

Contractor: ROSSI CONTRACTORS, INC
Address: 201 W LAKE ST
City/State/Zip: NORTHLAKE, IL 60164
Phone Number: 773-287-7545
Fax Number: 708-562-1965

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1461

JOB ORDER CONTRACT

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Montel M. Gayles
Executive Director**

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

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 2 "Standard Terms and Conditions for Construction dated January 2008 and incorporated as if fully set forth here by this reference; and by Book 1, Book 3, Book 4, plans, drawings, exhibits, and attachments as appropriate.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

TABLE OF CONTENTS

DOCUMENT SUBMITTAL CHECKLIST	1
SECTION ONE - PROJECT INFORMATION	1
1. GENERAL PROJECT INFORMATION	1
2. CONTRACT PERFORMANCE PERIOD	2
3. CONTRACT AMOUNT	2
4. CONTRACT DOCUMENTS	3
5. BID PRICING	3
6. CONTRACTOR'S MANAGEMENT PLAN	4
7. CONTRACT AWARD	6
8. ASSIGNMENT OF WORK	8
9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED	8
10. NOTICES	8
11. COMMUNITY HIRING INCENTIVES	8
12. LICENSING	8
SECTION TWO - INSTRUCTIONS TO BIDDERS	9
1. EXAMINATION OF DOCUMENTS BY BIDDER	9
2. INTERPRETATIONS OR ADDENDA	9
3. INSPECTION OF SITE (INTENTIONALLY DELETED)	9
4. PRE-QUALIFICATION OF BIDDERS (INTENTIONALLY DELETED)	9
5. COMPETENCY OF BIDDER	9
6. PREPARATION OF BID	9
7. BID GUARANTEE: DEPOSIT AND TIME PERIOD	10
8. ADMINISTRATIVE FEE	10
9. BIDDER'S EXECUTION OF BID	11
10. BASIS OF AWARD (AWARD CRITERIA)	11
11. ALTERNATES (INTENTIONALLY DELETED)	11
12. AFFIDAVIT OF NON-COLLUSION	11
13. MBE AND WBE COMMITMENTS	11
14. AFFIDAVIT OF UNCOMPLETED WORK	11
15. BIDDER'S FINANCIAL STATEMENT	12
16. DISCLOSURE AFFIDAVIT	12
17. STATEMENT OF BIDDER'S QUALIFICATIONS	12
18. DISCLOSURE OF RETAINED PARTIES	12
19. SUBMISSION OF BID	12
20. WITHDRAWAL OF BIDS BEFORE BID OPENING	12
21. OPENING OF BIDS	12
22. EVALUATION OF BIDS	13
23. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 7, SECTION ONE - PROJECT INFORMATION)	13
24. PERFORMANCE AND PAYMENT BOND AND INSURANCE	13
25. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS ..	13
26. PROTESTS	14
SECTION THREE - CONTRACT INSURANCE REQUIREMENTS	15
SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATES	19
SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS	27
BID FORM 1 - SCHEDULE OF PRICES	29

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

BID FORM 2 – AWARD CRITERIA CALCULATION	33	
BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS	41	
PROPOSAL TO BE EXECUTED BY A CORPORATION	43	
PROPOSAL TO BE EXECUTED BY A PARTNERSHIP	45	
PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR	47	
 SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED AND		
SUBMITTED WITH THE BID	49	
BID FORM A: AFFIDAVIT OF UNCOMPLETED WORK	49	
BID FORM B: AFFIDAVIT OF NON-COLLUSION	53	
BID FORM C: DISCLOSURE OF RETAINED PARTIES	55	
NOTARY PUBLIC BID FORM D: ACCEPTANCE OF THE BID	56	
BID FORM D: ACCEPTANCE OF THE BID	57	
BID FORM E: SCHEDULE B - JOINT VENTURE AFFIDAVIT	59	
BID FORM F: MANAGEMENT PLAN	63	
BID FORM G: BID GUARANTEE	67	
BID FORM H: ADMINISTRATIVE FEE	71	
 SECTION SEVEN – DOCUMENTS TO BE ON FILE WITH THE		
COMMISSION AT THE TIME OF BIDDING	75	
STATEMENT OF BIDDER'S QUALIFICATIONS	75	
DISCLOSURE AFFIDAVIT	77	
FINANCIAL STATEMENT (TO BE INSERTED BY THE BIDDER)	87	
 SECTION EIGHT - EXHIBITS		89
SCHEDULE C - LETTER OF INTENT FROM MBE/WBE	89	
SCHEDULE D - AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION	91	
SCHEDULE E - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION	93	
PERFORMANCE AND PAYMENT BOND SPECIMEN	95	

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

DOCUMENT SUBMITTAL CHECKLIST

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SECTION ONE - PROJECT INFORMATION

1. GENERAL PROJECT INFORMATION

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

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

Job Order Contracting

(Contract # 1461)

B. Scope of Work

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

This Contract is to be used primarily for the construction of Campus Park improvements and Phase 1 Site Preparations, which consists of building environmental remediation, building demolition and site work. The Commission reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

The Commission's Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract with an established minimum value and a potential maximum value. The contract is for a base term of two years with the option for an additional two two-year terms. The contract includes a Construction Task Catalog® (CTC®) which is a collection of detailed construction tasks that have established unit prices. Interested bidders bid an adjustment factor to be applied to the established unit prices.

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

- C. User Agency: **TBD for each Work Order**
D. Commission's Representative's Name, Address, and Phone Number:

**Jonathan Van Daveer
The Gordian Group
121 North LaSalle
Chicago, IL 60602
312-744-9511**

- E. Architect's Name, Address, and Phone Number: **TBD for each Work Order**
F. Commission's Project Manager: **TBD for each Work Order**
G. Ward: **Various Wards**
H. City Funded?:(Yes/No) **Yes**
I. Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1461

Bidders" for details): **No**

- J. Request for Information (RFI): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org no later than **4:00 pm Tuesday, January 8, 2008.** RFIs received after this date and time will not be considered.
- K. Documents Available from: Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.
- L. **Mandatory Pre-Bid Meeting Date, Time, and Location: Friday, January 4, 2008 at 10:00 am** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. It is the Bidder's responsibility to ensure that a representative of the firm attends and signs the attendance sheet. Bids will not be considered from Bidders who didn't attend the pre-bid meeting.
- M. Bid Opening Location, Date and Time: Bids will be publicly opened and read at Richard J. Daley Center, 50 W. Washington, Room 200 on **Tuesday, January 15, 2008 at 11:00 am.**
- N. Performance and Payment Bond: **\$6,000,000**
- O. Amount of Bid Deposit: **\$25,000**
- P. Administrative Fee: **\$5,000.00**
- Q. Document Deposit: **No Cost**
- R. Cost for Additional Documents (per set): **\$50.00 (non refundable)**
- S. Award of Contract: Attention is called to Article 7 below and Section Two, Article 24 "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.
- T. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
- U. City of Chicago Residency Requirement = **50%**

2. CONTRACT PERFORMANCE PERIOD

- A. This Contract is effective for the period of 24 months from the date of award of the Contract or the expenditure of the maximum value of the Base Contract Term, whichever occurs first. The Commission shall have the option to extend the term for the Contract for two additional Contract terms of 24 month each from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of the Contract still in force.
- B. Performance time for each Work Order issued under this Contract will be determined in accordance with Article III Scope of Work and Procedure for Ordering Work and Article V Time and Progress Schedule of the JOC General Conditions, Book 2.
- C. The Commission is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Work Orders begins.

3. CONTRACT AMOUNT

- A. The minimum Contract amount for the entire length of the Contract including all Option Terms, if any, is \$50,000.
- B. The maximum Contract amount for the Base Contract Term and each of the two additional Option Terms is **\$14,000,000** plus any carry over amounts from the Base

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

Contract Term or any Option Term. The maximum value of the Contract is \$42,000,000.

4. CONTRACT DOCUMENTS

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

1. Book 1: Instructions and Execution Documents (Note: Book 1 and Book 2 are bound together)
2. Book 2: Terms and Conditions
3. Book 3: Construction Task Catalog® (CD-ROM)
4. Book 4: JOC Technical Specifications and Standard Drawings (CD-ROM)

5. BID PRICING

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

B. For bid evaluation purposes, only, the following weighting factors shall be used to determine the combined adjustment factor;

WORK ORDER VALUE	WORK ORDER DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
\$0 - \$300,000	10%	70%	30%
\$300,001 - \$1,000,000	30%	90%	10%
>\$1,000,001	50%	90%	10%
Non Pre-priced	10%		

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1461

6. CONTRACTOR'S MANAGEMENT PLAN

- A. The Bidder is required to submit four copies of its plan for management of the Contract. The title of the submittal shall be **"MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING."** The Contractor's Management Plan must be submitted with the Bidder's bid documents.
- B. In addition to the proposal documents and other required submittals, the Contractor's Management Plan will be used by the Commission to determine the responsibility of the Bidder to perform the Contract. Therefore the Bidder should take great care in the preparation of the management plan.
- C. The management plan must be customized for this particular Contract. The Bidder is expected to evaluate the requirements of the Contract, assimilate the information provided at the pre-bid meeting and provide meaningful narrative regarding the topics mentioned below.
- D. The Bidder may be determined non-responsive for failure to submit the Management Plan for Execution of Job Order Contracting and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the Commission.
- E. The Management Plan shall include as a minimum the following information and organized specifically as shown below:

1. Construction and Operations Management Plan:

A narrative description of how you propose to execute the project, including but not limited to:

- a. Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.
- b. The M/WBE goals for this contract are 24% and 4%. Please discuss how you plan to meet or exceed the goals. List Those M/WBE firms and their duties that you anticipate utilizing on this Contract. It is preferred that the goals be attained on each Work Order. However it is difficult to meet the goals on small single trade type Work Orders. However the Contractor is still expected to achieve M/WBE participation as much as possible on these types of projects. **For Work Orders greater than \$100,000, the Contractor will be required to meet or exceed the goals.**
- c. The Contractor is expected to participate in the development and documentation of the scope of work for each Work Order. It has been found beneficial for the JOC Contractor to participate with the scope authors, architects and engineers, in the development of the project's scope of work. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
- d. The Contractor prepares a price proposal from the CTC®. Explain in detail your planned procedure for developing price proposals for projects in the range of \$1 million to \$5 million dollars within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of price proposals in regards to verifying that the items in the price proposal are required of the detail scope of work at the correct quantity.
- e. Provide a safety plan and your approach to accident prevention. Provide the name qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site.
- f. Provide your approach to the expeditious close out of projects, correction

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

of unacceptable work, and punch list procedures.

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

h. The specifications require:

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

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

(3) Please identify your intended Licensed Environmental Consultant.

2. Management Team:

a. Provide an organizational chart.

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

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

d. Comment on how you intend to meet the minimum level of staffing and your plan for adjusting staffing levels to changing work volumes.

3. Experience and Reference Information

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

(1) Project Name and Location:

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1461

- (2) Type of Contract:
 - (3) Contract Amount:
 - (4) Date Completed:
 - (5) Owner Reference and Telephone No.:
 - (6) A/E Reference and Telephone No.:
 - (7) Description of why this project is relevant to this Contract:
- b. Provided that the Commission accepts the Contractor's Management Plan, it shall be incorporated in this Contract and any deviation from the Management Plan without the express written approval of the Commission may be deemed as event of default under this Contract.

7. CONTRACT AWARD

- A. Award will be made to the lowest responsive, responsible bidder(s). The lowest bid will be determined by the Award Criteria Figure, Section Five, herein.
- B. It is the current intention of the Commission to award one (1) or more Job Order Contract(s) under this solicitation. The Commission reserves the right to make additional awards under this solicitation for a period of 210 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor(s) to whom the Contract was awarded; or, if the Contractor(s) to whom the Contract was awarded fails to perform the Contract. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.
- C. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.
- D. Unbalanced Bid: Bids that the Commission considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- E. Bidders must submit three (3) sets of adjustment factors plus **an additional Adjustment Factor to be applied to work not included in the (CTC®)**. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. Each factor must take into consideration all the direct costs and indirect costs of doing business with the Commission.
 - 1. The first adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during normal working hours. **The Commission encourages Contractors to bid as competitively as possible, however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. Therefore the Bidder must document on Bid Form 3 the methodology used to arrive at the adjustment factor amount to the satisfaction of the Commission. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC® against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.**
 - a. The bidder must be aware that there are numerous business and

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

- (1) Business costs, including but not limited to:
 - (a) Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
 - (b) Profit
 - (c) Subcontractor's overhead and profit
 - (d) All taxes which are not waived
 - (e) The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
 - (2) Construction related costs, including but not limited to:
 - (a) Services required to obtain filings and permits,
 - (b) Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
 - (c) Engineering and architectural services other than those required for stamped drawings
 - (d) Construction vehicles
 - (e) The difference in cost of equipment ownership vs. equipment rental
 - (f) Personnel safety equipment
 - (g) Traffic barricades, flagmen, groundmen
 - (h) Protection of all surfaces during construction
 - (i) Daily clean-up and professional final project clean-up
 - (j) Difficult and extreme working conditions
 - (k) Environmental Consultant Services provided by the Contractor
 - (l) The LEED requirements associated with each Work Order and the cost of preparing LEED documentation
 - (3) Price variations.
 - (a) Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.
2. The second adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during other than normal working hours. This factor must take into account all the additional costs of working on overtime, shift work and double time basis. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor by an amount that is reasonable and considered consistent with industry standards. Bid Form 3 must contain adequate description of the methodology, data and information to justify that the Other Than Normal Working Hours Adjustment Factor is reasonable. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply.**
 3. An additional adjustment factor is to be bid which will applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

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

8. ASSIGNMENT OF WORK

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

9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

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

10. NOTICES

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

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

11. COMMUNITY HIRING INCENTIVES

Community hiring is not a requirement of this Contract. However, the Contractor can take advantage of the incentives. See Section Five "Basis of Award (Award Criteria)" for details.

12. LICENSING

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS BY BIDDER

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Construction Task Catalog® (Book 3); Technical Specifications (Book 4); plans; drawings; Addenda (if any); and bonds. The Bidder shall familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.

2. INTERPRETATIONS OR ADDENDA

- A. The Commission will not furnish oral interpretations of Contract Documents. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission at least three (3) business days before bids are opened. Although all addenda will be faxed, emailed, or mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE (INTENTIONALLY DELETED)

4. PRE-QUALIFICATION OF BIDDERS (INTENTIONALLY DELETED)

5. COMPETENCY OF BIDDER

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

6. PREPARATION OF BID

- A. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- B. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- C. The Bidder's name, address, telephone and fax number should be clearly written on

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1461

the front cover of each of the copies of Book 1 submitted.

- D. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- E. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- F. The Bid Documents shall include the documents specified on the Document Submittal Checklist on page 1.
- G. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - 1. Financial Statement
 - 2. Disclosure Affidavit
 - 3. Statement of Bidder's Qualifications
- H. If the contract is open to bidders that are not pre-qualified as stated in Section One "Project Information", packages containing the forms for the financial statement, Disclosure Affidavit and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.

7. BID GUARANTEE: DEPOSIT AND TIME PERIOD

- A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, "General Project Information", Paragraph O to ensure:
 - 1. Non-withdrawal of the bid after date and time of opening.
 - 2. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- B. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- D. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- E. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one or more of them, or for any reason rejects all bids.

8. ADMINISTRATIVE FEE

Each Bidder must submit with its bid a certified or cashiers' check in the amount set forth in Section One Paragraph P, "Administrative Fee" as an administrative fee for processing and

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

handling of non-responsive bids. Upon award of the contract, the successful Bidder's check, and the checks of all Bidders whose bids are determined by the Commission to have been responsive, shall be returned to the Bidders submitting them. Should one or more bids be rejected by the Commission as non-responsive, the checks from the non-responsive Bidder or Bidders shall be deposited in the general funds of the Commission as an administrative fee to compensate the Commission for the costs of processing and handling the non-responsive bid or bids.

9. BIDDER'S EXECUTION OF BID

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

10. BASIS OF AWARD (AWARD CRITERIA)

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

11. ALTERNATES (INTENTIONALLY DELETED)

12. AFFIDAVIT OF NON-COLLUSION

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

13. MBE AND WBE COMMITMENTS

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

14. AFFIDAVIT OF UNCOMPLETED WORK

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

15. BIDDER'S FINANCIAL STATEMENT

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

16. DISCLOSURE AFFIDAVIT

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

17. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

18. DISCLOSURE OF RETAINED PARTIES

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

19. SUBMISSION OF BID

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

20. 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.

21. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Commission will cause to be opened

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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.

22. EVALUATION OF BIDS

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

23. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 7, SECTION ONE - PROJECT INFORMATION)

24. PERFORMANCE AND PAYMENT BOND AND INSURANCE

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

25. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS

- A. The order of precedence of the components of the Contract Documents shall be as follows:
 - 1. Book 2 - Standard Terms and Conditions and JOC Special Conditions;

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT No. 1461

2. Addenda, if any;
 3. Work Order Plans, Drawings and Specifications;
 4. Standard Specifications of the Commission, the City, State or Federal Government, if any;
 5. Book 3 – the Construction Task Catalog®;
 6. Book 4 – The JOC Technical Specifications and Standard Drawings;
 7. Book 1 - Project Information, Instructions, and Execution Documents;
 8. Advertisement for proposals; and
 9. Performance and Payment Bond, if required.
- B. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

26. PROTESTS

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

SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

Contract # 1461 CONTRACT INSURANCE REQUIREMENTS

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

INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the User Agency are to be named as additional insureds on a primary, non-contributory basis.

5) Professional Liability

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

6) Builders Risk

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

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

7) Railroad Protective Liability

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

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

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission and the User Agency do not contribute with insurance provided by the Contractor under the Contract.

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

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

**SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE
RATES**

Cook County Prevailing Wage for December 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN				ALL	33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000 0.220
ASBESTOS ABT-MEC				BLD	23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000 0.000
BOILERMAKER				BLD	38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000 0.300
BRICK MASON				BLD	36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000 0.440
CARPENTER				ALL	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
CEMENT MASON				ALL	39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000 0.170
CERAMIC TILE FNSHER				BLD	30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000 0.340
COMM. ELECT.				BLD	33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000 0.700
ELECTRIC PWR EQMT OP				ALL	37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000 0.280
ELECTRIC PWR GRNDMAN				ALL	29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000 0.220
ELECTRIC PWR LINEMAN				ALL	37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000 0.280
ELECTRICIAN				ALL	37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000 0.750
ELEVATOR CONSTRUCTOR				BLD	42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520 0.550
FENCE ERECTOR				ALL	28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000 0.350
GLAZIER				BLD	33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000 0.600
HT/FROST INSULATOR				BLD	33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000 0.310
IRON WORKER				ALL	39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000 0.300
LABORER				ALL	33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000 0.220
LATHER				BLD	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
MACHINIST				BLD	38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650 0.000
MARBLE FINISHERS				ALL	27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000 0.440
MARBLE MASON				BLD	36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000 0.440
MATERIAL TESTER I				ALL	23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000 0.220
MATERIALS TESTER II				ALL	28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000 0.220
MILLWRIGHT				ALL	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
OPERATING ENGINEER				BLD 1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				BLD 2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				BLD 3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				BLD 4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				FLT 1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				FLT 2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				FLT 3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				FLT 4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				HWY 1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
ORNAMNTL IRON WORKER				ALL	37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000 0.500
PAINTER				ALL	35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000 0.420
PAINTER SIGNS				BLD	28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000 0.000
PILEDRIIVER				ALL	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
PIPEFITTER				BLD	40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000 1.120
PLASTERER				BLD	36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000 0.400
PLUMBER				BLD	39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000 0.940
ROOFER				BLD	35.000	37.000	1.5	1.5	2.0	6.460	3.310	0.000 0.330
SHEETMETAL WORKER				BLD	33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000 0.590
SIGN HANGER				BLD	26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000 0.000
SPRINKLER FITTER				BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000 0.500
STEEL ERECTOR				ALL	36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000 0.300
STONE MASON				BLD	36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000 0.440
TERRAZZO FINISHER				BLD	31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000 0.280
TERRAZZO MASON				BLD	35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000 0.320
TILE MASON				BLD	36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000 0.480
TRAFFIC SAFETY WRKR				HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000 0.000
TRUCK DRIVER	E	ALL	1	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000 0.150	
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000 0.150	

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

TRUCK DRIVER	E	ALL 3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL 4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL 1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER	BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

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

MARBLE FINISHER

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow 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,

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1461 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) ONE DATED 01/10/08

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

Contract No: 1461

BID FORM 1 - SCHEDULE OF PRICES

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

FOR WORK ORDER VALUE \$0 - \$300,000

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

0.9700

(Specify to four (4) decimal places)

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

1.0000

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE \$300,001 - \$1,000,000

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

0.9600

(Specify to four (4) decimal places)

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

0.9900

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE >\$1,000,001

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

0.9500

(Specify to four (4) decimal places)

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

0.9800

(Specify to four (4) decimal places)

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

1.2000

(Specify to four (4) decimal places)

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

Award Criteria Figure =

13,277,499.90

THIRTEEN MILLION TWO HUNDRED SEVENTY-SEVEN
THOUSAND FOUR HUNDRED NINETY-NINE AND
NINETY CENTS (words)

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

Contract No: 1461

BID FORM 2 – AWARD CRITERIA CALCULATION

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

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 30 to the space provided on Bid Form 1. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 18, 20, 22, 24, 26 and 28 during construction of the project.

Lines 18, 20 and 22 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 24, 26 and 28 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

CANVASSING FORMULA

FOR WORK ORDER VALUE \$0 - \$300,000

Line 1.	Normal Working Hours Adjustment Factor	0.9700
Line 2.	Multiply Line 1 by (.10 X .70) = .070	0.0679
Line 3.	Other Than Normal Working Hours Adjustment Factor	1.0000
Line 4.	Multiply Line 3 by (.10 X .30) = .030	0.0300

FOR WORK ORDER VALUE \$300,001 - \$1,000,000

Line 5.	Normal Working Hours Adjustment Factor	0.9600
Line 6.	Multiply Line 5 by (.30 X .90) = .270	0.2592
Line 7.	Other Than Normal Working Hours Adjustment Factor	0.9900
Line 8.	Multiply Line 7 by (.30 X .10) = .030	0.0297

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

FOR WORK ORDER VALUE >\$1,000,001

Line 9.	Normal Working Hours Adjustment Factor	<u>0.9500</u>
Line 10.	Multiply Line 9 by $(.50 \times .90) = .450$	<u>0.4275</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>0.9800</u>
Line 12.	Multiply Line 11 by $(.50 \times .10) = .05$	<u>0.0490</u>
Line 13.	Non Pre-priced Adjustment Factor	<u>1.2000</u>
Line 14.	Multiply Line 13 by .10	<u>0.1200</u>
Line 15.	Add lines 2, 4, 6 8, 10,12 and 14	<u>0.9833</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$14,000,000</u>
Line 17.	Multiply Line 15 by Line 16	<u>13,766,200.00</u>
Line 18.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	<u>0.25</u>
Line 19.	Multiply Line 17 by Line 18 by 0.04	<u>137,662.00</u>
Line 20.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	<u>0.50</u>
Line 21.	Multiply Line 17 by Line 20 by 0.03	<u>206,493.00</u>
Line 22.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	<u>0.25</u>
Line 23.	Multiply Line 17 by Line 22 by 0.01	<u>34,415.50</u>
Line 24.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	<u>0.10</u>
Line 25.	Multiply Line 17 by Line 24 by 0.04	<u>55,064.80</u>

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

Line 26.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	<u>0.10</u> <u>41,298.60</u>
Line 27.	Multiply Line 17 by Line 26 by 0.03	
Line 28.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	<u>0.10</u> <u>13,766.20</u>
Line 29.	Multiply Line 17 by Line 28 by 0.01	
Line 30.	Summation of lines 19,21,23,25, 27 and 29	<u>488,700.10</u>
Line 31.	Subtract line 30 from Line 17	<u>13,277,499.90</u> (Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 31) to the space provided on Bid Form 1 of this proposal. A Contract may be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure. The Commission reserves the right to revise all arithmetic calculations for correctness.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

3. Community Hiring Bonuses

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

- A. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- B. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.
- C. Definitions
 - 1. "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.
 - 2. "Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.
 - 3. "New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 18, 20, 22, 24, 26 and 28 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

For each 1% deficiency of minority Journeyworkers not utilized toward the goal (Line 18) four cents per hundred dollars of the Awarded Work Order Amount, calculated as follows:

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

Each one percent (1%) deficiency of shortfall toward the goal (Line 24) for female Journeyworkers shall be computed in the same way.

For each 1 % deficiency of minority Apprentices not utilized toward the goal (Line 20) three cents per hundred dollars of the Awarded Contract Amount, calculated as follows:

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

Each one percent (1%) deficiency of shortfall toward the goal (Line 26) for female Apprentices shall be computed in the same way.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

For each 1 % deficiency of minority Laborers not utilized toward the goal (Line 22) one cent per hundred dollars of the Awarded Contract Amount, calculated as follows:

Awarded Work Order Amount X .01

100

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

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

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

5. Reporting

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT No. 1461

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

ALL TRADES

PERCENT OF MINORITY

25%

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS

CONFIDENTIAL

INSTRUCTIONS:

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

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

- 1.1 Work Order Value \$0 - \$300,000
- 1.2 Work Order Value \$300,001 - \$1,000,000
- 1.3 Work Order Value > \$1,000,001

SEE
ATTACHED

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

- 2.1 Work Order Value \$0 - \$300,000
- 2.2 Work Order Value \$300,001 - \$1,000,000
- 2.3 Work Order Value > \$1,000,001

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTORS

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

1.1 Work Order Value \$0 - \$3000,000

To determine the adjustment factor for this size project, Rossi Contractors, Inc. compared the cost of performing a sample project to the prices listed in the CTC for the sample project. The scope of work for the sample project was: Excavate and remove 1,031 b.c.y. of contaminated soil. Cut and cap the site utilities. Removal and replacement of 160 l.f. of Portland Cement Concrete curb and gutter. Replacement of the contaminated soil was to be performed with 853 l.c.y. of recycled CA-6 and 326 l.c.y. of topsoil. The compaction of the stone in appropriate sized lifts, the placement, grading, seeding, and stabilization of the topsoil were included in the cost comparison.

1.2 Work Order Value \$300,001 - \$1,000,000

The adjustment factor for this project size range was calculated by comparing the costs of performing a sample project to the prices listed in the CTC for the sample project. The scope of work for the sample project was: Removal and disposal of asbestos-contaminated building materials. Cut and cap the site utilities.

1.3 Work Order Value > \$1,000,001

The determination of the adjustment factor for this project range was made by comparing the costs of performing a sample project to the prices listed in the CTC for the sample project. The scope of work for the sample project entailed the demolition of a one story building, 250 feet x 300 feet. For the sample project comparison it was presumed that the building's infrastructure utilities were lead-based paint contaminated. Removal and remediation of the lead was included in the sample project. The sample project scope of work also included the removal of 300 l.f. of 12" cast iron water main, 1,000 l.f. of Portland Cement Concrete, (PCC) curb and gutter, and 700 l.f. of R.C.P. storm sewer. It was presumed that an adjacent parking lot, 200' x 300' paved with asphalt would be removed. The sample site would generate 4,300 tons of lead-contaminated soil and 4,599 c.y. of PCC. It was presumed that Rossi Contractors would perform recycling of the PCC and thereby generate a LEED credit for the project.

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

2.1 Work Order Value \$0 - \$300,000

The adjustment factor for this project size performed during overtime hours was calculated by adding the overtime costs for labor, including the tradesmen involved, for the sample project in Part 1.1.

2.2 Work Order Value \$300,001 - \$1,000,000

The adjustment factor for this project size performed during overtime hours was calculated by adding the overtime costs for labor, including the tradesmen involved, for the sample project in Part 1.2.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTORS

2.3 Work Order Value > \$1,000,001

The adjustment factor for this project size performed during overtime hours was calculated by adding the overtime costs for labor, including the tradesmen involved, for the sample project in Part 1.3.

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

Please see the attachment.

Job Order Contract
Sample Non-Prepriced Worksheet

Date: 1/15/08

For Work Performed with the Contractor's Own Forces:

A.	<u>\$ 32,000.00</u>	Direct Labor Costs through Foreman Level (Current Prevailing Wage Rate + Published Fringe Benefits)
B.	<u>\$ 30,000.00</u>	Direct Material Costs (Supported by Quotes)
C.	<u>\$ 10,000.00</u>	Direct Equipment Costs (supported by equipment amortization data)
D.	<u>\$ 17,600.00</u>	Allowable Labor Mark-Up $= A \times 55\%$
E.	<u>\$ 7,200.00</u>	Allowable Mark-Up $= (A+B+C) \times 10\%$
F.	<u>\$ 96,800.00</u>	Total Price for NPP Item being Performed with the Contractor's Own Forces = $A+B+C+D+E+F$

For Work NOT Performed with the Contractor's Own Forces:

G.	<u>\$ 28,000.00</u>	Subcontractor Costs (Supported by Quotes)
H.	<u>\$ 1,960.00</u>	Subcontractor Allowance $= G \times (\text{no more than}) 7\%$
I.	<u>\$ 29,960.00</u>	Total Price for NPP Items being Performed by Suncontractors = $G + H$

Summary

J.	\$126,760.00	Total Price ($F + I$)
K.	\$100,000.00	Total Cost ($A+B+C+G$)
L.	1.2676	Calculated Adjustment Factor (J/K)
M.	1.2000	Final Adjustment Factor

Discussion

This worksheet has been derived from a similar Job Order Contract (JOC) currently underway for the City of Chicago Department of Water Management. In this example, the labor, material, and equipment percentages are set to 32%, 30% and 10% respectively, where the total cost of the sample non-prepriced item is \$100,000. The subcontractor percentage reflects the sum of 24% MBE and 4% WBE. The markup percentages are from this JOC. The final adjustment factor has been discounted to 1.200

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

PROPOSAL TO BE EXECUTED BY A CORPORATION

Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

ROSSI CONTRACTORS INC.,
a corporation duly organized and existing under the laws of the State of
ILLINOIS and authorized to do business in the State of Illinois, which
resolutions were duly adopted at a duly called meeting of said board held on
JUNE 30, 2000, a quorum being present, and are set forth in the minutes
of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said
corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated 01/15/08, 20 to the
Public Building Commission of Chicago, for Contract No. 1461 of said Commission;

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

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

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

President: GLORIA ROSSI
Vice President: ROBERT ROSSI, RONALD ROSSI
Secretary: GLORIA ROSSI
Treasurer: RONALD ROSSI
Assistant Secretary: ROBERT ROSSI, RONALD ROSSI

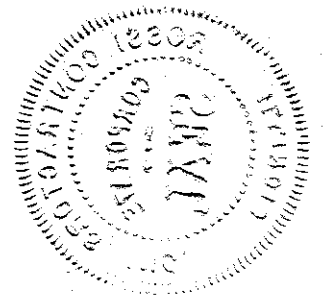
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said
corporation, this 15TH day of JANUARY, 20 .

 Robert Rossi
ASSISTANT Secretary ROBERT ROSSI

AND
VICE PRESIDENT

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

THIS PAGE LEFT INTENTIONALLY BLANK



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

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

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

BUSINESS NAME: _____
(print or type)

BUSINESS ADDRESS: _____
(print or type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature:

Address:

State of _____
County of _____

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

Commission Expires: _____

Notary Public Signature

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

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

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

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(print or type)

BUSINESS ADDRESS: _____
(print or type)

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

Registration Number: _____
State of _____
County of _____

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

Notary Public Signature

(Seal)

Commission Expires: _____

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

BID FORM A: Affidavit of Uncompleted Work

PART 1: WORK UNDER CONTRACT

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

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

SEE ATTACHED LETTER

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

PART 3: WORK SUBCONTRACTED TO OTHERS

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

Affidavit of Uncompleted Work (continued)

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

Signature

Date

Name (Type or Print)

Title

Bidder Name

Address

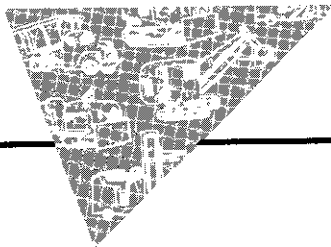
City State Zip

Subscribed and sworn to before me
this _____ day of _____, 20____

(SEAL)

Notary Public

Commission expires:



ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

January 15, 2008

Mr. Montel Gayles
Public Building Commission of Chicago
Richard J. Daley Center
Room 200
50 W. Washington St.
Chicago, Illinois 60607

**Re: Job Order Contracting® for Public Building Commission of Chicago
Contract Number 1461**

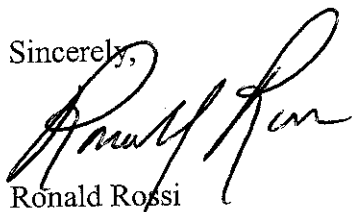
Dear Mr. Gayles:

The Illinois Department of Transportation (IDOT) allows bidding contractors to waive attachment of the Affidavit of Availability (IDOT Form BC-57) when bidding projects if the contractor has a financial rating of \$300 million.¹

Rossi Contractors, Inc. has an unlimited Financial Rating from the City of Chicago and an unlimited IDOT Certificate of Eligibility, both of which are attached.

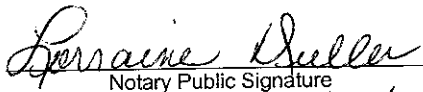
Please use this letter with attachments in lieu of the requested Affidavit of Availability.

Sincerely,



Ronald Rossi

State of Illinois, County of Cook. This instrument was acknowledged before me on the 15th day of January, 2008 by Ronald Rossi as Vice President of Rossi Contractors, Inc.



Notary Public Signature

Commission Expires: 08/21/09

Attachments

"OFFICIAL SEAL"
LORRAINE DULLER
Notary Public, State of Illinois
My Commission Expires 08/21/2009

¹ Illinois Joint Committee on Administrative Rules Administrative Code Title 44: Government Contracts, Procurement and Property Management Subtitle B: Supplemental Procurement Rules, Chapter IX: Department of Transportation (IDOT), Part 650 Prequalification of Contractors and Issuance of Plans and Proposals, Section 650.310 Affidavit of Availability



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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

11/1/07

Dear Contractor:

We are pleased to enclose your Statement of Financial Rating which indicates your financial capacity for the period specified.

Statement of Financial Rating

Issued to: ROSSI CONTRACTORS, INC.

The aforementioned contractor is financially qualified to perform construction work to the maximum amount indicated below:

Financial Rating: \$ UNLIMITED

This financial rating is valid from: June 30, 2007 to October 30, 2008 and supersedes any Statement previously issued.

We have included a copy of the form "Contractor's Statement of Experience and Financial Condition".

*****This form is also available online @:**

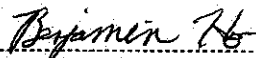
<http://egov.cityofchicago.org/city/webportal/home.do>

Dept.of Procurement Services/Forms & Standard Agreements/Construction

We need for you to fill out the enclosed form prior to expiration date on this new Statement, and submit it back to us, to allow continuity of your financial rating.

Please feel free to contact Irene Maligranda-Bieg at (312) 744-3045 if you have any questions. We look forward to a mutually rewarding business relationship.

Sincerely,



Authorized designee for
Douglas W. Yerkes, P. E.
Acting Chief Procurement Officer



BH:bh
Enclosure





**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 5166

Rossi Contractors, Inc.

201 West Lake Street Northlake, IL 60164

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

UNLIMITED

001	EARTHWORK	\$14,100,000
002	PCC PAVING	\$11,725,000
012	DRAINAGE	\$10,825,000
017	CONCRETE CONSTRUCTION	\$5,675,000
018	LANDSCAPING	\$575,000
022	FENCING	\$200,000
034	DEMOLITION	\$2,325,000
08A	AGGREGATE BASES & SURF. (A)	\$4,350,000
09A	HIGHWAY STRUCTURES	\$7,450,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 11/5/2007 TO 10/31/2008 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 11/5/2007.

Roger L. Driskell
Engineer of Construction

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

BID FORM B: Affidavit Of Non-collusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Ronald Rossi, being first duly sworn, deposes and says that:

(1) He/She is Vice President
(Owner, Partner, Officer, Representative or Agent) of
Rossi Contractors, Inc.
the Bidder that has submitted the attached Bid;

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

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

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

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

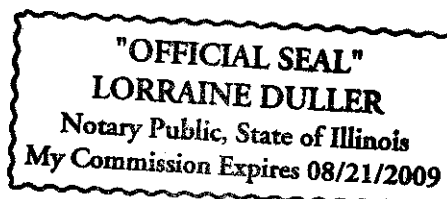
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

(Signed) [Signature]
VICE PRESIDENT

(Title)
Subscribed and sworn to before me this 15th day of January 20 08

Lorraine Duller
NOTARY PUBLIC - Illinois
(Title)

My Commission expires: 08/21/09



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

THIS PAGE LEFT INTENTIONALLY BLANK

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

BID FORM C: Disclosure of Retained Parties

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

CONTRACT 1461

Description of goods or services to be provided under Contract:

JOB ORDER CONTRACT

2. Name of Contractor:

ROSSI CONTRACTORS, INC

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

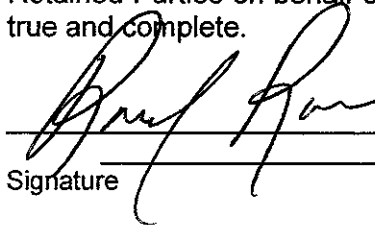
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
WILLIAM FANNING FANNING & CO	18-2 E DUNDEE SUITE 103 BARRINGTON IL 60010	CPA	20,000 (EST)
JOSEPH CAPITANI MADDEN, JILANTI MOORE & SINARS	150 S. LA SALLE SUITE 1700 CHICAGO IL 60603	ATTY	10,000 (EST)

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

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

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



Signature

Date 01/15/08

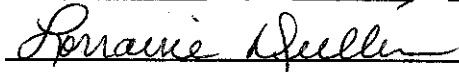
RONALD ROSSI, VICE PRESIDENT

Name (Type or Print)

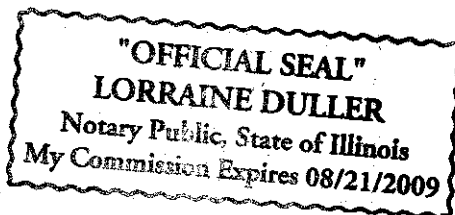
Title

Subscribed and sworn to before me

this 15th day of January 20 08



Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

BID FORM D: Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]
Secretary

[Signature]
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Contractor Name

Address

If a Corporation:

By [Signature]
RONALD ROSSI

VICE President

Title of Signatory

ATTEST:
By [Signature]
ROBERT ROSSI

ASSISTANT Secretary

Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of Cook

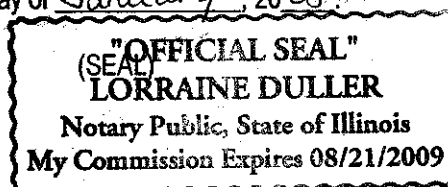
State of IL

Subscribed and sworn to before me on this 15th day of January, 2008

[Signature]

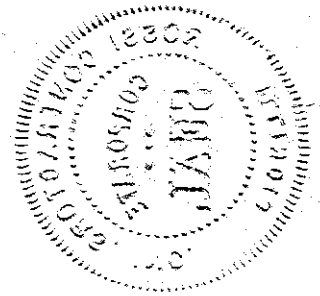
Notary Public Signature

Commission Expires: 08/21/09



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

THIS PAGE LEFT INTENTIONALLY BLANK



**ACTION BY SOLE DIRECTOR
OF
ROSSI CONTRACTORS, INC.**

I, the undersigned, being the sole director of **ROSSI CONTRACTORS, INC.**, an Illinois corporation (the "Corporation"), hereby consent, in writing, in lieu of a meeting, pursuant to the authority of Section 8.45 of the Illinois Business Corporation Act of 1983, as amended, to the adoption of the following resolutions and direct the Secretary of the Corporation to file this Written Consent with the minutes of the Corporation:

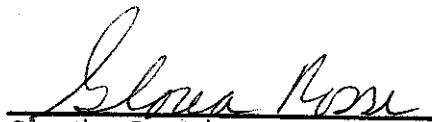
WHEREAS, the sole director of the Corporation desires to authorize each of the Corporation's President and the Corporation's Vice President (or each of the Corporation's Vice Presidents if there is more than one) to execute for the Corporation certificates for its shares, contracts, bids, offers, deeds, mortgages, bonds and other instruments which the sole director has authorized to be executed;

NOW, THEREFORE, IT IS:

RESOLVED, that the sole director of the Corporation hereby authorizes each of the Corporation's President and the Corporation's Vice President (or each of the Corporation's Vice Presidents if there is more than one) to execute for the Corporation certificates for its shares, contracts, bids, offers, deeds, mortgages, bonds and other instruments which the sole director has authorized to be executed; and

FURTHER RESOLVED, that each of the Corporation's President and the Corporation's Vice President (or each of the Corporation's Vice Presidents if there is more than one) may accomplish such execution either under or without the seal of the Corporation and either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the sole director, according to the requirements of the form of the instrument.

I, the undersigned, being the sole director of the Corporation, hereby agree and consent to the above resolutions on this 3RD day of March, 2003.


Gloria Rossi

SECRETARY'S CERTIFICATE

I, Gloria Rossi, under penalty of perjury, certify that:

1. I am the Secretary of Rossi Contractors, Inc., a duly organized and existing Illinois corporation (the "Corporation").

2. Attached hereto is a true, correct and complete copy of consent resolutions of the Corporation's sole director that were executed on March 3, 2003; and such resolutions have not been amended, modified, rescinded or terminated in any respect and are in full force and effect as of the date hereof.

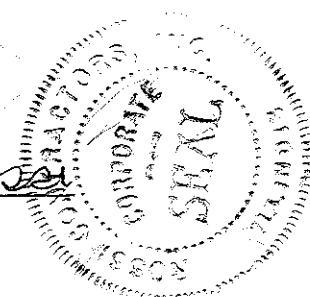
IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on this 15th day of January, 2008.

ROSSI CONTRACTORS, INC.

By:

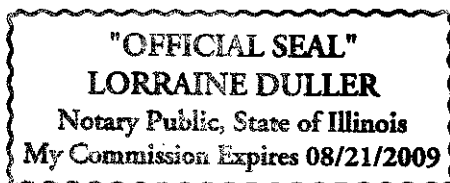
Gloria Rossi

Gloria Rossi
Its Secretary



Signed and sworn to before me this
15th day of January,
2008.

Lorraine Duller
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

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

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

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

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

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

5. Nature of joint venture's business

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County

State of _____ County

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

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

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

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

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

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

Notary Public
Commission expires:

Notary Public
Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

STATEMENT OF BIDDER'S QUALIFICATIONS

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder ROSSI CONTRACTORS, INC

Submitted By RONALD ROSSI

Title VICE PRESIDENT

Permanent Main Office Address 201 W. LAKE ST, NORTHLAKE, IL

Local Address SAME 60164

Local Telephone No. and FAX No. 773-287-7545
708-562-1965 (FAX)

How many years operating as contractor for work of this nature? 60

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- A. Corporation Name ROSSI CONTRACTORS INC
- B. State and City in which incorporated IL NORTHLAKE, IL
- C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- D. Name and address of registered agent in Illinois
JOSEPH S. CAPITANI 190 S LASALLE ST
SUITE 1700, CHICAGO IL 60603
- E. Names and titles of officers authorized to sign contracts
- | | |
|---------------------|-----------------------|
| <u>ROBERT ROSSI</u> | <u>VICE PRESIDENT</u> |
| Name | Title |
| <u>RONALD ROSSI</u> | <u>VICE PRESIDENT</u> |
| Name | Title |

If submitted by a partnership:

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

If submitted by an individual:

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


Signature of Affiant

Subscribed and sworn to before me this 15th day of January 20 08

Lorraine Duller
Notary Public
My Commission expires: 08/21/09

(SEAL) "OFFICIAL SEAL"
LORRAINE DULLER
Notary Public, State of Illinois
My Commission Expires 08/21/2009

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

Date: 01/15/08

DISCLOSURE AFFIDAVIT

Name: ROSSI CONTRACTORS, INC

Address: 201 W LAKE ST NORTHLAKE IL 60164

Telephone No.: 773-287-7545

Federal Employer I.D. #: 36-437-9520 Social Security #: _____

Nature of Transaction:

- ☐ Sale or purchase of land
☒ Construction Contract
☐ Professional Services Agreement
☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned RONALD ROSSI, as VICE PRESIDENT
(Name) (Title)
and on behalf of ROSSI CONTRACTORS INC
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: ☒ Corporation ☐ LLC
☐ Partnership ☐ LLP
☐ Joint Venture ☐ Not-for-Profit Corporation
☐ Sole Proprietorship ☐ Other

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

- a. State of Incorporation or organization ILLINOIS
- b. Authorized to do business in the State of Illinois: Yes [☒] No [☐]
- c. Names of all officers of corporation or LLC (or attach list):
- Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>GLORIA ROSSI</u>	<u>PRESIDENT, SECRETARY</u>		
<u>ROBERT ROSSI</u>	<u>VICE PRESIDENT, ASSISTANT SECRETARY</u>		
<u>RONALD ROSSI</u>	<u>VICE PRESIDENT, TREASURER, ASSISTANT SECRETARY</u> <u>SOLE DIRECTOR</u>		

- d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	NON-VOTING	VOTING Ownership Interest
<u>ROBERT ROSSI</u>	<u>201 W LAKE ST</u> <u>NORTHLAKE, IL</u>	<u>26.41%</u>	<u>0</u> %
<u>RONALD ROSSI</u>	<u>"</u>	<u>73.59%</u>	<u>100</u> %

- e. For LLC's, state whether member-managed or identify managing member:
- _____

- f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [☐] No [☐]

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes ☐ No ☐
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

- c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461



Signature of Authorized Officer

RONALD ROSSI

Name of Authorized Officer (Print or Type)

VICE PRESIDENT

Title

773-287-7545

Telephone Number

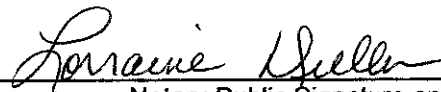
State of Illinois

County of Cook

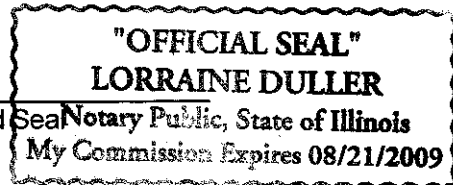
Signed and sworn to before me on this 15th day of January, 2008 by

Ronald Rossi (Name) as Vice President (Title) of

Bossi Contractors, Inc. (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Montel M. Gayles, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gayles:

RE: Contract No. _____

Project Title: _____

In accordance with Section 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 24.01.10 as follows:

Documentation attached: yes____ no____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

PERFORMANCE AND PAYMENT BOND

Contract No. 1461

Bond No. 105076554

KNOW ALL MEN BY THESE PRESENTS, that we, Rossi Contractors, Inc., a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of Northlake, State of Illinois, as Corporate _____ Principal, and

Travelers Casualty and Surety Company of America

215 Shuman Blvd., Naperville, IL 60563

a corporation organized and existing under the laws of the State of CT, 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 Six Million Dollars and No Cents (\$6,000,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated February 13, 2008, for the fabrication, delivery, performance and installation of

Job Order Contract (JOC Program)

Various Project Locations,

Campus Park Improvements & Phase I Site Preparation

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

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 Six Million Dollars and No Cents (\$6,000,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 18th day of February, 2008, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

Business Address

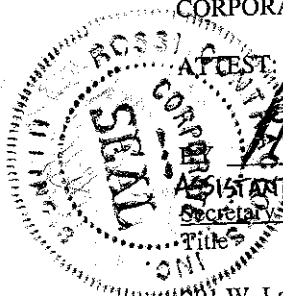
City

State

BY _____ (Seal)
Individual Principal

Individual Principal

CORPORATE SEAL



Ronald Rossi
Assistant Secretary

RONALD ROSSI

201 W. Lake Street
Northlake, IL 60164

BY

Brenda D. Hockberger
Brenda D. Hockberger

215 Shuman Blvd., Naperville, IL 60563

Business Address & Telephone

(630) 961-7012

Rossi Contractors, Inc.
Corporate Principal

BY

Gloria Rossi

President
Title

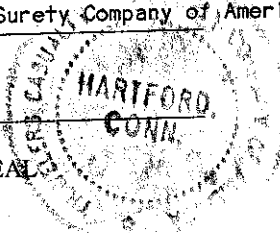
GLORIA ROSSI

Travelers Casualty and Surety Company of America
Corporate Surety

Attorney-in-Fact

Title

CORPORATE SEAL



FOR CLAIMS (Please Print):

Contact Name: BILL Thompson

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 630-961-7045 Fax: 866-216-5979

The rate of premium of this Bond is \$ 6.95/M Decreasing per thousand. **
Total amount of premium charged is \$ 37,350.00 **

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

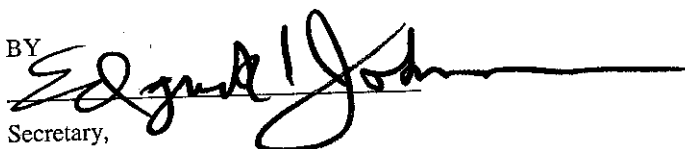
** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY

Secretary,

Public Building Commission of Chicago

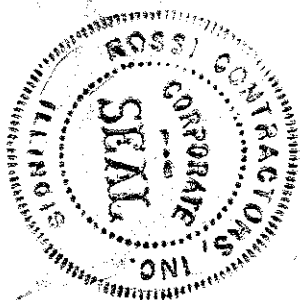


CERTIFICATE AS TO CORPORATE SEAL

I, RONALD ROSSI, certify that I am the ASSISTANT Secretary of
Rossi Contractors, Inc., corporation named as Principal in the foregoing performance and payment bond,
that GLORIA ROSSI who signed on behalf of the Principal was then
President of said corporation; that I know this person's signature, and the signature is
genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by
authority of its governing body.

Dated this 18TH day of FEBRUARY 2008.

CORPORATE SEAL



State of ILLINOIS
County of COOK

On this 18th day of February, 2008, before me personally appeared Brenda D. Hockberger, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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



Oscar F. Rincon
(Notary Public)



POWER OF ATTORNEY

Travelers Casualty and Surety Company

Travelers Casualty and Surety Company of America

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, (herein collectively called the "Companies") and that the Companies do hereby make, constitute and appoint **Rosemary Muliere, Moises Alcantar, of Chicago, Illinois; Kathleen M. Anderson, Evonne Brown, Gina M. Damato, Oscar F. Rincon, Cindy Genslinger, Heather Meneghetti, Brenda D. Hockberger, and Marva Miller, of Naperville, Illinois**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings, and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

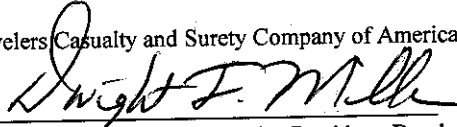
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of **March, 2008**.

Travelers Casualty and Surety Company

Travelers Casualty and Surety Company of America

State of Illinois
County of Kane ss. Naperville

By:

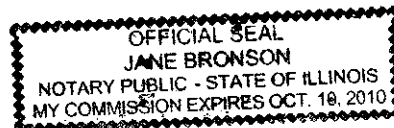

Dwight F. Miller, Vice President, Bond

On this the 3rd day of **March, 2008**, before me personally appeared **Dwight F. Miller**, who acknowledged himself to be the Vice President, Bond of Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America, and that himself, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 10th day of October, 2010.


Jane Bronson, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America, which resolutions are now in full force and effect, reading as follows:

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

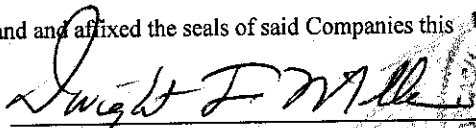
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, the undersigned, Vice President, Bond, Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America, 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 have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2008.


Dwight F. Miller, Vice President, Bond

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: CONTRACT 1461
Description of goods or services to be provided under Contract: # CAMPUS PARK IMPROVEMENTS & PHASE I SITE PREP (JOC PROGRAM)
2. Name of Contractor: ROSSI CONTRACTORS, INC
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

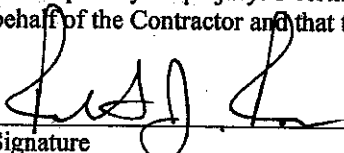
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
BILL FANNING	18-2 E. DUNDEE	ACCOUNTANT	\$10,000 (EST)
FANNING & CO	BARRINGTON IL		
BRIDGET O'KEEFE	227 W. MONROE	ATTORNEY	\$5,000 (EST)
DASPIN AUMENT	CHICAGO IL		
VARIOUS - TO BE DETERMINED			

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

DISCLOSURE OF RETAINED PARTIES

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

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


Signature

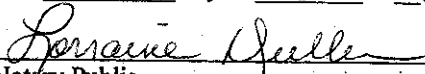
2-19-08
Date

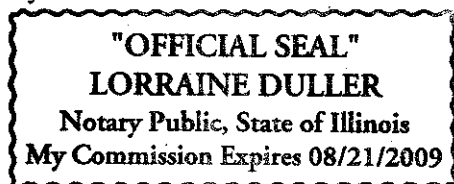
ROBERT J ROSSI
Name (Type or Print)

VICE PRESIDENT
Title

Subscribed and sworn to before me

this 19th day of Feb. 2008


Notary Public



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 2D
ROSSI-1

DATE (MM/DD/YYYY)

02/19/08

PRODUCER
The Horton Group, Inc.
www.thehortongroup.com
10320 Orland Parkway
Orland Park IL 60467
Phone: 708-845-3000

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

INSURED

Rossi Contractors, Inc.
201 W. Lake Street
Northlake IL 60164-2431

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American International Group

23795

INSURER B: Lexington Insurance Co.

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	3602200	03/09/07	03/09/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 Emp Ben. 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7204973	03/09/07	03/09/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	BE 727 48 54	03/09/07	03/09/08	EACH OCCURRENCE \$23,000,000 AGGREGATE \$23,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7207947	03/09/07	03/09/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Excess Umbrella	002 8094	03/09/07	03/09/08	\$1,000,000 <i>John 3/8/07</i>

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

Waiver of subrogation in favor of General Liability with respect to the listed additional insureds only when required by written contract.
Additional insured with respect to General and Auto Liability on a primary non contributory basis only when required by written contract: Public Building Commission; Chicago Board of Education; Chicago Park District

CERTIFICATE HOLDER

PUBLI-3

Public Building Commission of
Chicago
66 West Washington St
Room 200
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James J. Jansen

IMPORTANT

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

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

DISCLAIMER

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 2D
ROSSI-1

DATE (MM/DD/YYYY)
02/19/08

PRODUCER
The Horton Group, Inc.
www.thehortongroup.com
10320 Orland Parkway
Orland Park IL 60467
Phone: 708-845-3000

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American International Group

23795

INSURER B: Lexington Insurance Co.

INSURER C:

INSURER D:

INSURER E:

INSURED

Rossi Contractors, Inc.
201 W. Lake Street
Northlake IL 60164-2431

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602200	03/09/07	03/09/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7204973	03/09/07	03/09/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	BE 727 48 54	03/09/07	03/09/08	EACH OCCURRENCE \$ 23,000,000 AGGREGATE \$ 23,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7207947	03/09/07	03/09/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Excess Umbrella	002 8094	03/09/07	03/09/08	6,000,000

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

Waiver of subrogation in favor of General Liability with respect to the listed additional insureds only when required by written contract.
 Additional insured with respect to General and Auto Liability on a primary non contributory basis only when required by written contract: Public Building Commission; Chicago Board of Education; Chicago Park District

CERTIFICATE HOLDER

PUBLI-3

Public Building Commission of
Chicago
66 West Washington St
Room 200
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Leonard J. Jansen

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID 2D ROSSI-1	DATE (MM/DD/YYYY) 02/19/08
PRODUCER The Horton Group, Inc. www.thehortongroup.com 10320 Orland Parkway Orland Park IL 60467 Phone: 708-845-3000		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Rossi Contractors, Inc. 201 W. Lake Street Northlake IL 60164-2431		INSURERS AFFORDING COVERAGE INSURER A: American International Group INSURER B: Lexington Insurance Co. INSURER C: INSURER D: INSURER E:	NAIC # 23795

COVERAGES

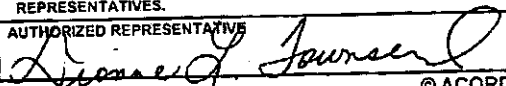
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	3602200	03/09/07	03/09/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/DP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY	7204973	03/09/07	03/09/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	BE 727 48 54	03/09/07	03/09/08	EACH OCCURRENCE	\$ 23,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 23,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10000					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7207947	03/09/07	03/09/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		OTHER	002 8094	03/09/07	03/09/08		6,000,000
		Excess Umbrella					

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

Waiver of subrogation in favor of General Liability with respect to the listed additional insureds only when required by written contract.

Additional insured with respect to General and Auto Liability on a primary non contributory basis only when required by written contract: Public Building Commission; Chicago Board of Education; Chicago Park District

CERTIFICATE HOLDER

PUBLIC-3 Public Building Commission of Chicago 66 West Washington St Room 200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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



February 13, 2008

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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook County

BENJAMIN REYES
President
DSR Group, Inc.

MARÍA N. SALDAÑA
President
Chicago Park District

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
MONTEL M. GAYLES

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

Ronald Rossi
Rossi Contractors, Inc.
201 W. Lake Street
Northlake, IL 60164

RE: **Notice of Award**
Contract No.: 1461
Type of Work: Various Project Locations, Campus Park
Improvements and Phase I Site Preparation
Project: Job Order Contracting (JOC Program)

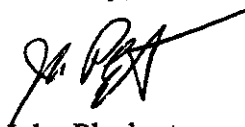
Dear Mr. Rossi:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on February 13, 2008 the Commission awarded to your company Contract No. 1461 in the amount of \$13,766,200.00.

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 February 20, 2008.

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

Sincerely,


John Plezbert
First Deputy Director

cc: J. Van Daveer