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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.

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DOCUMENT SUBMITTAL CHECKLIST

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

1. X Bid Form 1, Bid Form 2 and Bid Form 3 (Section Five)
2. X 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. X Affidavit of Uncompleted Work (Book 1, Section Six)
4. X Affidavit of Non-Collusion (Book 1, Section Six)
5. X Disclosure of Retained Parties (Book 1, Section Six)
6. X Acceptance of the Bid (Book 1, Section Six)
7. n/a Schedule B – Affidavit of Joint Venture (if applicable) (Book 1, Section Six)
8. X Management Plan (To Be Inserted By the Bidder) (Book 1, Section One)
9. X Bid Guarantee (To Be Inserted By the Bidder) (Book 1, Section Two)
10. X 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)

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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

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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

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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.

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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

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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:

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- (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

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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-

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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.

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

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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

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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.

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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

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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;

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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.

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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

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

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

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

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

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

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

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

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

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

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

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

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

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**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

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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

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

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

MARBLE FINISHER

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

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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;

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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.

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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,

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

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SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 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)

1

_____, 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.

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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:

1.0420

(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:

1.0813

(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:

1.0410

(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:

1.0802

(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:

1.0400

(Specify to four (4) decimal places)

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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:

1.0792

(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

1.0500

(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 = 14,032,327.34

FOURTEEN MILLION, THIRTY-TWO THOUSAND, THREE HUNDRED
(words)

TWENTY-SEVEN & 34/100.

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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	<u>1.0420</u>
Line 2.	Multiply Line 1 by (.10 X .70) = .070	<u>0.0729</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>1.0813</u>
Line 4.	Multiply Line 3 by (.10 X .30) = .030	<u>0.0324</u>

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

Line 5.	Normal Working Hours Adjustment Factor	<u>1.0410</u>
Line 6.	Multiply Line 5 by (.30 X .90) = .270	<u>0.2811</u>
Line 7.	Other Than Normal Working Hours Adjustment Factor	<u>1.0802</u>
Line 8.	Multiply Line 7 by (.30 X .10) = .030	<u>0.0324</u>

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

Line 9.	Normal Working Hours Adjustment Factor	<u>1.0400</u>
Line 10.	Multiply Line 9 by (.50 X .90) = .450	<u>0.4680</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>1.0792</u>
Line 12.	Multiply Line 11 by (.50 X .10) = .05	<u>0.0540</u>
Line 13.	Non Pre-priced Adjustment Factor	<u>1.0500</u>
Line 14.	Multiply Line 13 by .10	<u>0.1050</u>
Line 15.	Add lines 2, 4, 6 8, 10,12 and 14	<u>1.0458</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$14,000,000</u>
Line 17.	Multiply Line 15 by Line 16	<u>14,641,410.⁰⁰</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>0.4000</u>
Line 19.	Multiply Line 17 by Line 18 by 0.04	<u>234,262.⁵⁶</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>0.5000</u>
Line 21.	Multiply Line 17 by Line 20 by 0.03	<u>219,621.¹⁵</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>0.5000</u>
Line 23.	Multiply Line 17 by Line 22 by 0.01	<u>73,207.⁰⁵</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>0.0400</u>
Line 25.	Multiply Line 17 by Line 24 by 0.04	<u>23,426.²⁶</u>

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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>0.1000</u>
Line 27.	Multiply Line 17 by Line 26 by 0.03	<u>43,924.23</u>
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>0.1000</u>
Line 29.	Multiply Line 17 by Line 28 by 0.01	<u>14,641.41</u>
Line 30.	Summation of lines 19,21,23,25, 27 and 29	<u>609,082.66</u>
Line 31.	Subtract line 30 from Line 17	<u>14,032,327.34</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.

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3. Community Hiring Bonuses

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

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

4. Liquidated Damages

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 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.

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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:

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

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.

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6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Carpenters	35%
Cement Masons	25%
Electricians	25%
Glaziers	25%
Operating Engineers	25%
Painters	40%
Plasterers	40%
Plumbers	35%
Roofers	35%
Sheet Metal Workers	40%

PUBLIC BUILDING COMMISSION OF CHICAGO
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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

SEE ATTACHED SHEETS

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

//

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

//

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:

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PUBLIC BUILDING COMMISSION OF CHICAGO
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PROPOSAL TO BE EXECUTED BY A CORPORATION

Corporate Resolution (if a Corporation) See Attached Directive

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

a corporation duly organized and existing under the laws of the State of _____ 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 _____, 20____, 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 _____, 20____ to the Public Building Commission of Chicago, for Contract No. _____ 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: _____
Vice President: _____
Secretary: _____
Treasurer: _____
Assistant Secretary: _____

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

Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO
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CERTIFICATE

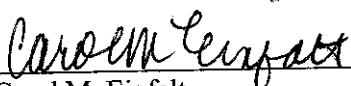
I do hereby certify that the following is a true, complete and correct copy of a Directive issued by FHP Management, Inc. on May 30, 2007, the Manager of F.H. Paschen, S.N. Nielsen & Associates, LLC.

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

Frank H. Paschen	Agent
Carol M. Einfalt	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
James V. Blair	Agent
Robert F. Zitek	Agent
Leo Wright	Agent

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

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., Manager of F. H. Paschen, S.N. Nielsen & Associates, LLC., this 4th day of December, 2007.


Carol M. Einfalt
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 4th day of December, 2007.


Kathleen Pattison
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP N/A

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

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR N/A

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 hereunder 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: _____

Part 1: Calculation of the Normal Working Hours Adjustment Factor for Work Order Value \$0 - \$300,000

F.H. Paschen, SNNielsen, Inc. has completed a comprehensive cost analysis of the Public Building Commission of Chicago CTC by comparing the new 2008 unit costs to FHP's current JOC contracts and their Construction Task Catalogs.

Recent projects and related cost were used comparing the new unit costs, including most importantly the Section 3a CDOT work tasks to existing tasks in the CTC.

Random projects were used based on similar 2007 PBC projects completed. Line items from the new 2008 Public Building Commission of Chicago CTC were compared to approve completed projects and the CTC proposals.

FHP has taken into consideration all of its business related and construction related costs also, what the adjustment factor includes as stated in the Construction Task Catalog. FHP is confident in their adjustment factors being balanced and responsible.

Part 1.1 Calculation Of The Normal Working Hours Adjustment Factor

JOC Project	Original Project		2008 PBC Bid	
	Estimate	Cost	Current Estimate with Factor of 1.0420	Cost
CPD	Moore Basketball Court Renovation	\$27,200.00	\$21,900.00	\$21,900.00
CPD	Durkin Asphalt Repair	\$43,068.00	\$34,900.00	\$34,900.00
CPD	Ritis Asphalt Repair	\$62,656.92	\$49,765.00	\$49,765.00
CPD	Columbus Asphalt Repair	\$15,271.86	\$11,650.00	\$11,650.00
CPD	Moore Fence Improvements	\$117,750.00	\$94,200.00	\$94,200.00
CPD	Rosco Playground	\$268,033.15	\$207,721.00	\$207,721.00
CDOT	ADA Ramp Program	\$612,342.00	\$479,451.98	\$479,451.98
CDOT	Madison Street @	\$89,348.49	\$75,564.00	\$75,564.00
CTA	3408 N. Southport Building Demo	\$89,246.40	\$71,587.00	\$71,587.00
CTA	3400 N. Lincoln Building Demo	\$116,274.11	\$87,258.00	\$87,258.00
CTA	2744 N. Wilton Building Demo	\$70,939.76	\$58,273.00	\$58,273.00
CTA	Demo 63rd & Halsted	\$86,927.11	\$83,871.00	\$83,871.00
Sub Total		\$1,449,891.57	\$1,276,140.98	
Totals		\$1,619,055.80	\$1,276,140.98	
Overhead & Profit		\$342,914.82	21.18%	
			Bid Factor 1.0420	Cost Escalation 4%
			\$1,510,787.02	1,327,186.62
			\$183,600.40	12.65%

The 2008 PBC estimate was calculated using a factor of 1.0420 for Normal Working Hours and compared to the previous CTC and the associated cost at the time of the project. This analysis shows that FHP can cover their overhead and be profitable at a factor of 1.0420

Part 2: 2.1 Calculation Of The Other Than Normal Working Hours Adjustment Factor for Work Orders \$0 to \$300,000

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

	Labor		Material		OH&P		Total	% Increase
	Increase	Labor						
Shift Time		\$ 40.00	\$ 40.00	\$ 20.00	\$ 100.00		100.00%	
Over Time	37.7%	\$ 55.08	\$ 40.00	\$ 20.00	\$ 115.08		115.08%	
Double Time	75.5%	\$ 70.20	\$ 40.00	\$ 20.00	\$ 130.20		130.20%	

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

Blend Rate of Shift, Over Time & Double Time

	Blend	Rate	Average	Wt
Shift Time	75.0%	100.00%	75.00%	
Over Time	25.0%	115.08%	28.77%	
Double Time	nil	130.20%	0.00%	
Total			103.77%	

Based on this calculation we believe that you can use a coefficient of 1.0377 to modify the Normal Working Hour Adjustment Factor for this project.

Normal Adjustment Factor	1.0420
Calculated Coefficient Other Than Normal Adjustment Factor	1.0377
Adjustment Factor	1.0813

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

Part 1: Calculation of the Normal Working Hours Adjustment Factor for Work Order Value \$300,000 - 1,000,000

F.H. Paschen, SNNielsen, Inc. has completed a comprehensive cost analysis of the Public Building Commission of Chicago CTC by comparing the new 2008 unit costs to FHP's current JOC contracts and their Construction Task Catalogs.

Recent projects and related cost were used comparing the new unit costs, including most importantly the Section 3a CDOT work tasks to existing tasks in the CTC.

Random projects were used based on similar 2007 PBC projects completed. Line items from the new 2008 Public Building Commission of Chicago CTC were compared to approve completed projects and the CTC proposals.

FHP has taken into consideration all of its business related and construction related costs also, what the adjustment factor includes as stated in the Construction Task Catalog. FHP is confident in their adjustment factors being balanced and responsible.

Part 1.2 Calculation Of The Normal Working Hours Adjustment Factor

JOC Project	Original Project		2008 PBC Bid	
	Estimate	Cost	Current Estimate with Factor of 1.000	Cost
JOC Projects				
CPD Moore Basketball Court Renovation	\$27,200.00	\$21,900.00	\$27,485.18	\$21,900.00
CPD Durkin Asphalt Repair	\$43,066.00	\$34,900.00	\$568,735.02	\$34,900.00
CPD Rile's Asphalt Repair	\$62,656.92	\$49,765.00	\$63,895.24	\$49,765.00
CPD Columbus Asphalt Repair	\$15,271.86	\$11,650.00	\$16,380.30	\$11,650.00
CPD Moore Fence Improvements	\$117,750.00	\$94,200.00	135,463.38	\$94,200.00
CPD Rosco Playground	\$288,033.15	\$207,721.00	265,381.43	\$207,721.00
CDOT ADA Ramp Program	\$612,342.00	\$479,451.98	465,870.32	\$479,451.98
CDOT Madison Street @	\$89,348.49	\$75,564.00	65,722.52	\$75,564.00
CTA 3408 N. Southport Building Demo	\$99,246.40	\$71,587.00	84,703.75	\$71,587.00
CTA 3400 N. Lincoln Building Demo	\$116,274.11	\$87,258.00	122,382.54	\$87,258.00
CTA 2744 N. Wilton Building Demo	\$70,939.76	\$58,273.00	70,981.77	\$58,273.00
CTA Demo 63rd & Halsted	\$98,927.11	\$83,871.00	82,890.14	\$83,871.00
Sub Total			\$1,449,891.57	\$1,276,140.98
Totals			Bid Factor 1.0410	Cost Escalation 4%
Overhead & Profit			\$1,509,337.13	1,327,186.62
			\$182,150.51	12.56%

The 2008 PBC estimate was calculated using a factor of 1.0410 for Normal Working Hours and compared to the previous CTC and the associated cost at the time of the project. This analysis shows that FHP can cover their overhead and be profitable at a factor of 1.0410 for Work Order in the \$300,000 to 1,000,000 range.

Part 2: 2.2 Calculation Of The Other Than Normal Working Hours Adjustment Factor for Work Orders \$300,000 to \$1,000,000

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

	Labor					
	Increase	Labor	Material	OH&P	Total	% Increase
Shift Time		\$ 40.00	\$ 40.00	\$ 20.00	\$ 100.00	100.00%
Over Time	37.7%	\$ 55.08	\$ 40.00	\$ 20.00	\$ 115.08	115.08%
Double Time	75.5%	\$ 70.20	\$ 40.00	\$ 20.00	\$ 130.20	130.20%

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

Blend Rate of Shift, Over Time & Double Time

	Blend	Rate	Average	Wt
Shift Time	75.0%	100.00%	75.00%	
Over Time	25.0%	115.08%	28.77%	
Double Time	nil	130.20%	0.00%	
Total			103.77%	

Based on this calculation we believe that you can use a coefficient of 1.0377 to modify the Normal Working Hour Adjustment Factor for this project.

Normal Adjustment Factor	1.0410
Calculated Coefficient Other Than Normal Adjustment Factor	1.0377
	1.0802

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

Part 1: Calculation of the Normal Working Hours Adjustment Factor for Work Orders over \$1,000,000

F.H. Paschen, SNNielsen, Inc. has completed a comprehensive cost analysis of the Public Building Commission of Chicago CTC by comparing the new 2008 unit costs to FHP's current JOC contracts and their Construction Task Catalogs.

Recent projects and related cost were used comparing the new unit costs, including most importantly the Section 3a CDOT work tasks to existing tasks in the CTC.

Random projects were used based on similar 2007 PBC projects completed. Line items from the new 2008 Public Building Commission of Chicago CTC were compared to approve completed projects and the CTC proposals.

FHP has taken into consideration all of its business related and construction related costs also, what the adjustment factor includes as stated in the Construction Task Catalog. FHP is confident in their adjustment factors being balanced and responsible.

Part 1.3 Calculation Of The Normal Working Hours Adjustment Factor

JOC Project	Original Project		2008 PBC Bid	
	Estimate	Cost	Current Estimate with Factor of 1.000	Cost
JOC Projects				
CPD	Moore Basketball Court Renovation	\$27,200.00	\$21,900.00	\$21,900.00
CPD	Durkin Asphalt Repair	\$43,086.00	\$34,900.00	\$34,900.00
CPD	Riis Asphalt Repair	\$62,656.92	\$49,765.00	\$49,765.00
CPD	Columbus Asphalt Repair	\$15,271.86	\$11,650.00	\$11,650.00
CPD	Moore Fence Improvements	\$117,750.00	\$94,200.00	\$94,200.00
CPD	Rosco Playground	\$268,033.15	\$207,721.00	\$207,721.00
CDOT	ADA Ramp Program	\$612,342.00	\$479,451.98	\$479,451.98
CDOT	Madison Street @	\$89,348.49	\$75,564.00	\$75,564.00
CTA	3408 N. Southport Building Demo	\$89,246.40	\$71,587.00	\$71,587.00
CTA	3400 N. Lincoln Building Demo	\$116,274.11	\$87,258.00	\$87,258.00
CTA	2744 N. Wilton Building Demo	\$70,939.76	\$58,273.00	\$58,273.00
CTA	Demo 63rd & Halsted	\$83,927.11	\$83,871.00	\$83,871.00

Totals	\$1,619,065.80	\$1,276,140.98	Sub Total	\$1,449,891.57	\$1,276,140.98
Overhead & Profit	\$342,914.82	21.18%	Bid Factor 1.0400	\$1,507,887.24	Cost Escalation 4%
				\$180,700.62	1,327,186.62
					12.46%

The 2008 PBC estimate was calculated using a factor of 1.0400 for Normal Working Hours and compared to the previous CTC and the associated cost at the time of the project. This analysis shows that FHP can cover their overhead and be profitable at a factor of 1.0400 for Work Orders over 1,000,000

Part 2: 2.3 Calculation Of The Other Than Normal Working Hours Adjustment Factor for Work Orders Over \$1,000,000

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

	Labor					Total	% Increase
	Increase	Labor	Material	OH&P			
Shift Time		\$ 40.00	\$ 40.00	\$ 20.00	\$ 100.00		100.00%
Over Time	37.7%	\$ 55.08	\$ 40.00	\$ 20.00	\$ 115.08		115.08%
Double Time	75.5%	\$ 70.20	\$ 40.00	\$ 20.00	\$ 130.20		130.20%

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

Blend Rate of Shift, Over Time & Double Time

	Blend	Rate	Average	Wt
Shift Time	75.0%	100.00%	75.00%	
Over Time	25.0%	115.08%	28.77%	
Double Time	nil	130.20%	0.00%	
Total			103.77%	

Based on this calculation we believe that you can use a coefficient of 1.0377 to modify the Normal Working Hour Adjustment Factor for this project.

Normal Adjustment Factor	1.0400
Calculated Coefficient Other Than Normal Adjustment Factor	1.0377
1.0792	

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

Part 3: Calculation of the Non-Prepriced Adjustment Factor

Based on our extensive JOC experience we have found that the use of Non-Prepriced has been very limited. The Construction Task Catalog is very complete and provides us with thousands of unit prices to choose from. In the rare occasion that we have had to use Non-Prepriced items it has been generally limited to special material or equipment purchases.

Base Cost	1.0000
Bond	0.0055
Insurance	0.0078
OH&P	0.0367
Non-Prepriced Adjustment Factor	1.0500

Therefore based on these calculations we believe that a 1.0633 Adjustment factor can be used for non-prepriced items for this project.

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

BID FORM A: Affidavit of Uncompleted Work

PART 1: WORK UNDER CONTRACT

See Attached Affidavit of Availability

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

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

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

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

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

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	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						

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	1	2	3	4	5	6	Use additional forms as needed
PROJECT	Terminal 1&2 Rehab	Ridgeland Bridge	Plaza 41 ORT	Route 41 Relocate	Countywide Ext Wall	Plaza 37	
Contract With	CDOA	Cook County	ISTHA	CDOT	Cook County	ISTHA	
Estimated Completion Date	February 8, 2008	October 14, 2005	Sept 30, 2007	Dec 1, 2008	December 2007	August 2007	
Total Contract Price	\$89,594,623	\$1,839,078	\$23,289,274	\$17,108,819	\$2,624,000	\$4,472,456	SUB-TOTAL
Uncompleted Dollar Value	\$5,665,785	\$13,510	\$1,280,498	\$16,340,069	\$683,551	\$100,921	\$24,084,334

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

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

	SUB-TOTALS
Excavating & Grading	\$3,629,000
PCC Base, C&G Paving	\$0
Bituminous Concrete Paving	\$0
Stabilized Base (BAM,CAM,PAM)	\$0
Aggregate Base and Fill	\$675,000
Foundation (Caisson & Pile)	\$0
Highway Structures	\$0
Sewer & Drain Structures	\$50,000
Painting	\$0
Pavement Marking	\$0
Signing	\$0
Landscaping	\$0
Demolition	\$0
Fencing	\$0
Others (List) Demo	\$450,000
	\$0
	\$0
	\$0
	\$0

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	1	2	3	4	5	6	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete				\$3,027,000			\$3,027,000
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction	\$2,357,000				\$310,200		\$2,667,200
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$2,357,000	\$0	\$0	\$7,831,000	\$310,200	\$0	\$10,498,200

REMARKS:

Part III. Work Subcontracted to Others.

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

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

If no work is subcontracted to others, show NONE.

	1	2	3	4	5	6	TOTALS
Subcontractor	Garth Masonry	Certified Painting	Cabo	Benchmark	Sanchez	Central	
Type of Work	Masonry, Concrete	Painting	Sewer	Sewer	Asphalt	Asphalt	
Subcontract Price	\$6,700,000	\$446,000	\$2,315,417	\$6,382,022	\$3,842	\$227,541	
Amount Uncompleted	\$216,950	\$0	\$155,417	\$6,382,022	\$3,842	\$40,783	
Subcontractor	Midwest Wrecking	Gallagher	Acura	Brandenburg	Rojas Concrete	Pat McNally Const	
Type of Work	Demolition	Paving	Paving	Demolition	Concrete	Sewer	
Subcontract Price	\$385,000	\$29,472	\$2,339,749	\$1,759,510	\$50,000	\$348,534	
Amount Uncompleted	\$0	\$3,163	\$429,666	\$1,759,510	\$43,750	\$25,043	
Subcontractor	C.L. Bec	Traffic Service	Divane	Sanchez	F&B Masonry	United Rental	
Type of Work	Carpentry	Traffic Control	Electric	Paving	Masonry	Traffic Control	
Subcontract Price	\$920,886	\$16,405	\$3,465,090	\$15,960	\$1,597,246	\$140,636	
Amount Uncompleted	\$0	\$1,103	\$441,123	\$15,960	\$121,315	\$19,505	
Subcontractor	Thatcher Engineer	Home Town Elec	Midwest Fence	Midwest Fence	Composite Steel	Gibson Electric	
Type of Work	Bracing/Retention	Electric	Fence/Guardrail	Fence	Structural Steel	Electric	
Subcontract Price	\$1,328,000	\$66,735	\$280,874	\$19,292	\$37,756	\$789,151	
Amount Uncompleted	\$0	\$0	\$22,417	\$19,292	\$37,756	\$14,069	
Subcontractor	Dynamic Wrecking	Midwest Fence	Laredo Systems	Mega Steel	Knickerbocker	Kujo	
Type of Work	Excavation	Fence	Landscape	Reinforcing Steel	Roofing	Signage	
Subcontract Price	\$800,000	\$239,854	\$248,930	\$68,801	\$81,249	\$470,405	
Amount Uncompleted	\$70,136	\$0	\$101,300	\$68,801	\$81,249	\$0	
Subcontractor	Enviroplus	Gateway	MA Steel Erectors	Midwest Forestry	Sager Sealant	AC Pavement	
Type of Work	Abatement	Rebar	Reinforcing Steel	Clearing	Caulk	Stripping	
Subcontract Price	\$105,355	\$12,318	\$169,336	\$4,800	\$16,000	\$28,891	
Amount Uncompleted	\$0	\$0	\$49,160	\$4,800	\$16,000	\$1,521	
Subcontractor	Era Valdivia	S&J	Qu-Bar		Legacy	Mega Steel	
Type of Work	Paint	Steel Erection	HVAC		Painting	Reinforcing Steel	
Subcontract Price	\$346,400	\$28,600	\$133,272		\$69,439	\$35,379	
Amount Uncompleted	\$42,700	\$0	\$0	\$0	\$69,439	\$0	
Subcontractor	Edward Gillen	Illinois Adhesive	Delta Structures				
Type of Work	Piling	Waterproofing	Canopy				
Subcontract Price	\$1,414,015	\$1,653	\$430,000				
Amount Uncompleted	\$0	\$0	\$81,415	\$0	\$0	\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of Work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$44,535,200	\$106,268	\$5,199,369	\$1,863,562	\$2,107,000	\$2,447,824	
Amount Uncompleted	\$2,978,999	\$9,244	\$0	\$258,684	\$0	\$0	
Total Uncompleted	\$3,308,785	\$13,510	\$1,280,498	\$8,509,069	\$373,351	\$100,921	\$13,586,134

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

See Last Page for Signature

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

Affidavit on Uncompleted Work

Complete this form by either

typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	7	8	9	10	11	12	Use additional forms as needed
PROJECT	Gale Community	Tri-State Tollway	Collins HS	Williw Road	I-80/94 FlyO I-394	South Water Purificat	
Contract With	PBC	Illinois Tollway	CPS	ISTHA	IDOT	CDOT	
Estimated Completion Date	June 2007	October 31, 2006	August 15, 2007	June 30, 2008	September 15, 2006	November 2006	
Total Contract Price	\$6,522,296	\$73,902,426	\$7,372,446	\$24,374,460	\$9,744,359	\$4,577,496	SUB-TOTAL
Uncompleted Dollar Value	\$623,513	\$3,075,777	\$122,506	\$5,062,850	\$64,426	\$23,427	\$8,972,499.00

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

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

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

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	7	8	9	10	11	12	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0.00
Ornamental Steel (Bldg. Const.)							\$0.00
Struct. Concrete (Bldg. Const.)							\$0.00
Miscellaneous Concrete				\$200,000.00			\$200,000.00
Fireproofing							\$0.00
Masonry							\$0.00
H.V.A.C.							\$0.00
Mechanical							\$0.00
Electrical							\$0.00
Plumbing							\$0.00
Roofing & Sheet Metal							\$0.00
Flooring & Tile Work							\$0.00
Drywall and Plaster Work							\$0.00
Ceiling Const.							\$0.00
Hollow Metal and Hardware							\$0.00
Glazing and Caulking							\$0.00
Miscellaneous Arch. Work							\$0.00
Others (list) (Fabrication)							\$0.00
Building Construction							\$0.00
Other Construction-Misc.							\$0.00
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000

REMARKS:

Part III. Work Subcontracted to Others.

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

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

If no work is subcontracted to others, show NONE.

	7	8	9	10	11	12	SUB-TOTAL
Subcontractor	Pro Fence	Midwest Fence	F&B	Peter Baker	EVC	Speedy Gonzales	
Type of Work	Fence	Fence	Masonry	Asphalt	Paint	Landscaping	
Subcontract Price	\$16,962	\$668,963	\$172,551	\$1,048,487	\$96,000	\$215,900	
Amount Uncompleted	\$2,542	\$31,071	\$45,978	\$386,180	\$0	\$10,900	
Subcontractor	Midwest REM	S&J Construction	K Bailey	Jabco	Natural Creations	Arc Underground	
Type of Work	Excavation	Steel Work	Carpentry	Demolition	Landscape	Utilities	
Subcontract Price	\$520,603	\$1,968,812	\$18,666	\$346,036	\$119,245	\$431,144	
Amount Uncompleted	\$0	\$225,848	\$0	\$0	\$0	\$6,727	
Subcontractor	A&H Plumbing	United Rentals	Jade	Araiza	K-Five	Precision	
Type of Work	Plumbing	Traffic Control	Carpentry	Concrete Work	Asphalt	Surveyors	
Subcontract Price	\$161,896	\$775,781	\$159,902	\$529,841	\$41,192	\$25,400	
Amount Uncompleted	\$0	\$69,148	\$19,097	\$387,804	\$0	\$4,600	
Subcontractor	Natola	American Demoliti	Lake Shore Glass	Hecker & Co.	John Burns	L&M Welding	
Type of Work	Concrete	Demolition	Glass	Electrical	Electrical	Steel	
Subcontract Price	\$331,313	\$845,939	\$68,850	\$1,646,203	\$91,580	\$113,371	
Amount Uncompleted	\$24,733	\$32,520	\$30,816	\$1,242,091	\$0	\$0	
Subcontractor	Metal Erectors	Laredo Systems	Market	GFS	Gateway	Powell	
Type of Work	Steel Erection	Landscaping	Drywall	Fence & Guardrail	Reinforcing Erection	Roofing	
Subcontract Price	\$212,980	\$314,871	\$521,252	\$296,266	\$362,772	\$33,555	
Amount Uncompleted	\$96,380	\$249,188	\$16,810	\$224,304	\$1,248	\$0	
Subcontractor	Knickerbocker	Ricci/Welch, Inc.	Titan Commercial	Natural Creations	Lucky Charm	Plumbing Systems	
Type of Work	Roofing	Sewer Work	Floor	Landscape	Clearing	Plumbing	
Subcontract Price	\$324,900	\$4,418,346	\$88,705	\$207,153	\$5,400	\$44,822	
Amount Uncompleted	\$54,380	\$287,801	\$2,705	\$184,565	\$0	\$0	
Subcontractor	JP Phillips	Edward Gillen	Just Rite	Lucky Charm	Hawk Enterprises	QuBar	
Type of Work	Plaster	Piling	Acoustic	Clearing	Layout	HVAC	
Subcontract Price	\$24,140	\$2,654,256	\$164,600	\$52,626	\$59,975	\$129,382	
Amount Uncompleted	\$24,140	\$0	\$2,300	\$3,770	\$0	\$0	
Subcontractor	Justrite	S&R Masonry	Mr. Davids	Area Equipment	Acura	Sager	
Type of Work	Acoustical Ceiling	Masonry	Flooring	Steel Erection	Paving	Sealant	
Subcontract Price	\$10,250	\$435,624	\$192,611	\$325,718	\$197,759	\$10,175	
Amount Uncompleted	\$10,250	\$0	\$1,073	\$153,109	\$0	\$1,200	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$4,047,728	\$43,384,641	\$4,730,159	\$9,138,564	\$3,942,656	\$2,243,840	
Amount Uncompleted	\$386,088	\$2,180,201	\$3,727	\$2,281,027	\$63,178	\$0	
Total Uncompleted	\$598,513	\$3,075,777	\$122,506	\$4,862,850	\$64,426	\$23,427	\$8,747,499.00

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

See Last Page for Signature

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

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	13	14	15	16	17	18	Use additional forms as needed
PROJECT	River Rd. Plaza 19	Belmont/Fullerton	9th Dist Police	Upper Des Plaines	3 Station Brown Line	5 Station Brown Line	
Contract With	Illinois Tollway	CTA	PBC	MWRDGC	CTA	CTA	
Estimated Completion Date	June 2007	February 2010	December 2009	May 2009	June 2007	August 2007	
Total Contract Price	\$27,067,316	\$97,142,438	\$28,977,000	\$11,756,000	\$45,903,880	\$20,650,253	SUB-TOTAL
Uncompleted Dollar Value	\$2,767,272	\$53,399,845	\$19,750,419	\$11,756,000	\$15,513,603	\$346,762	\$103,533,901.00

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

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

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

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	13	14	15	16	17	18	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete							\$0
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction		\$15,000,000	\$5,289,216	\$3,017,000	\$1,119,557	\$75,000	\$24,500,773
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0.00
Owner's Facilities							\$0.00
							\$0.00
							\$0.00
Totals	\$0	\$15,000,000	\$5,289,216	\$3,017,000	\$1,119,557	\$75,000	\$24,500,773

REMARKS:

Part III. Work Subcontracted to Others.

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

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

If no work is subcontracted to others, show NONE.

	13	14	15	16	17	18	SUB-TOTAL
Subcontractor	Civil	Dynamic Wrecking	Superior Floor		Gillen	Alpine Demo	
Type of Work	Sewer	Demolition	Flooring		Foundation	Demolition	
Subcontract Price	\$858,191	\$3,085,000	\$62,430		\$1,275,953	\$60,269	
Amount Uncompleted	\$205,251	\$99,564	\$62,430		\$289,999	\$0	
Subcontractor	Specialty	Case Foundations	T&D		Dynamic Wrecking	Dynamic Wrecking	
Type of Work	Pavement Demo	Cassions	Excavating		Demolition	Demolition	
Subcontract Price	\$24,328	\$4,244,241	\$2,558,000		\$1,610,484	\$750,000	
Amount Uncompleted	\$0	\$1,651,428	\$702,250		\$80,169	\$29,725	
Subcontractor	NES	Civil Contractors	Cabo		Swanson	Divane Bros	
Type of Work	Traffic Control	Utilities	Sewer		Track	Electric	
Subcontract Price	\$579,099	\$800,000	\$272,188		\$779,456	\$4,617,226	
Amount Uncompleted	\$230,145	\$374,472	\$145,988		\$84,942	\$49,380	
Subcontractor	Arrow	A&H Plumbing	MG Electric		EVC	EVC	
Type of Work	Asphalt	Plumbing	Electrical		Painting	Painting	
Subcontract Price	\$1,295,244	\$410,463	\$4,050,000		\$1,120,000	\$750,000	
Amount Uncompleted	\$295,236	\$304,054	\$2,885,675		\$664,553	\$44,601	
Subcontractor	GFS	RW Collins	Nikolas		Roberts	Lakeshore Glass	
Type of Work	Guard Rail	Tank Removal	Paint		HVAC	Glazing	
Subcontract Price	\$354,233	\$56,000	\$89,000		\$239,950	\$655,592	
Amount Uncompleted	\$959	\$3,554	\$84,000		\$162,165	\$1,700	
Subcontractor	Omega	Chappel West, Inc	Weis		A&H	A&H	
Type of Work	Selective Demo	Metal Bldg	Stone		Plumbing	Plumbing	
Subcontract Price	\$734,720	\$249,822	\$6,995		\$234,277	\$12,900	
Amount Uncompleted	\$124,039	\$0	\$6,995		\$124,533	\$2,000	
Subcontractor	Market Contracting	Brand	Kone		Justrite	Ellison Bronze	
Type of Work	Drywall	Scaffolding	Elevator		Accoustical	Doors	
Subcontract Price	\$38,057	\$4,772	\$88,889		\$78,930	\$77,750	
Amount Uncompleted	\$10,000	\$0	\$83,889		\$78,930	\$0	
Subcontractor	A-1 Roofing	Break Thru	Mid-America		Western Remac	Industrial Door	
Type of Work	Roofing	Demolition	Elevator		Signage	Doors	
Subcontract Price	\$88,445	\$353,400	\$128,650		\$415,048	\$28,400	
Amount Uncompleted	\$10,536	\$0	\$123,650		\$312,295	\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$11,750,530	\$56,377,990	\$14,057,537	\$8,739,000	\$30,175,720	\$8,482,657	
Amount Uncompleted	\$1,891,106	\$35,966,773	\$10,366,326	\$8,739,000	\$12,596,460	\$144,356	
Total Uncompleted	\$2,767,272	\$38,399,845	\$14,461,203	\$8,739,000	\$14,394,046	\$271,762	\$79,033,128

64.33/441/342

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

See Last Page for Signature

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

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	19	20	21	22	23	24	Use additional forms as needed
PROJECT	Lake / Randolph	O'Hare MP JOC	Wentworth II	I-80/94- 62114	Archer Ave.	Jackson/Van Buren	
Contract With	CDOT	CDOA	CHA	IDOT	CDOT	CDOT	
Estimated Completion Date	August 2005	January 2008	May 2007	June 26, 2007	May 26, 2006	January 2007	
Total Contract Price	\$17,101,491	\$10,000,000	\$36,150,373	\$71,424,115	\$10,756,392	\$19,852,360	SUB-TOTAL
Uncompleted Dollar Value	\$144,860	\$10,000,000	\$753,307	\$2,468,600	\$749,305	\$2,704,612	\$16,820,684.00

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

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

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

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	19	20	21	22	23	24	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete				\$35,000			\$35,000
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction						\$25,000	\$25,000
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$0	\$0	\$0	\$35,000	\$0	\$25,000	\$60,000

REMARKS:

Part III. Work Subcontracted to Others.

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

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If no work is subcontracted to others, show NONE.

	19	20	21	22	23	24	SUB-TOTAL
Subcontractor	International		JVI Industries	S&J Construction	Highway Safety	Dynamic Wrecking	
Type of Work	Stone		Abatement	Signage	Traffic Control	Demolition	
Subcontract Price	\$979,681		\$487,106	\$793,129	\$202,286	\$367,882	
Amount Uncompleted	\$0		\$0	\$69,281	\$78,919	\$0	
Subcontractor	Cab Works		Universal Iron	Cabo	Mega Steel	F&B Masonry	
Type of Work	Misc Metal		Fence	Sewer	Reinforcing	Masonry	
Subcontract Price	\$691,773		\$357,800	\$6,470,463	\$365,203	\$506,532	
Amount Uncompleted	\$0		\$141,504	\$382,878	\$12,271	\$0	
Subcontractor	Aldridge Elec.		Knickerbocker	Aldridge Electric	Civil	EVC	
Type of Work	Electrical		Roofing	Electric	Sewer	Paint	
Subcontract Price	\$6,177,485		\$1,445,000	\$710,560	\$692,942	\$150,000	
Amount Uncompleted	\$30,571		\$22,150	\$105,030	\$138,695	\$0	
Subcontractor	A-Green Plus		Homeland	Brandenburg	Acura	Metropolitan	
Type of Work	Plumbing		Windows	Demolition	Paving	Fire Protection	
Subcontract Price	\$82,271		\$1,663,085	\$844,266	\$1,423,101	\$18,000	
Amount Uncompleted	\$0		\$11,850	\$24,786	\$316,597	\$0	
Subcontractor	Roberts Environ.		Aquamist	GF Structures	Marking Spec.	A Green Plus	
Type of Work	Mechanical		Plumbing	Fence & Guard	Striping	Plumbing	
Subcontract Price	\$115,000		\$2,717,785	\$443,531	\$23,739	\$110,000	
Amount Uncompleted	\$0		\$3,300	\$35,797	\$0	\$0	
Subcontractor	Era Valdivia		Sager	Lucky Charm	Era Valdivia	Roberts Env	
Type of Work	Paint		Sealant	Clearing	Painting	HVAC	
Subcontract Price	\$115,300		\$34,500	\$48,731	\$53,858	\$94,945	
Amount Uncompleted	\$0		\$3,500	\$21,274	\$0	\$0	
Subcontractor	Break Thru		Schindler	Hawk Enterprises	Commonwealth	Break Thru	
Type of Work	Demolition		Elevator	Layout	Downspouts	Demolition	
Subcontract Price	\$22,700		\$57,000	\$570,521	\$21,800	\$26,450	
Amount Uncompleted	\$0		\$0	\$0	\$0	\$0	
Subcontractor	Metropolitan		Landscape Forms	NES	Western Remac	Kone	
Type of Work	Fire Protection		Site Furniture	Traffic Control	Signage	Elevator	
Subcontract Price	\$28,000		\$23,940	\$793,129	\$24,340	\$920,000	
Amount Uncompleted	\$0		\$0	\$69,147	\$0	\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	
Subcontract Price	\$3,575,000	\$10,000,000	\$26,297,384	\$26,204,383	\$2,272,934	\$8,829,870	\$77,179,571.00
Amount Uncompleted	\$114,289	\$10,000,000	\$571,003	\$1,725,407	\$202,823	\$2,679,612	\$15,293,134.00
Total Uncompleted	\$144,860	\$10,000,000	\$753,307	\$2,433,600	\$749,305	\$2,679,612	\$16,760,684.00

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

See Last Page for Signature

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

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	25	26	27	28	Pending	30	Use additional forms as needed
PROJECT	Skyway Concessio	Skyway Concessio	CDOT	Midway Airport Pkg	Improvement Batt	Loomis Courts	
Contract With	Contract A	Contract B	Monroe Bridge Ho	CDOA	MWRDGC	CHA	
Estimated Completion Date	October 2007	October 2007	January 31, 2008	October 30, 2005	March 2012	April 2006	
Total Contract Price	\$19,929,000	\$14,027,617	\$4,100,000	\$71,248,065	\$20,391,000	\$15,646,791	SUB-TOTAL
Uncompleted Dollar Value (Prime)	\$806,431	\$2,908,255	\$1,374,084	\$743,914	\$20,391,000	\$215,616	\$26,439,300.00
Uncompleted Dollar Value (Sub)							

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

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

	SUB-TOTALS					
Excavating & Grading						\$0
PCC Base, C&G Paving						\$0
Bituminous Concrete Paving						\$0
Stabilized Base (BAM,CAM,PAM)						\$0
Aggregate Base and Fill						\$0
Foundation (Caisson & Pile)						\$0
Highway Structures		\$25,000				\$25,000
Sewer & Drain Structures						\$0
Painting						\$0
Pavement Marking						\$0
Signing						\$0
Landscaping						\$0
Demolition						\$0
Fencing						\$0
Others (List)						\$0
						\$0
						\$0
						\$0

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	25	26	27	28	29	30	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete	\$25,000						\$25,000
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction			\$489,059	\$15,000	\$3,829,000		\$4,333,059
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$25,000	\$25,000	\$489,059	\$15,000	\$3,829,000	\$0	\$4,383,059

REMARKS:

Part III. Work Subcontracted to Others.

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

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

If no work is subcontracted to others, show NONE.

	25	26	27	28	Pending	30	SUB-TOTAL
Subcontractor	Reith Riley	Acura	United Rental	Garco Enterprize		Neat & Clean	
Type of Work	Asphalt	Paving	Traffic Control	HVAC		Cleaning	
Subcontract Price	\$557,356	\$3,073,927	\$27,176	\$472,975		\$63,395	
Amount Uncompleted	\$420,634	\$138,266	\$0	\$0		\$0	
Subcontractor	Brandenburg	Bigane	Holly Marine	Mota Construction		Hyde Park	
Type of Work	Demolition	Asphalt	Barge Work	Carpentry		Environmental	
Subcontract Price	\$745,304	\$2,868,296	\$46,000	\$785,784		\$883,512	
Amount Uncompleted	\$0	\$1,741,446	\$0	\$355,993		\$10,485	
Subcontractor	Eagle	Brandenburg	Brandenburg	Dynamic Wrecking		T&D	
Type of Work	Paint	Demolition	Demolition	Excavation		Excavation	
Subcontract Price	\$58,900	\$518,773	\$280,000	\$1,553,004		\$471,902	
Amount Uncompleted	\$4,300	\$148,076	\$0	\$0		\$34,274	
Subcontractor	Reliable	Hecker	F&B Masonry	Kone, Inc.		Drilled Foundation	
Type of Work	Sewer	Electrical	Masonry	Elevator		Foundation	
Subcontract Price	\$445,591	\$778,186	\$870,800	\$982,849		\$68,000	
Amount Uncompleted	\$155,868	\$507,662	\$435,683	\$0		\$0	
Subcontractor	Area	Midwest Fence	K&K Iron	Powel		Arc Underground	
Type of Work	Erection	Fence	Structural Steel	Roofing		Utilities	
Subcontract Price	\$601,770	\$111,266	\$252,600	\$100,800		\$90,173	
Amount Uncompleted	\$0	\$67,370	\$107,902	\$0		\$3,441	
Subcontractor	American	United Rentals	Auburn Corp.	Aldridge Electric		F&B	
Type of Work	Restoration	Traffic Control	Windows	Electric		Masonry	
Subcontract Price	\$241,487	\$404,538	\$48,000	\$2,810,398		\$582,518	
Amount Uncompleted	\$40,258	\$136,616	\$31,820	\$0		\$9,125	
Subcontractor	Mega Steel	Reliable	Mr. Davids	Gurtz Electric		K&K Metal	
Type of Work	Rebar Erection	Sewer	Flooring	Electric		Misc Metal	
Subcontract Price	\$694,238	\$537,270	\$1,000	\$5,815,000		\$209,672	
Amount Uncompleted	\$29,910	\$143,819	\$1,000	\$372,921		\$5,298	
Subcontractor	Acura	Angus	Legacy Paint	Revcon		Market	
Type of Work	Paving	Steel Erection	Paint	Caissons		Drywall	
Subcontract Price	\$1,068,316	\$282,630	\$14,200	\$1,949,753		\$1,399,542	
Amount Uncompleted	\$130,461	\$0	\$14,200	\$0		\$0	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$6,704,304	\$2,682,122	\$2,296,838	\$41,452,000	\$8,253,056	\$7,854,157	\$69,242,477.00
Amount Uncompleted	\$0	\$0	\$294,420	\$0	\$5,489,588	\$152,993	\$5,937,001.00
Total Uncompleted	\$781,431	\$2,883,255	\$885,025	\$728,914	\$5,489,588	\$215,616	\$10,983,829.00

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

See Last Page For Signature

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

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	31	32	33	34	35	36	Use additional forms as needed
PROJECT	Reconstruct I-88	Jardine Water P.P.	Hydraulic Imp	Jardine Water Plant	SB I-94/I-07-5226	Brown Line-4 Stati	
Contract With	ISTHA	CDOWM	MWRDGC	CDOWM	ISTHA	CTA	
Estimated Completion Date	Dec 15, 2009	January, 2008	March, 2010	November, 2008	November, 2008	November, 2009	
Total Contract Price	\$54,446,344	\$12,693,610	\$61,636,184	\$8,966,000	\$32,932,708	\$66,988,000	SUB-TOTAL
Uncompleted Dollar Value (Prime)	\$30,886,139	\$6,537,519	\$46,490,776	\$8,966,000	\$31,102,099	\$52,702,090	\$176,684,623.00
Uncompleted Dollar Value (Sub)							

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

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

							SUB-TOTALS
Excavating & Grading	\$652,500						\$652,500
PCC Base, C&G Paving	\$3,616,386				\$3,736,352		\$7,352,738
Bituminous Concrete Paving							\$0
Stabilized Base (BAM,CAM,PAM)							\$0
Aggregate Base and Fill							\$0
Foundation (Caisson & Pile)							\$0
Highway Structures	\$5,128,739	\$75,000			\$5,400,588		\$10,604,327
Sewer & Drain Structures							\$0
Painting							\$0
Pavement Marking							\$0
Signing							\$0
Landscaping							\$0
Demolition	\$199,000						\$199,000
Fencing							\$0
Others (List)							\$0
							\$0
							\$0
							\$0
							\$0

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	31	32	33	34	35	36	SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete	\$2,818,800				\$3,444,339		\$6,263,139
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction		\$1,832,062	\$7,543,000	\$2,337,000		\$13,400,000	\$25,112,062
Other Construction-Misc.							\$0
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$12,415,425	\$1,907,062	\$7,543,000	\$2,337,000	\$12,581,279	\$13,400,000	\$50,183,766

REMARKS:

Part III. Work Subcontracted to Others.

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

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

If no work is subcontracted to others, show NONE.

	31	32	33	34	35	36	SUB-TOTAL
Subcontractor	Natural Creations	Technica	Hayward Baker	Anderson & Shaw	Kapur	All Americal	
Type of Work	Landscape	Abatement	Retention	Roof	Survey	Exterior	
Subcontract Price	\$511,493	\$48,060	\$1,558,407	\$2,100,000	\$220,000	\$1,143,000	
Amount Uncompleted	\$497,810	\$13,680	\$5,100	\$2,100,000	\$220,000	\$1,143,000	
Subcontractor	Aldridge	Naturescape	Chidester		Hecker	Mid American	
Type of Work	Electrical	Landscape	Excavation		Electrical	Elevator	
Subcontract Price	\$2,389,928	\$66,700	\$475,116		\$717,967	\$1,833,000	
Amount Uncompleted	\$1,840,782	\$36,700	\$82,559		\$717,967	\$1,833,000	
Subcontractor	Industrial Fence	Cabo Construction	Keefe		Illini Fence	Robert Env.	
Type of Work	Fence	Sewer	Pipe Jacking		Fence	HVAC	
Subcontract Price	\$570,533	\$1,053,110	\$105,188		\$57,335	\$368,240	
Amount Uncompleted	\$505,703	\$268,909	\$105,188		\$57,335	\$368,240	
Subcontractor	Certified Painting	National Restoratio	Civil		GF Structures	Commonwealth	
Type of Work	Painting	Conc Restoration	Underground		Guard Rail	Downspouts	
Subcontract Price	\$120,000	\$523,074	\$2,500,713		\$296,389	\$459,800	
Amount Uncompleted	\$120,000	\$78,201	\$2,500,713		\$296,389	\$459,800	
Subcontractor	Mega Steel	Weis	Mega Steel		Laredo Systems	Arc	
Type of Work	Reinforcing Steel	Masonry	Rebar		Landscaping	Sewer	
Subcontract Price	\$972,298	\$700,000	\$2,387,658		\$586,707	\$395,760	
Amount Uncompleted	\$616,329	\$35,000	\$1,767,832		\$586,707	\$378,277	
Subcontractor	Central	Midwest Fence	Sanchez		Western Remac	Lake Shore Glass	
Type of Work	Asphalt	Fence	Paving		Signage	Glass	
Subcontract Price	\$2,902,925	\$156,731	\$168,324		\$146,369	\$543,508	
Amount Uncompleted	\$2,160,970	\$90,218	\$168,324		\$146,369	\$543,508	
Subcontractor	United Rental	A Green	Knickerbocker		Roadside Traffic	Just Rite	
Type of Work	Traffic Control	Plumbing	Roofing		Traffic Control	Ceiling	
Subcontract Price	\$1,479,816	\$78,000	\$363,630		\$642,246	\$100,000	
Amount Uncompleted	\$1,137,122	\$45,000	\$363,630		\$642,246	\$100,000	
Subcontractor	Kujo	Divane	Sager			Onscape	
Type of Work	Signage	Electrical	Caulk			Landscape	
Subcontract Price	\$726,893	\$3,401,628	\$7,574			\$134,180	
Amount Uncompleted	\$675,789	\$2,238,600	\$7,574			\$134,180	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$25,126,008	\$3,782,266	\$44,087,290	\$41,452,000	\$15,853,807	\$45,266,520	\$175,567,891.00
Amount Uncompleted	\$10,916,210	\$1,824,149	\$33,946,857	\$252,222	\$15,853,807	\$34,342,085	\$97,135,330.00
Total Uncompleted	\$18,470,715	\$4,630,457	\$38,947,777	\$2,352,222	\$18,520,820	\$39,302,090	\$122,224,081.00

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

See Last Page For Signature

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

Affidavit on Uncompleted Work

Complete this form by either
typing or using black ink.

PART I. WORK UNDER CONTRACT

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

	37	38	39	40			Use additional forms as needed
PROJECT	Peterson Elementary	SB I-94/I-07-5221	SB I-94/I-06-5220	Red/Blue Line			
Contract With	CPS	ISTHA	ISTHA	CTA			
Estimated Completion Date	December, 2006	November, 2008	December, 2008	October, 2011			
Total Contract Price	\$15,136,000	\$25,174,444	\$39,883,040	\$16,581,000			SUB-TOTAL
Uncompleted Dollar Value	\$15,136,000	\$24,046,401	\$39,883,040	\$16,581,000			\$95,646,441.00

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

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

							SUB-TOTALS
Excavating & Grading		\$154,435	\$7,032,038				\$7,186,473
PCC Base, C&G Paving		\$5,082,172	\$2,400,000				\$7,482,172
Bituminous Concrete Paving							\$0
Stabilized Base (BAM,CAM,PAM)							\$0
Aggregate Base and Fill							\$0
Foundation (Caisson & Pile)							\$0
Highway Structures		\$1,855,219	\$6,883,684				\$8,738,903
Sewer & Drain Structures							\$0
Painting							\$0
Pavement Marking							\$0
Signing							\$0
Landscaping							\$0
Demolition		\$176,498	\$1,477,000				\$1,653,498
Fencing							\$0
Others (List)							\$0
							\$0
							\$0
							\$0
							\$0

PART II CONTINUED ON NEXT PAGE

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

(CONTINUED)

	37	38	39	40			SUB-TOTALS
Struct. Steel (Bldg. Const.)							\$0
Ornamental Steel (Bldg. Const.)							\$0
Struct. Concrete (Bldg. Const.)							\$0
Miscellaneous Concrete		\$1,202,828	\$2,941,000				\$4,143,828
Fireproofing							\$0
Masonry							\$0
H.V.A.C.							\$0
Mechanical							\$0
Electrical							\$0
Plumbing							\$0
Roofing & Sheet Metal							\$0
Flooring & Tile Work							\$0
Drywall and Plaster Work							\$0
Ceiling Const.							\$0
Hollow Metal and Hardware							\$0
Glazing and Caulking							\$0
Miscellaneous Arch. Work							\$0
Others (list) (Fabrication)							\$0
Building Construction	\$2,335,234			\$4,146,000			\$6,481,234
Other Construction-Misc.			\$1,897,000				\$1,897,000
Other Construction-Pumps							\$0
Owner's Facilities							\$0
							\$0
							\$0
Totals	\$2,335,234	\$8,471,152	\$22,630,722	\$4,146,000	\$0	\$0	\$37,583,108

REMARKS:

Part III. Work Subcontracted to Others.

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

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

If no work is subcontracted to others, show NONE.

	37	38	39	40			SUB-TOTAL
Subcontractor	Eason	Kapur					
Type of Work	Abatement	Survey					
Subcontract Price	\$200,000	\$190,000					
Amount Uncompleted	\$200,000	\$190,000					
Subcontractor	Technica	Aldridge					
Type of Work	Demolition	Electrical					
Subcontract Price	\$204,500	\$829,765					
Amount Uncompleted	\$204,500	\$829,765					
Subcontractor	Ability Rockroad	Industrial Fence					
Type of Work	Asphalt	Fence					
Subcontract Price	\$42,000	\$428,861					
Amount Uncompleted	\$42,000	\$428,861					
Subcontractor	Arc	Laredo					
Type of Work	Underground	Landscape					
Subcontract Price	\$358,000	\$538,354					
Amount Uncompleted	\$358,000	\$538,354					
Subcontractor	Atrium	Western Remac					
Type of Work	Landscape	Signage					
Subcontract Price	\$76,000	\$453,223					
Amount Uncompleted	\$76,000	\$453,223					
Subcontractor	Fiberwrap	Roadside Traffic					
Type of Work	Concrete	Traffic Control					
Subcontract Price	\$240,000	\$684,602					
Amount Uncompleted	\$240,000	\$684,602					
Subcontractor	Metal Erectors						
Type of Work	Metal						
Subcontract Price	\$58,500						
Amount Uncompleted	\$58,500						
Subcontractor	A-1						
Type of Work	Roofing						
Subcontract Price	\$390,000						
Amount Uncompleted	\$390,000						
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	
Subcontract Price	\$11,231,766	\$12,450,444	\$17,252,318	\$12,435,000			\$53,369,528.00
Amount Uncompleted	\$11,231,766	\$12,450,444	\$17,252,318	\$12,435,000			\$53,369,528.00
Total Uncompleted	\$12,800,766	\$15,575,249	\$17,252,318	\$12,435,000	\$0	\$0	\$58,063,333.00

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

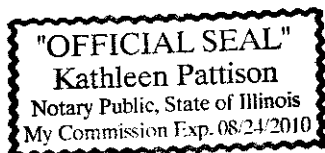
Subscribed and sworn to before me
this 7th day of January, 2008

Kathleen Pattison

My Commission Expires: 8-14-10

Robert F. Zitek
Robert F. Zitek, Agent

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



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

PART 3: WORK SUBCONTRACTED TO OTHERS

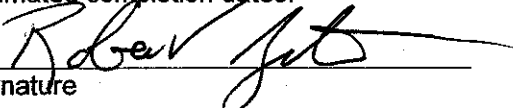
List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, 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					
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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

Robert F. Zitek

Name (Type or Print)

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

Bidder Name

8725 W. Higgins, Suite 200

Address

Chicago, IL 60631

City

State

Zip

January 15, 2008

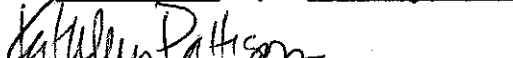
Date

Agent

Title

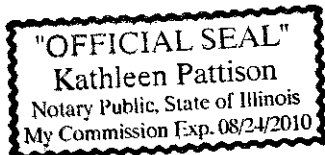
Subscribed and sworn to before me

this 15th day of January, 20 08


Notary Public

(SEAL)

Commission expires: August 24, 2010



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 No. 1461 JOC

Description of goods or services to be provided under Contract:

General Contractor

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

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

Retained Parties:

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

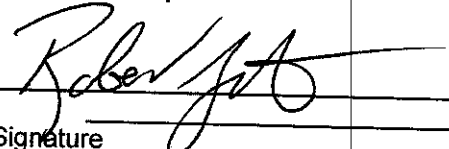
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

X

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 January 15, 2008

Robert F. Zitek, Agent

Name (Type or Print)

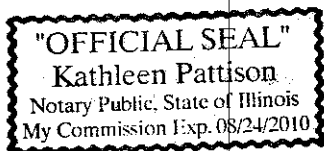
Title

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

Edmund Johnson
Secretary

Richard M. Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

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

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

If a Corporation: Limited Liability Company

By Robert F. Zitek
Robert F. Zitek

President Agent
Title of Signatory

ATTEST: Carol M. Einfalt
By Carol M. Einfalt
Carol M. Einfalt

Secretary
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

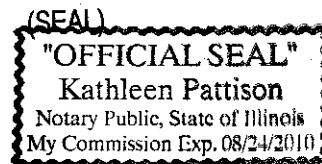
If a Sole Proprietorship:

Signature

NOTARY PUBLIC

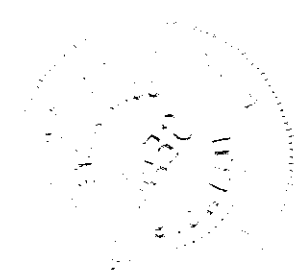
County of Cook State of IL
Subscribed and sworn to before me on this 15th day of January, 2008.

Kathleen Pattison
Notary Public Signature
Commission Expires: August 24, 2010



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

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

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

1. 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

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

Submitted By Robert F. Zitek

Title Agent

Permanent Main Office Address 8725 W. Higgins, Suite 200, Chicago, IL 60631

Local Address Same

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

How many years operating as contractor for work of this nature? 30

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

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

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. ^{Company} Corporation Name F.H. Paschen, S.N. Nielsen & Assoc., LLC
- B. State and City in which ^{organized} incorporated Illinois
- C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- D. Name and address of registered agent in Illinois
Burke Burns & Pinelli, Ltd., Three First National Plaza, Ste. 3910, Chicago, IL 60602
- E. Names and titles of officers authorized to sign contracts

See Attached Directive

Name	Title
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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

Signature of Affiant Robert F. Zitek, Agent

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

Notary Public
My Commission expires: August 24, 2010

(SEAL)

JOB ORDER CONTRACTS

Value	Owner	Project Description	Duration
\$35,950,733	City of Chicago Dept. of General Services 30 N. LaSalle St., Suite 3700 Chicago, IL 60602 Mr. Nicholas Ahrens 312-744-7751	Contract No. T26463 General Rehabilitation of City Facilities FHP No. 1036/1136/1236/1336	11/00 to 1/07
\$17,549,000	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle St., Suite 600 Chicago, IL 60602-2570 Mr. Dan Burke 312-744-5807	Contract No. T26459 Bridge Reconstruction and Rehabilitation FHP No. 1103/1203/1303/1403	3/01 to 2/06
\$6,960,032	Metro. Water Reclamation District of Greater Chicago 100 E. Erie Street Chicago, IL 60611-2803 Mr. Jack Farnan 312-751-7900	Contract No. 01-664-11 General Construction, Repairs & Alterations to MWRDGC Facilities FHP No. 1120/1220	9/01 to 9/04
\$15,650,304	Chicago Park District 425 E. McFetridge Dr. Chicago, IL 60605 Mr. Ernie Alvaeadó 312-747-7695	Contract No. P-99108 General Construction, Repairs & Alterations to Park District Facilities - 4 Years Total FHP No. 1002/1012/1202	1/00 to 6/04
\$10,770,262	University of Illinois - Urbana/Champaign 1501 S. Oak Street MC800 Physical Plant Service Bldg Champaign, IL 61820 Mr. Chuck Deem 217-265-8131	Contract No. Job Order Contract to FY1999 Rehab University Facilities FHP No. 935/1035/ 1135/1235	6/99 to 9/03

Value	Owner	Project Description	Duration
\$4,872,168	Chicago Transit Authority Merchandise Mart Plaza P.O. Box 3555 Chicago, IL 60654 Mr. Carlos Campos 312-733-7000	Contract No. C98FH7506 General Construction, Repairs & Alterations to CTA Facilities FHP No. 850	11/99 to 12/01
\$18,417,421	Chicago Board of Education 125 S. Clark St. Chicago, IL 60603 Ms. Rosalinda Castillo 773-553-3267	Contract No. 97-260023 General Contracting Services for Board of Education Facilities FHP No. 1003	1/00 to 12/01
\$11,764,068	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle Street, Suite 600 Chicago, IL 60602 Mr. Dan Burke 312-744-5807	Contract No. T7968190101 Bridge Reconstruction & Rehabilitation FHP No. 738/838/938	3/98 to 8/01
\$15,796,397	City of Chicago Department of General Services 510 N. Peshtigo Court, Rm. 6A Chicago, IL 60611	Contract No. B69684201 4 Years Total General Rehabilitation of City Facilities FHP No. 722/822/922/1022	6/97 to 7/01
\$64,683	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No. 162640-97-B-0046 Repairs & Alterations to Various Postal Facilities – Chicago Metro & Northern Illinois Area FHP No. 930	1/99 to 1/01
\$3,819	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No. 162640-97-B-0049 Repairs & Alterations to Various Postal Facilities – Central Illinois Area (excluding Chicago) FHP No. 932	1/99 to 1/01

Value	Owner	Project Description	Duration
\$73,447	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Mr. Robert Jackson 630-260-5713	Contract No. 162640-97-B-0059 Repairs & Alterations to Various Postal Facilities – State of Indiana FHP No. 933	7/99 to 5/00
\$2,955,315	The Board of Trustees of the University of Illinois at Chicago 1140 S. Paulina Street Chicago, IL 60612	Contract No. 999-502-97 General Construction, Repairs & Alterations FHP No. 711	2/97 to 2/00
\$49,427,467	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 96-260023 to Region 3 & 4 General Contracting Services Chicago Board of Education Facilities FHP No. 710	1/98 to 1/00
\$15,781,049	Metro. Water Reclamation District of Greater Chicago 100 E. Erie Street Chicago, IL 60611-2803 Mr. Jack Farnan 312-751-7900	Contract No. 96-648-11 – 4 Years Total General Construction, Repairs & Alterations to Various Facilities FHP No. 621/721/821	8/96 to 12/99
\$46,299,015	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 97-220011 to Region 1 & 2 General Contracting Services Chicago Board of Education Facilities FHP No. 708	2/98 to 12/99
\$11,329,511	The Trustees of Purdue University Construction Department 1653 Freehafer Hall W. Lafayette, IN 47907	General Construction, Repairs & Alterations of West Lafayette Campus FHP No. 501/601/701	7/96 to 7/99

Value	Owner	Project Description	Duration
\$467,060	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0069 Repairs & Alterations to Various Postal Facilities Chicago Metro & Northern Illinois Area FHP No. 730	1/97 to 2/99
\$32,987,771	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609 Mr. John Moore 773-535-8515	Contract No. 96-260023 – Region 5 & 6 General Contracting Services Chicago Board of Education Facilities FHP No. 709	1/98 to 1/99
\$272,978	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0064 General Construction, Repairs & Alterations of Various Postal Facilities to Central Illinois Area (excluding Chicago) FHP No. 732	1/97 to 1/99
\$119,047	U.S. Postal Service Great Lakes Area P & DC 500 E. Fullerton Ave. Carol Stream, IL 60199-5080 Robert Jackson 630-260-5713	Contract No. 162640-97-B-0059 General Construction, Repairs & Alterations of Various Postal Facilities to State of Indiana FHP No. 733	1/97 to 1/99
\$300,000	U.S. Postal Service Facilities Service Office 222 S. Riverside Plaza Chicago, IL 60606-6150 Robert A. Rigsby, Manager 708-563-7200	Contract No. 162640-94-B-0099 General Construction, Repairs & Alterations of Various Postal Facilities North Central Illinois Area FHP No. 645	6/96 to 6/98
\$13,953,737	Chicago Park District 541 N. Fairbanks, 6 th Floor Chicago, IL 60611 Mr. Ernest Alvaeadó 312-747-7695	Contract #P-94002 Various Park Building Rehabilitation – 4 Years Total FHP No. 248/548/648/748	5/94 to 4/98

Value	Owner	Project Description	Duration
\$15,977,025	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609	Repair Schools FHP No. 510	1/96 to 12/97
\$14,481,115	Chicago Board of Education 1819 W. Pershing Chicago, IL 60609	Repair Schools FHP No. 509	1/96 to 12/97
\$1,262,828	The Board of Trustees of the University of Illinois at Chicago 1140 S. Paulina Street Chicago, IL 60612	Hospital Rehabilitation	11/96 to 11/97
\$11,765,053	City of Chicago Department of General Services 30 N. LaSalle St., Suite 3700 Chicago, IL 60602	Contract No. B29684201 GC, Repairs & Alterations to Various City Facilities – 3 Years Total FHP No. 216/257/516	11/93 to 9/97
\$188,760	U.S. Postal Service Facilities Service Office 222 S. Riverside Plaza Chicago, IL 60606-6150	General Construction, Repairs & Alterations of Various Postal Facilities – Various Branches, Chicago, IL	9/94 to 9/96
\$13,011,730	Chicago Public Schools Dept. of Purchasing 1819 W. Pershing Rd. Chicago, IL 60609-2391	Contract No. 94-270001 Repairs to CPS Facilitys 2 Years Total FHP No. 246/546	9/94 to 4/96
\$1,743,647	Chicago Dept. of Transportation Bureau of Bridges & Transit 30 N. LaSalle Street, Suite 600 Chicago, IL 60602 Mr. Dan Burke 312-744-5807	Bridge Reconstruction & Rehabilitation FHP No. 252	4/94 to 5/95
\$1,000,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Various Branches, Chicago, IL	10/91 to 6/94

Value	Owner	Project Description	Duration
\$500,000	U.S. Postal Service 6801 W. 73rd Street Bedford Park, IL 60499-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	1/91 to 8/92
\$600,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, North Suburban Illinois	1/90 to 9/91
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	1/90 to 7/91
\$500,000	U.S. Postal Service 6801 W. 73rd Street Bedford Park, IL 60499-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	6/90 to 5/91
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Forest Park, IL	11/89 to 4/91
\$1,000,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	11/89 to 4/91
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Metro Chicago, Illinois	1/90 to 12/90
\$142,538	U.S. Postal Service 225 Michigan Avenue N.W. Grand Rapids, MI 49599-9991	General Construction & Rehabilitation of Postal Facilities, South Haven, MI	12/89 to 11/90
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, BMC O'Hare & Forest Park, IL	11/89 to 11/90

**JOC Contracts**

Value	Owner	Project Description	Duration
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, South Suburban Illinois	11/89 to 11/90
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Northeast Central Illinois	9/87 to 9/89
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Rockford, Illinois MSC	2/88 to 2/89
\$500,000	U.S. Postal Service 433 W. Van Buren Chicago, IL 60607-9991	General Construction & Rehabilitation of Postal Facilities, Chicago, IL	2/88 to 2/89

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

Date: January 15, 2008

DISCLOSURE AFFIDAVIT

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

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

Telephone No.: (773) 444-3474

Federal Employer I.D. #: 36-4518443 Social Security #: _____

Nature of Transaction:

- ☐ Sale or purchase of land
☒ 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 Robert F. Zitek, as Agent
(Name) (Title)
and on behalf of F.H. Paschen, S.N. Nielsen & Assoc., LLC
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SECTION 2. PARTNERSHIPS N/A

- 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 N/A

- 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 N/A

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 N/A

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

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- 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

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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.

N/A

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/FEEES

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.

N/A

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.

N/A

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:

N/A

(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.

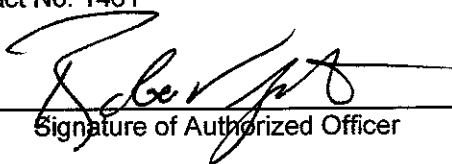
V. VERIFICATION

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

Robert F. Zitek

Name of Authorized Officer (Print or Type)

Agent

Title

(773) 444-3474

Telephone Number

State of Illinois

County of Cook

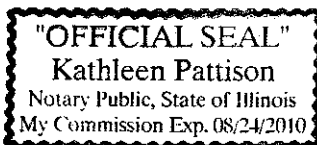
Signed and sworn to before me on this 15th day of January, 20 08 by

Robert F. Zitek (Name) as Agent (Title) of

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

SECTION EIGHT - EXHIBITS

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project:

JOB ORDER CONTRACT

Project Number: 1461

FROM:

MBE _____ WBE _____

(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Assoc., LLC and Public Building Commission of Chicago

(Name of General Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1461

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

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

Name of Project:

JOB ORDER CONTRACT

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Robert F. Zitek, Agent

Title
and duly authorized representative of

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

Name of General Contractor
whose address is

8725 W. Higgins, Suite 200

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1461

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

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

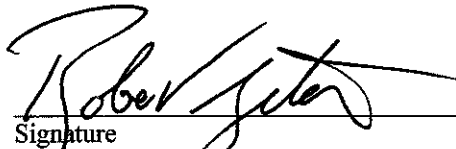
Name of Contractor (Print)

January 15, 2008

Date

(773) 444-3474

Phone



Signature

Robert F. Zitek, Agent

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE WBE Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

SCHEDULE E - Request for Waiver from MBE/WBE Participation N/A

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1462

PERFORMANCE AND PAYMENT BOND

Contract No. 1462

Bond No. 929445819/6494374

KNOW ALL MEN BY THESE PRESENTS, that we, F.H.Paschen, S.N.Nielsen LLC a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and Continental Casualty Company, 333 S. Wabash Avenue, Chicago, IL 60604 and Safeco Insurance Company of America, 2800 W. Higgins Road, Hoffman Estates, IL 60195

a corporation organized and existing under the laws of the State of IL & WA, 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. 1462

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. 1462

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this February 21, 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

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City State

CORPORATE SEAL

ATTEST:

BY Carol M. Einfalt
Carol M. Einfalt
Secretary
Title

F.H. Paschen, S.N Nielsen LLC
Corporate Principal
BY Robert F. Zitek
Robert F. Zitek
President Agent
Title

8725 W. Higgins, Suite 200
Chicago, IL 60631

BY Adrienne C. Stevenson
Adrienne C. Stevenson
10 S. LaSalle Street, Chicago, IL 60603
Business Address & Telephone 312-621-4700

Continental Casualty Company and
Safeco Insurance Company of America
Corporate Surety
Attorney-In-Fact
Title
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: John K. Johnson

Business Address: 10 S. LaSalle Street, Suite 3000, Chicago, IL 60603

Telephone: 312-621-4700 Fax: 312-621-6875

The rate of premium of this Bond is \$ 9.00 Sliding Scale per thousand. **
Total amount of premium charged is \$ 34,950.00 **

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

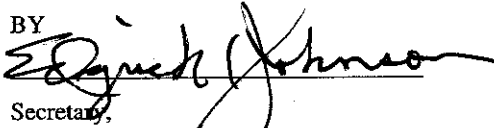
PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1462

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

BOND APPROVAL

BY



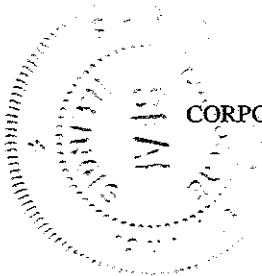
Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Carol M. Einfalt, certify that I am the _____ Secretary of
F.H.Paschen, S.N.Nielsen LLC., corporation named as Principal in the foregoing performance and payment
bond, that Robert F. Zitek who signed on behalf of the Principal was then
President Agent 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 13th day of Feb 2008.



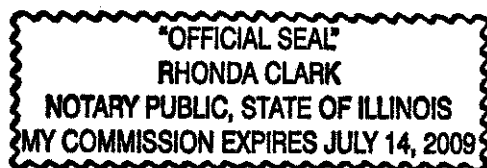
CORPORATE SEAL

**STATE OF ILLINOIS
COUNTY OF COOK**

On this 21st day of February, 2008, before me
personally came Adrienne C. Stevenson to
me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Continental Casualty Company & Safeco Insurance Company of America

the Corporation described in and which executed the foregoing instrument;
that he/she knows the seal of said Corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by authority
granted to him/her in accordance with the By-Laws of the said Corporation,
and that he/she signed his/her name thereto by like authority.



Rhonda Clark

NOTARY PUBLIC

My Commission Expires

July 14, 2009

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Adrienne C Stevenson, Patricia M Stein, John K Johnson, Candace T Stevenson, Duane C Trombetta, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 24th day of January, 2006.



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

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

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



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 21st day of February, 2008.



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

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

"Article IX—Execution of Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 2161

KNOW ALL BY THESE PRESENTS:

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

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

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

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

this 17th day of December, 2007

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

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

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

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

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

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

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

this 21st day of February, 2008



STEPHANIE DALEY-WATSON, SECRETARY

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ACORDTM CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE
02/18/2008

PRODUCER

877-945-7378

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

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

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

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

INSURER A: Zurich American Insurance Company of Illi 27855-102

INSURER B: Westchester Fire Insurance Co. (THRU INTL 21121-000

INSURER C: RSUI Indemnity Company 22314-000

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL913942001	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP913941901	10/1/2007	10/1/2008	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 \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	G21986094003	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC913942101	10/1/2007	10/1/2008	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Excess Liability Excess over \$25M Umbrella Policy Limits	NHA041362	10/1/2007	10/1/2008	Each Occurrence \$25,000,000 Aggregate \$25,000,000

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

Re: Contract No #1462, Job Order Contracting (JOC Program)

Workers Compensation Coverage:

The Proprietor Partners, Executives are Included.

2 ore 3/7/08

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago
Attn: Procurement Department
Richard J. Daley Center 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

CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 3

DATE
02/18/2008

877-945-7378

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

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

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

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

INSURER A: Zurich American Insurance Company of Illi 27855-102

INSURER B: Westchester Fire Insurance Co. (THRU INT) 21121-000

INSURER C: RSUI Indemnity Company 22314-000

INSURER D:

INSURER E:

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

Policy Number: CEOG22086194004

Carrier: Illinois Union Insurance Company

Effective Date: 10/01/2007 Expiration Date: 10/01/2008

Limits: \$5,000,000 - Each Occurrence

\$5,000,000 - Aggregate

Professional Liability

Policy Number: CEOG22086194004

Issuing Carrier: Illinois Union Insurance Company

Effective Date: 10/01/2007 Expiration Date: 10/01/2008

Limits: \$5,000,000 - Each Occurrence

\$5,000,000 - Aggregate

Job Description: Various Project Locations, Campus Park Improvements and Phase 1 Site Preparation.

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

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

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

IMPORTANT

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

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

DISCLAIMER

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

ACORD**CERTIFICATE OF PROPERTY INSURANCE**

POLICY NO. 021908

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

POLICY NUMBER

SCHEER'S INCORPORATED
601 Oakmont Lane, Suite 400
Westmont IL 60559

James Scheer
Phone: 630-468-5600 Fax: 630-468-5695

INSURED

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

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

COMPANIES AFFORDING COVERAGE

COMPANY
A Travelers Indemnity Company

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY				<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
						\$
						\$
A	<input checked="" type="checkbox"/> INLAND MARINE	QT-660-1588C68-4	10/01/07	10/01/08	<input type="checkbox"/> Equipment (see notepad for limit)	\$
	TYPE OF POLICY				<input type="checkbox"/> Deductible	\$ 2,500.
	<input type="checkbox"/> CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS					\$
	<input type="checkbox"/> OTHER					\$
	<input type="checkbox"/> CRIME					\$
	TYPE OF POLICY					\$
						\$
	<input type="checkbox"/> BOILER & MACHINERY					\$
A	<input checked="" type="checkbox"/> OTHER	QT-660-1588C68-4	10/01/07	10/01/08	(See notepad) Ded:	7,000,000.
	Builder's Risk					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

See notepad attached.

CERTIFICATE HOLDER

PUB1001

Public Building Commission of
Chicago
Richard J. Daley Center
Room 200
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



NOTEPAD

HOLDER CODE

PUB1001

FHPASC1

PAGE 2

INSURED'S NAME

T. H. Patchen & N. Nielsen

OP ID DG

DATE 02/19/08

Re: Contract No: 1462, Various Project Locations, Campus Park
Improvements and Phase I Site Preparation (JOC Program)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3DATE
02/18/2008

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED F.H. Paschen, S.N. Nielsen & Associates LLC F.H. Paschen 8725 W. Higgins Road Suite 200 Chicago, IL 60631		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Zurich American Insurance Company of Illi	27855-102
		INSURER B: Westchester Fire Insurance Co. (THRU INT)	21121-000
		INSURER C: RSUI Indemnity Company	22314-000
		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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL913942001	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP913941901	10/1/2007	10/1/2008	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 AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	G21986094003	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC913942101	10/1/2007	10/1/2008	WC STATU-TORY LIMITS <input checked="" 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
C		OTHER Excess Liability Excess over \$25M Umbrella Policy Limits	NHA041362	10/1/2007	10/1/2008	Each Occurrence \$25,000,000 Aggregate \$25,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Contract No #1462, Job Order Contracting (JOC Program)

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

CERTIFICATE HOLDER**CANCELLATION**

Public Building Commission of Chicago Attn: Procurement Department Richard J. Daley Center 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 <u>60</u> 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
--	---

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED F.H. Paschen, S.N. Nielsen & Associates LLC F.H. Paschen 8725 W. Higgins Road Suite 200 Chicago, IL 60631	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Zurich American Insurance Company of Illi	27855-102
	INSURER B: Westchester Fire Insurance Co. (THRU INT)	21121-000
	INSURER C: RSUI Indemnity Company	22314-000
	INSURER D:	
	INSURER E:	

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

Pollution Liability
Policy Number: CEOG22086194004
Carrier: Illinois Union Insurance Company
Effective Date: 10/01/2007 Expiration Date: 10/01/2008
Limits: \$5,000,000 - Each Occurrence
\$5,000,000 - Aggregate

Professional Liability
Policy Number: CEOG22086194004
Issuing Carrier: Illinois Union Insurance Company
Effective Date: 10/01/2007 Expiration Date: 10/01/2008
Limits: \$5,000,000 - Each Occurrence
\$5,000,000 - Aggregate

Job Description: Various Project Locations, Campus Park Improvements and Phase 1 Site Preparation.

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

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

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


IMPORTANT

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

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

DISCLAIMER

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

ACORD		CERTIFICATE OF PROPERTY INSURANCE				OP ID DG CHASC1	DATE (MM/DD/YY) 02/19/08
PRODUCER SCHEER'S INCORPORATED 601 Oakmont Lane, Suite 400 Westmont IL 60559 James Scheer Phone: 630-468-5600 Fax: 630-468-5695 INSURED F.H. Paschen S.N. Nielsen & Associates, LLC 8725 W. Higgins Rd, Suite 200 Chicago IL 60631		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A Travelers Indemnity Company COMPANY B COMPANY C COMPANY D					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS	
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$	
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER	QT-660-1588C68-4	10/01/07	10/01/08	Equipment (see notepad for limit) Deductible	\$ \$ \$ 2,500. \$ \$	
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$	
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$	
A	<input checked="" type="checkbox"/> OTHER Builder's Risk	QT-660-1588C68-4	10/01/07	10/01/08	(See notepad) Ded:	7,000,000.	
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY							
SPECIAL CONDITIONS/OTHER COVERAGES See notepad attached.							
CERTIFICATE HOLDER Public Building Commission of Chicago Richard J. Daley Center Room 200 Chicago IL 60602			PUB1001 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 				
ACORD 24 (1/95)			ACORD CORPORATION 1995				

NOTEPAD:

HOLDER CODE PUB1001

FHPASC1

PAGE 2

INSURED'S NAME E. H. Paschen S. N. Nielsen

OP ID DG

DATE 02/19/08

Re: Contract No: 1462, Various Project Locations, Campus Park
Improvements and Phase I Site Preparation (JOC Program)



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

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

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

RE: **Notice of Award**
Contract No.: 1462
Type of Work: Various Project Locations, Campus Park
Improvements and Phase I Site Preparation
Project: Job Order Contracting (JOC Program)

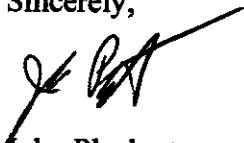
Dear Mr. Zitek:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on February 13, 2008 the Commission awarded to your company Contract No. 1462 in the amount of \$14,641,410.00.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

BID FORM B: Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Robert F. Zitek, being first duly sworn, deposes and says that:

(1) He/She is

Agent

(Owner, Partner, Officer, Representative or Agent) of

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

the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed)

Robert F. Zitek, Agent

(Title)

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

Kathleen Pattison

Notary Public

(Title)

My Commission expires: August 24, 2010

