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

Contact Name: Robert F. Zitek

Address: 8725 W. Higgins Rd., Suite 200
City/State/Zip: Chicago, Illinois 60631

Phone Number: \_\_773-444-3474 Fax Number: 773-693-0064

#### TO BE EXECUTED IN DUPLICATE

#### **BOOK 1:**

### PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION **DOCUMENTS**

**CONTRACT NO. 1520** BACK OF THE YARDS HIGH SCHOOL 2111 W. 47TH STREET SITE PREPARATION PROJECT # 05150

#### **PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Richard M. Daley Chairman

Erin Lavin Cabonargi **Executive Director** 

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

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

**MAY 2010** 

# **TABLE OF CONTENTS**

l.	INTRO	DUCTION		3
11.	PROJE	ECT INFORMATION		3
	A.	General Information		3
	B.	Time of Completion		4
	C.	Commission's Contingency Fund		4
	D.	Copies of Drawings and Specifications Furnished		4
	E.	Liquidated Damages		4
	F.	Prevailing Wage Rates		5
III.	INSTR	UCTIONS FOR BIDDERS		6
	A.	Examination of Documents By Bidder		6
	В.	Interpretations of Addenda		6
	C.	Inspection of Site		6
	D.	Pre-Qualification of Bidders		6
	Ę.	Evidence of Continuing Qualifications of Bidder		6
	F.	Preparation of Bid		7
	G.	Bid Deposit:		8
	H.	Bidder's Execution of Bid		8
	l,	Affidavit of Non-Collusion		8
	J.	MBE and WBE Commitments	*********	8
	K.	Local Business Subcontracting Participation and Community Hiring		9
	L.	Affidavit of Uncompleted Work		9
	M.	Disclosure of Retained Parties		
	N.	Submission of Bid		10
	Ο.	Withdrawal of Bids before Bid Opening		10
	P.	Opening of Bids		10
	Q.	Evaluation of Bids		10
	R.	Basis of Award	••••••	10
	S.	Performance and Payment Bond and Insurance		11
	T.	Protests		11
	U.	Licensing		12
	V. Award Of Contract; Rejection Of Bids			
IV.	PROP	DSAL AND EXECUTION DOCUMENTS		13
	A.	Contractor's Bid		13
	B.	Acceptance of the Bid		17
٧.	PROP	DSAL SUPPORT DOCUMENTS		18

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

	A. Basis of Award (Award Criteria)	18
VI.	ADDITIONAL DOCUMENTS TO BE EXECUTED	23
	Affidavit Of Non-collusion	23
	SCHEDULE B - Joint Venture Affidavit (1 of 3)	24
	SCHEDULE C - Letter of Intent from MBE/WBE	27
	SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation	29
	SCHEDULE E - Request for Waiver from MBE/WBE Participation	31
	Affidavit Of Uncompleted Work	32
	A. Work Under Contract	32
	B. Uncompleted Work to be Completed with the Bidder's own Forces	
	C. Work Subcontracted to Others	
	Statement Of Bidder's Qualifications	36
	Disclosure Of Retained Parties	
	Performance and Payment Bond	
	Bond Approval	43
חטמ	CUMENT SUBMITTAL CHECKLIST	44
	VVIIII	

#### **EXHIBITS**

- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County
- 2. Insurance Requirements
- 3. Community Area Map

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 2A, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

#### II. PROJECT INFORMATION

#### A. General Information

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

> BACK OF THE YARDS HIGH SCHOOL 2111 W. 47<sup>TH</sup> STREET SITE PREPARATION PROJECT # 05150

### Bidders must be pre-qualified by the PBC to bid on this Project.

- General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, the Project scope will include but not limited to soil remediation including, removal, disposal, and management of various waste streams; removal, disposal, management of underground storage tank; excavation, removal and disposal of buried structures; removal, disposal and management of soil contaminated with Polychlorinated biphenyls (PCB) and heavy metals; site dewatering, securing storm water and groundwater discharge permit from City of Chicago and MWRDGC; and complying with all City, State and Federal regulations.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
- Construction Budget: \$4,000,000.00 (excluding Allowances and Commission's Contingency Funds).
- 4. User Agency: Chicago Public Schools
- 5. Project is located in Ward: 12th
- For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Brighton Park, New City, and Gage Park Community Areas as designated on Exhibit# 3 Community Area Map.

Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

- 7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
- 8. Contract Documents Available at: Best Imaging Solutions, 20 E. Randolph, Chicago, IL 60601, attn: David P, telephone: 312-357-9050
- 9. Online Contract Documents Available at: http://www.drawingdepot.com/?PBC
- 10. Pre-Bid Meeting Date, Time, and Location: Friday, November 19, 2010 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
- 11. \*Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Friday, November 19. 2010 at 11:00AM, in room CL115. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.

\*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.

12 **Bid Opening** Date and Time: Tuesday, November 30, 2010 at 11:00AM

13. Amount of Bid Deposit:

5% amount of bid

- 14. Amount of Commission's Contingency Fund: \$150,000.00
- 15. Document Deposit: N/A
- 16. Cost for Additional Documents (per set):

At the Contractor's own expense.

- 17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
- 18. Source of Funding: City of Chicago

#### B. Time of Completion

Substantial Completion of the Work must be achieved no later than June 3, 2011 after the Notice to Proceed.

#### C. Commission's Contingency Fund

- 1. The Commission's Contingency Fund for this project is: \$150,000.00
- 2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

#### D. Copies of Drawings and Specifications Furnished

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

#### E. Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph B above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

Substantial Completion of Project	\$2,500.00 per Day	

not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

- 2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- 3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

#### F. Prevailing Wage Rates

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site <a href="https://www.state.il.us/agency/idol/CM/countym.htm">www.state.il.us/agency/idol/CM/countym.htm</a> maintained by the State of Illinois Department of labor.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### III. INSTRUCTIONS FOR BIDDERS

#### A. 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 to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

#### B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, email; <a href="mailto:janicemeeks@cityofchicago.org">janicemeeks@cityofchicago.org</a> or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

#### C. Inspection of Site

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

### D. Pre-Qualification of Bidders

- Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
- 2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

### E. Evidence of Continuing Qualifications of Bidder

- The Commission reserves the right to refuse to award a Contract to any person, firm, or
  corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is
  a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform
  faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf
  the PBC constructs public buildings.
- 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

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

#### F. Preparation of Bid

- Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- 2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- 4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- 5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- 6. The Bid Documents shall include the following:
  - a. Contractor's Bid Form
  - b. Bid Guarantee
  - c. Basis of Award (Award Criteria)
  - d. Unit Prices
  - e. Affidavit of Non-collusion
  - f. Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
  - Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
  - h. Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
  - Affidavit of Uncompleted Work
- 8. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### G. Bid Deposit:

- 1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
  - Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- 2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- 3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

#### H. Bidder's Execution of Bid

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

#### I. 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.

#### J. MBE and WBE Commitments

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and **Schedule B-** Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete **Schedule C-** Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### K. Local Business Subcontracting Participation and Community Hiring

In order to ensure that local businesses that provide subcontracting work to general contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

- 1. Local Subcontracting Requirement
  - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - b. General contractors that are <u>not</u> Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
- Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.
  - a: Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
  - b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

#### L. 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.

#### M. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### N. Submission of Bid

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

#### O. Withdrawal of Bids before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, e-mail 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.

#### P. Opening of Bids

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

#### Q. Evaluation of Bids

- The Commission reserves the right to check all calculations and to correct all extensions in case of
  error in order to determine the correct amount of the Total Base Bid and/or the total amount of any
  other schedule required.
- 2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
- The Commission may require that the apparent low bidder and any other bidder submit a
  breakdown of their bids by CSI Division or other appropriate basis. The Commission may also
  require the apparent low bidder or any other bidder to attend a pre-award meeting to review their
  bids in detail.

#### R. Basis of Award

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### S. Performance and Payment Bond and Insurance

- Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
- 2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
- a) <u>Insurance To Be Provided By the Contractor</u>
  The insurance requirements are attached as Exhibit 2.
  - Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must 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.
  - 4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
  - 5. 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.

#### T. Protests

 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.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

#### **U.** Licensing

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

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

- 1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees that its bid shall be in effect until midnight, Tuesday, December 21, 2010 and that the bid may not be withdrawn until that time.
- The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- 4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- 5. Upon award of Contract, the Commission will process the Contract for final execution.
- 6. 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.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### IV. PROPOSAL AND EXECUTION DOCUMENTS

#### A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No, including, but
not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms
and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical
Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)
1,2

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 Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the 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 Part II "Project Information."

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

Payment for the Work will be made in the manner set forth in Book 2 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.

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

# **BID FORM**

ITEM	AMOUNT
WORK	\$ 3,650,000.00
SITE WORK ALLOWANCE	\$750,000.00
COMMISSION'S CONTINGENCY FUND	\$150,000.00
TOTAL BASE BID	\$ 4,550,000.00
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 4,354,350,00

SURETY: Please specify full legal name and address of Surety:	
Continental Casualty Company	
333 S. Wabash Avenue	
Chicago, Illinois 60631	

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

# SITE WORK ALLOWANCE

Item			<del></del>
No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled unsuitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in- place un-suitable soil.	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity).	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity).	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity).	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity).	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity).	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water as special waste - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone.	Ton	\$20.00
22	Load on-site base materials, place and compact CA-1 Stone.	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6.	Ton	\$22.00
24	Excavate, place and compact on-site aggregate material CA-6.	Cubic Yards	\$12.00
25	Furnish, place and compact drainage material CA-7.	Tons	\$16.00

Contract No.1520

BACK OF THE YARDS	S HIGH SCHOOL	SITE PREPARATION

26	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of additional excavation and backfill quantities	Each	\$500.00
29	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
30	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Course and 1-1/2 inch Asphalt Surface Course. Less than 100 Square Yards.	Square Yard	\$220.00
31	Furnish, transport and place topsoil.	Ton	\$15.00
32	Excavation, loading, transportation, treatment, and disposal of Hazardous Waste Soil/Material.	Ton	\$130.00
33	Pumping, transportation, and disposal of Hazardous water and free product-bulk disposal.	Gallons	\$1.50

<b>Total Allowance</b>	Fund =	\$750,000.00

#### **NOTES:**

- All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
- 2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
- Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
- 4. The unit prices in this allowance schedule include all overhead and profit.
- All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.
- All work associated with the above allowance shall be 6. performed in accordance with the contract documents.

Contract No.1520

### BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

## B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO	De amount
Soloning & Almon	Richard Allace
Secretary	(pairflyan
	4 /
CONTRACTING PARTY	
(Print or type names underneath all signatures)	
F.H. Paschen, S.N. Nielsen & Associates LLC	8725 W. Higgins Rd., Suite 200 Chicago, Illinois 60631
Contractor Name	Address
If a Corporation:	
Ву	President
•	Title of Signatory
ATTEST:	Secretary
Ву	Title
If a Partnership:	
DO 11	8725 W. Higgins Rd., Suite 200
Partner by FHP Management, Inc., Sole Manager,	Chicago, Illinois 60631
by Robert F. Zitek, Authorized Agent & V.P.	Address
Partner	Address
Partner	Address
If a Sole Proprietorship:	
ii a sole Frophictorship.	
<del></del>	
Signature	
NOTARY PUBLIC	
County of Cook State of IL	
Subscribed and sworn to before me on this 9th day	y of <u>December</u> , 20 <u>10</u> .
gat Illu attem	(SEAL)
Notary Public Signature	CONTRACTOR PATTISON
Commission Expires: August 24, 2014	OFFICIAL SEAL
	My Commission Expires August 24, 2014
	August 24, 24

#### **CERTIFICATE**

I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

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

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette T. Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo J. Wright	Agent
Timothy B. Stone	Agent
Christian D. Blake	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Charles Freiheit	Agent
James J. Habschmidt	Agent
David Wainwright	Agent
David P. Roy	Agent

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

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 20<sup>th</sup> day of October, 2010.

eanette T. Charon

Secretary 5

State of Illinois County of Cook

Subscribed and sworn to before me this 20<sup>th</sup> day of October, 2010.

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2014

Wotary Public Patt 15m

# CERTIFICATION OF F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

F. H. Paschen, S.N. Nielsen & Associates LLC, hereby certifies that the Operating Agreement of F.H. Paschen, S.N. Nielsen & Associates LLC, executed by all the members of F. H. Paschen, S.N. Nielsen & Associates LLC, states that FHP Management, Inc., is its Sole Manager and that is Sole Manager and the Manager's duly authorized Officers and Agents, have full and unrestricted authority on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC to take whatever actions they deem necessary in their sole discretion and to execute and deliver any and all documents, instruments and papers which in their sole discretion may be necessary, expedient or proper in furtherance of its construction projects, including but not limited to all bid documents, bid bonds and construction contracts.

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

By: FHP Management, Inc., Sole Manager

Bv:

Frank H. Paschen, Sole Shareholder and

Sole Director

Dated: July 14, 2010

# ACTION BY UNANIMOUS CONSENT OF THE SOLE DIRECTOR OF FHP MANAGEMENT, INC.

The undersigned, being the Sole Director of FHP Management, Inc., a corporation organized under the laws of the State of Illinois, does hereby take the following action without a meeting pursuant to the authority of the Illinois Business Corporation Act, as follows:

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

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent
James Habschmidt	Agent
David Wainwright	Agent

Resolved further, that the Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary and each Assistant Secretary of the Corporation is authorized to certify the foregoing resolution to any third party to further the business operations of the Company and the business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen, Sole Director

Durce W. Proces

Dated: July 14, 2010

# City of Chicago Department of Buildings General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC. 8725 WEST HIGGINS RD. SUITE 200 O'HARE PLAZA CHICAGO IL 60631

LICENSE CLASS: (A)

**ALL PROJECTS - NO RESTRICTIONS** 



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-7

FEE:

\$ 2000

DATE ISSUED:

02/22/2010

DATE EXPIRES:

04/16/2011

# THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rill MAR

Richard M. Daley Mayor Postal & Marche

Richard J. Monocchio Commissioner

Contract No.1520

#### BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### V. PROPOSAL SUPPORT DOCUMENTS

#### A. Basis of Award (Award Criteria)

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

#### 1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the truck drivers. Watchmen and custodial workers are not creditable in the formula.

#### 2. Award Criteria Formula

	· · · · · · · · · · · · · · · · · · ·	4.
Line 1.	Total Base Bid, in figures	4,550,000
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	91,000.00
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	0.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>68,250.00</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u> </u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	22,750.00
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0.00
Line 9.	Multiply Line 8 by Line 1 by 0.04	
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	0.10

Contract No.1520

BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION Multiply Line 10 by Line 1 by 0.03

Line 12. Percentage of the total Laborer hours that the Contractor proposes

to be worked by female Laborers during construction of the project.

(Maximum figure 0.10)

82\_Line 13. Multiply Line 12 by Line 1 by 0.01

Line 11.

Line 14. Summation of Lines 3, 5, 7, 9, 11, and 13

Line 15. Subtract Line 14 from Line 1 (= "Award Criteria Figure")

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$4,354,35000

#### **Community Hiring Bonuses** 3.

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

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

#### **Definitions**

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

"Residents of the project community" shall mean persons domiciled within the project area as stated in Section II.A.6., above.

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

#### 4. **Liquidated Damages**

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

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 04 100

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

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

Line 1 x 03 100

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

c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

Line 1 x 01 100

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

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

#### 5. Reporting

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 including, without limitation, steel fabrication Subcontractors, shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

Contract No.1520

#### BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### 6. Major Trades

Asbestos Workers

Boiler Makers

Bricklayers Carpenters Cement Masons

Electricians
Elevator Construction

Glaziers Mechanists

Machinery Movers

Ornamental Iron Workers

Lathers

**Operating Engineers** 

Painters

Pile Driver Mechanics Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

**Sheet Metal Workers** 

Sprinkler Fitters

Steel Fabricators (in shop or on-site)

Technical Engineers

**Tuck Pointers** 

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

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

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Bricklayers	30%
Carpenters	35%
Cement Masons	25%
Electricians	25%
Glazers	25%
Ornamental Iron Workers	15%
Lathers	25%
Operating Engineers	25%
Painters	40%
Plasterers	40%
Plumbers	35%
Roofers	35%
Sheet Metal Workers	40%
Sprinkler Fitters	35%

Contract No.1520

## BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Attida	ivit Of Non-co	llusion						
STATE	OF ILLINOIS }	).55						
COUNTY OF COOK }		) SS						
	Robert	F. Zitek		being first dul	y sworn, de	poses and s	ays that:	
(1)	He/ <b>S</b> †ne is	Authorized Agent & Vi	ce Presdient					
(Owne		er, Representative or Aç . Paschen, S.N. Nielser		LLC		······································		
the Bio	ider that has sub	mitted the attached Bio	i <b>;</b>					
(2) circum	That Bidder i stances respecti	s fully informed respec ng such Bid;	ting the prepa	aration and cor	ntents of the	e attached B	id and of	all pertinent
(3)	Such Bid is g	enuine and is not a col	usive or sham	n bid;				
other libid had indirect fix the the bid	it, including this Bidder, firm, or p is been submitter tly, sought by ac price or prices in I price of any ot	er nor any of its office affiant, has in any way erson to submit a collud or to refrain from bid greement or collusion on the attached bid or in the Bidder, or to secur the Public Building Co	colluded, consive or sham ding in conne recommunical that of any of through any	nnived, conspir bid in connection with such tion or confere her Bidder, or y collusion, co	red, or agre tion with the Contract, nce with ar to fix any onspiracy, conspiracy, constitution	ed, directly of e Contract for or has in an ny other Bidd verhead, pro onnivance of	or indired or which ny manne der, firm, ofit, or cos r unlawfu	ctly, with any the attached or, directly or or person to st element of all agreement
	racy, connivance	prices quoted in the e e, or unlawful agreemen n interest, including this	nt on the part					
(Signe by FHI by Rob	gging), 720 ILCS d) Management, I	not barred from biddir 5/33E-4 (Bid rotating) for the barred from biddir 5/33E-4 (Bid rotating) for the barred from biddir for th						
(Title) Subscr		to before me this 9th	day of _	December		20 <u>10</u>		
(Title)	Public	S; August 24, 2014			OFF Notary Pu My Com	EEN PATTIS ICIAL SEA blic, State of mission Expust 24, 2014	L Illinois pires	

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

# SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1.	Nar	me of joint venture
2.	Add	dress of joint venture
3.	Pho	one number of joint venture
4.	lde:	ntify the firms that comprise the joint venture
	<b>A</b> .	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion or 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.	Nat	ture of joint venture's business
6.	Pro	ovide a copy of the joint venture agreement.
7.	Ow	mership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
8.	Spe	ecify as to:
	A.	Profit and loss sharing%
	В.	Capital contributions, including equipment%
	C.	Other applicable ownership interests, including ownership options or other agreements which restric ownership or control.
	D.	Describe any loan agreements between joint venturers, and identify the terms thereof

SCHEDULE B - Joint Venture Affidavit (2 of 3)

NA

Contract No.1520

### BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

A.	Fin	ancial decisions
В.	Ma	inagement decisions such as:
	1)	Estimating
	2)	Marketing and Sales
	3)	Hiring and firing of management personnel
	4)	Other
C.	Pui	rchasing of major items or supplies
D.	Su	pervision of field operations
Ε.	Su	pervision of office personnel
F. 	ver of e	scribe the financial controls of the joint venture, e.g., will a separate cost center be established; whaturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authorised joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.
— G.		te approximate number of operational personnel, their craft and positions, and whether they will be ployees of the majority firm or the joint venture.
Ple	ase s	state any material facts of additional information pertinent to the control and structure of this joint ventur

Contract No.1520

BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

MAY 2010 26

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### SCHEDULE C - Letter of Intent from MBE/WBE

1 K 3 ---

#### To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Back of the Yards High School - Site Preparation	
Project Number: 05150	
FROM:	
CHICAGOLAND TRUCKIN INC. MBE WBE	
TO:	
.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago (Name of Bidder)	
The undersigned intends to perform work in connection with the above-referenced project as (check one):	
a Sole Proprietor a Corporation	
a Partnershipa Joint Venture	
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, or MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.	betet non-
The undersigned is prepared to provide the following described services or supply the following described goo connection with the above-named project.  TRUCKING	ids in
The above-described services or goods are offered for the following price, with terms of payment as stipulated i Contract Documents.	n the

Contract No.1520

## BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION 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, spe	ecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/WI attach additional sheet(s).	BE firm's proposed scope of work and/or payment schedule
Most the dollar value of the MBE/WBE subconfile MBE/WBE subcontractor will not be sub-subcontraction be filled in each blank above. If more than 10% percent will be sublet, a brief explanation and description of the will be sublet, a brief explanation and description of the will be sublet.	ng any of the work described in this Schedule, a zero (0) must of the value of the MBE/WBE subcontractor's scope of wor work to be sublet must be provided.  the above work with the General Bidder, conditioned upon it signs of Chicago, and will do so within five (5) working days of the conditioned upon it signs of Chicago, and will do so within five (5) working days of the conditioned upon it signs of the conditioned upon its signs of the conditioned
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

August 24, 2010

Alberto Roman Chicagoland Truckin Inc. 5494 West Roosevelt Road Chicago, IL 60644

Annual No Change Affidavit Due:

April 1, 2011

Dear: Alberto Roman

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until April 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by April 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by January 31, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- file your No Change Affidavit within the required time period;
- · provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Chicagoland Truckin Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

### 96239 Hauling Services 96286 Transportation of Goods (Freight)

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott

Acting Managing Deputy

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

# SCHEDULE C - Letter of Intent from MBE/WBE

#### To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project: Back of the Yards High School - Site Preparat	ion
Project Number: 05150	
FROM:  L&B Trucking Inc. MBE_ (Name of MBE or WBE)	WBE
TO:	
F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building (Name of Bidder)	Commission of Chicago
The undersigned intends to perform work in connection with the above	ve-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 3-16-10. In addition, in the case where MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.	the attached Letter of Certification, dated the undersigned is a Joint Venture with a non
The undersigned is prepared to provide the following described se connection with the above-named project.	
The above-described services or goods are offered for the following Contract Documents.	price, with terms of payment as stipulated in the

Contract No.1520

#### BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION 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, sp	ecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/W attach additional sheet(s).	/BE firm's proposed scope of work and/or payment schedule
% of the dollar value of the MBE/WBE subcontractor will not be sub-subcontractive filled in each blank above. If more than 10% perceived be sublet, a brief explanation and description of the the undersigned will enter into a formal agreement for execution of a contract with the Public Building Commitmeeing of a notice of Contract award from the Commiss By:	ing any of the work described in this Schedule, a zero (0) musent of the value of the MBE/WBE subcontractor's scope of work work to be sublet must be provided.  If the above work with the General Bidder, conditioned upon it ission of Chicago, and will do so within five (5) working days coion.
L+B Trucking Inc.  Name of MBENNBE Firm (Print)  12/10/10  Date (708) 516-2042  Phone	Signature Maria Martinez Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



# OFFICE OF COMPLIANCE

March 16, 2010

Ms. Maria G. Martinez L & B Trucking, Inc. 4439 Wenonah Avenue Stickney, IL 60402-4330

Annual Certificate Expires:

March 31, 2011

Vendor Number:

20070570

Dear Ms. Martinez:

We are pleased to inform you that L & B Trucking, Inc. has been certified as a Women Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until March 31, 2015; however your firm must be re-validated annually. Your firm's next annual validation is required by March 31, 2011.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate and Individual Tax Returns. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Code NIGP 96239 **Description**Hauling Services

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

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,

1. T

Reshma N. Soni

Serior Compliance Officer

# 7 >3.

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

Name of Project	ct:Back o	of the yards High S	chool Site Pre	oaration	<del></del>		
STATE OF ILLIN	101S }	} \$\$					
COUNTY OF CO	OOK }	•					
In connection v	with the abor	ve-captioned contr & Vice President,	act, I HEREB\ Robert F. Zitek	DECLARE AN	ND AFFIRM tha	at I am the	
Title	and duly au	thorized represent N. Nielsen & Assoc	ative of				
Nam	e of Genera	l Contractor whose Rd., Suite 200					
narticination in	ve personal	lly reviewed the n referenced Contra ent to which MBE.	naterial and fa ct. including S	acts submitted chedule C and	l Schedule B (i	t applicable), an	id the following
Contractor for	the Project.						

Name of MREWRE Contractor	Type of Work to be Done in	Dollar Credit Tow	Dollar Credit Toward MBE/WBE Goals			
	Accordance with Schedule C	MBE	WBE			
Chicagoland Truckin, Inc.	Trucking	\$ 1,094,000	\$			
L&B Trucking, Inc.	Trucking	\$	\$ 183,000			
		\$	\$			
		\$	\$			
		\$	\$			
		\$	\$			
		\$	\$			
	Total Net MBE/WBE Cred	lit \$ 1,094,000	\$ 183,000			
	Percent of Total Base B	0.4	% 4			

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

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

#### SUB-SUBCONTRACTING LEVELS

of my

% of the dollar value of the MBB	E/WBE <u>subcontract</u> will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBB	E/WBE subcontract will be sublet to MBE/WBE contractors.
if MBE/WBE subcontractor will not be su be filled in each blank above.	b-subcontracting any of the work described in this Schedule, a zero (0) must
If more than 10% of the value of the MB description of the work to be sublet must	E/WBE subcontractor's scope of work will be sublet, a brief explanation and be provided.
The undersigned will enter into a formal conditioned upon performance as Contra days of receipt of a notice of Contract aways.	agreement for the above work with the above-referenced MBE/WBE firms, ctor of a Contract with the Commission, and will do so within five (5) business ard from the Commission.
Ву:	Royat
F.H. Paschen, S.N. Nielsen & Associates	LLC ACTION
Name of Contractor (Print) December 13, 2010	Signature by FHP Management, Inc., Sole Manager, b Robert F. Zitek, Authorized Agent & Vice Presdient
Date 773-444-3474	Name (Print)
Phone	
IF APPLICABLE:	
Ву:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE Non-MBE/WBE
Phone/FAX	

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

		NA
Date:		
Public Richa 50 W.	in Cabonargi, Executive Director uilding Commission of Chicago J. Daley Center /ashington Street, Room 200 , IL 60602	
Dear	s. Cabonargi:	
RE:	Contract No	
	Project Title:	
provis subco that if	rdance with Section 23.01.7, the undersigned hereby requests a waiver/partins. The undersigned certifies that it/we has/have been diligent in our ractors certified as MBE/WBE to perform work in this project, that such efforts lecannot meet the Minority/Women Business Enterprise contract goal. These esistent with the "Request for Waiver" provisions of the MBE/WBE Program as	attempt to identify potentian have not been successful, and fforts are described below and
		<del></del>
Docu	entation attached: yes no	
Base	on the information provided above, we request consideration of this waiver reques	st.
Since	y,	
Signa	re	
Print	me	
Title	<u></u>	
Name	f Firm	

MAY 2010

Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### Affidavit Of Uncompleted Work

#### A. Work Under Contract

SEE ATTACHED AFFIDAVIT

32

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

	1	2	3	4	Awards Pending	TOTALS
Project						4.35 (Mar)
Contract With		popping visional Hallend	line of the bound	in the state of th		First attended to
Estimated Completion Date		NAMES OF THE PARTY AND THE PAR	INTERNAL HERBERG	o indicate and a second	TO LEASE THE PROPERTY OF THE P	The state of the s
Total Contract Price		and Devian (III)		house the state of	A PACTURE MANAGEMENT OF THE PACTURE AND THE PA	ei a DATSCRICTI III is
Uncompleted Dollar Value if Firm is the GC	- <b>- 1</b>	es de Visa de		el caracteristicano	P C C C	
Uncompleted Dollar Value if Firm is a Subcontractor		District of the last of the la	Name of the state	The second secon		
			TOTAL VALUE OF ALL WORK			

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

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

Joint venture, not only that porto	1	2	3	4	Awards Pending	TOTALS
Earthwork						
Demolition						
Sewer and Drain						
Foundation		SI INIBAKKI 16-140	or process or second			
Painting		haart (Arthum Heavan)				
Struct. Steel (Bldg Const.)		- di littera riccie	Transcription of the control of the			And the state of t
Ornamental Steel (Bldg Construction)		THE PROPERTY OF THE PROPERTY O	TUTUTATION		11/	
Miscellaneous Concrete		and the control of th	ALI I COMPANIA I COMPA			
Fireproofing		A CANADA				
Masonry		The state of the s	NATIONAL CALLESTON AND AND AND AND AND AND AND AND AND AN		III UUUUUU AA	The constraint of the constrai
H.V.A.C.			The same of the sa		The second secon	



INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	
Contract Number	Gwendolyn	Juarez H.S.	Red/Blue Line - Es	McClean 63073	
Contract With	PBC	CPS	СТА	IDOT	
Estimated Completion Date	July 2011	Dec 2009	October 2011	Nov 23, 2010	
Total Contract Price	\$34,855,000	\$23,748,413	\$16,706,317	\$10,002,687	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$34,855,000	\$545,320	\$2,615,863	\$7,879,040	\$472,888,700
Uncompleted Dollar Value if Firm is the Subcontractor					\$169,131
ODDOUMBOOM		-	Total Value of All	Work	\$473,057,831

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

company. If no work is contracted, show					Accumulated Totals
Earthwork				\$0	\$10,747,715
Portland Cement Concrete Paving	-			\$800,000	\$13,630,020
HMA Plant Mix					\$0
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
	<del></del>			\$0	\$703,750
Aggregate Bases & Surfaces				\$2,030,000	\$41,510,967
Hwy, R.R. & Wtrwy Strctrs	· · · · · · · · · · · · · · · · · · ·			42,000,000	\$8,855,000
Drainage					\$0
Electrical					\$0
Cover and Seal Coats				0450.000	
Concrete Construction				\$150,000	\$18,776,577
Landscaping		·			\$0
Fencing				·	\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling					\$0
Demolition	<u></u>				\$875,000
Pavement Markings ( Paint )					\$C
				\$1,250,000	\$2,475,000
Other Construction (List)	£1 250 000	\$25,000	\$142,677		\$44,080,507
Building Construction	\$1,250,000	\$20,000	ψ142,071		<b>4,</b> 223,330
					\$0
Totals Disclosure of this information is REQUIF	\$1,250,000	\$25,000	\$142,677	\$4,230,000	\$141,654,536

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

	1	2	3	4
Subcontractor		Acorn Fence	DLZ	Kapur
Type of Work		Fence	Survey	Survey
Subcontract Price		\$11,300	\$50,000	\$75,000
Amount Uncompleted		\$0	\$41,073	\$48,750
Subcontractor		BSB Development	MJC	Geneva
Type of Work		Excavation		Asphalt
Subcontract Price		\$1,063,545	\$140,069	\$450,148
Amount Uncompleted		\$124,824	\$25,796	\$414,680
Subcontractor		LPS Pavement	Garth	Gateway
Type of Work		Brick pavement	Demolition	Rebar Erection'
Subcontract Price		\$108,000	\$749,146	\$102,876
Amount Uncompleted		\$108,000	\$28,202	\$66,452
Subcontractor		Revcon	U S Architectual	Homar
Type of Work		Caisson	Steel	Tree removal
Subcontract Price		\$496,920	\$1,501,701	\$6,159
Amount Uncompleted		\$0	\$178,630	\$6,159
Subcontractor		Harrington Exc	Q C Enterprize	Alpine
Type of Work		Site util	Terrazzo	Demolition
Subcontract Price		\$241,610	\$45,130	\$51,532
Amount Uncompleted		\$3,312	<del>                                  </del>	\$36,132
Subcontractor		Degraf	EVC	GFS
Type of Work		Concrete	Paint	Guard Rail'
Subcontract Price		\$739,440	\$99,563	\$195,941
Amount Uncompleted		\$0	\$12,000	\$178,461
Subcontractor		Carlo Steel	Commonwealth	Laredo system
Type of Work		Steel	Downspouts	Landscape
Subcontract Price		\$3,727,810	\$59,498	
Amount Uncompleted		\$91,184		
Subcontractor		Pederson	Admiral Heating	Gillen
Type of Work		Landscape	HVAC	Sheeting
Subcontract Price		\$115,000	<del> </del>	<del></del>
Amount Uncompleted		\$115,000		. <del> </del>
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous		Uncommitted Subs	
Subcontract Price	\$33,605,000	\$11,677,285	1	
Amount Uncompleted	\$33,605,000	\$78,000		1
Total Uncompleted	\$33,605,000		· · · · · · · · · · · · · · · · · · ·	

I, being duty 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.



INSTRUCTIONS: Complete this form by either typing or using black ink, "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	5	6	7	8	9
Contract Number	Coastal Harbor150	Tri-State TollwayNi	Recon. 75th & 79th	Brighton Park	SB Tri State I-294
Contract With	PBC	Illinois Tollway	Metra	PBC	Illinois Tollway
Estimated Completion Date		<del></del>	Feb. 2010	June, 2010	Dec.13, 2009
	\$14,911,865		\$5,698,000	\$22,989,000	\$38,897,371
Total Contract Price Uncompleted Dollar Value if Firm is the Prime Contractor	\$14,911,865				\$1,867,858
Uncompleted Dollar Value If Firm is the Subcontractor					
Vancour.				<u> </u>	

Joint Venture Portion

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$725,000				
Portland Cement Concrete Paving					
HMA Plant Mix		<u></u>			· · · · · · · · · · · · · · · · · · ·
HMA Paving		·			
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs	\$3,002,966				
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					\$25,000
Landscaping					
Fencing	<u> </u>				<u> </u>
Guardrail					
Painting				· · · · · ·	
Signing					<u> </u>
Cold Milling, Planning & Rotomilling		<u></u>			
Demolition					
Pavement Markings ( Paint )	· · ·				
Other Construction (List)					
Building Construction				\$1,230,000	
	\$3,727,966	\$0	\$0	\$1,230,000	\$25,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

BC 57 (Rev. 08/17/10)

Į	5	6	7	8	9
		241	Liebwey Tosh	C Szabo	Kapur
Subcontractor					Survey
Type of Work	/	Asphalt		\$384,068	\$256,200
Subcontract Price		\$6,015,332	\$38,000	\$176,500	\$25,620
Amount Uncompleted		\$108,081	\$40,640		Arrow Road
Subcontractor		Area			
Type of Work		Erection	Concrete		Asphalt \$3,927,332
Subcontract Price		\$437,359	\$38,165	\$309,434	
Amount Uncompleted		\$0	\$0	\$309,434	\$836,940
Subcontractor	<del>                                     </del>	Acura	Mega Steel		American Restorati
Type of Work		Misc Concrete	Reinforcing	Asphalt	Restoration
Subcontract Price		\$6,501,678	\$68,625	\$17,445	\$33,492
Amount Uncompleted		\$501,745		\$19,570	\$18,772
Subcontractor		Omega	Amerian Restorato		Omega Demo
Type of Work		Demolition	Restoration	Misc Metal.	Demolition
Subcontract Price		\$556,103	\$2,348,390	\$110,115	\$698,110
Amount Uncompleted		\$16,536	\$0	\$104 <u>,</u> 165	\$35,471
Subcontractor		Crown	Crown	Kremer Davis	Diamond Coring
Type of Work	·	Paint	Paint	Glass	Concrete Cutting
Subcontract Price		\$116,959	\$100,400	\$76,000	\$110,320
Amount Uncompleted		\$96,178	\$0	\$72,250	\$0
Subcontractor		Western Remac	Hecker	L B Hall	Vixen
Type of Work	1	Signage	Electrical	Fire protection	Curb and Gutter
Subcontract Price		\$469,972	\$184,191	\$152,000	
Amount Uncompleted		\$50,739	\$0	. \$0	
Subcontractor		American	Quinco Steel	Just rite	Aldridge
Type of Work		Restoration	Erector	Accoustical Clg	Electrical
Subcontract Price		\$133,167	\$88,750	\$305,000	
Amount Uncompleted		\$13,479	\$0	\$305,000	\$180,597
Subcontractor		Quality Saw & Sea		Mid America	Illini Fence
Type of Work		Saw Cut		Elevator	Fence
Subcontract Price		\$151,027		\$160,000	
Amount Uncompleted		\$16,096	3	\$159,000	\$79,577
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous & _
Type of work	Miscellaneous	Uncommitted Sub	s Miscellaneous	Uncommitted Sub	Uncommitted Sub
Subcontract Price	\$11,183,899	<del> </del>		\$18,466,053	\$16,950,434
Amount Uncompleted	\$11,183,899		<del></del>		\$582,721
Total Uncompleted	\$11,183,899			\$8,077,091	\$1,842,858

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.



INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	10	11	12	13	14
O		Schurz H S	Midway - Concours	Lake St. Column R	Washington St.
Contract Number	City of Des Plaines			CDOT	Lake Cty Gr.
-			Feb. 2010	June 1, 2011	Oct. 31, 2009
Estimated Completion Date	\$11,407,710			\$6,623,292	\$4,859,549
Total Contract Price Uncompleted Dollar Value if Firm is the	\$11,407,710				
Prime Contractor Uncompleted Dollar Value if Firm is the Subcontractor	,				\$169,131
	<u> </u>				

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

5 - 4	\$450,000			\$300,000	
Earthwork South	\$2,829,770				
Portland Cement Concrete Paving	Ψ2,023,110				
HMA Plant Mix		<u> </u>			
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	\$100,000				#4CE 000
Hwy, R.R. & Wtrwy Strctrs	\$250,000				\$165,000
Drainage		· · · · · · · · · · · · · · · · · · ·			
Electrical			· · · · · · · · · · · · · · · · · · ·		
Cover and Seat Coats				2050 000	
Concrete Construction	\$1,760,188			\$350,000	
Landscaping					
Fencing		<u> </u>			
Guardrail					
Painting	· · · · · · · · · · · · · · · · · · ·				
Signing					
Cold Milling, Planning & Rotomilling					
Demolition	\$450,000			\$325,000	
Pavement Markings ( Paint )	<u></u>			04.400.000	
Other Construction (List)				\$1,100,000	
Building Construction		\$950,000	\$1,735,240		
				00.075.000	\$16F.000
Totals Disclosure of this information is REQUI	\$5,839,958	\$950,000	\$1,735,240	\$2,075,000	\$165,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurer non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Security   Steel Erection   Steel Erec		10	11	12	13	14
Security   Steel Erection   Steel Erection   Steel Erection   Subcontract Price   S50,000   S1,803,600   S94,511   Subcontract Price   S50,000   S1,803,600   S0   S0,800   S0   S0,800   S0,8				Injugreal Security	Metropolitan Steel	Area
Subcontract Price   Subcontract Price   Subcontract Price   Subcontract Price   Subcontract Price   Subcontract Price   Subcontractor   Subc	Subcontractor					Steel Erection
Subcontractor   Stock   Stoc	Type of Work			occurry		
Quality Exc.   Kapur   Rampart Hydro	Subcontract Price					
Subcontractor   Excavation   Survey   Hydro Demo	Amount Uncompleted					
Type of Work	Subcontractor				11-11-	
\$682,637   \$35,630   \$60,000	Type of Work					
Subcontractor   Foundation Drilling   Bigane   Mitchell Steel, Inc.						
Cassions   Paving   Rebar	Amount Uncompleted					
Type of Work	Subcontractor				2.92	- · · · · · · · · · · · · · · · · · · ·
\$18,000   \$386,434   \$30,007	Type of Work		(			<del></del>
Subcontractor   Chakra   Aldridge El   Quality Saw & Sec						
Chakra   Addridge E  Quality Saw & Set				\$0		
Misc Carpentry   Electrical   Concrete Sawing   Subcontract Price   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$504,982   \$95,157   \$905,000   \$904,982   \$95,157   \$905,000   \$904,982   \$95,157   \$905,000   \$904,982   \$95,157   \$905,000   \$904,982   \$95,157   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000   \$905,000				Chakra		
Subcontract Price   S905,000   \$504,982   \$501,100				Misc Carpentry		
Section   Sect				\$905,000		
Perfomance Plumb Midwest Fence   Vixen						\$0
Plumbing   Fence   Misc Concrete				Perfomance Plumb	Midwest Fence	
Subcontract Price				Plumbing	Fence	
Amount Uncompleted         \$420,688         \$14,516         \$           Subcontractor         Just Rite         Atrium         Cabo           Type of Work         Accoustical Tile         Landcape         Misc           Subcontract Price         \$62,900         \$182,372         \$3,93           Amount Uncompleted         \$34,970         \$182,372         \$3,93           Amount Uncompleted         Unistrut Internation Homer         Pyne and Dolan           Type of Work         \$71,000         \$4,650         \$5,40           Subcontract Price         \$20,000         \$4,650         \$19           Amount Uncompleted         Municapl Elevator         SEI Coatings           Subcontractor         Elevator         Paint           Type of Work         \$194,000         \$102,000           Subcontract Price         \$91,200         \$102,000           Amount Uncompleted         Miscellaneous & Miscellaneous & Miscellaneous & Miscellaneous & Miscellaneous & Uncommitted Subs         Uncommitted Subs         Uncommitted Subs           Type of work         Uncommitted Subs         Uncommitted Subs         Uncommitted Subs         Uncommitted Subs           Subcontract Price         \$5,567,752         \$9,495,000         \$4,138,994         \$1,511,088 <t< td=""><td></td><td></td><td></td><td>\$920,688</td><td>\$14,516</td><td>\$492,542</td></t<>				\$920,688	\$14,516	\$492,542
Subcontractor   Subcontract				\$420,688	\$14,516	\$0
Accountical Tile			<u> </u>	Just Rite	Atrium	Cabo
\$62,900				Accoustical Tile	Landcape	Misc
\$34,970   \$182,372   \$3,93				\$62,900	\$182,372	\$3,933
Subcontractor   Unistrut Internation   Homer   Pyne and Dolar				\$34,970	\$182,372	\$3,933
Type of Work				Unistrut Internation	Homer	Pyne and Dolan
Subcontract Price   \$71,000   \$4,650   \$5,40				Unistrut	Tree Removal	Elec
Subcontract Price   \$20,000   \$4,650   \$19					\$4,650	\$5,400
Subcontractor         Municapl Elevator         SEI Coatings           Type of Work         Elevator         Paint           Subcontract Price         \$194,000         \$102,000           Amount Uncompleted         \$91,200         \$102,000           Subcontractor         Miscellaneous & Miscellaneous & Miscellaneous & Miscellaneous & Miscellaneous & Uncommitted Subs         Uncommitted Subs           Type of work         Uncommitted Subs         Uncommitted Subs         Uncommitted Subs           Subcontract Price         \$5,567,752         \$9,495,000         \$18,659,100         \$3,926,086           Amount Uncompleted         \$5,567,752         \$9,495,000         \$4,138,994         \$1,511,088           Amount Uncompleted         \$5,567,752         \$9,495,000         \$5,091,416         \$4,548,292         \$4,13	Subcontract Price					\$198
Elevator   Paint				Municapl Elevator	SEI Coatings	
Subcontract Price   \$194,000   \$102,000						
Subcontract Price         \$91,200         \$102,000           Amount Uncompleted         Miscellaneous & Uncommitted Subs Uncommitted Sub					\$102,000	
Amount Uncompleted Subcontractor Type of work Subcontract Price Amount Uncompleted  Subcontract Price Amount Uncompleted  Subcontract Price Subcontract Pric					- <del> </del>	
Subcontractor         Miscellatious & Inscendences & Inscendence		Missollanaous 9	Miscellaneous &	<u> </u>		Miscellaneous &
Subcontract Price         \$5,567,752         \$9,495,000         \$18,659,100         \$3,926,086           Amount Uncompleted         \$5,567,752         \$9,495,000         \$4,138,994         \$1,511,088           4,138,994         \$1,511,088         \$4,138,994         \$4,138,994         \$4,138,994		Miscellaneous &	Uncommitted Subs	Uncommitted Sub		s Uncommitted Sub
Subcontract Price         \$5,567,752         \$9,495,000         \$4,138,994         \$1,511,088           Amount Uncompleted         \$5,567,752         \$9,495,000         \$5,001,416         \$4,548,292         \$4,138,994				\$18,659,100	\$3,926,086	\$ \$0
Amount Uncompleted \$5,507,732 \$5,405,000 \$5,001,416 \$4,548,292 \$4.1				<del></del>		
Total Uncompleted \$5,567,752 \$9,495,000 \$5,091,410 \$44,540,252 \$4,540,252		\$5,567,752	\$9,495,000			

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



2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	15	16	17_	18	19
Contract Number	Thorton Quarry	Belmont/Fullerton	9th District Police	Upper DesPlaines	Southwest Middle
Contract With	MWRDGC	CTA	PBC	MWRDofGC	PBC
Estimated Completion Date	Jan 1, 2011	February 2010	December 2009	May 2009	Oct 1, 2009
Total Contract Price	\$54,898,250	\$112,598,946	\$28,977,000	\$8,907,619	\$29,390,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$54,898,250	\$2,809,206	\$252,712	\$6,044,352	\$176,438
Uncompleted Dollar Value if Firm is the Subcontractor					
<u> </u>					

Joint Venture Portion

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$3,888,000				
Portland Cement Concrete Paving	\$405,000			,	
HMA Plant Mix					
HMA Paving	,				
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$11,097,000				
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction		\$150,000		\$1,698,938	\$15,000
Totals Disclosure of this information is REQUIF	\$15,390,000	\$150,000	\$0	\$1,698,938	\$15,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

	15	16	17	18	19
Subcontractor	Kapur	Dynamic Wrecking	Superior FI	Falk	M T Transit
Type of Work	Survey	Demolition	Flooring	Survey	Excavation
Subcontract Price	\$385,495	\$4,395,341	\$62,430	\$65,596	\$416,968
Amount Uncompleted	\$385,495	\$5,043	\$0	\$0	\$0
Subcontractor	Proshot	Case Foundation	T&D	Harrington	Flk Engineer
Type of Work	Shotcrete	Cassions	Excavating	Excavation	Survey
Subcontract Price	\$745,002	\$4,337,441	\$2,558,000	\$170,415	\$56,876
Amount Uncompleted	\$745,002	\$86,676	. \$0	\$0	\$0
Subcontractor	Hayward Baker	Civil Contr.	Cabo	Accu Paving	Pederson
Type of Work	Grouting	Utilities	Sewer	Asphalt	Landscape
Subcontract Price	\$25,110,332	\$794,609	\$275,688	\$15,500	\$450,997
Amount Uncompleted	\$25,110,332	\$53,771		\$15,500	\$8,926
Subcontractor	A & C Electrical	A & H	MG Electric		Degraf .
Type of Work	Electrical	Plumbing	Electrical		Concrete
Subcontract Price	\$648,000	\$410,365	\$4,397,864		\$1,619,618
Amount Uncompleted	\$648,000	\$4,613	\$146,437		\$0
Subcontractor	Raimonde Drilling	Just Rite	Nikolas	M A Steel	All Masonry
Type of Work	Drilling •	Accoustical	Paint	Rebar	Masonry
Subcontract Price	\$4,843,800	\$19,308	\$103,688	\$15,000	\$4,193,765
Amount Uncompleted	\$4,843,800		\$0	\$11,975	\$61,477
Subcontractor		Chappel West,Inc.	Weis	Acura	Metropolitan Steel
Type of Work		Metal Bldg	Stone	Misc Conc.	Steel
Subcontract Price		\$247,947	\$6,995	\$26,184	\$2,990,799
Amount Uncompleted		\$0	\$0	\$0	\$17,270
Subcontractor		Brand	Kone	F&B	WEB
Type of Work		Scaffolding	Elevator	Masonry	Misc Metal
Subcontract Price		\$4,772	\$91,095	\$23,900	\$379,497
Amount Uncompleted		\$0	\$0	\$0	\$380
Subcontractor		Break thru	Mid America	Atlantic Painting	L B Hall
Type of Work		Demolition	Elevator	Paint	Spray Fireproffing
Subcontract Price		\$353,400	\$128,650	\$266,354	\$98,000
Amount Uncompleted		\$0	\$0	\$253,354	\$0
Subcontractor	Miscellaneous &		Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneou <b>s</b>	<b>Uncommitted Subs</b>	Uncommitted Subs
Subcontract Price	\$39,508,250	\$56,377,990	\$14,057,537	\$7,929,024	\$16,267,211
Amount Uncompleted	\$7,775,621	\$2,509,103	\$106,275	\$4,064,585	\$73,385
Total Uncompleted	\$39,508,250	\$2,659,206	\$252,712	\$4,345,414	\$161,438

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



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

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	20	21	22	23	24
Contract Number	3 Station - Brown L	I-69 # 33049A	NB - I-94	O'Hare MP-JOC	SB I-94, I-07-5221
Contract With	CTA	INDOT	ISTHA	CDOT	ISTHA
Estimated Completion Date	Sept 2008	Oct 6, 2012	Dec. 19, 2009	January 2008	Nov. 21, 2008
Total Contract Price	\$47,557,854	\$22,627,896	\$29,268,838	\$10,000,000	\$25,174,445
Uncompleted Dollar Value if Firm is the Prime Contractor	\$508,198	\$22,627,896	\$2,595,532	\$558,640	\$1,120,342
Uncompleted Dollar Value if Firm is the Subcontractor		-			

Joint Venture Portion

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork					
Portland Cement Concrete Paving		,			<del> </del>
HMA Plant Mix	· · · · · · · · · · · · · · · · · · ·			<u></u>	· · · · · · · · · · · · · · · · · · ·
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs		\$11,186,000			
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction			\$486,189		\$25,000
Landscaping					
Fencing	·				*
Guardrail					•
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition			-		
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals Disclosure of this information is REQU	\$0	\$11,186,000	\$486,189	\$0	\$25,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

	20	21	22	23	24
Subcontractor	Gillen		Curran	<u> </u>	Kapur
Type of Work	Foundation		Asphalt		Survey
Subcontract Price	\$1,229,714	1	\$4,292,055		\$190,000
Amount Uncompleted	\$0		\$835,183	<del>                                     </del>	\$190,000
Subcontractor	Dynamic Wrecking	<u> </u>	Aldridge		
Type of Work	Demolition	9	Electrical		Aldridge
Subcontract Price	\$1,725,733		<del></del>		Electrical
			\$2,211,780		\$810,988
Amount Uncompleted	\$22,316	)	\$141,224		\$0
Subcontractor	Swanson		Industrial Fence		Industrial Fence
Type of Work	Track		Fence		Fence
Subcontract Price	\$734,182	· <del>  </del>	\$760,331		\$334,560
Amount Uncompleted	\$0		\$56,498	T	\$0
Subcontractor	EVC		Natural Creation		Laredo
Type of Work	Painting		Landscaping	• •	Landscape
Subcontract Price	\$2,162,234	<del></del>	\$496,723		\$427,897
Amount Uncompleted	\$6,481		\$172,616		\$0
Subcontractor	Roberts		GFS		Western Remac
Type of Work	HVAC		Guard Rail		Signage
Subcontract Price	\$249,516		\$741,667		\$449,739
Amount Uncompleted .	\$10,366	<u> </u>	\$55,875		\$0
Subcontractor	A & H		Roadsafe		Roadsafe Traffic
Type of Work	Plumbing		Traffic Control		Traffic Control
Subcontract Price	\$243,961		\$1,185,483		\$843,919
Amount Uncompleted	\$4,811		\$431,055		\$0
Subcontractor	Justrite		Mitchell Steel		Curran
Type of Work	Accoutical Clg		Set Rebar		Apshalt
Subcontract Price	\$78,930		\$123,052		\$2,187,975
Amount Uncompleted	\$0		\$0		\$0
Subcontractor	Western Remac		Homar		Acura
Type of Work	Signage		Tree Service		Curb & Gutter
Subcontract Price	\$433,164		\$9,729		\$988,182
Amount Uncompleted	\$2,422		\$0		\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work		<del></del>	Uncommitted Subs		
Subcontract Price	\$30,175,720	\$11,441,896	\$8,089,693	\$10,000,000	<del> </del>
Amount Uncompleted	\$461,802	\$11,441,896	\$416,892	\$558,640	
Total Uncompleted	\$508,198			\$558,640	

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.



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

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	25	Pending	27	28	29
Contract Number	Wentworth II		Morgan St.	HVAC upgrade	SB I-94, I-06-5220
Contract With	CHA	CDOA	CDOT	Cook County	ISTHA
Estimated Completion Date	May 2007		September 2011	Dec 31, 2010	Dec. 19, 2008
Total Contract Price	\$36,651,107	\$11,063,984	\$25,257,000	\$3,396,000	\$39,851,279
Uncompleted Dollar Value if Firm is the Prime Contractor Uncompleted Dollar Value if Firm is the Subcontractor	\$281,724	\$11,063,984	\$25,257,000	\$3,396,000	

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

<u></u>					
Earthwork	•	\$487,000	\$500,000		
Portland Cement Concrete Paving		-			
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs		\$1,889,501			
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction		\$1,159,000	\$1,750,000		\$25,000
Landscaping					
Fencing		34			
Guardrail					
Painting					-
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					· · · · · · · · · · · · · · · · · · ·
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction			\$5,350,000	\$325,000	
Totals Disclosure of this information is REC	\$0	\$3,535,501	\$7,600,000	\$325,000	\$25,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

	25	Pending	27	28	29
Subcontractor	JVI Industries				Kapur
Type of Work	Abatement			<del></del>	Survey
Subcontract Price	\$487,106	-			
Amount Uncompleted	\$(	T	-		\$328,750
Subcontractor	Universal Iron				Arrow \$0
Type of Work	Fence				
Subcontract Price	\$323,438				Asphalt
Amount Uncompleted	\$0				\$2,091,824
Subcontractor	Knickerbocker	<u> </u>			\$0
Type of Work	Roofing		<del> </del>		Acura Curb & Gutter
Subcontract Price	\$1,401,140		<del>                                     </del>		<del> </del>
Amount Uncompleted	\$0	<del></del>			\$460,731 \$0
Subcontractor	Homeland		<u> </u>		John Burns
Type of Work	Windows				Electrical
Subcontract Price	\$1,663,085				
Amount Uncompleted	\$11,850				\$2,047,616 \$0
Subcontractor	Aquamist				Industrial Fence
Type of Work	Plumbing				Fence
Subcontract Price	\$2,717,785				\$546,901
Amount Uncompleted	\$0				\$0
Subcontractor	Sager				Laredo Sys
Type of Work	Sealant				Landscape
Subcontract Price	\$34,500				\$71,132
Amount Uncompleted					\$0
Subcontractor	Schindler				Crown
Type of Work	Elevator		=		Painting
Subcontract Price	\$57,000		-		\$252,440
Amount Uncompleted	\$0				\$0
Subcontractor	Landscape Forms				Western
Type of Work	Site Furniture				Signage
Subcontract Price	\$23,940				\$142,643
Amount Uncompleted	\$0				\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$26,297,384	\$7,528,483	\$17,657,000	\$3,071,000	\$11,662,310
Amount Uncompleted	\$269,874	\$7,528,483	\$17,657,000	\$3,071,000	\$677,823
Total Uncompleted	\$281,724	\$7,528,483	\$17,657,000	\$3,071,000	\$677,823

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.



2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	30	31	32	33	. 34
Contract Number	CDOA	Oliver Harvey	CDOT	ISTHA	West Jackson
Contract With	Fed Ex Veh Maint	City Colleges	Monroe Bridge Hou	I-90 RR-09-5582	CDOT
Estimated Completion Date	Sept. 30, 2009	June 2011	January 31, 2008	July 2010	May, 2010
Total Contract Price	\$11,581,554	\$3,015,000	\$4,253,119	\$2,308,644	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$25,268	\$3,015,000			<del></del>
Uncompleted Dollar Value if Firm is the Subcontractor					7-7-7-3

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork			· · · · ·		
Portland Cement Concrete Paving					·
HMA Plant Mix					
HMA Paving		, ,,, <u>, , , , , , , , , , , , , , , , ,</u>			
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					• • ;
Hwy, R.R. & Wtrwy Strctrs				\$825,000	\$200,000
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction				'	
Landscaping					
Fencing	***************************************				
Guardrail			-		
Painting					
Signing					
Cold Milling, Planning & Rotomilling					<del></del>
Demolition					\$100,000
Pavement Markings ( Paint )			, ·		
Other Construction (List)					\$125,000
Building Construction		\$300,000			
			2.2		
Totals Disclosure of this information is REQU	\$0	\$300,000	\$0	\$825,000	\$425,000

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

BC 57 (Rev. 08/17/10)

	30	31	32	33	34
Subcontractor	Falk PLI		United Rental	American	Midwest Fence
Type of Work	Survey		Traffic Control	Restoration	Fence
Subcontract Price	\$11,548		\$27,176	\$879,131	\$11,330
Amount Uncompleted	\$0	<del></del>	\$27,170	<del> </del>	
Subcontractor	F&B		Holly Marine	Road Safe	Omega
Type of Work	Masonry	<u> </u>	Barge Work	Traffic Control	Demolition
Subcontract Price	\$234,571	1 1 1 1 1 1	\$46,000	\$153,333	<del></del>
Amount Uncompleted	\$1,008		\$0		
Subcontractor	Cabo		Brandenburg	GFS	John Burns
Type of Work	Sewer		Demolition	Guard Rail	Electrial
Subcontract Price	\$579,751		\$280,000	\$32,516	\$1,376,389
Amount Uncompleted	\$2,685		\$0	\$14,516	\$565,015
Subcontractor	AAA Fence		F & B masonry	41,010	Traffic Control & P
Type of Work	Silt Fence		Masonry		Traffic control
Subcontract Price	\$5,361		\$900,076		\$65,273
Amount Uncompleted	\$0	<del></del>	\$0		\$19,658
Subcontractor	ATMI		K & K Iron		Pine
Type of Work	Pre cast		Structural Steel		Waterproofing
Subcontract Price	\$74,000		\$284,489		\$53,743
Amount Uncompleted.	\$0		\$0		\$53,743
Subcontractor	Arrow		Auburn Corp	• .	Mega
Type of Work	Asphalt		Windows		Rebar
Subcontract Price	\$714,265		\$49,620		\$163,481
Amount Uncompleted	\$20,075		\$0		\$35,009
Subcontractor	L B Hall		Mr Davids		White Way
Type of Work	Spray Fire Proofing		Flooring		Sign
Subcontract Price	\$39,519		\$1,000		\$24,590
Amount Uncompleted	\$1,500		\$0		\$12,295
Subcontractor	Superior		Legacy Paint		Kapur
Type of Work	Flooring		Paint		Survey
Subcontract Price	\$11,420		\$16,950		\$23,481
Amount Uncompleted	\$0		\$0	4	\$9,513
Subcontractor		Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs		Miscellaneous
Subcontract Price	\$5,298,017	\$2,715,000	\$2,296,838	\$343,664	\$4,507,970
Amount Uncompleted		\$2,715,000	\$35,585	\$262,852	\$1,234,787
Total Uncompleted	\$25,268	\$2,715,000	\$35,585	\$1,302,059	\$2,074,233

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.



2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	35	36	37	38	39
Contract Number	Improvments to Ba	Ravenswood North	Reconstruct I-88	Jardine Water Purf	Touhy Ave
Contract With	MWRDof GC	CTA	ISTHA		MWRD of GC
Estimated Completion Date	March 2012	December 2009	Dec. 15, 2009	January 2008	August 2010
Total Contract Price	\$20,595,333	\$22,852,000	\$55,111,849	<del></del>	
Uncompleted Dollar Value in Firm is the Prime Contractor Uncompleted Dollar Value in Firm is the Subcontractor	\$5,973,588	\$250,000	\$22,057	\$598,50 <b>9</b>	

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Totals	\$1,359,119	\$50,000	\$5,000	\$597,268	\$50,000
Building Construction	\$1,359,119	\$50,000		\$597,268	-
Other Construction (List)					
Pavement Markings ( Paint )					
Demolition					
Cold Milling, Planning & Rotomilling	·				
Signing					
Painting					*. ***
Guardrail	<del>-</del>	<u> </u>	100000		
Fencing		· · · · · · · · · · · · · · · · · · ·	<u> </u>		
Landscaping			· · · · · · · · · · · · · · · · · · ·		
Concrete Construction			\$5,000		\$50,000
Cover and Seal Coats					
Electrical					<u></u>
Drainage	i. <u>.</u> .				
Hwy, R.R. & Wtrwy Strctrs					
Aggregate Bases & Surfaces					
Clean & Seal Cracks/Joints					
HMA Paving			•		and the second
HMA Plant Mix					er
Portland Cement Concrete Paving					
Earthwork					*.*

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

<del>.</del>	35	36	37	38	39
Subcontractor	II in One	Garth Const.	Natural Creations	Technica	Traffic Control
Type of Work	Process Plates	Demolition	Landscape	Abatement	Traffic Con
Subcontract Price	\$3,565,440		7 \$429,380	\$48,060	\$53,27
Amount Uncompleted	\$908,753	\$(		\$0	
Subcontractor	Composite St	Swanson	Aldridge	Naturescape	Omega
Type of Work	Steel	Track Work	Electrical	Landscape	Demolition
Subcontract Price	\$324,674	\$7,695,000	\$3,079,065	\$66,700	\$85,543
Amount Uncompleted	\$199,174	\$0	· · · · · · · · · · · · · · · · · · ·	\$0	
Subcontractor	Wolf	Diaz	Industrial Fence	Cabo Const	Sanchez
Type of Work	Mechanical	Landscape	Fence	Sewer	Asphalt
Subcontract Price	\$323,055	\$4,750		\$1,567,730	\$31,681
Amount Uncompleted	\$97,685		<del></del>	\$0	\$0
Subcontractor	Crown	Metropolitan Steel	Certified Painting	National Restoration	
Type of Work	Paint	Erect Steel	Painting	Conc Restoration	Landscape
Subcontract Price	\$51,728	\$90,000		\$712,771	\$9,400
Amount Uncompleted	\$51,728	\$0		\$0	\$9,400
Subcontractor	Gammie	Mader	Mega Steel	Weis	Quality Saw
Type of Work	Plumbing	Roof		Masonry	Cutting
Subcontract Price	\$17,370	\$480		\$715,000	\$15,031
Amount Uncompleted	\$0	\$0		\$0	\$7,292
Subcontractor	Just Rite	Divane	Central		Metropolitan S.
Type of Work	Ceiling	Electrical		Fence	Erection'
Subcontract Price	\$5,200	\$1,618,191		\$153,131	\$91,580
Amount Uncompleted	\$5,200		7-30-2,100	\$0	\$9,875
Subcontractor	MTH		United Rental		<del>\$9,675</del> М G
Type of Work	Steel			Plumbing	Electrical
Subcontract Price	\$81,851	:	\$1,864,224	\$21,000	\$4,464
Amount Uncompleted	\$0		, , , , , , , , , , , , , , , , , , , ,	\$0	\$0 \$0
Subcontractor	Spectrum		Kujo		Mega #0
Type of Work	Masonry	······································			Rebar Erection
Subcontract Price	\$774,700		\$813,672	\$3,547,869	\$111,769
Amount Uncompleted	\$751,150		\$17,057	\$1,241	\$0
Subcontractor	Miscellaneous &	Miscellaneous &			Miscellaneous &
ype of work	Uncommitted Subs I			Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$12,128,227	\$4,994,464	\$25,126,008	\$3,782,266	\$528,714
Amount Uncompleted	\$2,600,779	\$200,000	, , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , , ,	,,,,20	\$426,671
otal Uncompleted	\$4,614,469	\$200,000	\$17,057	\$1,241	\$453,238

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



2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	40	41	42	43	44
Contract Number	Hydraulic Improver	Calumet Sludge	SB I-94,I-07-5226	Brown Line - 4 Stat	Primary Stl Tanks
Contract With	MWRD of GC	MWRD of GC	ISTHA	CTA	MWRD of GC
Estimated Completion Date	March 2010	Aug. 4, 2012	Nov. 21, 2008	November 2009	November 2012
Total Contract Price	\$62,505,941	\$4,996,800	\$32,932,708	\$68,487,369	\$137,579,529
Uncompleted Dollar Value if Firm is the Prime Contractor Uncompleted Dollar Value if Firm is the	\$4,230,411	\$4,996,800	\$703,264	\$367,408	\$61,133,725
Subcontractor	<u> </u>				
	1				

Joint Venture Portion

Joint Venture Portion

Joint Venture Portion

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Totals Disclosure of this information is REOL	\$250,000	\$1,249,200	\$0	\$0	\$17,625,000
Building Construction	\$250,000				\$17,625,000
· · · · · · · · · · · · · · · · · · ·	#250.000	<del></del>			442.00
Other Construction (List)				· ··-	
Pavement Markings ( Paint )					
Demolition	•				
Cold Milling, Planning & Rotomilling					······································
Signing					<del> </del>
Painting					
Guardrail					
Fencing					
Landscaping					
Concrete Construction		\$1,249,200	<u> </u>		· · · · · · · · · · · · · · · · · · ·
Cover and Seal Coats					· · · · · · · · · · · · · · · · · · ·
Electrical					
Drainage			<del></del>		<u> </u>
Hwy, R.R. & Wtrwy Strctrs					
Aggregate Bases & Surfaces					
Clean & Seal Cracks/Joints					· · · · · · · · · · · · · · · · · · ·
HMA Paving			<del></del>	<u> </u>	<u></u>
HMA Plant Mix			<u> </u>		
Portland Cement Concrete Paving					
Earthwork					

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

	40	41	40	42	
		41	42	43	44
Subcontractor	Hayward Baker		Kapur	All American Sol.	Chidester
Type of Work	Retention		Survey	Exterior	Excavation
Subcontract Price	\$1,553,307	7	\$220,000		
Amount Uncompleted	\$0		\$0		
Subcontractor	Chidester		Hecker	Mid Amerian El	Civil
Type of Work	Excavation		Electrical	Elevator	Utilities
Subcontract Price	\$492,346	3	\$995,920		
Amount Uncompleted	\$6,974		\$57,910		
Subcontractor	Keefe		Illini Fence	Robert Env.	Bigane
Type of Work	Pipe Jacking		Fence	HVAC	Asphalt Paving
Subcontract Price	\$96,772	!	\$14,579		
Amount Uncompleted	\$0		\$6,824		
Subcontractor	Civil		GF Structures	Commonwealth	Industrial Fence
Type of Work	Underground		Guard Rail	DownSpouts	Fence
Subcontract Price	\$2,945,691		\$311,188		
Amount Uncompleted	\$822,843		\$0		
Subcontractor	M A Steel		Laredo Systems		F&B
Type of Work	Rebar		Landscaping	Sewer	Masonry
Subcontract Price	\$2,431,226		\$458,988	\$437,246	\$3,420,000
Amount Uncompleted	\$25,911		\$0	\$0	
Subcontractor	Sanchez		Western Remac,		Lake Shore Glas
Type of Work	Paving		Signage	Glass	Glass
Subcontract Price	\$168,324		\$104,313		
Amount Uncompleted	\$86,704		\$0	\$69,443	
Subcontractor	Knickerbocker		Roadsafe Traffic	Just Rite	Anagnos Door
Type of Work	Roofing		Traffic Control		O H Doors
Subcontract Price	\$363,630		\$570,606	\$100,000	\$80,317
Amount Uncompleted			\$0	\$0	\$79,200
Subcontractor	Sager		Area	Onscape	A & C Electric
Type of Work	Caulk		Erection		Electrical
Subcontract Price	\$7,574		\$194,496	\$260,147	\$603,774
Amount Uncompleted	\$0	<u> </u>	\$0	\$0	\$364,695
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous		Uncommitted Subs		Miscellaneous
Subcontract Price	\$44,087,290			\$45,266,520	\$81,394,439
Amount Uncompleted	\$3,037,979		\$638,530	\$290,370	\$36,579,625
Total Uncompleted	\$3,980,411	\$3,747,600	\$703,264	\$367,408	\$43,508,725

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.



2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

INSTRUCTIONS: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show NONE.

	45	46	47	48	49
Contract Number	Dunning Library	West Line Retainin	Con. No. 70757	Wacker D. E-9-126	
Contract With	PBC	Metra	IDOT	CDOT	PBC
Estimated Completion Date	Jan 22, 2011	Dec 10, 2010	Dec. 31, 2011	May 25, 2012	March 2012
Total Contract Price	\$4,390,000	\$1,722,000			\$62,452,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$4,390,000				\$62,452,000
Uncompleted Dollar Value if Firm is the Subcontractor				450,000,011	Ψ02,402,000
			Total Value of All	Work	

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

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork		· · · · · · · · · · · · · · · · · · ·	7	\$4.307.745	
Portland Cement Concrete Paving		- <del></del>	\$8,750,000	\$4,397,715	
HMA Plant Mix	-	<del></del>	\$6,750,000	\$845,250	
HMA Paving					<u> </u>
Clean & Seal Cracks/Joints			<del></del>	•	
Aggregate Bases & Surfaces				\$603,750	
Hwy, R.R. & Wtrwy Strctrs			\$4,011,000	\$17,951,500	
Drainage			Ψη,στη,σσσ		
Electrical				\$8,855,000	
Cover and Seal Coats			· · · - · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
Concrete Construction		\$430,000	\$215,000		<del></del>
Landscaping		Ψ430,000	\$2 15,000	···-	
Fencing			·		<del></del>
Guardrail				·	·
Painting		<del></del>			<u> </u>
Signing			-		
Cold Milling, Planning & Rotomilling					
Demolition	-				
Pavement Markings ( Paint )					
Other Construction (List)	·				· · · · · · · · · · · · · · · · · · ·
Building Construction	\$658,000				\$10,369,265
Totals	\$658,000	\$430,000	\$12,976,000	\$32,653,215	\$10,369,265

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

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

·	45	46	47	48	49
Subcontractor		Atrium	GFS		
Type of Work		Landscape	Fence		
Subcontract Price		\$11,776	\$870,151		
Amount Uncompleted		\$11,776			
Subcontractor	·	Western	Central		
Type of Work		Elec	Landscape		
Subcontract Price		\$60,000			
Amount Uncompleted		\$60,000	<del></del>		
Subcontractor		Bridgeport	Clean Cut		
Type of Work		Steel	Tree Removal		
Subcontract Price		\$76,300			
Amount Uncompleted		\$76,300			<del></del>
Subcontractor		Midwest	Bodine Elec	<del>                                      </del>	
Type of Work		Fence	Electrical	· · · · · · · · · · · · · · · · · · ·	
Subcontract Price		\$2,432	\$1,056,807		•
Amount Uncompleted		\$2,432			
Subcontractor		Metropolitan	All State Paint	1	
Type of Work		Steel	Paint	· · · · · · · · · · · · · · · · · · ·	
Subcontract Price		\$70,100	\$189,000	<del> </del>	<del></del>
Amount Uncompleted		\$70,100		<u> </u>	
Subcontractor		Amerian	Road Safe		
Type of Work		Restoration	Traffic Control		
Subcontract Price		\$180,439	\$604,111		
Amount Uncompleted		\$180,439	\$604,111		<del> </del>
Subcontractor			Old Chicago	<u> </u>	
Type of Work			Rebar Erection		
Subcontract Price		<u> </u>	\$204,256		
Amount Uncompleted			\$204,256	<del></del>	
Subcontractor			Ray Edwards		
Type of Work			Underground		
Subcontract Price		<del></del>	\$165,175		
Amount Uncompleted			\$165,175		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs			Incommitted Sub-
Subcontract Price	\$3,732,000	\$890,953	\$9,596,549	\$17,730,096	\$52,082,735
mount Uncompleted	\$3,732,000	\$890,953	\$9,596,549	\$17,730,096	\$52,082,735
otal Uncompleted	\$3,732,000	\$1,292,000	\$12,799,163	\$17,730,096	\$52,082,735

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.

Subcribed and sworn to before me

Notary Public & W. My commission expires: & W. M

(Notary Seal)

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2014

Type or Print Name

Robert F. Zitek - Agent

Officer or Director

Company

F.H. Pascelen/S N Nielsen & Associates, LLC

Address

8725 W. Higgins Road, Suite 200

Chicago, IL. 60631

BC 57 (Rev. 08/17/10)

BAC	CK OF THE YA	Contract N RDS HIGH SO	CHOOL SITE	PREPARATIO		· · · · · · · · · · · · · · · · · · ·
A STATE OF THE STA	1	2	3	4	Awards Pending	TOTALS
Mechanical						
Electrical	THE PERSON NAMED IN COLUMN NAM	Till Dodge - (parameter	The state of the s		To a second of the second of t	
Plumbing	THE PROPERTY OF THE PROPERTY O					
Roofing & Sheet Metal		U WHITE ME CANCELLE CO.	71 Million			
Flooring & Tile Work			The state of the s		MANAGAMA	71118434
Drywall & Plaster Work		The state of the s	11 11 11 11 11 11 11 11 11 11 11 11 11		Hadde Provide Control Control	
Ceiling Construction		The state of the s			THE PARTY OF THE P	
Hollow Metal & Hardware	To the same of the	III production production of	Part of the state		-	
Glazing & Caulking		A THE STATE OF THE	navi dan (may)	and the state of t	The second secon	
Miscellaneous Arch. Work	The second secon	THE STATE OF THE S	on reset title	A COLOR	Hilden servery) ; par	
Landscaping	•	CONTRACTOR	Process of the second of the s		The second secon	
Fencing		the second is the second in th	Pri livera de la constanta de		Polymen a constant	-,,,,
Others (List)	and the second				The part of the pa	
	der constant	in the state of th	The state of the s	1170	The state of the s	
	The second of th	d.	To many All Malannas	y y y		4.4
	ANALYSI I I I I I I I I I I I I I I I I I I	- YIII - BEAT FALLAN		The state of the s	a many i	
	HIRAK	The state of the s	and the second second			
	e de la companya de l		* I - I m Mad Louve spring		Harver in rights on	
		PET I VIII CATALANA				
	enti (commo) capita	The state of the s	- Company	The state of the s		
	A. Distalla production	er engeritanda.	Till to the second seco	THE CONTRACT OF THE CONTRACT O		
OTALS	· ·		<del></del>	<u>`</u>		

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

## C. 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.

<u> </u>	1	2	3	4	Awards Pending
Subcontractor		-			
Type of Work	Piter		WALL TO SERVICE AND ADDRESS OF THE PARTY OF		
Subcontract Price	The second secon	doubli i farafai.		THE PARTY OF THE P	
Amount Uncompleted	The same of the sa	The state of the s	1		- E
Subcontractor					
Type of Work			and the state of t	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Subcontract Price			(I)	THE BOOK THE	
Amount Uncompleted					
Subcontractor	:	<u> </u>			
Type of Work	- PARTIES AND	-			
Subcontract Price	PRE				
Amount Uncompleted	170	A Principal Control Co		771	
Subcontractor	:			· · · · · · · · · · · · · · · · · · ·	
Type of Work					
Subcontract Price	THE COLUMN TWO IS NOT			, , , , , , , , , , , , , , , , , , ,	
Amount Uncompleted		ANTIBLE STATE OF THE STATE OF T	# E		
Subcontractor		The state of the s			
Type of Work	NAMA	T. PORTOR DE LA CONTRACTOR DE LA CONTRAC			
Subcontract Price	all de la constant de	- In the state of			
Amount Uncompleted		distalt is	THE STATE OF THE S		
Subcontractor		*****		<del>-</del>	
Type of Work		-			
Subcontract Price					THE STATE OF THE S
Amount Uncompleted			The state of the s		
OTAL Uncompleted					- Annual Control of the Control of t

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION 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		<del></del>	Date	 e	 
Name (Type or Pr	int)		Title		 
Bidder Name					
Address		<del></del>			
City	State	Zip			
Subscribed and sw	vorn to before me day of	, 20			
Notary Public	<del> </del>		(SEAL)		
Commission expire	9S:				

Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

# 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 & Associates LLC				
Submitted By	Robert F. Zitek				
Title	Authorized Agent & Vice Presdient				
Permanent Main Office Address	8725 W. Higgins Rd., Suite 200				
Local Address	Chicago, Illinois 60631				
Local Telephone No. and FAX No.	773-444-3474 / 773-693-0064				
How many years operating as contractor for wo	rk of this nature?32				
List of recently completed contracts of similar do	Dilar value and scope of work.				

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
, See	Attached		- Oominger	
			<u> </u>	
. 7			<del>                                     </del>	
	The second secon			
_				
	And the second s		-	
	the state of the s		-ļ <u> </u>	
<u> </u>	the second of th		<del>-</del>	
<u>'                                    </u>			1 1	

# F.H. Paschen, S.N. Nielsen PROJECTS COMPLETED – SIMILAR SCOPE

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
New Brighton Park Elementary School	Public Building Commission 50 S. Washington St. Chicago, IL. 60602 312-744-9430	STR Partners, LLC 350 W. Ontario St., Suite 200 Chicago , IL 60610 United States 312- 464-1444	\$22,989,000	March, 2009 June, 2010
CPS Benito Juarez HS Addition	Chicago Public Schools Tishman Construction 1 S. Wacker Drive, Suite 2300 Chicago , IL 60606 Owners Rep 312-577-2310	Architrave 450 E. Ohio St. Chicago , IL 60611 312-642-2600	\$24,056,599	March, 2008 February , 2010
Irene C. Hernandez Middle School Chicago, Illinois	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	GREC Architects 401 E. Illinois Chicago, IL 60611 312-661-1500	\$29,390,000	March, 2008 July, 2009
9th District Police Station and Parking Structure	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Elisabeth Frigoso Wight & Co. 2500 N. Frontage Rd. Darien, IL 60561 630-969-7000	\$28,77,000	May 2007, December 2008
Gale Community Center Chicago, Illinois Job No. 2011	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Perkins & Will 330 N. Wabash Chicgao, IL 60611 312-755-0770	\$5,964,000	March, 2006 March, 2008

# F.H. Paschen, S.N. Nielsen PROJECTS COMPLETED – SIMILAR SCOPE

Name of Project	Owner	Architect	Contract Amount	Start Date /
Terminal 1 – Canopy / Terminal 2 – Interiors & Baggage Claim Escalators Chicago, Illinois Job No. 2017	Chicago Department of Aviation 11601 W. Touhy Ave. Chicago, IL 60666 Robert Dawson 773-686-3060	Murphy / Jahn (T1) 35 E. Wacker Dr. Chicago, IL. 60601 Thomas Chambers 312-427-7300	\$75,900,000	September, 2005 February, 2008
		Teng & Associates (T2) 205 N. Michigan Ave. Chicago, IJ. 60601 Joe Hoerner 312-616-0000		
Midway Airport Elevated Parking Structure Chicago, Illinois Job No. 2003	Chicago Department of Aviation P.O. Box 66147 Chicago, IL 60666 Larry Pianto 773-894-5404	HNTB Architects Engineers Planners 111 N. Canal St. Chicago, IL. 60606 Richard Vaiciulis 312-930-9119	\$67,140,000	April, 2004 November 13, 2005
New Branch Bank – 47th & Ashland Ave. Chicago, Illinois Job No. 2018	Cole Taylor Bank 9550 W. Higgins Rd. Rosemont, IL 60018 Thomas Paar 847-653-7400	Hague Architecture 1146 Westgate St. Oak Park, IL 60301 Jon Hague 708-660-9550	\$2,250,608	April 1, 2005 October 31, 2005
Helge Haugan Middle School Chicago, Illinois Job No. 2011	Public Building Commission 50 S. Washington St. Chicago, IL, 60602 312-744-9430	STL 808 N. Dearborn Chicago, IL 60610 J. James Mo	\$16,000,000	March, 2004 August, 2005
West Pullman Library Chicago, Illinois Job No. 2007	Public Building Commission 50 W. Washington, Suite 200 Chicago, IL 60602 David Lai 312-744-9268	312-644-9850 Parkman & Weston Associates 53 W. Jackson St. Chicago, IL 60604 Larry Parkman 312-939-7870	\$4,237,000	September, 2003 January, 2005

Contract No.1520

BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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 submit	tted by a corporation:	
(b)	Corporation Name State and City in which incorporated If incorporated in another state, is firm authoriz Yes No Name and address of registered agent in Illinoi	
(e)	Names and titles of officers authorized to sign of	contracts
	Name	Title
	Name	Title
If submitte	ed by a partnership:	
(b)	Firm Name Official Address Names of all Partners:	F.H. Paschen, S.N. Nielsen & Associates LLC  8725 W. Higgins Rd., Suite 200, Chicago, Illinois 60631  Frank H. Paschen, James V. Blair, Robert F. Zitek,  Joseph V. Scarpelli, W. Mark Barkowski, Frank H. Paschen III
lf submitte	ed by an individual:	
(b) ·	Firm Name The Owner Official Address	
by Robert	of Affiant by FFP Management, Inc., Sole Manager F. Zitek, Authorized Agent & Vice President day of the Manager	of December 20 10
lotary Pub ly Commis	ssion expires: August 24, 2014	(SEAL)  KATHLEEN PATTISON OFFICIAL SEAL Notary Public State of Wingis
		Notary Public, State of Illinois My Commission Expires August 24, 2014

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### **Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

## A. Definitions and Disclosure Requirements

- As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any 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 undertakes 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

Co	ntractor hereby certifies as follows:
1.	This Disclosure relates to the following transaction
	Description of goods or services to be provided under Contract
2.	Name of Contractor:
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.
	Check here if no such persons have been retained or are anticipated to be retained:

Contract No.1520

# BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

#### **Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

# A. Definitions and Disclosure Requirements

- 1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any 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 undertakes 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

Co	ntractor hereby certifies as follows:
1.	This Disclosure relates to the following transaction Contract 1520, Project #05150, Back of the Yards High School Site Preparation
	Description of goods or services to be provided under Contract General Construction
2.	Name of Contractor:F.H. Paschen, S.N. Nielsen & Associates LLC
3.	
Э.	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.
	Check here if no such persons have been retained or are anticipated to be retained:

**MAY 2010** 

Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)		
Chicagoland Truckin, Inc.	5494 W. Roosevelt Rd., Chgo IL 60644	Sub-Contractor - MBE	\$1,094,000 (Estimated)		
L&B Trucking, Inc.	4439 Wenonah Ave, Stickney, IL 60402	Sub-Contractor - WBE	\$ 183,000 (Estimated)		

- 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 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.

K chael / lalex	December 13, 2010				
Signature	Date				
Robert F. Zitek	Authorized Agent & Vice President				
Name (Type or Print)	Title				
Subscribed and sworn to before me					
this 13th day of December 2	0 10 KATHLEEN PATTISON				
Vallilly Dallien	OFFICIAL SEAL Notary Public, State of Illinois				

Commission expires: August 24, 2014

**MAY 2010** 

39

Commission Expires August 24, 2014

्व इंग्रे

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1520

#### PERFORMANCE AND PAYMENT BOND

Contract No. 1520

Bond No. 929516599/285035714/8992910

KNOW ALL MEN BY THESE PRESENTS, that we, F.H. Paschen, SN Nielsen & Associates, LLC,
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as Corporate Principal, and
* Continental Casualty Company; 333 S. Wabash Avenue; 41st Floor; Chicago, Illinois 60604
Safeco Insurance Company of America: 1001 Fourth Avenue; Safeco Plaza; Seattle, Washington 98154 &
Fidelity and Deposit Company of Maryland; 1400 American Lane; Tower 1; Schaumburg, Illinois 60196
a corporation organized and existing under the laws of the State of *see below*, with offices in the State of
* see above *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum Four Million Five Hundred Fifty Thousand Dollars and
No Cents (\$4,550,000.00) 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 <u>December 16, 2010</u>, for the fabrication, delivery, performance and installation of

Back of the Yards High School 2111 W. 47<sup>th</sup> Street Chicago, IL 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

Contract No. 1520

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

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

It is expressly understood and agreed that this Bond, in the penal sum of <u>Four Million Five Hundred Fifty</u> Thousand Dollars and No Cents (\$4,550,000.00), 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.

\* Continental Casualty Company - State of Illinois
Safeco Insurance Company of America - State of Washington
Fidelity and Deposit Company of Maryland - State of Maryland

Ţ F

Contract No. 1520

IN WITNESS WHEREOF, the above bounden parties seals this <u>December 20, 2010</u> , the name and corporate the name and	
and these presents duly signed by its undersigned re	
body.	prosentative parameter and an arrangement of the governing
WITNESS:	
WITNESS.	
	BY (Seal)
Name	Individual Principal
	(Seal)
Business Address	Individual Principal
City State	
CORPORATE SEAL	
ATTEST:	F.H. Paschen, SN Nielsen & Associates, LLC Corporate Principal
BY Grantle J. Charr	BY <u>Jumy</u> Xem
Secretary Jeanette T. Charon	<u>President James V. Blair</u> Title
8725 W. Higgins Road, Suite 200 Chicago, IL 60631	Continental Casualty Company, Safeco Insurance Company of America & Fidelity and Deposit Company of Maryland
BY Beatriz Polito	Corporate Surety
Marsh USA, Inc.: 500 W. Monroe: Chicago, IL 60661 Business Address & Telephone 312-627-6000	Title Adrienne C. Stevenson, Attorney-in-Fact CORPORATE SEAL
FOR CLAIMS (Please Print): Contact Name: Andrea Warning	
Business Address: CNA Surety; 333 S. Butterfield Road	; Suite 800; Lombard, Illinois 60148
Telephone: 630-719-3106 Fa	x: 630-719-3305
The rate of premium of this Bond is \$ Various  Total amount of premium charged is \$ 28,428.00	per thousand. **

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

Contract No. 1520

## BOND APPROVAL

\_\_\_\_

Public Building Commission of Chicago

### CERTIFICATE AS TO CORPORATE SEAL

I, Jeanette T. Charon	, certify that I am the	Secretary of
F.H. Paschen, SN Nielsen & Asset	ociates, LLC, corporation named	as Principal in the foregoing
performance and payment bond, that	James V. Blair	who signed on behalf of
the Principal was then President	of said corporation; that I k	now this person's signature, and
the signature is genuine; and that the l	Bond was duly signed, sealed, and a	ttested, for and in behalf of said
corporation by authority of its governing	g body.	
Dated this 20 day of Dec 2010.		
CORPORATE SEAL	Dantle J.	Chasa-
	Jeanette T. Charon	n, Secretary

# STATE OF ILLINOIS COUNTY OF COOK

I, Beatriz Polito	a Notary Public in and for said County, do hereby certify that
Adrienne C. Stevenson	as Attorney-in-Fact, who is personally known to me to be the same
person whose name is sui	oscribed to the foregoing instrument, appeared before me this day in
person, and acknowledge	d that they signed, sealed, and delivered said instrument for and on
behalf of	

Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	A Maryland Corporation
Safeco Insurance Company of America	A Washington Corporation

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of <u>Chicago</u> in said County, this 20th day of <u>December</u>, 2010

Notary Public

"OFFICIAL SEAL"
BEATRIZ POLITO
Notary Public, State of Illinois
My Commission Expires 05/22/11

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies 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, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, David J Roth, Linh B Bucholtz, Beatriz Polito, 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 insurance companies 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 insurance companies.

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 18th day of October, 2010.







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

Jacqueine M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 18th day of October, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; 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 insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

OFFICIAL SEAL.
ELIZA PROCE
NOTARY PUBLIC - STATE OF ELINOIS
NY COMMISSION EXPINES 0817/13

My Commission Expires September 17, 2013

Eliza Price Notary Public

#### CERTIFICATE

I, Mary A, Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company 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 insurance companies 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 insurance companies this 20th day of December , 2010







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

Mary A. Roika kis

Assistant Secretary

Form F6853-5/2009

### **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, shalf 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 sealed 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 Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates antorneys-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 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 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 By-Law duly adopted by the Board of Directors of the Company.

#### "Article VII-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior 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 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 Emerging duly cailed 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 Insurance Company 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 Insurance 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 Insurance 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 Insurance Company."

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

#### SAFECO INSURANCE COMPANY OF AMERICA SEATTLE, WASHINGTON **POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company,
pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint RALPH E. NOSAL,
THEODORE C. SEVIER, JR., C. R. HERNANDEZ, SANDRA NOWAKOWSKI, KATHERINE J. FOREIT, LINH B. BUCHOLTZ, DAVID J. ROTH,
BEATRIZ POLITO, ADRIENNE C. STEVENSON, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make. execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-infact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of 2010



SAFECO INSURANCE COMPANY OF AMERICA

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 25th 2010 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and day of October acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

have thereinto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and vear IN TESTIMONY WHEREOF first above written.

> Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires Mar. 28, 2013

Member, Pennsylvania Association of Notaries

CERTIFICATE

I, the undersigned, Assistant Sepretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th December , 2010.

David M. Carey, Assistant Secretary

# Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Ralph E. NOSAL, C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVENSON, John K. JOHNSON and Beatriz POLITO, all of Chicago, Illinois, EACH its true and lawful agent and Attorney in Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own preper persons. This power of attorney revokes that issued on behalf of Ralph E. NOSAL, C. R. HERNANDEZ, Theodore C. SEVIER, JR., Katherine J. FOREIT, Sandra NOWAKOWSKI, Linh B. BUCHOLTZ, Adrienne C. STEVESON, John K. JOHNSON, Beatriz POLITO, dated December 17, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Greget. Muny

Зу:

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr.

Frank & Marty

Vice President

State of Maryland City of Baltimore ss:

On this 17th day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Solver State of the second sec

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Constance a. Dunn

#### EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### **CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this	20th	day of	December	, <u>2010</u>
------	------	--------	----------	---------------

Assistant Secretary

Gerald 7. Hales

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

## **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. <u>X</u>	Contractor's Bid
2. <u>x</u>	Bid Guarantee
3. <u>X</u>	Acceptance of the Bid
4. <u>X</u>	Basis of Award (Award Criteria)
5. <u>x</u>	Unit Prices (If applicable)
6. <u>x</u>	Affidavit of Non-Collusion
7. <u>NA</u>	Schedule B – Affidavit of Joint Venture (if applicable)
8. <u>x</u>	Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. <u>NA</u>	Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. <u>x</u>	Affidavit of Uncompleted Work
11. <u>X</u>	Proof of Ability to Provide Bond
12. <u>X</u>	Proof of Ability to Provide Insurance
13. <u>X</u>	General Contractor's License
14exe	<b>Disclosure of Retained Parties</b> (The apparent low and the apparent 2 <sup>nd</sup> low bidder must submit a fully cuted Disclosure of Retained Parties within 5 days after bid opening).

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

# EXHIBIT #1 Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

## **Cook County Prevailing Wage for November 2010**

Cook County Prevaili	ng Wage	for Nov								
Trade Name	RG TYP	C Base	FRMAN	*M_ E\	8 OSA = ===	OSH	H/W	Pensn	Vac	Trng
VODESIOS WRI-GEN	$\mathtt{ALL}$	35.200	35.700	1.5	1.5	2.0	9.130	8.370	0 000	0 400
ASBESTOS ABT-MEC	BLD	31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.400
BOILERMAKER	BLD	43.020				2.0	6.720	9.890	0.000	0.020
BRICK MASON	BLD	39.030			1.5	2.0	8.800	10.67	0.000	0.330
CARPENTER	$\mathtt{ALL}$	40.770			1.5	2.0	9 840	9.790	0.000	0.740
CEMENT MASON	ALL	41.850			1 5	2 0	8 600	9.810	0.000	0.490
CERAMIC TILE FNSHER	BLD	33.600	0.000		1.5	2.0	6 950	8.020	0.000	0.220
COMM. ELECT.	BLD	36.440			1 5	2.0	8 420	8.910	0.000	0.540
ELECTRIC PWR EQMT OP	$\mathtt{ALL}$	40.850	46.430	1.5	1 5	2.0	10 27	12.98	0.000	0.700
ELECTRIC PWR GRNDMAN	ALL	31.860			1 5	2.0	2 010	10.13	0.000	0.310
ELECTRIC PWR LINEMAN	ALL	40.850			1 5	2.0	10 27	10.13	0.000	0.240
ELECTRICIAN	$\mathtt{ALL}$	40.400			1.5	2.0	10.27	12.98	0.000	0.310
ELEVATOR CONSTRUCTOR	BLD	46.160			2.0	2.0	10.03	7.420	0.000	0.750
FENCE ERECTOR	ALL	32.660			2.0	2.0	10.03	9.460	2.770	0.000
GLAZIER	BLD	38.000			1.5	2.0	10.6/	10.00	0.000	0.500
HT/FROST INSULATOR	BLD	42.050			∠.∪	2.0	10.19	13.64	0.000	0.790
IRON WORKER	$\mathtt{ALL}$	40.750			1.5	2.0	9.6/0	10.81	0.000	0.620
LABORER	ALL	35.200			2.0	2.0	12.45	17.09	0.000	0.300
LATHER	ALL				1.5	2.0	9.130	8.370	0.000	0.400
MACHINIST	BLD	40.770			1.5	2.0	9.840	9.790	0.000	0.490
MARBLE FINISHERS	ALL	43.160 29.100			1.5	2.0	7.640	8.700	0.000	0.000
MARBLE MASON			0.000		1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	BLD	39.030			1.5	2.0	8.800	10.67	0.000	0.740
MATERIALS TESTER II	ALL	25.200	0.000		1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL	30.200			1.5	2.0	9.130	8.370	0.000	0.400
PERATING ENGINEER	ALL	40.770	42.770	1.5				9.790		
PERATING ENGINEER PERATING ENGINEER		45.100			2.0	2.0	11.70	8.050	1.900	1.150
PERATING ENGINEER PERATING ENGINEER		43.800			2.0	2.0	11.70	8.050	1.900	1.150
PERATING ENGINEER		41.250			2.0	2.0	11.70	8.050	1.900	1.150
PERATING ENGINEER	BLD 4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
PERATING ENGINEER		48.850			2.0	2.0	11.70	8.050	1.900	1.150
		46.100 4			2.0	2.0	11.70	8.050	1.900 3	L.150
PERATING ENGINEER		48.100 4			2.0 2	2.0	11.70	8.050 1	1.900 3	1.150
PERATING ENGINEER	FLT 1	51.300 5	51.300	1.5	1.5 2	2.0 1	11.70 8	8.050 3	1.900 1	1.150
PERATING ENGINEER	FLT 2	49.800 5	51.300	1.5	1.5 2	2.0 1	11.70 8	3.050	1.900 1	.150
PERATING ENGINEER		44.350 5			1.5 2	2.0 1	11.70 8	3.050 1	1.900 1	.150
PERATING ENGINEER	FLT 4	36.850 5	51.300	1.5	$1.5^{\circ}$	2.0 1	11.70 8	3.050 1	I 900 1	150
PERATING ENGINEER	HWY 1	43.300 4	17.300 1	1.5	1.5 2	2.0 1	11.70 8	3.050 1	1.900 1	.150
PERATING ENGINEER	HWY Z	42.750 4	17.300 1	L.5	1.5 2	2.0 1	1.70 8	3.050 1	.900 1	. 150
PERATING ENGINEER	HWY 3	40.700 4	7.300	1.5	1.5 2	2.0 1	1.70 8	3.050 1	.900 1	.150
PERATING ENGINEER	HWY 4	39.300 4	7.300	L.5	1.5 2	2.0 1	1.70 8	3.050 1	.900 1	150
PERATING ENGINEER	HWY 5	38.100 4	7.300 1	L.5	1.5 2	2.0 1	1.70 8	3.050 1	.900 <u>1</u>	150
PERATING ENGINEER	HWY 6	46.300 4	7.300 1	l.5	1.5 2	2.0 1	1.70 8	3.050 1	.900 1	150
PERATING ENGINEER	HWY 7	44.300 4	7.300 1		1.5 2	2.0 1	1.70 B	3.050 1	.900 1	150
RNAMNTL IRON WORKER	ALL	40.200 4			2.0 2	2.0 1	0.67 1	4.81 0	000 0	500
AINTER	ALL	38.000 4			1.5 1	.5 9	750 1	1.10 0	1 000 0	770
AINTER SIGNS		31.740 3			1.5 1	.5 2	600 2	.540 0	0000	000
ILEDRIVER		40.770 4			1.5 2	. n a	.840 9	.790 0	000 0	400
IPEFITTER		43.150 4			1.5 2	0 8	460 0	.850 0	000 0	490
LASTERER		39.250 4			1.5 2	1 n	. 400 9 0 60 1	0.69 0	000 1	.//U
			~. OTO I	• •	1.J Z	• U I	0.0U I	0.69 0	.000 0	.550

MAY 2010 45

## Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

MDDOT DE	BLD	31.150 31.350 1.5 31.350 31.350 1.5 32.550 33.100 1.5 32.700 33.100 1.5	1.5 2.0 9.860 7.090 0.000 1.030 1.5 2.0 7.750 6.570 0.000 0.430 1.5 2.0 9.830 16.25 0.000 0.630 1.5 2.0 4.450 2.880 0.000 0.000 1.5 2.0 8.500 8.050 0.000 0.450 2.0 2.0 10.95 15.99 0.000 0.300 1.5 2.0 8.800 10.67 0.000 0.740 1.5 2.0 6.950 10.57 0.000 0.380 1.5 2.0 6.950 11.91 0.000 0.510 1.5 2.0 6.950 9.730 0.000 0.610 1.5 2.0 6.750 5.450 0.000 0.150 1.5 2.0 6.750 5.450 0.000 0.150 1.5 2.0 6.750 5.450 0.000 0.150 1.5 2.0 6.750 5.450 0.000 0.150 1.5 2.0 6.750 5.450 0.000 0.150 1.5 2.0 6.750 5.450 0.000 0.150 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000 1.5 2.0 6.500 4.350 0.000 0.000
----------	-----------------------------------------	----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

#### 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

MAY 2010

46

# PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1520

## BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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

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

### CERAMIC TILE FINISHER

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

## COMMUNICATIONS ELECTRICIAN

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

47

MAY 2010

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

covered hereby can complete any job in full.

#### MARBLE FINISHER

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

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: 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; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump;

MAY 2010

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; 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; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including % cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $^34$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. 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, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; 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 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; 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; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

## TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

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 217-782-1710 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.

52



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/07/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

	or such endorsement(s).		. voilier rights to the
PRODUCER MARSH USA INC 500 WEST MONR CHICAGO, IL 606	OE STREET	CONTACT NAME; PHONE (A/C, No, Ext): E-MAIL ADDRESS:	p):
057572-ALL-GAWUX-10-11	1	PRODUCER CUSTOMER ID #:	
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC#
F.H. Paschen		INSURER A : Old Republic Insurance Co	24147
S.N. Nielsen & Associates, LLC Attn: Nick Bilski		INSURER B: Illinois National Ins Co	23817
8725 W. Higgins R	d.	INSURER C: Westchester Fire Insurance Company	21121
Chicago, IL 60631		INSURER D:	
		INSURER E :	
COVERAGES		INSURER F :	
OOTEINGES	CERTIFICATE NUMBER:	CHI-002977015-01 PEVISION NUMBER	

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.

INS	R	POLI	CIES.	LIMITS SHOWN MAY HAVE !	BEEN REDUCED BY	Y PAID CLAIMS	D HEKEIM IZ ZORJECI 1	O ALL THE TERMS,
I LIFE	TYPE OF INSURANCE	MUUL	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP	T	
^	X COMMERCIAL GENERAL LIABILITY			B5DG96031001	10/01/2010		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
ļ	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY		_	B5CA96031001	40/04/00/			\$
	X ANY AUTO			B00A30031001	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS		ı			]	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	THE STATES AND TO							\$
В	UMBRELLA LIAB X COOLE	<del>-</del>		9788881				\$
	EXCESS LIAB			7/00001	10/01/2010	10/01/2011	EACH OCCURRENCE	\$25,000,000
	DEDUCTIBLE CLAIMS-MADE	İ				<u> </u>	AGGREGATE	\$25,000,000
	X RETENTION \$ 10,000							\$
Α	WORKERS COMPENSATION			25D\M06034004 (4.00)				\$
Α	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		B5DW96031001 (AOS) B5CW96031001 (WI)			10/01/2011	X WC STATU- OTH- TORY LIMITS ER	
					10/01/2010	10/01/2011	E.L. EACH ACCIDENT	\$ 1,000,000
İ						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
С	EXCESS LAYER LIABILITY		<del>- - </del>	21986094006	49/94/99			\$1,000,000
_				Z 1300034000	10/01/2010	1.	ach Occurrence:	25,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (A++	ach & C	`ODD 404 A July - 18			\ggregate:	25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and noncontributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver
of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
F.H. Paschen, S.N. Nielsen & Associates LLC 8725 w. Higgins Rd., Suite 200 Chicago, IL 60631	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
	Katey E. Jones Kames June

#### **FHPAASSO**

 $ACORD_{"}$ 

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. 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). CONTACT NAME: PHONE (AC, No, Ext): 312 922-5000 E-MAIL ADDRESS: PRODUCER PRODUCER **Scheers Commercial Lines** FAX (A/C, No): 312 922-5358 **HUB International Scheers** 601 Oakmont Lane, Suite 400 CUSTOMER ID #: Westmont, IL 60559 INSURER(S) AFFORDING COVERAGE NAIC# INSURED INSURER A: Indian Harbor Insurance Company 36940 F.H. Paschen / S.N. Nielsen & INSURER B: Associates, LLC INSTIDED C

8725 W. Higgins Rd, Suite 200 Chicago, IL 60631  COVERAGES CERTIFICATE NUMBER: INSURER E: INSURER F:  COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE 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.  INST TYPE OF INSURANCE ADDL SUBRI WAYD POLICY NUMBER IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYY) IMMIDD/YYYYY IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYYY IMMIDD/YYYYY) IMMIDD/YYYYY) IMMIDD/YYYYYY IMMIDD/YYYYY) IMMIDD/YYYYYY IMMIDD/YYYYYY IMMIDD/YYYYYYYYYY IMMIDD/YYYYYY IMMIDD/YYYYYY IMMIDD/YYYYYY IMMIDD/YYYYY) IMMIDD/YYYYYYYY IMMIDD/YYYYYY IMMIDD/YYYYYY IMMIDD/YYYYY MMIDD/YYYYY IMMIDD/YYYY IMMIDD/YYYYY IMMIDD/YYYYY IMMIDD/YYYY IMMIDD/YY	46				
COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE 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.  INST.  TYPE OF INSURANCE  ADDL SUBR INST WYD POLICY NUMBER MANIDDYYYYY)  GENERAL LIABILITY  INSURER E:  INSURER E:  INSURER E:  INSURER F:  REVISION NUMBER:  REVISION NUMBER:  REVISION NUMBER:  THE POLICY END CLAIMS.  REVISION NUMBER:  REVISION NUMBER:  REVISION NUMBER:  THE POLICY END CLAIMS.  ADDL SUBR INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURA	46				
COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE 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.  INST.  TYPE OF INSURANCE  ADDL SUBRI POLICY NUMBER  ADDL SUBRI POLICY NUMBER  ADDL SUBRI POLICY NUMBER  ADDL SUBRI POLICY FEFF (MM/DD/YYYY) (MM/DD/YYYY) INMIDITYYY)  GENERAL LIABILITY	46				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE 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.  INST.  TYPE OF INSURANCE  ADDL SUBRI POLICY NUMBER  POLICY EFF POLICY EXP (MM/DD/YYYY)  LIMITS  GENERAL LIABILITY	46				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE 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.  INST.  TYPE OF INSURANCE  ADDL SUBR NSR WYD  POLICY NUMBER  POLICY EFF (MM/DD/YYYY)  MM/DD/YYYY)  LIMITS  GENERAL LIABILITY	46				
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INST.  TYPE OF INSURANCE  ADDL SUBR.  ADDL SUBR.  NSR WVD  POLICY NUMBER  MMIDDIYYYY)  MMIDDIYYYY)  LIMITS	*				
ADDL SUBRI LINE TYPE OF INSURANCE NSR WYD POLICY NUMBER MMMDD/YYYY) MM/DD/YYYY) LIMITS					
GENERAL LIABILITY					
EACH OCCURRENCE S					
COMMERCIAL GENERAL LIABILITY  DAMAGE TO RENTED PREMISES (En DECUTRENCE)  S					
CLAIMS-MADE OCCUR MED EXP (Any one person) \$					
GENE AGGREGATE LIMIT APPLIES PER:					
PRO- PRO- PRO- PRO- PRO- PRO- PRO- PRO-					
Alternative	<del></del> _				
ANY AUTO					
ALL OWNED AUTOS BODILY INJURY (Per person) 5					
SCHEDULED AUTOS  BODILY INJURY (Per accident) \$					
HIRED AUTOS PROPERTY DAMAGE (Per accident) S					
NON-OWNED AUTOS S					
<u> </u>					
UMBRELLA LIAB OCCUR EACH OCCURRENCE S					
EXCESS LIAB CLAIMS-MADE S					
DEDUCTIBLE					
RETENTION S					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE					
(Mandatory in NH)					
Programme training					
A Professional Liab PEC002922301 10/01/2010 10/01/2011 5,000,000					
10/0 //2010 10/01/2013 5,000,000					
A   POBULTION LIAD     PEC002922301   10/01/2010   10/01/2011   5,000,000   DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
Evidence of Insurance for Bidding.					
•					
	1				
CERTIFICATE HOLDER CANCELLATION					
Evidence of insurance  Should any of the above described policies be cancely the expiration date thereof, notice will be delivered in accordance with the policy provisions.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE				
- Ja Illow					

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

## **EXHIBIT #2 INSURANCE REQUIREMENTS**

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### INSURANCE TO BE PROVIDED

## 1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, Illness or disease.

## 1.2. 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 a minimum of two (2) years following project completion), separation of insureds, defense, explosion, collapse, underground tank removal and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

## 1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant 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 of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

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

## 1.4. Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after Substantial Completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

## 1.5 Property

The Consultant is responsible for all loss or damage to Commission, Board and/or City of Chicago property at full replacement or repair cost. The Consultant 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 Consultant.

### 1.6 Valuable Papers

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

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

## 1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Coverage must include, but not be limited to, bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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 of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

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

## 1.8 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. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

## **ADDITIONAL REQUIREMENTS**

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

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant 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 if any policies are canceled, substantially changes, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

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

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

# Contract No.1520 BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

55

Contract No.1520
BACK OF THE YARDS HIGH SCHOOL SITE PREPARATION

## **EXHIBIT # 3 COMMUNITY AREA MAP**

