FHP Tectonics p. d/b/a

Contractor: \_F.H. Paschen, S.N. Nielsen & Associates

Address: O'Hare Plaza, 8725 W. Higgins, Suite 200

City/State/Zip: Chicago, IL 60631

Phone Number: (773) 444-3474

Fax Number: (773) 693-0064

# TO BE EXECUTED IN DUPLICATE

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

**CONTRACT NO. 1314** 

West Pullman Branch Library New Construction 830 West 119<sup>th</sup> Street Chicago, IL 60643 CPL-19

# PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

> Kevin S. Gujral Executive Director

Room 200 Richard J. Daley Center 66 West Washington Street Chicago, Illinois 60602 312-744-3090 www.pbcchicago.com

BY Construction Cost Systems, Inc. 200 West 22<sup>nd</sup> Street, Suite 209 Lombard, IL 60148

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 March 18, 2002 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

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# DOCUMENT SUBMITTAL CHECKLIST

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

1	Contractor's Bid
2	Bid Guarantee
3	Administrative Fee
4	Acceptance of the Bid
5	Basis of Award (Award Criteria)
6	Unit Prices
7	Affidavit of Non-Collusion
8.	Schedule B – Affidavit of Joint Venture (if applicable)
9	Schedule C - Letter of Intent from MBE/WBE, including current certification letter
10	Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
11	Schedule E - Request for Waiver from MBE/WBE Participation
12	Affidavit of Uncompleted Work
Current	versions of the following documents must be on file with the Commission at the time of bid opening:
1	Financial Statement
2	Disclosure Affidavit
3	Affidavit of Local Business, including business license
4	Statement of Bidder's Qualifications
	The Contractor is required to submit the following within five (5) days of Notice of Award.
1	Disclosure of Retained Parties (or within 5 business days of bid opening)

### 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:

West Pullman Branch Library
New Construction
830 West 119<sup>th</sup> Street
Chicago, IL 60643
CPL-19

# 2. General Description of Scope of Work:

- a) As described in the specifications, a new One-Story 14,000-sq. ft. Building without basement. The Steel Superstructure is supported on concrete foundation walls and spread footings. The Roof is flat metal deck with single membrane Roofing except for the metal standing seam barrel vault roof over the lobby. Exterior walls are brick with CMU back up, with aluminum framed windows with insulated glass. The floor is a concrete slab on grade. The interior ceilings are suspended tile and gypsum board. The Interior walls are gypsum board on metal studs, while the Interior floor finishes include Terrazzo, Ceramic tile, and resilient flooring and carpet.
- 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: Chicago Public Library
- 4. Commission's Representative's Name, Address, and Phone Number: Construction Cost Systems, Inc., 200 West 22<sup>nd</sup> Street, Suite 209, Lombard, IL 60148
- Architect's Name, Address, and Phone Number: Parkman & Weston Associates, Ltd., 53 West Jackson Boulevard, Suite 1456, Chicago, IL 60614
- 6. Commission's Project Manager: David Lai
- 7. Ward: 34
- 8. City Funded?: Yes
- 9. Do Bidders need to be Pre-Qualified? Yes

# 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 Construction Cost Systems, Inc., Lee Johler @ (630) 774-7762.

- 11. Documents Available from: Construction Cost Systems, Inc.
- 12. Pre-Bid Meeting Date, Time, and Location: Monday, July 7, 2002 at 2:00 p.m. in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602

  Thursday 24 2003

  13. Bid Opening Date and Time: Monday, July 21, 2002 at 2:00 p.m. in Room 203, Richard J.
- Daley Center, 66 West Washington Street, Chicago, IL 60602.
- 14. Amount of Bid Deposit:

\$ 110,000

15. Administrative Fee:

\$5,000.00

16. Amount of Contingency Fund: \$ 275,000

17. Document Deposit:

\$0

18. Cost for Additional Documents (per set): At Contractor's 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 Four Hundred Twenty-Five (425) Days upon issuance of the Notice to Proceed. The Work must be completed as follows:

60 Days Phase I-Phase II- 365 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.

# 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

\$1,000 per Day

Completion of Punch List Work

\$1,000 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.

# 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.

## A. Insurance To Be Provided By the Contractor

# 1) Workers Compensation and Employers Liability

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

# 2) <u>Commercial General Liability</u> (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, CPL, Construction Cost Systems, Inc. and Parkman & Weston Associates, Ltd. are to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

# 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, including MSC90 Endorsement (if applicable) with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Chicago Public Schools, CPL, Construction Cost Systems, Inc. and Parkman & Weston Associates, Ltd. are to be named as an additional insured on a primary, non-contributory basis.

## 4) 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 \$2,000,000. 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. This requirement only applies if Architects, Engineers, Program Managers, or other Professional Consultants are performing work.

# 5) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

# 6) <u>Property</u>

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

# B. Additional Requirements

The Contractor must furnish the Public Building Commission, 50 W. Washington, Department of Procurement, 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 Public Building 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 Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must a dvise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the Public Building 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.

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 Public Building Commission 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 desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

# C. Insurance To Be Provided By the Commission

#### 1. Builder's Risk

- a) Deductible: The Commission is, providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a \$10,000. deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$10,000, that are covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission.
- b) Coverage: Such insurance shall cover property in course of construction, reconstruction or repair while at the risk of the insured and while at the location of the said construction, reconstruction or repair operations, all of which are subject of the contract or contracts. Coverage applies to property of every kind and description (including materials and supplies) owned by the insured and used or to be used in a part of, or incidental to, the construction operations wherever the said property may be located in the United States and while in transit. It shall also apply to property of other used or to be used in, a part of, or incidental to the construction operations, for which the insured may be responsible or shall, prior to any occurrence for which claim may be made and have a ssumed responsibility. Secured Jobsite Warranty, which means, reasonable precautions shall be taken to deter theft of building materials, vandalism and malicious mischief, and discourage access to premises by unauthorized persons, shall apply.
- c) Exclusions: Include but a re not limited to: Water damage Interior of buildings; penalties for non-completion of or delay in completion of contract or non-compliance with contract conditions; cost of making good faulty or defective workmanship, material construction or design; wear, tear, normal upkeep, inherent vice, latent defect, vermin or normal making go; loss due to disappearance or revealed by inventory shortage alone; mechanical breakdown and Contractor's equipment of every description including but not limited to any tools, apparatus, machinery, scaffolding, hoists, forms, staging and shoring, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance that Contractor may require on such equipment.

#### 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 David Lai with copies to: Lee Johler, Construction Cost Systems, Inc.
- 2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: Lee Johler, Construction Cost Systems, Inc. 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 <a href="https://www.state.il.us/agency/idol/CM/countym.htm">www.state.il.us/agency/idol/CM/countym.htm</a> maintained by the State of Illinois Department of Labor.

# 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 not required at the Site.

# PROPOSAL AND EXECUTION DOCUMENTS

### A. Contractor's Bid

П.

The Contra	ctor here	eby ac	knowle	edges r	eceipt of the	Contract I	ocuments	for Contra	ct No. 1314	
containing	a full s	et of	Contra	act Do	cuments, in	cluding, bu	t not limi	ited to, a)	Standard Te	rms and
Conditions					Addenda 5, <b>6</b>			unless	indicated	here)
						-				
										,

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 B ase 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.

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book

<sup>3),</sup> and e) Plans and Drawings.

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

· · · · · · · · · · · · · · · · · · ·	DIVISION	\$ AMOUNT
Sitework	2	400,000-
Concrete '	3	175,000
Masonry	4	450,000-
Steel	5	200,006
Carpentry	6	190,000
Roofing/Waterproofing/Sealants	7	ZZ5.000 -
Doors & Windows	8	225,000
Finishes	9	300,000-1
Specialty Items	10	120,000
Equipment	11	25,000
Furnishings	12	75,0∞-
Special Construction	13	×4
Vertical Transportation	14	WA
Mechanical	15	498,000-
Electrical	16	450,000-
General Conditions		350,000
Fee		200,000-
SUB-TOTAL		3,883,000°
Allowance for Additional Owner		
Directed Signage		\$4,000
Utility Allowances		\$75,000
Commission's Contingency Fund		\$275,000
TOTAL BASE BID		4,237,000-

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula): (\$\\\4\\060\\953\\\)

# PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1314

BASE CON	TRACT	PRICE (to	be complete	d by the Com	mission):	Four	·	
		_	_	y Seven		_	offor	
							dollars	_
(\$ 4, 23 7	1,000	,00)						

# B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHI	CAGO	$\bigcap$
Edwick C. Johnson	Kill M	1 dels
Secretary()	Chairman	
CONTRACTING PARTY		ŕ
(Print or type names underneath all signatures)		
FHP Tectonics Corp. d/b/a	O'Hare Plaza	
F.H. Paschen, S.N. Nielsen & Associ		
Contractor Name	Address Chicago,	IL 60631
If a Corporation:		
By May One	President	
Scott F. Poremba	Title of Signatory	
ATTEST	Coorotomy	
By Timothy J. Pearson	Secretary Title	
CORPORATE SEAL	1100	
If a Partnership: n/a		
D. d	Address	
Partner	Address	
Partner	Address	
	A 11	
Partner	Address	
If a Sole Proprietorship: n/a		
ii a bole i roprietorompe		
Signature		
NOTARY PUBLIC		
NOTARI PUBLIC		
Subscribed and sworn to before me on this 21st	day of July	, 20 <u>03</u> .
Wilden 112 11	(OTAT)	
CANUMIT DAMAT	(SEAL)	1
Notary Public Signature	OFFICIAL SEAL KATHLEEN H. BRANDT	
Commission Expires: April 29, 2007	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-29-2007	

# C. Corporate Resolution (if a Corporation)

·	BY CERTIFY that the following is a complete, true and correct copy of
certain preambles and resolutio	ns of the board of directors of
	. d/b/a F.H. Paschen, S.N. Nielsen & Associates
a corporation duly organized a	and existing under the laws of the State of Illinois and
authorized to do business in t	he State of Illinois, which resolutions were duly adopted at a duly called
meeting of said board held on	May 1 , 20 02 , a quorum being present, and are set
forth in the minutes of said m	neeting; that I am the keeper of the corporate seal and of the minutes and
records of said corporation; an	d that the said resolutions have not been rescinded or modified:
	submitted a bid, dated <u>July 21</u> , 20 <u>03</u> to the Public go, for Contract No. 1314 of said Commission;
assistant secretary of this corpo	RESOLVED: That the president or vice president and the secretary or oration be, and they are hereby, authorized and directed to execute contracts the name and seal of this corporation; and
authorized and directed to exe	D: That the aforesaid officers of this corporation be, and they are hereby, exute and deliver to the Commission, for and on behalf of this corporation, as may be necessary or pertinent to a contract, and to do and perform any and
I FURTHER CERTIFY that th	e following-named persons are the officers of this corporation duly qualified
and now acting as such:	v voice in the property of the
President:	Scott F. Poremba
Vice President:	Joseph V. Scarpelli, James V. Blair, W. Mark Barkowski,
Secretary:	Timothy J. Pearson, Robert F. Zitek Timothy J. Pearson
Treasurer:	Jack Spiro Dibie
Assistant Secretary:	Carol Einfalt
IN WITNESS WHEREOF, I I	have hereunto subscribed my name and affixed the seal of said corporation,  , 20 03.
Secretary Jimosby J. Pe	earson

# 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 A ward 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. <u>Instructions</u>

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

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

### 2. Award Criteria Formula

Line 1.	Base Bid, in figures	4,237,000-
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)	0.42
Line 3.	Multiply Line 2 by Line 1 by 0.04	71,182 -
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)	0.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	63,555-
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	21,185 -
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0.025
Line 9.	Multiply Line 8 by Line 1 by 0.04	4,237

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)	0.10
Line 11.	Multiply Line 10 by Line 1 by 0.03	12,711
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	0.075
Line 13.	Multiply Line 12 by Line 1 by 0.01	3,178-
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	176,047-
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	4,060,953
Award Criteria	Figure (Insert Line 15 of Award Criteria Formula): \$	4.060,953

# 3. Community Hiring Bonuses

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

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

#### **Definitions**

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

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

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

#### 4. Liquidated Damages

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

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

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

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:

Line 1 x 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:

Line 1 x 0.1693

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:

Line 1 x 0.1493

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

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

#### 5. Reporting

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

- 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

Boiler Makers

Bricklayers Carpenters

Cement Masons Electricians

Elevator Construction

Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

Sheet Metal Workers Sprinkler Fitters Technical Engineers

**Tuck Pointers** 

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

#### 7. Trade Participation - For Information Only

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

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



TRADE PARTICIPATION	PERCENT OF MINORITY
Brick Layers	30%
Carpenters	35%
Cement Masons	25%
Electricians	25%
Glazers	15%
Ornamental Iron Workers	<b>1</b> 5%
Lathers	25%
Operating Engineers	30%
Painters	40%
Plumbers	35%
Roofers	35%
Sheet Metal Workers	40%



# **B.** 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.	Remove Unsuitable Soil	52	CU. YD.
2.	Backfill Material, Engineered Fill, Compacted	5r	CU. YD.
3.	Removal of Underground Foundations	215	CU. YD
4.	Removal and Disposal of Petroleum Impacted non-Hazardous Soil	95	TON
5.	Removal of Underground Cast Iron Pipe	51	LIN. FT.
6.	Removal of Underground Clay Pipe	51	LIN. FT.
7.	Removal of Manhole	1800	EACH
8.	Removal of Catch Basin	1800	EACH
9.	Removal of Electrical Hand Holes	1500	EACH
10.	Removal of Underground Electrical Conduit & Wiring	12	LIN. FT.
11.	Concrete Foundation including Reinforcement and Formwork	750-	CU. YD.
12.	Concrete Sidewalk Pavement	365	SQ. FT.
13.	Concrete Curb and Gutter	15-50	LIN. FT.
14.	4" Face Brick	17-	SQ. FT.
15.	8" Reinforced CMU	13	SQ. FT.
16.	4" Tongue and Grove Roof Insulation	460	SQ. FT.
17.	Standing Seam Metal Roof	u-	SQ. FT.
18.	Roof Walkway Concrete Pavers	<b>8</b> -	SQ. FT.
19.	Thermally Broken Aluminum Frame	35 ^	SQ. FT.
20.	5/8" Gypsum Board	10 -	SQ. FT.
21.	2' x 2' Acoustical Tile	4-	SQ. FT.

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
22.	Plantas So SSt at Clarest		
23.	Plaster Soffit at Clerestory	18	SQ. FT.
	Terrazzo Floor	15	SQ. FT.
24.	Terrazzo Base	20-	LIN. FT.
25.	Painting of Gypsum Wall Board	.55	SQ. FT.
26.	Painting of CMU	.60	SQ. FT.
27.	Carpet	40 -	SQ. YD.
28.	Under Floor Duct Power/Data/Phone (no wiring)	110	LIN, FT.
29.	Tele/Data/Outlet (no wiring)	80-	EACH
30.	Exit Sign with 50 FT. of Conduit and Wiring	600 -	EACH
31.	Fire Alarm Signating Device with 50 FT. of Conduit and Wiring	600	EACH
32.	Removal and disposal of underground storage tank, less than 1,000 gallon capacity	3,200	EACH.
33.	Removal and disposal of underground storage tank, 1,000 to 2,000 gallon capacity,	3,100	EACH
34.	Removal and disposal of underground storage tank, 2,001 to 5,000 gallon capacity,	4.500	EACH
35.	Removal and disposal of products from UST	182	PER GALLON
36.	Removal and disposal of sludge from UST	375 -	PER DRUM
37.	Removal and disposal of contaminated ground water	165_	PER GALLON

# IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

STATE OF ILLINOIS

# **Affidavit Of Noncollusion**

COUNTY OF COOK		) SS	
	F.	Poremba	, being first duly sworn, deposes and says that:
(1) He/S <del>A&amp;</del> is	Pre	esident	
(Owner, Partner, Off	icer,	Representative or Agent	) of
		erp. d/b/a F.H. Pa itted the attached Bid;	aschen, S.N. Nielsen & Associates
(2) That Bidder pertinent circumstand			the preparation and contents of the attached Bid and of all
(3) Such Bid is	genı	uine and is not a collusive	or sham bid;
parties in interest, in or indirectly, with an the Contract for whi such Contract, or I communication or cattached bid or in that any other Bidder, or	cludiny of the	ting this affiant, has in an ther Bidder, firm, or pers he attached bid has been in any manner, directly grence with any other B any other Bidder, or to fi secure through any collust	partners, owners, agents, representatives, employees, or by way colluded, connived, conspired, or agreed, directly con to submit a collusive or sham bid in connection with submitted or to refrain from bidding in connection with or indirectly, sought by agreement or collusion or idder, firm, or person to fix the price or prices in the x any overhead, profit, or cost element of the bid price of sion, conspiracy, connivance or unlawful agreement any on of Chicago or any person interested in the proposed
collusion, conspiracy	y, co	onnivance, or unlawful as	ned Bid are fair and proper and are not tainted by any greement on the part of the Bidder or any of its agents, including this affiant.
(6) The Bidder is not barred from bidding as a result of having violated <i>Illinois Criminal Code</i> , 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the <i>Prevailing Wage Act</i> , 30 ILCS 570/0.01 through 570/7			
(Signed) Scott F Preside		oremba	
(Title) Subscribed and swor	n to	before me this 21st	_ day of20 <sup>03</sup>
Katulem H B	w	4+	OFFICIAL SEAL KATHLEEN H. BRANDT
Notary Public			NOTARY PUBLIC, STATE OF ILLINOIS }
(Title) My Commission exp	ires:	April 29, 2007	MY COMMISSION EXPIRES 4-29-2007

# SCHEDULE B - Joint Venture Affidavit N/A (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.	Na	me of joint venture	
2.	Ad	dress of joint venture	
3.	Pho	one number of joint venture	<del></del>
4.	Ide	entify the firms that comprise the joint venture	
	Α.	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly portion of work" must here be shown as under the responsibility of the MBE/WBE firm	defined
	В.	Describe very briefly the experience and business qualifications of each non-MBE/WB venturer.	E joint
5.	Nat	ture of joint venture's business	
6.	Pro	ovide a copy of the joint venture agreement.	<u> </u>
7.	Ow	vnership: What percentage of the joint venture is claimed to be owned by MBE/WBE?	%
8.	Spe	ecify as to:	
	A.	Profit and loss sharing	_%
	B.	Capital contributions, including equipment	_%
	C.	Other applicable ownership interests, including ownership options or other agreements restrict ownership or control.	which
	D.	Describe any loan agreements between joint venturers, and identify the terms thereof.	

# SCHEDULE B - Joint Venture Affidavit (2 of 3)

	A.	Fin	ancial decisions		
	B.	Ma	anagement decisions such as:		
	1	)	Estimating		
	2	)	Marketing and Sales		
	3	)	Hiring and firing of management personnel		
	4	)	Other		
	C.	Pur	chasing of major items or supplies		
	D.	Supervision of field operations			
	E. Supervision of office personnel		pervision of office personnel		
	which venturer will be responsible for keeping the books; how will the expense the reimbursed; the authority of each joint venturer to commit or obligate the other. Des		scribe the financial controls of the joint venture, e.g., will a separate cost center be established; ich venturer will be responsible for keeping the books; how will the expense therefor be inbursed; the authority of each joint venturer to commit or obligate the other. Describe the mated contract cash flow for each joint venturer.		
	G.	Star will	te approximate number of operational personnel, their craft and positions, and whether they l be employees of the majority firm or the joint venture.		
10.			tate any material facts of additional information pertinent to the control and structure of this nture.		

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

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

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

Name of Joint Venturer	Name of Joint Venturer		
Signature	Signature		
Name	Name		
Title	Title		
Date	Date		
State of County of	State of County of		
On this day of, 20,	On this day of, 20		
before me appeared (Name)	before me appeared (Name)		
to me personally known, who, being duly sworn, 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)		



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

# SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project:	West Pullman Branch Library-N	ew Construction
Project Number:	1314	
FROM:		
Pagoda Electric		MBE x WBE
TO:		
FHP Tectonics Corp. d/k (Name of General Bio		and Public Building Commission of Chicago
The undersigned inter	nds to perform work in connection w	th the above-referenced project as (check one):
a Sole	Proprietor	X a Corporation
a Partn	ership	a Joint Venture
The MBE/WBE status 2004. In addition, in B, Joint Venture Agree	the case where the undersigned is a l	the attached Letter of Certification, dated January 31, oint Venture with a non-MBE/WBE from a Schedule
The undersigned is p goods in connection w To Provide Electrica	rith the above-named project.	escribed services or supply the following described
The above —described in the Contract Docum	nents.	following price, with terms of payment as stipulated
	\$200,000.00	

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

# 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 part amount: None	ial pay i tems, specifically describe the work and subcontract dollar
If more space is needed to fully describ schedule, attach additional sheet (s).	be the MBE-WBE firm's proposed scope of work and or payment
SUB-SUBCONTRACTING LEVELS	
0 % or 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
must be filled in each blank above. If me	sub-contracting any of the work described to this Schedule, a zero (0) ore than 10% percent of the value of the MBE/WBE subcontractor's nation and description of the work to be sublet must be provided.
_	agreement for the above work with General Bidder conditioned upon ic Building Commission of Chicago, and will do so within five (5) tract award from the Commission.
By:  Pagoda Electric  Name of MBE/WBE Firm (Print)	Signature Muls
July 21, 2003 Date 708-302-0717	Dr. Shorty Mills Name (Print)
Phone	
IF APPLICABLE: By: <u>N/A</u>	
Joint Venture Partner(Print)	Signature
Date	Name (Print)
Phone	MBE WBE Non-MBE-WBE



Micaga M. Daley, Mayor

art of ent Services

arcenent Office. Nations

Room 403 LaSalle Street Hisois 60602-1284 -4900 -2949 (TTY) w.estyofdicago.org Vincent Mills, President Pagoda Electric, Inc. \$616 Edgewater Drive Hazel Crest, Illinois 60429

Re: 2<sup>nd</sup> ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

February 5, 2003 January 31, 2007

Annual Affidavit Certificate Expires:

January 31, 2004

Dear Mr. Mills:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Pagoda Electric, Inc.'s certification is required by <u>January 31</u>, 2004.

As a condition of continued cartification 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:

### **Electrical Contractor**

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

LJG/emo







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 West Pullma	n Branch Library -	New Construction
Project Number: 1314		
FROM:		- 2
ELB CONSTRUCTION	SERVICES FUR	MDE Y UDE
F+BCONSTRUCTION (Name of MBE or WBE)	<u> </u>	MBC_/CWBE
TO: FHP Tectonics Corp. d/b,	/a	
(Name of General Bidder)	sen & Associates and	Public Building Commission of Chicago
The undersigned intends to perform wo	rk in connection with the al	bove-referenced project as (check one):
a Sole Proprie	tor	a Corporation a Joint Venture
a Partnership		a Joint Venture
The MBE/WBE status of the undersi	aned is confirmed by the	attached Letter of Certification dated
non-MBE/WBE firm, a Schedule B, Joi	nt Venture Affidavit, is pro	the undersigned is a Joint Venture with a vided.
goods in connection with the above-nam	the following described se sed project.	rvices or supply the following described
he above-described services or goods tipulated in the Contract Documents.	are offered for the follo	wing price, with terms of payment as
Partie at the Country Doubletts.	\$455,000.00	_



Phone



Contract No. 1314

# 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 smount:		
schedule, attach additional sheet(s).	ABE/WBE firm's proposed scope of work and/or paymen	
SUB-SUBCONTRACTING LEVELS		
% of the dollar value of the MBE/WBE	subcontract will be sublet to non-MBE/WBE contractors.	
O % of the dollar value of the MBE/WBE	subcontract will be sublet to MBE/WBE contractors.	
zero (0) must be filled in each blank above. I subcontractor's scope of work will be sublet, a must be provided.  The undersigned will enter into a formal agreement to the contract will enter into a formal agreement with the conditioned property will execution of a contract will be a contract.	becontracting any of the work described in this Schedule, if more than 10% percent of the value of the MBE/WBI brief explanation and description of the work to be suble greement for the above work with the General Bidder the Public Building Commission of Chicago, and will describe the suble of the commission of Chicago, and will describe the suble of the	
so within five (5) working days of receipt of a n	otice of Contract award from the Commission.	
By: F4B CONSTRUCTION SERVICES	Tor Sland Freeze	
Name of MBE/WBE Firm (Print) AUG 1, 2003	Signature  LOYD FULLETE  Name (Print)	
Date 773-224-1819	Hans (I Imty	
Phone		
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBE Non-MBE/WBE	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Malone Chief Procurement Officer

City Hall, Room 403 121 North LaSulle Street Chicago, Illinois 60602-1284 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofchicago.org Lloyd Fuller, President F & B Construction Services, Inc. 7953 S. King Drive Chicado, Illinois 60619

Re:

3RD ANNIVERSARY CERTIFICATION

Certification Effective:

June 13, 2003

Certification Expires:

May 31, 2006

Annual Affidavit Certificate Expires: May 31, 2004

Dear Mr. Fuller:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of F & B Construction Services, Inc.'s certification is required by May 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:

Brick Masonry; Tuckpointing; Exterior Building Cleaning Services; 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

EJG/gva







# 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: West Pullman Branch Libra	ry - New Cons	truction
Project Number: 1314		
FROM:		
Cabo Construction Corporation	MBE _	X WBE
(Name of MBE or WBE)		
TO: FHP Tectonics Corp. d/b/a F.H. Paschen, S.N. Nielsen & Associat	esand Public Build	ding Commission of Chicago
(Name of General Bidder)		•
The undersigned intends to perform work in connection wi	h the above-referen	ced project as (check one):
a Sole Proprietor	Х	a Corporation
a Partnership		a Joint Venture
The MBE/WBE status of the undersigned is confirmed November 5, 2002 . In addition, in the case non-MBE/WBE firm, a Schedule B, Joint Venture Affiday	where the undersig	etter of Certification, dated ned is a Joint Venture with a
The undersigned is prepared to provide the following desorgoods in connection with the above-named project.		pply the following described
S	ewer	
The above-described services or goods are offered for	the following price	, with terms of payment as
stipulated in the Contract Documents. \$2	40,000.00	



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 MB schedule, attach additional sheet(s).	BE/WBE firm's proposed scope of work and/or payment	
SUB-SUBCONTRACTING LEVELS		
10 % of the dollar value of the MBE/WBE su	ubcontract will be sublet to non-MBE/WBE contractors.	
0 % of the dollar value of the MBE/WBE so	ubcontract will be sublet to MBE/WBE contractors.	
zero (0) must be filled in each blank above. If i	ontracting any of the work described in this Schedule, a more than 10% percent of the value of the MBE/WBE rief explanation and description of the work to be sublet	
conditioned upon its execution of a contract with a so within five (5) working days of receipt of a notion	the Public Building Commission of Chicago, and will do ice of Contract award from the Commission.	
By:  Cabo Construction CRD  Name of MBE/WBE Firm (Print)  \$-4-03	Figure Cabello Name (Print)	
Date 312-324-2225	Name (Print)	
Phone		
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBE WBE Non-MBE/WBE	
Phone		



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

Francisco Cabello, President CABO Construction Corporation 419 West 38<sup>th</sup> Street Chicago, Illinois 60609

Re:

2<sup>nd</sup> ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

Annual Affidavit Certificate Expires:

November 5, 2002 September 30, 2007 September 30, 2003

Dear Mr. Cabello:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of CABO Construction Corporation's certification is required by September 30, 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:

Sewer and Drain Contractor; Excavation Contractor Snow Removal; Miscellaneous Concrete; Construction Management;

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,

Lillie Cooper

Director of Certification

LC/emc





### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1314

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: West Pullman Branch	Library - New Construction
Project Number: 1314	
FROM:  Bridge port Steel Salls (Name of MARE of WBE)	MBE WBE
TO: FHP Tectonics Corp. d/b/a F.H. Paschen, S.N. Nielsen & As	sociates and Public Building Commission of Chicago
(Name of General Bidder)	
The undersigned intends to perform work in connec	ction with the above-referenced project as (check one):
a Sole Proprietor	a Corporation a Joint Venture
a Partnership	a Joint Venture
- c.t Janimad is go	onfirmed by the attached Letter of Certification, dated the case where the undersigned is a Joint Venture with a Affidavit, is provided.
The undersigned is prepared to provide the follow goods in connection with the above-named project	ring described services or supply the following described
The above-described services or goods are offer	red for the following price, with terms of payment as
stipulated in the Contract Documents.	\$165,000.00

Phone

### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1314

FH PASCHEN

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, amount:	l pay items, specifically describe the work and subcontract dollar  e the MBE/WBE firm's proposed scope of work and/or payment  E/WBE subcontract will be sublet to non-MBE/WBE contractors.  E/WBE subcontract will be sublet to MBE/WBE contractors.  sub-subcontracting any of the work described in this Schedule, a bove. If more than 10% percent of the value of the MBE/WBE ablet, a brief explanation and description of the work to be sublet  Imal agreement for the above work with the General Bidder, ract with the Public Building Commission of Chicago, and will do tof a notice of Contract award from the Commission.  Signature  Name (Print)  Name (Print)  Name (Print)  Name (Print)
If more space is needed to fully describe the MBE, schedule, attach additional sheet(s).	WBE firm's proposed scope of work and/or payment
SUB-SUBCONTRACTING LEVELS	
0 % of the dollar value of the MBE/WBE sub	contract will be subjet to non-MBE/WBE contractors.
zero (0) must be filled in each blank above. If in subcontractor's scope of work will be sublet, a brie must be provided.	f explanation and description of the work to be sublet
By: By: Name of MBE/WBE Firm (Print)	Signature Connab
Date 310 306-480) Phone	Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Malone Chief Procurement Officer

City Hall. Room 403
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(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

July 3, 2003

Willie J. Conrad, President Bridgeport Steel Sales, Inc. 2730 S. Hillock Ave. Chicago, IL 60608

Dear Mr. Conrad:

Thank you for your interest in the City of Chicago's Disadvantaged Business Enterprise, Minority Business Enterprise and/or Women Business Enterprise (DBE/MBE/WBE) Program. Your application requesting continued eligibility has been entered into our processing system.

You will be notified if additional information is required. Please direct any questions regarding the status of your application to Ms. Asa Chan at, (312) 742-9470.

You will be notified in writing when a decision has been made.

Sincerely,

Leon Moore

Assistant Director of Certification

LM/ymj







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 Willie Conrad, President Bridgeport Steel Sales, Inc. 2730 South Hillock Avenue Chicago, Illinois 60608

2nd ANNIVERSARY CERTIFICATION Re:

Certification Effective:

July 10, 2002

Certification Expires:

May 31, 2006

Annual Affidavit Certificate Expires: May 31, 2003

Dear Mr. Conrad:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of Bridgeport Steel Sales, Inc.'s certification is required by May 31, 2003.

As a condition of continued certification during this five year period, you must promptly 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:

Steel Supplier; Construction Management; Steel Fabrication

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,

Lillie Cooper

Director of Certification

LC/edi





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### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

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: West Pullman Branch Library - New Construction
Project Number: 1314
FROM:
JADE Carpentry Contractors, Inc. MBE WBE X
(Name of MBE or WBE)
TO: FRP Tectonics Corp. d/b/s F.H. Paschen, S.N. Nielsen & Associates 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 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 6/3/03. 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.
<u>carpentry</u>
The above-described services or goods are offered for the following price, with terms of payment a stipulated in the Contract Documents.  \$212,000.00

Phone

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

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

	IAL PAY ITEMS	
For-any		specifically describe the work and subcontract dollar
If more	e space is needed to fully describe the MBE/V le, attach additional sheet(s).	VBE firm's proposed scope of work and/or payment
SUB-S	UBCONTRACTING LEVELS	
0_	% of the dollar value of the MBE/WBE subc	ontract will be sublet to non-MBE/WBE contractors.
0	% of the dollar value of the MBE/WBE subc	ontract will be sublet to MBE/WBE contractors.
zero (c subcon must b	<ol> <li>must be filled in each blank above. If months         intractor's scope of work will be sublet, a brief         provided.</li> </ol>	racting any of the work described in this Schedule, a re than 10% percent of the value of the MBE/WBE explanation and description of the work to be sublet
condition so with By:	tioned upon its execution of a contract with me hin five (5) working days of receipt of a notice	ent for the above work with the General Bidder, Public Building Commission of Chicago, and will do of Contract award from the Commission.
Name	CARPENTRY CONTRACTORS of MBE/WBE Firm (Print) 3/1/03	Signature  TUDITH DEANGELO  Name (Print)
Date	73-594-1600	Mathe (1 1mc)
IF AF By:	PPLICABLE:	
Joint	Venture Partner (Print)	Signature
Date		Name (Print) MBE Non-MBE/WBE



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

David E. Malone Chief Procurement Officer

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http://www.cityofchicago.org

Judith A. DeAngelo, President **Jade Carpentry Contractors, Inc.** 6547 N. Avondale, Suite 100 Chicago, Illinois 60631

Re: 3<sup>rd</sup> ANNIVERSARY CERTIFICATION

Certification Effective:

June 03, 2003

Certification Expires:

April 30, 2006

Annual Affidavit Certificate Expires: April 30, 2004

Dear Ms. DeAngelo:

Congratulations on your continued eligibility for certification as a **DBE/WBE** by the City of Chicago. Re-validation **Jade Carpentry Contractors**, **Inc.**'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:

### **Carpentry Contractor**

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/edj







Contract No. 1314

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

Name of Project:	West Pullman Branch Library - New Construction
STATE OF ILLINOIS	} } SS
COUNTY OF COOK	}
In connection with the	above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Vice-Preside	nt
Title	
and duly authorized rep	presentative of
	Corp. d/b/a F.H. Paschen, S.N. Nielsen & Associates
Name of General Contr	actor
whose address is	
O'Hare Plaza	, 8725 W. Higgins, Suite 200
in the City of Chic	ago , State of Illinois
and that I have perso	nally reviewed the material and facts submitted with the attached Schedules of
MBE/WBE participate applicable), and the following	on in the above-referenced Contract, including Schedule C and Schedule B (if lowing 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	Dollar Credit Toward MBE/WBE Goals			
	Accordance with Schedule C	MBE	WBE		
Pagoda Electric, Inc.	Electric (Partial)	\$ 200,000	\$		
F&B Construction Services, Inc.	Masonry	s 455,000	\$		
Cabo Construction Co.	Sewer	\$ 240,000	\$		
Bridgeport Steel Sales, Inc.	Steel	\$ 165,000	\$		
Jade Carpentry Contractors, Inc.	Carpentry	\$	\$ 212,000		
		\$	\$		
		\$	\$		
	Total Net MBE/WBE Credit	s 1,060,000	\$ 212,000		
	Percent of Total Base Bid		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.



Contract No. 1314

# 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 subcontra	act will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontracting zero (0) must be filled in each blank above.	ng any of the work described in this Schedule, a
If more than 10% of the value of the MBE/WBE subco- explanation and description of the work to be sublet must be	
The undersigned will enter into a formal agreement f MBE/WBE firms, conditioned upon performance as Con will do so within five (5) business days of receipt of a notice.  By:	tractor of a Contract with the Commission, and
FHP Tectonics Corp. d/b/a	
F.H. Paschen, S.N. Nielsen & Associates	
Name of Contractor (Print) August 1, 2003	Signature Robert F. Zitek, Vice-President
Date (773) 444-3474	Name (Print)
Phone	
IF APPLICABLE: N/A	
By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	

### **SCHEDULE E - Request for Waiver from MBE/WBE Participation**

Date: _		N/A
Public Richard 50 W.	S. Gujral, Executive Director Building Commission of Chicag I J. Daley Center Washington Street, Room 200 o, IL 60602	go
Dear M	fr. Gujral:	
RE:	Contract No.	_
	Project Title:	
MBE/V our atte such ef contract	WBE provisions of Section 23.6 empt to identify potential subcorforts have not been successful, at goal. These efforts are determined to the section of the	the undersigned hereby requests a waiver/partial waiver from the 01.8. The undersigned certifies that it/we has/have been diligent in tractors certified as MBE/WBE to perform work in this project, that and that it/we cannot meet the Minority/Women Business Enterprise scribed below and are consistent with the "Request for Waiver' as detailed in Section 23.01.8 as follows:
	, <u> </u>	no
Based	on the information provided abo	ove, we request consideration of this waiver request.
Sincere	ly,	
Signatu	ire	_
Print N	ame	
Title		
Name o	of Firm	

Complete this form by either typing or using black ink.

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	6	Use additional
PROJECT	Tri County	South Damen Ave	S. Campus Infrastr.	Life Safety	SW Service Expan	Amos Stagg H S	forms as needed
Contract With	CDB	CDOT	U of I Chicago	PBC	METRA	District 230	
Estimated Completion Date	November 2002	September 28, 2001	October 15,2003	December 2001	January 15, 2005	August 1, 2002	
Total Contract Price	\$5,657,872	\$11,229,488	\$4,953,824	\$1,847,000	\$22,797,000	\$18,811,000	SUB-TOTAL
Uncompleted Dollar Value	\$77,683	\$33,017	\$3,502,589	\$4,174	\$22,797,000	\$99,240	\$26,513,703.00
			İ				

### Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

		SUB-TOTALS
Excavating & Grading	\$1,750,000.00	\$1,750,000.00
PCC Base, C&G Paving		\$0.00
Bituminous Concrete Paving		\$0.00
Stabilized Base (BAM, CAM, PAM)		\$0.00
Aggregate Base and Fill		\$0.00
Foundation (Caisson & Pile)		\$0.00
Highway Structures	\$3,572,000.00	\$3,572,000.00
Sewer & Drain Structures		\$0.00
Painting		\$0.00
Pavement Marking		\$0.00
Signing		\$0.00
Landscaping		\$0.00
Demolition		\$0.00
Fencing		\$0.00
Others (List)		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

PART II CONTINUED ON NEXT PAGE

FORM NO. PA502

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

	1	2	3	4	5	6	SUB-TOTALS
Struct. Steel (Bldg.Const.)							\$0.90
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete	\$0.00	\$0.00	\$785,906		\$0.00		\$785,906.00
Fireproofing					į		\$0.00
Masonry							\$0.00
H.V.A.C.			!				\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and PlasterWork							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction					\$1,780,000.00		\$1,780,000.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$0.00	\$0.00	\$785,906.00	\$0.00	\$7,102,000.00	\$0.00	\$7,887,906.00

REMARKS:

List below the work, according to each contract on the preceeding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	1	2	3	4	5	6	TOTALS
Subcontractor	Bell Contract	S & J Construction	Prinmar Corporation	Comm / Dave Elec	Cabo Const.	Break Thru	
Type of Work	Excavation	Structural Steel	Excavation	Electrical	Sewer & Demo	Interior Demoliton	
Subcontract Price	\$680,688	\$1,458,160	\$528,595	\$1,222,268	\$4,400,000	\$272,801	
Amount Uncompleted	\$68,927	\$0	\$185,881	\$120	\$4,400,000	\$0	
Subcontractor	Black top & Son	Mega Steel	Cabo		Steppo Constr.	Dawn	
Type of Work	Paving	Reinforcing	Mauro Sewer		Steel	Utility	
Subcontract Price	\$336,218	\$924,451	\$436,763		\$1,300,000	\$61,000	
Amount Uncompleted	\$5,318	\$0	\$226,826		\$1,300,000	\$0	
Subcontractor	DeGraf	Certified Painting	James Michael			Crouch Walker	
Type of Work	Concrete Work	Painting	Landscaping			Masonry	
Subcontract Price	\$316,025	\$129,505	\$565,829		\$588,600	\$852,235	
Amount Uncompleted	\$0	\$0	\$531,272			\$0	
Subcontractor	ABC Roofing	Vixen	Reyes Group			Benchmark	
Type of Work	Roofing	Curb and Gutter	Paving			Drywall	
Subcontract Price	\$89,568	\$285,048	\$582,458			\$1,098,321	
Amount Uncompleted	\$0	\$0	\$474,260			\$0	
Subcontractor	мвв	Bigane	Architectural Sys			Just Rite	
Type of Work	Masonry	Asphalt Paving	Windows			Acoustic Ceiling	
Subcontract Price	\$575,000	\$173,998	\$425,000			\$327,702	
Amount Uncompleted	\$3,438	\$0	\$425,000			\$0	
Subcontractor	Bridgeport Steel	Brandenburg	City Lights			Cannon	
Type of Work	Structural Steel	Demolition	Electrical			Fire Protection	
Subcontract Price	\$161,500	\$1,190,500	\$846,985			\$263,975	
Amount Uncompleted	\$0	\$0	\$538,752			\$0	
Subcontractor	Monarch Construct	Case Foundation	Reese Recreation			Johnson Controls	
Type of Work	Paving	Caissons	Site Fruiture	_		Temp. Controls	
Subcontract Price	\$323,444	\$1,036,531	\$62,723	·		\$958,786	
Amount Uncompleted	\$0	\$0	\$56,384			\$22,765	
Subcontractor	Sebert Landscaping	Crackers East Corp	Aztec Fence			Венту Elec.	
Type of Work	Landscaping	Demoltion	Fence			Electrical	
Subcontract Price	\$260,707	\$185,820	\$74,570			\$4,162,016	
Amount Uncompleted	\$0	\$0	\$74,570			\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$1,758,850	\$1,527,830	\$300,000	\$410,000	\$9,995,000	\$6,653,164	
Amount Uncompleted	\$0	\$33,017	\$203,738	\$4,054	\$9,995,000	\$76,475	
Total Uncompleted	\$77,683.00	\$33,017.00	\$2,716,683.00	\$4,174.00	\$15,695,000.00	\$99,240.00	\$18,625,797.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates) 8725 West Higgins Rd., Suite 200 Chicago, IL 60631

Complete this form by either typing or using black ink.

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	7	8	9	10	11	12	Use additional
PROJECT	Carl Sandburg H S	Skyway Toll Bridge	So. Damen Ave. II	Senior Housing	Retaining Wall Repl	Road & Bridge Widen	forms as needed
Contract With	District 230	СДОТ	CDOT	СНА	ISTHA	ISTHA	
Estimated Completion Date	August 1, 2002	November 2001	July 28, 2002	December 15, 2001	November 1, 2001	November 23, 2004	
Total Contract Price	\$25,477,400	\$1,475,778	\$17,237,658	\$10,685,831	\$1,543,544	\$19,738,777	SUB-TOTAL
Uncompleted Dollar Value	\$117,890	\$11,000	\$76,000	\$840	\$3,685	\$19,738,777	\$19,948,192.00

### Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

			,	<u> </u>	SUB-TOTALS
Excavating & Grading	\$0.00	\$0.00	\$0.00	\$600,000.00	\$600,000.00
PCC Base, C&G Paving					\$0.00
Bituminous Concrete Paving					\$0.00
Stabilized Base (BAM, CAM, PAM)			-		\$0.00
Aggregate Base and Fill	\$0.00	\$0.00			\$0.00
Foundation (Caisson & Pile)	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7				\$0.00
Highway Structures		\$0,00	\$o	\$6,900,000.00	\$6,900,000.00
Sewer & Drain Structures	\$0.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00
Painting					\$0.00
Pavement Marking					\$0.00
Signing					\$0.00
Landscaping					\$0.00
Demolition	\$0.00		\$0.00		\$0.00
Fencing					\$0.00
Others (List)			:		\$0,00
					\$0.00
					\$0,00
					\$0.00
					\$0.00

PART II CONTINUED ON NEXT PAGE

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

Ţ.

(CONTINUED)							
	7	8	9	10	11	12	SUB-TOTALS
Struct. Steel (Bldg.Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bidg. Const.)							\$0.00
Miscellaneous Concrete		\$0	\$0.00		\$0.00		\$0.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and PlasterWork			\$				\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$0.00			\$0.00			\$0.00
Other Construction-Misc.						\$1,300,000.00	\$1,300,000.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
		*************	- 1	1			\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,875,000.00	\$8,875,000.00

REMARKS:

List below the work, according to each contract on the preceeding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	7	8	9	10	11	12	SUB-TOTAL
Subcontractor	Demoltion Unlimited	Edward Gillen	City Lights	Molter	Case Fund	Gillen Construction	
Type of Work	Interior Demoltion	Sheeting	Electrical	Masonry	Piling	Caissons	
Subcontract Price	\$178,686	\$140,000	\$566,884	\$700,000	\$150,000	\$1,750,000	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0	\$1,750,000	. ==-
Subcontractor	Dawn	Vixen	Tru-Link	Jaymor	Del Toro	Gateway Steel	
Type of Work	Utility	Curb & Gutter	Fence	Electrical	Landscaping	Reinforcing Erection	
Subcontract Price	\$122,367	\$22,221	\$34,888	\$1,953,008	\$37,710	\$550,000	
Amount Uncompleted	\$0	\$0	\$0	\$0	\$3,685	\$550,000	· · · · · · · · · · · · · · · · · · ·
Subcontractor	Crouch Walker	S & S Fence	Piranha	J A Interior	1	Cabo Construction	
Type of Work	Masonry	Fence	Paving	Painting		Sewer	
Subcontract Price	\$1,224,761	\$10,926	\$540,019	\$469,092		\$350,000	
Amount Uncompleted	\$2,802	\$0	\$0	\$0		\$350,000	
Subcontractor	Benchmark	Mega Steel	Concrete Repair	Jade			
Type of Work	Drywali	Reinforcing	Vixen	Carpentry			
Subcontract Price	\$1,851,887	\$33,297	\$33,074	\$400,000			
Amount Uncompleted	\$38,005	\$0	\$0	\$840			
Subcontractor	Just Rite	Industrial Const.	Certified	Bruno Francis			
Type of Work	Acoustic Ceiling	Structural Steel	Painting	Plumbing			
Subcontract Price	\$517,018	\$771,260	\$200,585	\$1,230,937			
Amount Uncompleted	\$32,550	\$0	\$0	\$0			
Subcontractor	Alliance Fire Protect		K-Five	Heat Master			
Type of Work	Fire Protection		Asphalt	Mechanical			
Subcontract Price	\$442,921		\$98,638	\$281,600			
Amount Uncompleted	\$1,433		\$0	\$0			
Subcontractor	Johnson Controls		Mega Steel	Guerra			
Type of Work	Temp, Controls		Reinforcing	Carpentry			
Subcontract Price	\$1,255,000		\$1,317,225	\$404,132	: !		
Amount Uncompleted	\$17,843		\$0	\$0		<u> </u>	
Subcontractor	MG Electric		Case	Sarowatz			
Type of Work	Electrical		Caissons / Sheeting	Windows			
Subcontract Price	\$5,400,932		\$1,423,385	\$770,500			
Amount Uncompleted	\$13,257		\$0	\$0			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$6,656,428	\$447,925	\$3,851,848	\$2,106,500	\$55,075	\$8,213,777	
Amount Uncompleted	\$12,000	\$11,000	\$76,000	\$0	\$0	\$8,213,777	
Total Uncompleted	\$117,890.00	\$11,000.00	\$76,000	\$840	\$3,685	\$10,863,777	\$11,073,192.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates) 8725 West Higgins Rd., Suite 200 Chicago, IL 60631

Complete this form by either typing or using black ink.

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	13	14	15	16	17	18	Use additional
PROJECT	Early Childhood Ctr	31st Street Bridge	Ronald McNair Sch	39th St. Bridge	Student Residence	Senior Housing-2	forms as needed
Contract With	Evanston/Skokie 230	CDOT	CPS	CDOT	U of I @ Chicago	СНА	
Estimated Completion Date	October, 2002	August 1, 2002	December 1, 2002	August 1, 2002	June 2003	March 15, 2003	
Total Contract Price	\$12,619,045	\$4,849,204	\$13,638,817	\$5,018,195	\$24,204,274	\$34,105,080	SUB-TOTAL
Uncompleted Dollar Value	\$17,820	\$90,000	\$2,981,175	\$20,000	\$5,813,892	\$5,918,977	\$14,841,864.00
					:		

### Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

		SUB-TOTALS
Excavating & Grading	\$0.00	\$0.00
PCC Base, C&G Paving		\$0.00
Binminous Concrete Paving		\$0.00
Stabilized Base (BAM, CAM, PAM)		\$0.00
Aggregate Base and Fill	\$0.00	\$0.00
Foundation (Caisson & Pile)		\$0.00
Highway Structures		\$0.00
Sewer & Drain Structures	\$0.00	\$0.00
Painting		\$0.00
Pavement Marking		\$0.00
Signing		\$0.00
Landscaping		\$0.00
Demolition	\$0.00 \$0.00	\$0.00
Fencing		\$0,00
Others (List)		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

PART II CONTINUED ON NEXT PAGE

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

Totals	\$0.00	\$0.00	\$237,000.00	\$0.00	\$1,393,000.00	\$211,000.00	\$1,841,000.00
· · · · · · · · · · · · · · · · · · ·							\$0.00
		<u> </u>			# P	<u>;</u>	\$0.00
Owner's Facilities							\$0.00
Other Construction-Pumps							\$0.00
Other Construction-Misc.	)						\$0.00
Building Construction	\$0.00	1817	\$237,000.00	\$0.00	\$1,393,000.00	\$211,000.00	\$1,841,000.00
Others (list) (Fabrication)						·	\$0.00
Miscellaneous Arch. Work	<u> </u>						\$0.00
Glazing and Caulking							\$0.00
Hollow Metal and Hardware							\$0.00
Ceiling Const.							\$0.00
Drywall and PlasterWork							\$0.00
Flooring & Tile Work							\$0.00
Roofing & Sheet Metal			<u> </u>			<u></u>	\$0.00
Plumbing							\$0.00
Electrical	1						\$0.00
Mechanical							\$0.00
H.V.A.C.							\$0.00
Masonry	}						\$0.00
Fireproofing							\$0.00
Miscellaneous Concrete			\$0	\$0.00			\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Steel (Bldg.Const.)							\$0.00
	13	14	15	16	17	18	SUB-TOTALS

REMARKS:

List below the work, according to each contract on the preceeding page, which you have subcontracted to others. DO NOT

include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

		İ	[···				
	13	14	15	16	17	18	SUB-TOTAL
Subcontractor	Cain	American Demo.	Garth Larmco	Cabo	Midwest Rem	K. Bailey	
Type of Work	Millwork	Demolition	Masonry	Sewer Work	Excavation	General Hoisting	
Subcontract Price	\$362,258	\$257,300	\$3,453,000	\$441,759	\$864,736	\$1,744,334	
Amount Uncompleted	\$0	\$0	\$23,210	\$0	\$7,251	\$59,593	
Subcontractor	Prinmar	Delgado Steel Erect	Composite Steel	Delgado Steel Erec	DeGraf	F&B Masonry	
Type of Work	Excavation	Steel Erection	Steel	Steel Erection	Concrete	Masonry	
Subcontract Price	\$705,170	\$283,938	\$533,154	\$241,166	\$2,172,504	\$2,050,000	
Amount Uncompleted	\$0	\$0	\$56,409	\$0	\$82,701	\$481,971	
Subcontractor	Bridgeport	Bigane Paving	Sherry - K	Highway Safety	Midstates	Lupo	-
Type of Work	Steel	Bituminous	Concrete	Traffic Control	Precast	Masonry	
Subcontract Price	\$1,138,158	\$48,256	\$651,469	\$327,913	\$46,430	\$1,475,805	
Amount Uncompleted	\$0	\$0	\$8,983	\$0	\$0	\$843,000	
Subcontractor	Toushall Eng.	Gateway Erectors	R D Roman	Capricorn	Bridgeport Steel	JADE Const.	
Type of Work	Aluminum Facia	Reinf. Steel Erect.	Тептаддо	Signage	Steel	Carpentry	
Subcontract Price	\$460,000	\$173,110	\$450,000	\$15,228	\$3,718,463	\$1,452,246	
Amount Uncompleted	\$1,000	\$0	\$264,338	\$0	\$117,146	\$387,738	
Subcontractor	Anderson/Shaw	Marking Spec.	Nelson Fire Protect	City Lights	Sager	Guerra Const.	
Type of Work	Roofing	Pavement Marking	Fire Protection	Electrical	Sealant	Drywall	
Subcontract Price	\$346,755	\$17,110	\$169,000	\$411,960	\$75,923	\$1,206,690	
Amount Uncompleted	\$0	\$0	\$39,000	\$0	\$55,641	\$352,102	
Subcontractor	Front Runner	Highway Safety	Ortiz Mechancial	Bigane	Lake County Glass	FEL Service	
Type of Work	Curtain Wall	Traffic Control	HVAC	Paving	Windows	Windows	
Subcontract Price	\$995,760	\$294,984	\$1,650,000	\$120,885	\$905,447	\$950,000	
Amount Uncompleted	\$0	\$0	\$124,525	\$0	\$563,228	\$929,710	
Subcontractor	James Anderson	Western Remac	A & C Electrical	Mitchelle Steel	ThyssenKrupp	Sonak	-
Type of Work	HVAC	Signage	Electrical	Reinforcing Steel	Elevator	Electric	
Subcontract Price	\$1,218,608	\$99,350	\$1,401,101	\$116,677	\$259,130	\$2,444,480	
Amount Uncompleted	\$0	\$0	\$186,906	\$0	\$84,343	\$764,220	
Subcontractor	Millennium Piping	City Lights	Alexander Gammie	American Demo	RES	ACE Mechanical	
Type of Work	Plumbing	Electrical	Plumbing	Demolition	Environmental	HVAC	
Subcontract Price	\$484,122	\$741,579	\$727,180	\$221,150	\$150,000	\$988,879	
Amount Uncompleted	\$0	\$0	\$204,636	\$0	\$24,500	\$96,109	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	-
Subcontract Price	\$5,380,240	\$350,000	\$3,267,188	\$384,549	\$10,429,040	\$4,560,000	
1							· · · · · · · · · · · · · · · · · · ·
Amount Uncompleted	\$16,820	\$90,000	\$1,836,168	\$20,000	\$3,486,082	\$1,793,534	

#433/441/442

I, being duly swom, 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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates) 8725 West Higgins Rd., Suite 200 Chicago, IL 60631

FORM NO. PA502 Page 3 of 3

Complete this form by either typing or using black ink.

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	19	20	21	22	23	24	Use additional
PROJECT	Plant Upgrades	Jackson Platform	Egan Control Bldg.	Hanover Pk. Plant	New Simeon School	Sr. Housing 01083-2	forms as needed
Contract With	MWRD of GC	CDOT	MWRD of GC	MWRD of GC	CPS	СНА	
Estimated Completion Date	February, 2003	July, 2004	January, 2003	October, 2002	April, 2004	June, 2003	
Total Contract Price	\$2,527,000	\$16,878,000	\$1,149,000	\$743,352	\$35,650,114	\$20,517,000	SUB-TOTAL
Uncompleted Dollar Value	\$1,136,446	\$10,673,780	\$308,799	\$49,451	\$11,961,224	\$5,772,724	\$29,902,424.0

### Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture,

list only that portion of the work to be done by your company.

	SUB-TOTALS
Excavating & Grading	\$0.00
PCC Base, C&G Paving	\$0,00
Bituminous Concrete Paving	\$0.00
Stabilized Base (BAM,CAM,PAM)	\$0.00
Aggregate Base and Fill	\$0.00
Foundation (Caisson & Pile)	\$0.00
Highway Structures	\$0.00
Sewer & Drain Structures	\$0.00
Painting	\$0.00
Pavement Marking	\$0.00
Signing	\$0.00
Landscaping	\$0.00
Demolition.	\$0.00
Fencing	\$0.00
Others (List)	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

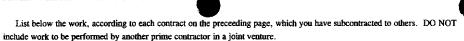
PART II CONTINUED ON NEXT PAGE

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

(CONTINUED)	10	20	21	22	22	24	
	19	20	21	22	23	24	SUB-TOTALS
Struct. Steel (Bldg.Const.)							\$0.00
Ornamental Steel (Bidg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete			-				\$0.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywail and PlasterWork							\$0,00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$252,000.00	\$924,638.00	\$0.00	\$0.00	\$3,250,000.00	\$1,556,000.00	\$5,982,638.00
Other Construction-Misc.						,	\$0.00
Other Construction-Pumps					1		\$0.00
Owner's Facilities							\$0.00
<u> </u>							\$0.00
				!			\$0.00
Totals	\$252,000.00	\$924,638.00	\$0.00	\$0.00	\$3,250,000.00	\$1,556,000.00	\$5,982,638.00

REMARKS:



No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

			r	r		<del>,</del>	
	19	20	21	22	23	24	SUB-TOTAL
Subcontractor	Hanrahan	Gonzales Const.	мсј	Hanrahan	DeGraf	Aubum	
Type of Work	Excavation	Structural	Demolition	Excavation	Concrete	Window	
Subcontract Price	\$120,540	\$1,714,804	\$38,160	\$32,155	\$2,436,907	\$966,923	
Amount Uncompleted	\$0	\$935,986	\$0	\$0	\$321,723	\$180,772	
Subcontractor	Arrow Conc	Zielke Masonry	Daker	RES	ALL	Burns	
Type of Work	Concrete	Masonry	Equipment	Environmental	Masonry	Plumbing	
Subcontract Price	\$268,807	\$675,340	\$79,194	\$151,000	\$7,037,438	\$1,127,855	
Amount Uncompleted	\$2,217	\$399,640	\$0	\$30,895	\$1,360,000	\$557,915	
Subcontractor	MPZ Masonry	Internation Marble	MPZ	Bane Nelson	Accurate	Ortiz Mechanical	
Type of Work	Masonry	Stone	Masonry	Equip. Supply	Window Guards	Mechanical	
Subcontract Price	\$57,500	\$700,000	\$23,350	\$59,000	\$110,000	\$1,008,000	
Amount Uncompleted	\$17,250	\$458,050	\$0	\$0	\$85,000	\$82,000	
Subcontractor	K & K Iron	Meccor Ind.	Wilkin	Northwestern	James Anderson	F&B Masonry	
Type of Work	Miscellaneous Met	Misc. Metal	Spray Fire Proof.	Piping	HVAC	Masonry	
Subcontract Price	\$77,700	\$726,230	\$6,210	\$99,068	\$3,570,000	\$1,364,000	
Amount Uncompleted	\$10,238	\$641,164	\$0	\$4,954	\$406,758	\$171,970	
Subcontractor	Adler Roofing	Divane Bros.	Guerra	Lindahl	Bruckner & Son	ЛN	
Type of Work	Roofing	Electrical	Carpentry	Diving	Plumbing	Electrical	
Subcontract Price	\$151,000	\$7,595,000	\$152,383	\$2,600	\$1,638,017	\$1,874,550	
Amount Uncompleted	\$72,135	\$6,986,425	\$9,883	\$0	\$326,710	\$798,256	
Subcontractor	Pinto	ERA Valdiva	Schindler	WT Mechanical	Chicago Arch.	Ojeda	_
Type of Work	Drywall	Painting	Elevator	Mechanical	Window	Drywall	
Subcontract Price	\$250,805	\$274,950	\$45,000	\$23,500	\$1,713,170	\$312,301	
Amount Uncompleted	\$196,940	\$84,950	\$9,000	\$2,350	\$666,956	\$113,424	
Subcontractor	Ortiz	Ortiz	Synergy Mech.	MG Electric	M G Electric	ERA	
Type of Work	Mechanical	Mechanical	Mechanical	Electrical	Electrical	Painting	
Subcontract Price	\$258,000	\$125,841	\$265,000	\$63,252	\$4,280,439	\$876,821	
Amount Uncompleted	\$104,305	\$104,933	\$36,250	\$11,252	\$1,257,000	\$254,710	
Subcontractor	M G Electric	Alexander Gammi	Cable Comm	Wolf Electric	Hopkins	Bilt Rite	
Type of Work	Electrical	Plumbing	Electrical	Elec. Supply	Site Utility	Flooring	
Subcontract Price	\$501,231	\$137,994	\$197,192	\$40,000	\$686,971	\$146,719	
Amount Uncompleted	\$187,993	\$137,994	\$666	\$0	\$119,749	\$112,275	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	
Subcontract Price	\$310,368	<b>\$436,35</b> 0	\$328,000	\$260,000	\$16,953,500	\$7,553,402	\$25,841,620.00
Amount Uncompleted	\$293,368	\$0	\$253,000	\$0	\$4,167,328	\$1,945,402	\$6,659,098.00
Total Uncompleted	\$884,446	\$9,749,142	\$308,799	\$49,451	\$8,711,224	\$4,216,724	\$23,919,786.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates) 8725 West Higgins Rd., Suite 200 Chicago, IL 60631

FORM NO. PA502 Page 3 of 3

Complete this form by either typing or using black ink.

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	25	26	27	28	29	30	Use additional
PROJECT	Cooling Lagoon	River Walk Dev.	Clark & Irving	Commercial @100	Relocation-Util	Тогтепсе Ave	forms as needed
Contract With	Northwestern Univ	CDOT	СНА	CDOT	MWRD of GC	CDOT	
Estimated Completion Date	Janurary 31, 2003	August 2002	August 15, 2003	November, 2002	March 1, 2004	June 1, 2003	
Total Contract Price	\$5,715,720	\$817,154	\$15,344,348	\$1,562,730	\$2,918,000	\$14,677,261	SUB-TOTAL
Uncompleted Dollar Value (Prime)	\$5,057,070	\$817,154	\$6,751,581	\$0	\$2,918,000	\$1,866,390	\$17,410,195.00
Uncompleted Dollar Value (Sub)				\$10,000			

### Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including

all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture,

list only that portion of the work to be done by your company.

						SUB-TOTALS
Excavating & Grading	\$2,666,266.00			\$400,000.00	-	\$3,066,266.00
PCC Base, C&G Paving		\$42,000.00				\$42,000.00
Bituminous Concrete Paving	!					\$0.00
Stabilized Base (BAM, CAM, PAM)						\$0.00
Aggregate Base and Fill						\$0.00
Foundation (Caisson & Pile)						\$0.00
Highway Structures		\$365,187.00	\$10,000.00		\$0.00	\$375,187.00
Sewer & Drain Structures						\$0.00
Painting						\$0.00
Pavement Marking						\$0.00
Signing		and a selection of the				\$0.00
Landscaping					_	\$0.00
Demolition	\$185,515.00			\$0.00		\$185,515.00
Fencing						\$0.00
Others (List)						\$0.00
						\$0.00
						\$0.00
			and the same of th			\$0.00
						\$0.00

PART II CONTINUED ON NEXT PAGE

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

(CONTINUED)	25	26	27	28	29	30	SUB-TOTALS
	2.3	20	27				
Struct. Steel (Bldg.Const.)							\$0.00
Ornamental Steel (Bldg. Const.)				i			\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete			-		\$475,000.00		\$475,000.00
Fireproofing							\$0.00
Маѕонгу							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal					•		\$0.00
Flooring & Tile Work							\$0.00
Drywall and PlasterWork							\$0.00
Ceiling Const.			İ		!		\$0.00
Hollow Metal and Hardware							\$0.00
							\$0.00
Glazing and Caulking							
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction			\$1,921,484.00				\$1,921,484.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$2,851,781.00	\$407,187.00	\$1,921,484.00	\$10,000.00	\$875,000.00	\$0.00	\$6,065,452.00

REMARKS:

List below the work, according to each contract on the preceeding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

	25	26	27	28	29	30	SUB-TOTAL
Subcontractor	Piling	Wheeler Consolid.	K. Bailey		Reyes Group	Aldridge	
Type of Work	Gillen	Bridge Fab.	Hoisting		Concrete Work	Electrical	
Subcontract Price	\$1,575,320	\$131,880	\$978,360		\$576,500	\$1,317,249	•
Amount Uncompleted	\$990,820	\$131,880	\$638,947		\$576,500	\$355,003	
Subcontractor	Illinois Livingston		RES			Benchmark	
Type of Work	Electrical		Environmental			Sewer & Water	
Subcontract Price	\$3,014		\$353,834			\$3,980,039	
Amount Uncompleted	\$3,014		\$58,314		\$0	\$669,939	
Subcontractor			F&B Masonry	i		Mega	
Type of Work			Masonry			Reinforcing Steel	_
Subcontract Price			\$2,691,274			\$17,761	
Amount Uncompleted			\$1,142,560			\$0	
Subcontractor			ERA			ACCI	
Type of Work			Painting			Pavement Mrkg.	
Subcontract Price			\$610,000			\$81,119	
Amount Uncompleted			\$436,600			\$2,250	
Subcontractor			Aquamist			Conte	
Type of Work			Plumbing			Environmental	
Subcontract Price			\$391,500			\$1,302,668	
Amount Uncompleted			\$250,125			\$121,472	
Subcontractor			Ace			Reyes Group	
Type of Work			HVAC			Paving	=
Subcontract Price			\$480,272			\$977,942	
Amount Uncompleted			\$302,000			\$174,603	
Subcontractor			Burns			PreStressing Eng.	
Type of Work			Plumbing			Precast	
Subcontract Price			\$27,317			\$629,670	
Amount Uncompleted			\$0		<u> </u>	\$4,996	
Subcontractor			Sonak			McCann Lawn	
Type of Work			Electrical			Sprinklers	
Subcontract Price			\$815,000			\$78,000	
Amount Uncompleted			\$500,460			\$78,000	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Sub	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$1,211,455	\$278,087	\$4,294,251		\$1,466,500	\$2,950,000	\$10,200,293.00
Amount Uncompleted	\$1,211,455	\$278,087	\$1,501,091	\$0	\$1,466,500	\$460,127	\$4,917,260.00
Total Uncompleted	\$2,205,289	\$409,967	\$4,830,097	\$0	\$2,043,000	\$1,866,390	\$11,354,743.00

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.

See Last Page for Signature

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates) 8725 West Higgins Rd., Suite 200 Chicago, IL 60631

FORM NO. PA502 Page 3 of 3

Complete this form by either typing or using black ink.

### PART 1. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	31	32	33	34	35	Pending	Use additional
PROJECT	Mega Fuel Site	Harrison St. Curve	Skyway 106th St	Skyway106th St.S.	District 10 Police	Elev.Parking Garage	forms as needed
Contract With	DGS -	СТА	CDOT	CDOT	PBC	CDOA	
Estimated Completion Date	February 2003	September 30, 200	December 2002	November 2002	December 15, 2003	December, 2004	
Total Contract Price	\$1,796,000	\$7,924,000	\$3,017,339	\$1,822,042	\$13,194,000	\$61,720,000	SUB-TOTAL
Uncompleted Dollar Value	\$675,120	\$6,139,375	\$119,167	\$84,471	\$13,194,000	\$61,720,000	\$81,932,133.00
					Total Value o	f All Work	\$190,558,511

### Part II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

list only that portion of the work to be done by your company.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture,

					SUB-TOTALS
Excavating & Grading	\$27,000.00				\$27,000.00
PCC Base, C&G Paving					\$0.00
Bituminous Concrete Paving					 \$0.00
Stabilized Base (BAM, CAM, PAM)					\$0.00
Aggregate Base and Fill			_		\$0.00
Foundation (Caisson & Pile)					\$0.00
Highway Structures		\$2,274,000.00	\$40,000.00	\$25,000.00	\$2,339,000.00
Sewer & Drain Structures					\$0.00
Painting					\$0.00
Pavement Marking					\$0.00
Signing	,				\$0.00
Landscaping					\$0.00
Demolition					\$0.00
Fencing				,	\$0.00
Others (List)					 \$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

PART II CONTINUED ON NEXT PAGE

### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

(CONTINUED)

(CONTINUED)	[	- <del></del> -					
	31	32	33	34	Pending		SUB-TOTALS
Struct. Steel (Bldg.Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)			_			:	\$0.00
Miscellaneous Concrete						\$7,500,000.00	\$7,500,000.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.	•						\$0,00
Mechanical					ļ		\$0.00
Electrical							\$0.00
Plumbing		********					\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and PlasterWork							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking		a.					\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction	\$63,000.00				\$4,500,000.00	\$2,000,000.00	\$6,563,000.00
Other Construction-Misc.							\$0,00
Other Construction-Pumps							\$0.00
Owner's Facilities					İ		\$0.00
							\$0.00
							\$0.00
Totals	\$90,000.00	\$2,274,000.00	\$40,000.00	\$25,000.00	\$4,500,000.00	\$9,500,000.00	\$16,429,000.00

REMARKS:

List below the work, according to each contract on the preceeding page, which you have subcontracted to others. DO NOT

include work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending.

If no work is subcontracted to others, show NONE.

					1	<b>.</b>	
	31	32	33	34	35	Pending	SUB-TOTAL
Subcontractor	Tortorello	Gonzales Const.	Mega Steel	RJ Rebar	Chgo Arch Window		<u> </u>
Type of Work	Sprinkler	Steel Const M.	Reinforcing Steel	Reinforcing Steel	Glass/Glazing		
Subcontract Price	\$11,800	\$1,915,000	\$189,003	\$42,877	\$260,000		
Amount Uncompleted	\$11,800	\$1,870,458	\$57,000	\$0	\$260,000		
Subcontractor	Srping Monn	Aldridge Elec.	Cabo	Cabo	Shamrock		
Type of Work	Sign	Electrical	Sewer, Excavation	Sewer, Excavation	Landscaping		
Subcontract Price	\$2,200	\$620,000	\$349,776	\$226,619	\$400,000		
Amount Uncompleted	\$2,200	\$395,000	\$0	\$0	\$400,000		
Subcontractor	Franks	Aldridge Electric	E. Gillen	E. Gillen	Bridgeport Steel		
Type of Work	Landscape	Caissons	Piling	Piling	Steel		
Subcontract Price	\$53,000	\$67,490	\$463,333	\$375,417	\$625,000		
Amount Uncompleted	\$53,000	\$34,917	\$1,043	\$43,000	\$625,000		
Subcontractor	Larmco	Eva Valdivia		ACC	Chakra		
Type of Work	Masonry	Painters	Asphalt Paving	Paving Marking	Drywali		
Subcontract Price	\$30,600	\$65,000	\$8,168	\$10,957	\$1,125,000		•
Amount Uncompleted	\$0	\$65,000	\$8,168	\$5,371	\$1,125,000		
Subcontractor	Jermey	Swanson		Bridgeport Steel	US Masonry		
Type of Work	Carpentry	Track Work	Landscaping	Steel	Masonry		
Subcontract Price	\$15,100	\$1,500,000	\$4,885	\$104,384	\$1,550,000		<del></del>
Amount Uncompleted	\$3,020	\$1,500,000	\$4,885	\$11,100	\$1,550,000		
Subcontractor	ERA		RJ Rebar				
Type of Work	Painting		Reinforcing				
Subcontract Price	\$8,800		\$119,807				
Amount Uncompleted	\$8,800		\$8,071				
Subcontractor	Ornelas						<u> </u>
Type of Work	Mechanical						
Subcontract Price	\$961,731						
Amount Uncompleted	\$336,987						
Subcontractor	Jaymor						
Type of Work	Electrical						
Subcontract Price	\$143,900						
Amount Uncompleted	\$71,950						1
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Sub-	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$300,000		\$58,318	\$42,000	\$4,734,000	1	\$57,354,318.00
Amount Uncompleted	\$97,363		\$0	\$0	\$4,734,000		\$57,051,363.00
Total Uncompleted	\$585,120,00	\$3,865,375.00	\$79,167	\$59,471	\$8,694,000		\$65,503,133.00
					20,55 .,000		,,

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL unambieted 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.

Subcribed and swom to before me

this 3rd day of March, 2003

My Commission Expires. 4-2

Scott F. Poremba, President

FHP Tectonics Corp. (also d.b.a. F.H. Paschen/S.N. Nielsen & Associates)

8725 West Higgins Rd., Suite 200

Chicago, IL 60631

OFFICIAL SEAL
KATHLEEN H. BRANDT
NOTARY PUBLIC, STATE OF ILLINOIS
FORM NO. PASPANY COMMISSION EXPIRES 4-29-2007

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

### **Affidavit Of Local Business**

SIA	IE OF ILLINOIS	} a cc	
COU	NTY OF COOK	}	
s	cott F. Poremba	, being first duly sworn, deposes and	says that:
1.	He/Show is		
<del></del>	Presiden	<u>t</u>	
•	ner, Partner, Officer)		
of F	HP Tectonics Co	rp. d/b/a F.H. Paschen, S.N. Nie	lsen & Associates
		t has submitted the attached Bid);	
	Bidder, or partner with a "Local Business" : Conditions (Book 1).	at least 50% interest in joint venture Bidder, as defined by the provisions of Section 21.1	[X] is [] is not 8 of the Standard Terms and
3.	Bidder, or partner with have business location	at least 50% interest in joint venture Bidder, soutside the corporate limits of the City of Chic	[x] does [] does not cago.
	If other business locat	ons exist, provide business addresses and phone	numbers:
	505 Harrison	St., West Lafayette, IN	
	12531 <u>Imperi</u>	al High, Bldg. F-106, Santa Fe Sp	orings, CA 90670
	4887 Ronson	Court, Suite A, San Diego, CA 92	111
	(insert number) regu	th at least 50% interest in joint venture Bidde lar full-time people, <u>172</u> (insert number corporate limits of the City of Chicago.	er, currently employs 282 er) of whom work at busines
	Bidder, or partner(s) v subject to City of Chic	rith at least 50% interest in joint venture Bidder, ago taxes.	[x] is [] is not
	lus y	President	
(Sig	ned) Scott F. Po		
Sub	scribed and sworn to b	efore me this <u>21st</u> day of <u>July</u>	, 20 <u>03</u>
W	Went Band	<u> </u>	
(Sig	nature)	(SOFFICIAL SEAL	<b>~~~</b> }
	Notary Public	KATHLEEN H. BRAND NOTARY PUBLIC, STATE OF ILLI	ot { Hois {
(Titl	le) Commission expires:	April 29, 2007	

Contract No. 1314

### **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.	
	FHP Tectonics Corp. d/b/a
Bidder	F.H. Paschen, S.N. Nielsen & Associates
Submitted By	Scott F. Poremba
Title	President
	O'Hare Plaza,
Permanent Main Office Address	8725 W. Higgins, Suite 200, Chicago, IL
Local Address	Same As Above
Local Telephone No. and FAX No.	(773) 444-3474 / (773) 693-0064
How many years operating as contractor for work	of this nature? 26
List of recently completed contracts of similar dol	llar value and scope of work. See Attached List

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

# F. H. PASCHEN PROJECTS COMPLETED - SIMILAR SCOPE

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Student Residential Apt Bldg.  "A," University of IL @ Chicago Campus Chicago, IL Contract No. 698-700-99 Job No. 426	Trustees of the University of IL Office of the Vice Chancellor 1140 South Paulina Street Chicago, IL 60612-7217 James S. Gimpel, FAIA South Campus Development Team 1401 S. Halsted, Chicago 60607 312-850-8330	Solomon Cordwell Buenz & Associates, Inc. 625 N. Michigan Avenue Chicago, IL 60611 Ed Williams, Vice Pres. Peter Korovessis, Arch. 312-896-1111	\$32,689,155	October 2001 June 2003
New Ronald E. McNair Elem. School 4829 W. Walton Avenue Chicago, IL 60651 CPS Contract No. 328360 PBC Contract No. 1262, CPS-08 Job No. 415	Public Building Comm. of Chicago For Chicago Public Schools 125 S. Clark St., 16 <sup>th</sup> Floor Chicago, II 60603 Gary Jung 773-553-3216 Patricia Lombardo 312-744-2090	Parkman & Weston, Ltd. 53 W. Jackson Blvd, Ste. 1456 Chicago, IL 60604 Larry Parkman 312-939-7870 and Vistara Construction Services 728 W. Jackson, Suite 402 Chicago, IL 60661 Joe Maziere	\$13,604.00	March 2002 May 2003
Amos Alonzo Stagg High School "Schools of Thought" Addition & Renovation 8015 111th Street Palos Hills, IL Contract No 003-1703 Job No. 398	Consolidated High School District 230 (CHSD 230) 15100 S. 94th Avenue Orland Park, IL 60462 Robert T. Hughes, Director 708-745-5237 Jacobs Facilities, Inc., Const. Mgr. 222 S. Riverside Plaza, 14th Floor Chiago, IL 60606-5808 John Szott, Construction Mgr. 708-361-1062	VOA & Associates 224 S. Michigan Ave., Ste. 1400 Chicago, IL 60604-2495 Dennis O'Malley 312-554-1400	\$17,095,006	March, 2001 July, 2002

# F. H. PASCHEN PROJECTS COMPLETED - SIMILAR SCOPE

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Carl Sandburg High School "Schools of Thought" Addition & Renovation 13300 S. LaGrange Rd. Orland Park, IL Contract No 002-1702 Job No. 399	Consolidated High School District 230 (CHSD 230) 15100 S. 94 <sup>th</sup> Avenue Orland Park, IL. 60462 Robert T. Hughes, Director 708-745-5237	VOA & Associates 224 S. Michigan Ave., Ste. 1400 Chicago, IL. 60604-2495 Dennis O'Malley 312-554-1400	\$22,073,345	March, 2002 June, 2002
	Jacobs Facilities, Inc., Const. Mgr. 222 S. Riverside Plaza, 14 <sup>th</sup> Floor Chiago, IL 60606-5808 John Szott, Construction Mgr. 708-361-1062			
Early Childhood / Administration Center 1500 McDaniel Evanston, IL 60201 Job No. 423	Evanston/Skokie School Dist. 65 Office of Facilities & Services 1314 Ridge Avenue Evanston, IL 60201 Mr. Larry Shanok, CFO	Cannon Design One North Franklin, Suite 725 Chicago, IL 60606 Mr. Brian Jack 312-346-2270	\$12,021,671	July, 2001 September, 2002
	Owner's Representative: Owner's Service Group, Inc. 325 W. Huron Ave., Suite 408 Chicago, IL. 60610 Mr. Lee Johler – 630-916-7500			
West Campus Cogeneration Facility 1717 W. Taylor Street Chicago, Illinois UIC Project No. 921-512-98 Job No. 349	The Board of Trustees of the University of Illinois at Chicago Facilities Management, Physical Plant Department M/C 270 Chicago, IL 60607 Mr. Ken Buric, Director 312-996-4455	Stanley Consultants, Inc. 8501 W. Higgins Rd., Ste. 730 Chicago, IL 60631 Mr. Gary Phillips 773-693-9624	\$5,781,000	February, 2000 October, 2001
Chicago Vocational Career Academy 2100 E. 87th Street Chicago, IL Contract No. 162073 Job No. 322	Board of Education of Chicago 125 S. Clark Street Chicago, IL 60603 Mr. John Moore 773-535-7879	Harry Weese & Associates 10 W. Hubbard Street Chicago, IL 60620 Mr. David Broz	\$6,018,033	August, 1998 August, 1999

### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1314

### 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:	
• •	FHP Tectonics Corp. d/b/a
(a) Corporation Name	F.H. Paschen, S.N. Nielsen & Associates
(b) State and City in which incorporated	Illinois, Chicago
(c) If incorporated in another state, is firm a	uthorized to do business in the State of Illinois?
Yes No	
(d) Name and address of registered agent in	Illinois
Burke Burns & Pinelli, Ltd., Three First Nat	ional Plaza, Ste. 3910, Chicago, IL 60602 Sign contracts See Attached Corporate Resolution
(e) Ivallies and titles of officers authorized w	sign contracts Dee Accdoned Corporate Horotage
Name	Title
Name	Title
If submitted by a partnership: n/a  (a) Firm Name (b) Official Address (c) Names of all Partners:  If submitted by an individual: n/a	
II out micros of an intervious.	
(a) Firm Name	
(b) The Owner	
(c) Official Address	
Signature of Affiant Scott F. Poremba	
Subscribed and sworn to before me this 21st	day ofJuly2003
Carllen H.Banat	(SEAL)
Notary Public My Commission expires: April 29, 2007	OFFICIAL SEAL KATHLEEN H. BRANDT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-29-2007

### **CERTIFICATE**

I do hereby certify that the following is a true, complete and correct copy of a resolution adopted by the Board of Directors of said Corporation pursuant to a Consent, dated May 1, 2002, signed by all of said Directors:

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

Frank H. Paschen

Chairman, Director, Chief Executive Officer

Jack Spiro Dibie Scott F. Poremba Director, Vice Chairman, Treasurer President, Chief Operating Officer

Timothy J. Pearson

Senior Vice President, Chief Financial Officer, Secretary

Joseph V. Scarpelli

**Executive Vice President** 

W. Mark Barkowski James V. Blair Robert F. Zitek

Vice President Vice President

Vice President

Carol Einfalt

Assistant Secretary

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Corporate seal of said Corporation, this 23<sup>rd</sup> day of May, 2003.

Secretary

State of Illinois County of Cook

Subscribed and sworn to before me this 23<sup>rd</sup> day of May, 2003

OFFICIAL SEAL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-29-2007

### DISCLOSURE OF RETAINED PARTIES

### A. <u>Definitions and Disclosure Requirements</u>

- 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.

This Disclosure relates to the following transaction: General Construction

В.	Certification

1.

Contractor hereby cert	ities as	follows:
------------------------	----------	----------

New Construction - West Pullman Branch Library	Description or goods or services to be provided under Contract: 1314	
	New Construction - West Pullman Branch Library	

- 2. Name of Contractor: FHP Tectonics Corp. d/b/a F.H. Paschen, S.N. Nielsen & Associates
- 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, Subconctractor, etc.)	Fees (indicate whether paid or estimated)
See Attached List			

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

### DISCLOSURE OF RETAINED PARTIES

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 as necessary. NOTE: You must include information about certified MBE/WBE's you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

NAME:	Material Service Co.	
ADDRESS:	47 <sup>th</sup> & Plainfield	
	McCook, Quarry, Ill.	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	R.I. Busse	
ADDRESS:	P.O. Box 1227	
	Elk Grove, Ilinois	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	Cozzi Iron & Steel	
ADDRESS:	Blue Island & Island	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	Waste Management	
ADDRESS:	138th Bishop Ford Expressway	
	Calumet City, IL 60409	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	Congress Development	
ADDRESS:	11700 31st Street	
	Westchester, IL 60153	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	Myer Material	
ADDRESS:	10501 N. Route 31	
	Algonquin, IL 60102	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	Sexton	
ADDRESS:	1815 S. Wolf Road	
	Hillside, IL 60162-2195	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	
NAME:	Laraway RFD	
ADDRESS:	21101 W. Laraway Road	
•••	Elwood, IL. 60421	
RELATIONSHIP:	Potential Dump Site	
FEES:	\$ 5,000.00 Estimated	

### DISCLOSURE OF RETAINED PARTIES

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 as necessary. NOTE: You must include information about certified MBE/WBE's you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

NAME:	Bridgeport Steel Sales, Inc.
ADDRESS:	2730 S. Hillock Ave., Chicago,
ADDRESS.	IL 60608
RELATIONSHIP:	Sub-Contractor
FEES:	\$165,000.00 Estimated
rees.	\$105,000.00 Estimated
NAME:	Cabo Construction Corp.
ADDRESS:	419 W. 38 <sup>th</sup> St., Chicago, IL
ADDRESS.	60609
RELATIONSHIP:	Sub-Contractor
FEES:	\$240,000.00 Estimated
1000.	
NAME:	F&B Construction Services, Inc.
ADDRESS:	7953 S. King Dr., Chicago, IL
	60619
RELATIONSHIP:	Sub-Contractor
FEES:	\$455,000.00 Estimated
NAME:	Jade Carpentry Contractors, Inc.
ADDRESS:	6547 N. Avondale, Chicago, IL
	60631
RELATIONSHIP:	Sub-Contractor
FEES:	\$212,000.00 Estimated
NAME:	Pagoda Electric, Inc.
ADDRESS:	3610 Edgewater Dr., Hazel Crest,
	IL 60429
RELATIONSHIP:	Sub-Contractor
FEES:	\$200,000.00 Estimated
NAME.	
NAME: ADDRESS:	
RELATIONSHIP:	
FEES:	
I DLO.	
NAME:	
ADDRESS:	
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ADDRESS:	
RELATIONSHIP:	

#### 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, 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.

hat find	August 18, 2003
Signature	Date
Scott F. Poremba	President
Name ( Type or Print)	Title

Subscribed and sworn to before me

this 18th day of August 20 03

Allew Frank

OFFICIAL SEAL
KATHLEEN H. BRANDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4: 21-207

"Issued in Duplicate"

# PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1314

PERFORMANCE AND PAYMENT BOND

Contract No. 1314

Bond No. SZ5912 & 929294281

KNOW ALL MEN BY THESE PRESENTS, that we, FHP Tectonics Corporation d/b/a FH Paschen/SN
Nielsen & Associates, a corporation organized and existing under the laws of the State of Illinois, with
<u>Nieisen &amp; Associates</u> , a corporation organized and existing under the laws of the State of <u>rinnols</u> , with
offices in the <u>City of Chicago</u> , State of <u>Illinois</u> , as <u>Corporate</u> Principal, and
St. Paul Fire and Marine Insurance Company* &
Continental Casualty Company **
a corporation organized and existing under the laws of the State of Mirnesota, with offices in the State of
* Illinois *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Four Million Two Hundred Thirty Seven Thousand
Dollars and No Cents (\$4,237,000.00) for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.
The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated August 12, 2003, for the fabrication, delivery, performance and
installation of

West Pullman Branch Library, New Construction 830 West 119<sup>th</sup> Street, Chicago, Illinois

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

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



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

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

It is expressly understood and agreed that this Bond, in the penal sum of <u>Four Million Two Hundred Thirty</u> <u>Seven Thousand Dollars and No Cents (\$4,237,000.00)</u>, 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. 1314

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this Argust 15, 2003, 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:		
	V	BY	(Seal)
	Name	Individual Principal	
			(Seal)
	Business Address	Individual Principal	
	City State	Partner	
	CORPORATE SEAL		
	ATTEST:	FHP Tectonics Corporation d/b/a	FH Paschen/SN
ر آ		Nilesen & Associates	1
·		Corporate Principal	
	BC MT	BY Let	
	Timothy J. Pearson	Scott F. Por	remba
· · · · · · ·	Secretary	, President	
Andrew Company	Title	Title	
	O'Hare Plaza	St. Paul Fire and Mar	rine Insurance Compan
	8725 W. Higgins, Suite 200	Continental Casualty	
	Chicago Illinois 60631	Corporate Surety	
			***
	BY Hallen Seven	Attorney-in-Fact	•
	'Adrienne C. Stevenson Willis of Illinois, Inc.	Title	
	10 S. IaSalle St.: Chop., IL 60603		= 
	Business Address	CORPORATE SEAL	10 mg - 10 mg
	The rate of premium of this Bond is \$	Sliding Scale	per thousand. **
	The face of premium of this bond is \$	Sliding Scale	per thousand. **

<sup>\*</sup> 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. A facsimile signature will not be accepted by the Commission.

<sup>\*\*</sup> Must be filled in by the Corporate Surety.

#### PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1314

#### **BOND APPROVAL**

Secretary 6

Public Building Commission of Chicago

#### CERTIFICATE AS TO CORPORATE SEAL

I,Timothy J. Pearson	, certify that I am the _		Secretary of the
FHP Tectonics Corporation d/b/a FH Pa	schen/SN Nielsen & Asso	ciates, corporati	on named as Principal in
the foregoing performance and payment	bond, that Scott F.	Poremba	who signed
on behalf of the Principal was then Principal	resident of sai	d corporation;	that I know this person's
signature, and the signature is genuine;	and that the Bond was du	ly signed, sealed	i, and attested, for and in
behalf of said corporation by authority of	f its governing body.		

Dated this 18thday of Aug -2003.

CORPORATE SEAL

# STATE OF ILLINOIS COUNTY OF COOK

On	this	15th	day of	August		_, 2003,	before	me
		came	Adr	cienne C.	Stevenson		to	me
kn	own, w	no being by	so duly swo	rn, did d	epose and say	y: that he	/she is	
At	torney-l	n-Fact of_	St. Pau	l Fire a	nd Marine Ins	surance Co	ompany ———	<u>.                                    </u>
ins afi au Co	strumer fixed to	it; that he said instri granted to on, and t	/she knows to the sument is such that he she	the seal of h corpor accorda	which executof said Corporate seal; that nice with the his/her nar	ration; tr : is was se : By-Laws	at the affixe of the	sea d by said

OFFICIAL SEAL CANDACE T. STEVENSON NOTARY PUBLIC-STATE OF ILLINOIS MY COMMISSION EXPIRES FEBRUARY 25, 2006

My Commission Expires

February 25, 2006

## The St Paul

#### POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 236

23607

Certificate No. 1579089

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Adrienne C. Stevenson, Patricia M. Stein, John K. Johnson, and Candace T Stevenson

of the City of	Chicago	State Illinois		, their true and lawful Attor	mev(s)-in-Fact
each in their separate capaci			ety to, and to execute, seal and ackn	owledge any and all bonds	, undertakings,
		-	es in their business of guaranteeing or permitted in any actions or proce	, , , , , ,	aranteeing the
performance of contracts and	resecuting or guaranteeing bonds a	no undertakings required	or permitted in any actions or proce		2002
IN WITNESS WHEREOF,	the Companies have caused this in	strument to be signed and	sealed this13 <sup>th</sup> day of _	November	_ ,
	Seaboard Surety Company		Huitad States Eidelites a	and Guaranty Company	
	St. Paul Fire and Marine Ins	urance Company	Fidelity and Guaranty	* * *	
	St. Paul Guardian Insurance		,	Insurance Underwriters,	Inc.
	St. Paul Mercury Insurance	Company		CD .	
			AUSTIN (		
ALCONOMIC TO THE PARTY OF THE P	SEORPORATE ORPORATE OF		MCONFORUTE D	7	
1927	SEAL S SEAL	1896 3 2 197		PETER W. CARMAN	N, Vice President
OF MEN	Comment Comment	WIT MINES	Miles San - 7	ones E. Hul	1
State of Maryland			/ /	onesc./www	ag -
City of Baltimore			TH	IOMAS E. HUIBREGTSE, Ass	sistant Secretary
On this 13 <sup>th</sup> _	day of November	. 2002 be	fore me, the undersigned officer, p	ersonally appeared Peter V	V Carman and
Thomas E. Huibregtse, who	acknowledged themselves to be the	Vice President and Assi	stant Secretary, respectively, of Sea	board Surety Company, St.	Paul Fire and
Marine Insurance Company,	St. Paul Guardian Insurance Comp	any, St. Paul Mercury Ins	urance Company, United States Fide	elity and Guaranty Compan	y, Fidelity and
			nd that the seals affixed to the foreg		
corporations by themselves a		,	S monument for the purposes there	m tomamon of organiz and	on the second
					•
		ECCA EASIEVO	Ber	eca basley-troka	la
In Witness Whereof, I hereu	into set my hand and official seal.	NOTARY S	·	0	
My Commission expires the	1st day of July, 2006.	THE SOURCES	REX	BECCA EASLEY-ONOKALA,	Notary Public
		TORE CITY	KLI	ACCULATION OF CHARLES,	aiy i doid

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, 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 with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 15th day of August , 2003

1927













Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

#### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

#### "Article IX—Execution of Documents

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

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

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

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

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

"Article VI-Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

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

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

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

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

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

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

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

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

Patricia M Stein, John K Johnson, Adrienne C Stevenson, Candace T Stevenson, Samuel L Ware Jr, Individually

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

#### - In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 13th day of March, 2003.







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

Michael Gengler Senior Vic

State of Illinois, County of Cook, ss:

On this 13th day of March, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
HOTARY PUBLIC, STATE OF ELINOIS
HY COMMISSION EXPRICE: SM17/96

My Commission Expires September 17, 2006

Eliza Price

Notary Public

#### CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 15th day of August \_\_\_\_\_\_\_, 2003\_\_\_.

COMPORATE CONTINUE OF THE PARTY





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

Mary A. Ribikawskis

Assistant Secretary

Form F6853

#### V. INSTRUCTIONS TO BIDDERS

#### A. Examination Of Documents By Bidder

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

#### **B.** Interpretations Or Addenda

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

#### C. Inspection Of Site

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

#### D. Pre-Qualification Of Bidders

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

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

2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all 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.
- The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

#### F. Substitutions Prior To Bid Date

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

#### G. Preparation of Bid

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

- 6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Basis of Award (Award Criteria)
  - e) Unit Prices
  - f) Affidavit of Non-collusion
  - g) Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
  - 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.
- The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- 3. The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- 4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

#### I. Administrative Fee

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

#### L. Alternates

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

#### M. Unit Prices

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

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

#### N. Affidavit of Non-Collusion

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

#### O. MBE and WBE Commitments

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

#### R. Disclosure Affidavit

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

#### S. Affidavit of Local Business

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

#### T. Statement of Bidder's Qualifications

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

#### U. Disclosure of Retained Parties

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

#### Z. Award Of Contract; Rejection Of Bids

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

4. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

#### AA. Performance and Payment Bond and Insurance

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

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

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

#### CC. Protests

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

- 2. All protests or claims must set forth the name and address of the protester, the Contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.
- VI. EXHIBIT 1: PREVAILING WAGE RATES (ATTACHED)

# **Cook County Prevailing Wage for August 2003**

Trade Name			_	Base	FRMAN					Pensn	Vac	Trng
	==	===	=	=====	=	=====						
ASBESTOS ABT-GEN		ALL		28.000	28.750	1.5				2.970		
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5				5.520		
BOILERMAKER		BLD		34.350	37.430	2.0	2.0	2.0	3.950	5.150	0.000	0.150
BRICK MASON		$\mathtt{BLD}$		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.250
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 FNSHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.		BLD		28.940	30.940	1.5	1.5	2.0	4.250	5.090	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			34.650		1.5	2.0	6.600	5.830	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD			40.110		2.0	2.0	5.775	2.880	2.140	0.000
FENCE ERECTOR		ALL			23.790					5.020		
GLAZIER		BLD			28.800					7.800		
HT/FROST INSULATOR		BLD			31.550					7.560		
IRON WORKER		ALL			34.080					9.660		
		ALL			28.750					2.970		
LABORER		BLD			34.820					4.140		
LATHER		BLD			33.670					3.100		
MACHINIST		ALL			26.050					5.860		
MARBLE FINISHERS		BLD			32.550					5.610		
MARBLE MASON					34.820			_		4.140		
MILLWRIGHT		ALL	-	35.700						4.500		
OPERATING ENGINEER				34.400						4.500		
OPERATING ENGINEER				31.850						4.500		
OPERATING ENGINEER			_							4.500		
OPERATING ENGINEER				30.100						4.250		
OPERATING ENGINEER				38.350						4.250		
OPERATING ENGINEER				36.850						4.250		
OPERATING ENGINEER				32.800						4.250		
OPERATING ENGINEER				27.300						4.500		
OPERATING ENGINEER				33.900						4.500		
OPERATING ENGINEER				33.350						4.500		
OPERATING ENGINEER			_							4.500		
OPERATING ENGINEER				29.900						4.500		
OPERATING ENGINEER				28.700						7.620		
ORNAMNTL IRON WORKER		ALL			31.350							
PAINTER		ALL			35.260					4.400		
PAINTER SIGNS		BLD			28.660					4.140		
PILEDRIVER		ALL			34.820					5.350		
PIPEFITTER		BLD			36.000							
PLASTERER		BLD			30.990					5.450		
PLUMBER		BLD			38.000					3.040		
ROOFER		BLD			32.850					2.460		
SHEETMETAL WORKER		BLD			33.190					6.790		
SIGN HANGER		BLD			23.380					1.890		
SPRINKLER FITTER		BLD			35.500					5.000		
STEEL ERECTOR		ALL			34.080					9.660		
STONE MASON		BLD			32.550					5.860		
TERRAZZO FINISHER		$\mathtt{BLD}$		25.140						4.630		
TERRAZZO MASON		$_{ m BLD}$			30.550					5.550		
TILE MASON		BLD			31.850					4.750		
TRAFFIC SAFETY WRKR		HWY			23.550					1.800		
TRUCK DRIVER	Ε	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		$_{ m BLD}$	30.850	31.850	1.5	1.5 2.0	3.760	4.900	0.000 (	0.390

#### Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

# **Explanations**

COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

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

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

- Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.
- Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).
- Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

- Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).
- Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.
- Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.
- Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

  OPERATING ENGINEERS HEAVY AND HIGHWAY CONSTRUCTION

  Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer

  Combination; Asphalt Heater Scarfire; Asphalt Spreader;

  Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson

  Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front

  Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube

  Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco &

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

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

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are

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

#### LANDSCAPING

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



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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TIMOTHY J. MITCHELL

August 12, 2003

Scott F. Poremba FHP Tectonics Corporation d/b/a FH Paschen/SN Nielsen & Associates O'Hare Plaza 8725 W. Higgins, Suite 200 Chicago, Illinois 60631

RE: Notice of Award

Contract No.: 1314

Type of Work: New Construction

Project:

West Pullman Branch Library

Dear Mr. Poremba:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on August 12, 2003 the Commission awarded to your company Contract No. 1314 in the amount of \$4,237,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than August 19, 2003.

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

Kevin Guiral

Sincerely.

**Executive Director** 

cc: Construction Cost Systems, Inc.

Target

D. Lai



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

Secretary EDGRICK C. JOHNSON

Assistant Secrétary TIMOTHY J. MITCHELL September 30, 2003

Scott F. Poremba FHP Tectonics Corporation d/b/a FH Paschen/SN Nielsen & Associates O'Hare Plaza 8725 W. Higgins, Suite 200 Chicago, Illinois 60631

RE: NOTICE TO PROCEED (Revised)

Contract No.: 1314 Project No.: CPL-19

Type of Work: New Construction

Project: West Pullman Branch Library

Dear Mr. Poremba:

Pursuant to Contract No.1314, which was awarded to your firm on August 12, 2003 you are hereby notified that the commencement date for this project is September 29, 2003.

Pursuant to the Contract, all work must be completed within 425 consecutive calendar days of the commencement date. The substantial completion date is established as November 27, 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 last day of each month. Such invoice shall cover work performed as of the 15th day of the current 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. Construction Cost Systems, Inc. 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:

Lee Johler

Company:

Construction Cost Systems, Inc.

Address:

200 W. 22nd St., Ste. 1456, Lombard, IL 60148

along with a copy to David Lai, 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 September 29, 2003.

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 Contacts".

Sincerely,

Public Building Commission of Chicago

Kevin Gujral

**Executive Director** 

KG/dz

Cc:

Jack Brankin

D. Lai

Construction Cost Systems Inc.

Julia Sportolari Nancy Jahnel

Target