to partial occupancy, testing, water including overflow, leakage, sewer backup, or seepage, debris removal, and faulty workmanship or materials. The Public Building Commission is to be named as an additional insured and loss payee.

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

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

2. Additional Requirements

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

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

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

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

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

~~Any insurance or self-insurance programs maintained by the Commission and the City of Chicago 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.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages 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. At no additional cost to the PBC, the Owner's Representative, Architect, and other consultants may request to be named as additional insureds to Contractor's policy, and must be responsible for monitoring their additional insured compliance.

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

H. Notices

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

1. If to the Commission, notices must be addressed to the attention of Glenn Shriver with copies to: **McClier Corporation, 401 E. Illinois Street, Chicago, IL 60611**
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **McClier Corporation, 401 E. Illinois Street, Chicago, IL 60611** and the Contractor's Bonding Company

I. Prevailing Wage Rates

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

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J. Community Hiring Incentives

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

K. Contractor's Project Manager

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

L. Licensing

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

M. Demolition

The demolition work must be performed by a demolition contractor who has the appropriate wreckers bond on file with the City of Chicago, Department of Buildings.

PUBLIC BUILDING COMMISSION OF CHICAGO

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1328 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here)

1

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), and e) Plans and Drawings.

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page. It is stipulated that said Base Contract Price includes a Contingency Fund as specified in Part I. "Project Information."

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

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

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

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

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

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

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DESCRIPTION		\$ AMOUNT
Demolition		\$ 65,000.00
Salvage for Commission		\$ 2,500.00
Excavation/Site Clearing		\$ 70,000.00
Backfill/Topsoil		\$ 80,000.00
Sidewalks/Driveway/Curbs/Gutters		\$ 30,000.00
Ornamental Fencing		\$ 45,000.00
Landscaping/Tree Grates		\$ 17,372.00
Water Tie-in		\$ 17,500.00
General Conditions		\$ 26,500.00
Fee		\$ 34,500.00
SUB-TOTAL		\$ 388,372.00
Utility Relocation Allowance		\$35,000.00
Commission's Contingency Fund		\$45,000.00
TOTAL BASE BID		\$ 468,372.00

AWARD CRITERIA FIGURE (see Line 15 of Award Criteria Formula):

\$ 449,637.12)

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ALTERNATES (if any):

Accepted by
the
Commission

Yes No

Alternate Description

Proposed Alternate
Price

Alternate #1 - ADD Re-installation of the salvaged Limestone medallions as shown on Sheet AS.1 of the contract docs

\$ 9,000.00

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

Hundred Seventy Seven Thousand Three Hundred

Seventy Two ⁰⁰/₁₀₀ dollars

(\$ 477,372.00)

jm

PUBLIC BUILDING COMMISSION OF CHICAGO

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A. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edward Johnson
Secretary

Richard M Daley
Chairman

CONTRACTING PARTY

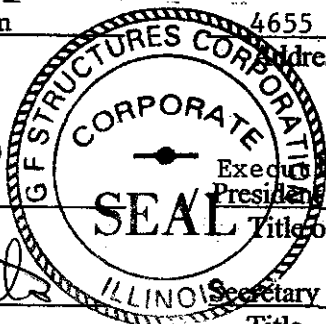
(Print or type names underneath all signatures)

G. F. Structures Corporation
Contractor Name

4655 W. Arthington St, Chicago, IL 60644
Address

If a Corporation:

By *Michael J. Lusk*
Michael J. Lusk



Executive Vice President
Title of Signatory

ATTEST:

By *Donna J. Coconato*
Donna J. Coconato
CORPORATE SEAL

Secretary
Title

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

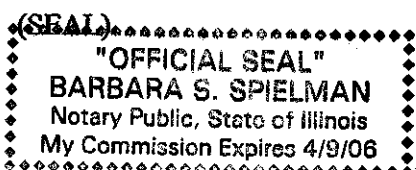
If a Sole Proprietorship:

Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 27th day of April, 2004.

Barbara S. Spielman
Notary Public Signature Barbara S. Spielman
Commission Expires: 4-9-06



PUBLIC BUILDING COMMISSION OF CHICAGO

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B. 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

G. F. Structures Corporation

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 January 2, 2004, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated 4-27, 2004 to the Public Building Commission of Chicago, for Contract No. 1328 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: Richard C. Crandall, Jr.
Executive Vice President: Michael J. Lusk
Secretary: Donna J. Coconato
Treasurer: Richard C. Crandall, Jr.
Assistant Secretary: Candi C. Ashman

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 27th day of April, 2004.


Secretary Donna J. Coconato



UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTORS IN LIEU OF AN
ANNUAL BOARD OF DIRECTOR'S MEETING OF
G.F. STRUCTURES CORPORATION

The undersigned, being the sole director of G.F. STRUCTURES CORPORATION, an Illinois corporation ("G.F."), hereby unanimously consents in writing to the adoption of the following resolutions in lieu of an annual meeting:

1. **RESOLVED**, that all actions of every nature taken or authorized to be taken by any officer of G.F. from the date of the last meeting of the directors to the date hereof be and hereby are in all respects approved, ratified and confirmed; and
2. **FURTHER RESOLVED**, that the following persons are hereby elected to the offices of G.F. set opposite his/her respective name to serve until his/her successors shall be duly elected and qualified or until his/her earlier death, resignation or removal:

Richard C. Crandall, Jr.
Michael J. Lusk
Donna J. Coconato
Candi C. Ashman

President and Treasurer
Executive Vice President
Secretary
Assistant Secretary

IN WITNESS WHEREOF, the undersigned, being the sole director of G.F. has adopted these resolutions and set his hand as of the 2nd day of January, 2004.



Richard C. Crandall, Jr.

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III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>\$ 468,372.00</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>50%</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>\$ 9,367.44</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>50%</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>\$ 7,025.58</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposed to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>50%</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>\$ 2,341.86</u>
Line 8.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0%</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>\$ -</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0%</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>\$ -</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposed to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0%</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>\$ -</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11 and 13	<u>\$ 18,734.88</u>
Line 15.	Subtract Line 14 from Line 1 ("Award Criteria Figure")	<u>\$ 449,637.12</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>449,637.12</u>

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage

PUBLIC BUILDING COMMISSION OF CHICAGO

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assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

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

$$\frac{\text{Line 1} \times 0.1793}{100}$$

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

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

$$\frac{\text{Line 1} \times 0.1693}{100}$$

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

- c) For each one (1%) percent deficiency of minority laborers not utilized – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 0.1493}{100}$$

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

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

5. Reporting

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

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:

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

6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

TRADE PARTICIPATION	PERCENT OF MINORITY
ENVIRONMENTAL	25%
CONCRETE	50%
DEMOLITION	25%
EXCAVATION	25%
FENCING	25%
SEWER & WATER	25%
ASPHALT	70%
LANDSCAPING	100%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

D. Unit Prices

Unit prices provided below in accordance with the provisions of the detailed Specifications may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the unit prices. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	ORNAMENTAL STEEL FENCE, INSTALLED	65.00	LF
2.	PARKWAY TREE, GRATE AND FRAME, INSTALLED	2500.00	EA
3.	STRUCTURAL SOIL, INSTALLED	50.00	CY
4.	REMOVE/ REPLACE SIDEWALK	8.00	SF
5.	REMOVE/ REPLACE CURBS AND GUTTER	20.00	LF
6.			
7.			
8.			
9.			
10.			
11.			
12.			
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14.			
15.			
16.			
17.			
18.			
19.			
20.			

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Michael J. Lusk, being first duly sworn, deposes and says that:

(1) He/She is Executive Vice President
(Owner, Partner, Officer, Representative or Agent) of
G. F. Structures Corporation
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;

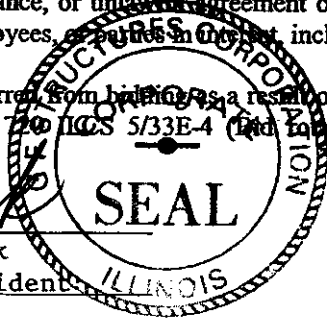
(3) Such Bid is genuine and is not a collusive or sham bid;

(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) or 720 ILCS 5/33E-4 (Bid tampering) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed) Michael J. Lusk
Executive Vice President
(Title)



Subscribed and sworn to before me this 27th day of April 20 04

Barbara S. Spielman
Barbara S. Spielman
Notary Public

(Title)
My Commission expires: 4-9-06



N/A

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.

N/A

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

N/A

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

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

Notary Public

Notary Public

Commission expires: (SEAL)

Commission expires: (SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

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: Edna White Community Garden Demolition, Site Preparation and
Project Number: 1328 Fencing

FROM:

Meranjil Landscaping MBE X WBE
(Name of MBE or WBE)

TO:

G. F. Structures Corporation and Public Building Commission of Chicago
(Name of General Bidder)

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

 a Sole Proprietor X a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3-31 to 4-30-04. 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.

Landscaping & Topsoil

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

\$60,042.00

EDNA WHITE COMMUNITY GARDEN

27

MAY - 3 2004

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Meranjil Landscaping
Name of MBE/WBE Firm (Print)
5/25/04
Date
(708) 757-6309
Phone

Edward J. Cal
Signature
Edward J. Lavalina
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE WBE Non-MBE/WBE

MAY - 3 2004 *pl*



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Edward J. Lovelace, President
Meranjil Landscaping Corporation
1250 Portland Avenue
Chicago Heights, Illinois 60411

Re: **3rd ANNIVERSARY CERTIFICATION**
Certification Effective: **May 27, 2003**
Certification Expires: **April 30, 2006**
Annual Affidavit Certificate Expires: **April 30, 2004**

Dear Mr. Lovelace:

Congratulations on your continued eligibility for certification as a **DBE/MBE** by the City of Chicago. Re-validation of Meranjil Landscaping Corporation's certification is required by **April 30, 2004**.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. *Please note that you must include a copy of your most current Corporate Federal Tax Returns.* Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Landscape Services

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

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

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

EJG/dls

MAY - 3 2004 *RL*



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

**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: Edna White Community Garden Demolition, Site Preparation and Fencing

Project Number: 1328

FROM:

Midwest Rem, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

G. F. Structures Corporation and Public Building Commission of Chicago
(Name of General Bidder)

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

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

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

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

Trucking and Excavation

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$72,233.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Midwest Rem, Inc.
Name of MBE/WBE Firm (Print)
4/26/04
Date
(708) 345-3085
Phone

Alberto Ramirez
Signature
Alberto Ramirez
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

MAY - 3 2004 *pe*



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Alberto Ramirez, President
Midwest REM Enterprises, Inc.
P. O. Box 87166
Carol Stream, Illinois 60188

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: February 11, 2003
Certification Expires: December 31, 2007
Annual Affidavit Certificate Expires: December 31, 2003

Dear Mr. Ramirez:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Midwest REM Enterprises, Inc.'s certification is required by December 31, 2003.

As a condition of continued certification during this five year period, You must continue to file a No-Change Affidavit within 60 days of the date of expiration. *Please note that you must include a copy of your most current Corporate Federal Tax Returns.* Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Intrastate Trucking; Excavation and Hauling Contractor;
Miscellaneous Concrete (Exclusive of Public Walkways)**

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

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

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

LM
EJG/edj



MAY - 3 2004 *pe*



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Eric J. Griggs
Acting Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

February 10, 2004

Alberto Ramirez
Midwest REM Enterprises
P.O. Box 87166
Carol Stream, IL 60188

Dear Mr. Ramirez:

Your firm's annual certification to the City of Chicago for continued eligibility as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women Business Enterprise (WBE) expired on December 31, 2003. **However, as a courtesy, the City of Chicago will 'temporarily' extend your current certification until June 1, 2004** or until your new certification letter is received.

You will be notified in writing if additional information is required. Any questions regarding your application, please contact our office at, (312) 742-0766.

Sincerely,

Leon Moore
Assistant Director of Certification

LM/ymj



MAY - 3 2004 *ps*



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

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: Edna White Community Garden Demolition, Site Preparation and Fencing

Project Number: 1328

FROM:

Arc Underground
(Name of MBE or WBE)

MBE _____ WBE X

TO:

G. F. Structures Corporation and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

X a Corporation

_____ a Partnership

_____ a Joint Venture

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

Concrete

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

\$24,755.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

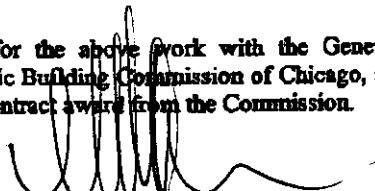
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Arc Underground, Inc
Name of MBE/WBE Firm (Print)
4-26-04
Date
773-235-4648
Phone



Signature
Christine M. Savoia
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

MAY - 3 2004



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

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

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: February 26, 2003
Certification Expires: January 31, 2007
Annual Affidavit Certificate Expires: January 31, 2004

Dear Ms. Savoia:

Congratulations on your continued eligibility for certification as a **DBE/WBE** by the City of Chicago. Re-validation of **ARC Underground, Inc.**'s certification is required by **January 31, 2004**.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. *Please note that you must include a copy of your most current Corporate Federal Tax Returns.* Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

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

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

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

Very truly yours,



Eric J. Griggs
Deputy Procurement Officer

EJG/emc

NEIGHBORHOODS
Alive!
BUILDING CHICAGO TOGETHER

MAY - 3 2004





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Eric J. Griggs
Acting Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

February 4, 2004

Christine M. Savoia
ARC Underground, Inc.
214 W. Thomas St.
Chicago, Illinois 60622

Dear Ms. Savoia:

On **December 30, 2003**, we received your application to the City of Chicago for continued eligibility as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE). **As a courtesy, this 'temporary' letter extends your current certification for 90 days from your annual expiration date of January 31, 2004, or until your new certification letter is received.**

You will be notified in writing if any additional information is required. Any questions regarding your application, please contact our office at, (312) 742-0766.

Sincerely,

Leon Moore
Assistant Director of Certification

LM/ymj



MAY - 3 2004 *pt*



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

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

Name of Project: Edna White Community Garden Demolition, Site Preparation and Fencing

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Executive Vice President

Title
and duly authorized representative of

G. F. Structures Corporation

Name of General Contractor
whose address is

4655 West Arthington Street

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Meranjil Landscaping	Landscaping	\$ 60,042.00	\$
Arc Underground	Concrete	\$	\$ 24,755.00
Midwest REM	Trucking & Excavation	\$ 72,233.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 132,275.00	\$ 24,755.00
Percent of Total Base Bid		28 %	5 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

G. F. Structures Corporation

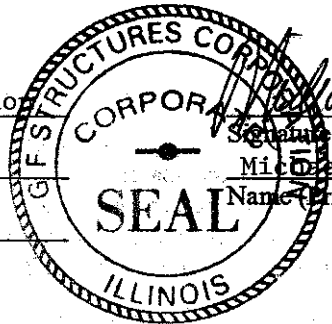
Name of Contractor (Print)

4-27-04

Date

(773) 626-4122

Phone



Michael J. Lusk

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Kevin S. Gujral, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gujral:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.8. 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 23.01.8 as follows:

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1328

Affidavit of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	Burnham/Anthony Academy	Wright & Harvey Colleges	Lane Tech High School	Hamline School		
Contract With	CPS	Public Building Commission	CPS	CPS		
Estimated Completion Date	5/31/2004	8/31/2004	11/30/2004	10/31/2004		
Total Contract Price	\$ 424,814.00	\$ 1,403,981.00	\$ 1,523,696.90	\$ 827,740.33		\$ 4,180,232.23
Uncompleted Dollar Value if Firm is the GC	\$ 152,049.00	\$ 690,281.17	\$ 993,539.65	\$ 775,120.42		\$ 2,610,990.24
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						See Last Page

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1328

	1	2	3	4	Awards Pending	TOTALS
Masonry						\$ -
H.V.A.C.						\$ -
Mechanical						\$ -
Electrical						\$ -
Plumbing						\$ -
Roofing & Sheet Metal						\$ -
Flooring & Tile Work						\$ -
Ceiling Construction				\$ 1,428.00		\$ 1,428.00
Hollow Metal & Hardware				\$ 5,400.00		\$ 5,400.00
Glazing & Caulking						\$ -
Miscellaneous Arch. Work				\$ 5,000.00		\$ 5,000.00
Landscaping						\$ -
Fencing	\$ 21,215.00		\$ 87,126.83	\$ 5,095.00		\$ 113,436.83
Others (List)						\$ -
GENERAL CONDITIONS	\$ 8,194.39	\$ 2,218.68	\$ 85,636.00	\$ 35,674.54		\$ 131,723.61
Carpentry						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTALS	\$ 29,409.39	\$ 2,218.68	\$ 172,762.83	\$ 52,597.54	\$ -	\$ 256,988.44

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

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.

Michael J. Lusk
Signature



4/27/04

Date

Michael J. Lusk
Name (Type or Print)

Executive Vice President

Title

G. F. Structures Corporation
Bidder Name
4655 West Arthington Street

Address
Chicago, IL 60644

City State Zip

Subscribed and sworn to before me
this 27th day of April, 20 04

Barbara S. Spielman
Notary Public Barbara S. Spielman



Commission expires: 4-9-06

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

Affidavit Of Local Business

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Michael J. Lusk, being first duly sworn, deposes and says that:

1. He/She is Executive Vice President

(Owner, Partner, Officer)

of

G. F. Structures Corporation

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

2. Bidder, or partner with at least 50% interest in joint venture Bidder, [X] is [] is not a "Local Business" as defined by the provisions of Section 21.18 of the Standard Terms and Conditions (Book 1).

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

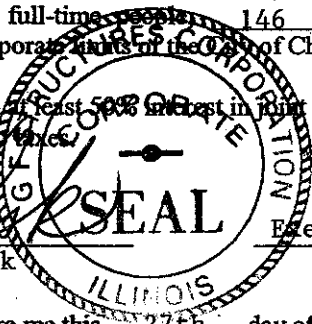
If other business locations exist, provide business addresses and phone numbers:

[Blank lines for business addresses and phone numbers]

4. Bidder, or partner with at least 50% interest in joint venture Bidder, currently employs 146 (insert number) regular full-time employees, 146 (insert number) of whom work at business location(s) within the corporate limits of the City of Chicago.

5. Bidder, or partner(s) with at least 50% interest in joint venture Bidder, [X] is [] is not subject to City of Chicago taxes.

(Signed) Michael J. Lusk



Executive Vice President (Title)

Subscribed and sworn to before me this 27th day of April, 20 04

(Signature) Barbara S. Spielman

Notary Public

(Title)

My Commission expires: 4-9-06



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

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 G. F. Structures Corporation

Submitted By Michael J. Lusk

Title Executive Vice President

Permanent Main Office Address 4655 West Arthington Street

Local Address Same
Chicago, IL 60644

Local Telephone No. and FAX No. T: (773) 626-4122 F: (773) 626-6162

How many years operating as contractor for work of this nature? 23 Years

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	311 General Services	\$1,861,847.00	2002	New Construction
2.	Cornerstone Bank	\$3,900,000.00	2003	New Construction
3.	Yates Apartments - CHA	\$2,000,000.00	2004	Renovations
4.	UIC Warehouse	\$2,400,000.00	2002	Demo/Renovations
5.	Armour School Campus Park	\$2,050,000.00	2002	Campus Park
6.	Jackson Academy	\$ 955,000.00	2003	ADA Renovation
7.	Franklin Fine Arts Center	\$ 828,000.00	2003	ADA Renovation
8.	Gladstone School	\$1,450,000.00	2003	Boiler Replacement

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name G. F. Structures Corporation
- (b) State and City in which incorporated Illinois - Chicago
- (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

Donna J. Coconato, 4655 W. Arthington St., Chicago, IL 60644

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

<u>Richard C. Crandall, Jr.</u>	<u>President</u>
Name	Title
<u>Michael J. Lusk</u>	<u>Executive Vice President</u>
Name	Title

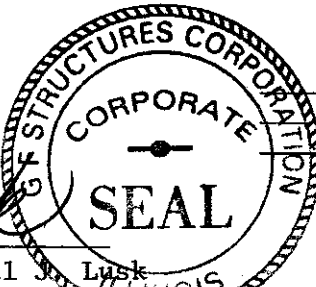
If submitted by a partnership:

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

If submitted by an individual:

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

Michael J. Lusk
 Signature of Affiant Michael J. Lusk



Subscribed and sworn to before me this 27th day of April 2004

Barbara S. Spielman
 Notary Public Barbara S. Spielman
 My Commission expires: 4-9-06



DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: EDNA WHITE
COMMUNITY GARDEN

Description or goods or services to be provided under Contract: # 1328

DEMOLITION, SITE PREPARATION + FENCING

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
MERANTIL LANDSCAPE	1250 MONTCLAIR AVE. CHICAGO, ILL 60611	SUBCONTRACTOR	60,042.00 EST.
ARE UNDERGROUND	2114 W. THOMAS ST. CHICAGO, IL 60622	"	24,755.00 "
MIDWEST REM TIVE	PO BOX 87166 CHICAGO, ILL 60688	"	72,233.00 "
COLFAX CORPORATION	2441 N. FERRIS CHICAGO, IL 60647	"	60,000.00 "
BROADWAY CONCRETE	2075 RACINE AVE. CHICAGO, IL 60607	"	10,500.00 "
BETHEL ASPHALT CO.	1514 W. MICHIGAN RD. CHICAGO, IL 60609	"	5,975.00 "

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

DISCLOSURE OF RETAINED PARTIES

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

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

Michael J. Lusk
Signature

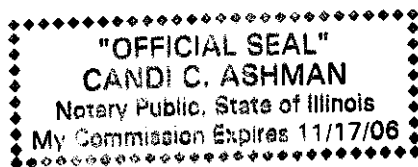
5-18-04
Date

MICHAEL J. LUSK
Name (Type or Print)

EXECUTIVE VICE PRESIDENT
Title

Subscribed and sworn to before me

this 18 day of May 2004
Candi C. Ashman
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

V. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

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

B. Interpretations Or Addenda

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

C. Inspection Of Site

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

D. Pre-Qualification Of Bidders

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

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

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

E. Competency of Bidder

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

F. Substitutions Prior To Bid Date

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

G. Preparation of Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1328

6. The Bid Documents shall include the following:

- a) Contractor's Bid
- b) Bid Guarantee
- c) Administrative Fee
- d) Basis of Award (Award Criteria)
- e) Unit Prices
- f) Affidavit of Non-collusion
- g) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
- h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
- i) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
- j) Schedule E – Request for Waiver from MBE/WBE Participation
- k) Affidavit of Uncompleted Work

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

- a) Financial Statement
- b) Disclosure Affidavit
- c) Affidavit of Local Business, including applicable documentation
- d) Statement of Bidder's Qualifications

8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.

9. The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

H. Bid Guarantee: Deposit and Time Period

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:

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

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

3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.

4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

I. Administrative Fee

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

J. Bidder's Execution of Bid

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

K. Basis of Award (Award Criteria)

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

L. Alternates

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

M. Unit Prices

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

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

N. Affidavit of Non-Collusion

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

O. MBE and WBE Commitments

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

P. Affidavit of Uncompleted Work

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

Q. Bidder's Financial Statement

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

R. Disclosure Affidavit

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

S. Affidavit of Local Business

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

T. Statement of Bidder's Qualifications

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

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U. Disclosure of Retained Parties

The lowest responsible and responsive Bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on said document.

V. Submission of Bid

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

W. Withdrawal Of Bids Before Bid Opening

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

X. Opening Of Bids

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

Y. Evaluation of Bids

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

Z. Award Of Contract; Rejection Of Bids

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

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3. Upon award of Contract, the Commission will process the Contract for final execution.
4. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

AA. Performance and Payment Bond and Insurance

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

BB. Order of Precedence of Components of the Contract Documents

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

CC. Protests

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

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

VI. EXHIBIT 1 Prevailing Wage Rates (Attached)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

PERFORMANCE AND PAYMENT BOND

Contract No. 1328

Bond No. 104162056

KNOW ALL MEN BY THESE PRESENTS, that we, G.F. Structures Corporation,

a corporation organized and existing under the laws of the State of Illinois, with offices in the Chicago

State of IL, as Corporate Principal, and

Travelers Casualty & Surety Company of America

One Tower Square

Hartford, CT 06183

a corporation organized and existing under the laws of the State of CT, with offices in the State of
* IL *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Four Hundred Seventy Seven Thousand Three
Hundred Seventy Two Dollars and no cents (\$477,372.00) 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 May 11, 2004, for the fabrication, delivery, performance and
installation of

Edna White Community Garden - Demolition, Site Preparation and Fencing
1830 W. Monterey Ave. Chicago, IL.

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1328

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

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

It is expressly understood and agreed that this Bond, in the penal sum Four Hundred Seventy Seven Thousand Three Hundred Seventy Two Dollars and no cents (\$477,372.00), 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 1328

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this May 17th, 2004 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:

N/A
Name

BY N/A (Seal)
Individual Principal

N/A
Business Address

N/A (Seal)
Individual Principal

N/A
City State

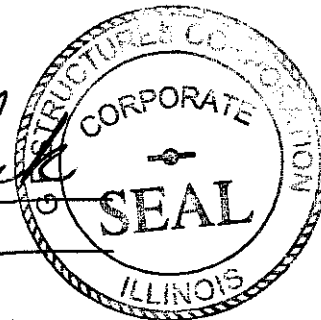
CORPORATE SEAL

ATTEST:

BY [Signature]
Secretary
Title

G.F. Structures Corporation
Corporate Principal

BY [Signature]
President
Title



4655 W. Arthington Street
Chicago, IL 60644

Travelers Casualty & Surety
Company of America
Corporate Surety

BY [Signature]
321 N. Clark St., Chicago, IL 60610
312-595-6200
Business Address & Telephone

Judith A. McGoogan, Attorney-in-Fact
Title

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Ms. Jacquelyn M. Norstrom

Business Address: 321 N. Clark St., Chicago, IL 60610

Telephone: 312-595-6200 Fax: 312-595-4374

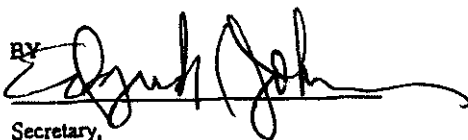
The rate of premium of this Bond is \$ 7.75 per thousand **
Total amount of premium charged is \$ 3,700. **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No 1328

BOND APPROVAL

BY 
Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, DONNA J. COCCONATO, certify that I am the _____ Secretary of the
G.F. Structures, corporation named as Principal in the foregoing performance and payment bond, that
MICHAEL J. LUSK, who signed on behalf of the Principal was then
EX.V. 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 17th day of May 2004.



ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS

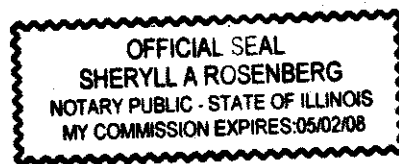
COUNTY OF COOK

On this 17th day of May, 2004, before me, Sheryll A. Rosenberg, a Notary Public, within and for said County and State, personally appeared Judith A. McGoogan to me personally known to be the Attorney-in-Fact of and for Travelers Casualty & Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Sheryll A. Rosenberg

Notary Public



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Jacquelyn M. Norstrom, Margaret M. Adalpe, Robina K. Fisher, Mary Lou Obos, Mario Remegi, Marianne A. Steiner, Dorothy J. Fox, Mary W. Mahoney, Judith A. McGoogan, Sharon L. Size, of Chicago / Oakbrook Terrace, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOIED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOIED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOIED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOIED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 27th day of August, 2003.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 27th day of August, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seal affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 17th day of May, 2004.



By *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond

Cook County Prevailing Wage for April 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		34.000	35.000	2.0	1.5	2.0	5.080	3.750	0.000	0.150
CERAMIC TILE FINISHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.		BLD		29.940	32.340	1.5	1.5	2.0	5.100	5.240	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		25.740	38.450	1.5	1.5	2.0	4.350	6.060	0.000	0.120
ELECTRIC PWR LINEMAN		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRICIAN		ALL		33.650	36.150	1.5	1.5	2.0	7.450	5.980	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.000
FENCE ERECTOR		ALL		23.540	24.790	1.5	1.5	2.0	6.000	5.320	0.000	0.000
GLAZIER		BLD		29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR		BLD		30.450	32.200	1.5	1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS		ALL		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD 1		35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD 2		34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD 3		31.850	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD 4		30.100	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		FLT 1		38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT 2		36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT 3		32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT 4		27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		HWY 1		33.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 2		33.350	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 3		31.300	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 4		29.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 5		28.700	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
ORNAMNTL IRON WORKER		ALL		30.850	32.600	2.0	2.0	2.0	6.000	9.490	0.000	0.750
PAINTER		ALL		31.350	35.260	1.5	1.5	1.5	4.700	4.400	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		34.000	36.000	1.5	1.5	2.0	5.720	5.350	0.000	0.000
PLASTERER		BLD		29.990	30.990	1.5	1.5	2.0	4.500	5.450	0.000	0.400
PLUMBER		BLD		36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER		BLD		31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
SHEETMETAL WORKER		BLD		30.730	33.190	1.5	1.5	2.0	4.310	6.790	0.000	0.490
SIGN HANGER		BLD		22.530	23.380	1.5	1.5	2.0	3.730	1.890	0.440	0.000
SPRINKLER FITTER		BLD		33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STONE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TERRAZZO FINISHER		BLD		25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON		BLD		29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON		BLD		29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR		HWY		22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E	ALL 1		26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL 2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL 1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER	BLD		32.200	33.200	1.5	1.5	2.0	3.760	5.590	0.000	0.580

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)
 Pnsn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations**COOK COUNTY**

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

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

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

MARBLE FINISHER

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

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and

similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor;

Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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

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

Other Classifications of Work:

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

LANDSCAPING

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



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
TIMOTHY J. MITCHELL

May 11, 2004

Michael J. Lusk
G. F. Structures Corporation
4655 W. Arthington Street
Chicago, IL 60644

RE: **Notice of Award**
Contract No.: 1328
Type of Work: Edna White Community Garden
Project: Demolition, Site Preparation and Fencing

Dear Mr. Lusk:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on May 11, 2004 the Commission awarded to your company Contract No. 1328 in the amount of \$477,372.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than May 18, 2004.

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

Sincerely,

Kevin Gujral
Executive Director

cc: G. Shriver
Trinal
McCluer



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Chicago, Illinois 60602
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Fax: (312) 744-8005
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Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

May 28, 2004

Michael Lusk
G.F. Structures Corporation
4655 W. Arthington Street
Chicago, IL 60644

RE: **NOTICE TO PROCEED**
Contract No.: 1328
Project No.: PD-22
Type of Work: Demolition, Site Preparation Fencing
Project: Edna White Community Garden

Dear Mr. Lusk:

Pursuant to Contract No.1328, which was awarded to your firm on May 11, 2004 you are hereby notified that the commencement date for this project is **June 1, 2004.**

Pursuant to the Contract, all work must be completed within 90 consecutive calendar days of the commencement date. The substantial completion date is established as **August 30, 2004.** Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

In accordance with Section 15.02.3 of Book 1, the invoice target date is established as the 15th day of each month. Such invoice shall cover work performed as of the last day of the previous month. If the target date falls on a weekend or holiday, your payment application must be received on the next business day. Failure to submit payment applications as directed constitutes an event of default and may result in payment delays.

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. McClier Corporation will perform as the Commission's Owner's Representative. Please submit the original and three copies of all correspondence pertaining to this work to:

Name: Charlotte Brun
Company: McClier Corporation
Address: 401 East Illinois Stret, Chicago, IL 60611

along with a copy to Mr. Glenn Shriver, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on June 1, 2004.

This Notice To Proceed does not authorize any of your subcontractors to enter upon the project site or to commence any work prior to subcontractor approval by the Commission's representative pursuant to Section 19.03 of Book 1 "Standard Terms and Conditions for Construction Contracts".

Sincerely,

Public Building Commission of Chicago



Kevin Gujral
Executive Director

KG/jm

Cc: Jack Brankin
K. Gujral
Shriver
Julia Sportolari
Nancy Jahnel
Trinal
McClier