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| Contractor: | IHC Construction Companies, LLC |
| Contact Name: | David J. Rock |
| Address: | 1500 Executive Drive |
| City/State/Zip: | Elgin, IL 60123 |
| Phone Number: | 847-742-1516 |
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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1538

**ONAHAN ELEMENTARY SCHOOL LINKED ANNEX
6634 WEST RAVEN STREET
RENOVATION
PROJECT #05550**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
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

ISSUED FOR BID ON NOVEMBER 29, 2011

Any Contract entered into as a result of this bid process is governed by: Book 1 "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.

MARCH 2011

TABLE OF CONTENTS

| | | |
|------|---|----|
| I. | INTRODUCTION | 3 |
| II. | PROJECT 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. | INSTRUCTIONS FOR BIDDERS | 6 |
| | A. Examination of Documents By Bidder | 6 |
| | B. Interpretations of Addenda | 6 |
| | C. Inspection of Site | 6 |
| | D. Pre-Qualification of Bidders | 6 |
| | E. Evidence of Continuing Qualifications of Bidder | 6 |
| | F. Preparation of Bid | 7 |
| | G. Bid Deposit: | 8 |
| | H. Bidder's Execution of Bid | 8 |
| | I. 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 | 9 |
| | N. Submission of Bid | 9 |
| | O. 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 | 10 |
| | T. Protests | 11 |
| | U. Licensing | 11 |
| | V. Award Of Contract; Rejection Of Bids | 12 |
| IV. | PROPOSAL AND EXECUTION DOCUMENTS | 13 |
| | A. Contractor's Bid | 13 |
| | B. Acceptance of the Bid | 17 |
| V. | PROPOSAL SUPPORT DOCUMENTS | 18 |

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

| | |
|---|----|
| 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..... | 32 |
| C. Work Subcontracted to Others | 34 |
| Statement Of Bidder's Qualifications | 36 |
| Disclosure Of Retained Parties | 38 |
| Performance and Payment Bond..... | 40 |
| Bond Approval | 43 |
| DOCUMENT SUBMITTAL CHECKLIST | 44 |

EXHIBITS

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. 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

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

**ONAHAN ELEMENTARY SCHOOL LINKED ANNEX
6634 WEST RAVEN STREET
NEW CONSTRUCTION
PROJECT #05550**

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

2. General Description of Scope of Work:
 - a. As further described in the detailed specifications and drawings, the project scope of work includes a two-story Linked Annex, interior renovation of select areas within the existing school, and site improvements. The Annex will include nine (9) general classrooms, one computer lab, two specialty classrooms, elevator, MDF room, toilet facilities, and green roof with a minimum area totaling 25% of the Annex building roof area. Site improvements include parking lot, playground, and landscape work.
 - 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.
3. Construction Budget: **\$8,500,000.00** (excluding Allowances and Commission's Contingency Funds).
4. User Agency: **Chicago Public Schools**
5. Project is located in Ward: **41**
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Edison Park, Norwood Park, Jefferson Park, Portage Park and Forest Glen Community Areas as designated on Exhibit# 3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Gary S. Bell, Contract Officer by (email) garybell@cityofchicago.org or (fax) 312-744-3572.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

8. Contract Documents Available at: **Cushing & Company- 420 W. Huron, Chicago IL60654, Attn: Carolyn Clark, telephone: 312-266-8228.**
9. Online Contract Documents Available at: <http://dfs.cushingco.com/pbc.htm>
10. **Pre-Bid Meeting Date, Time, and Location: Thursday, December 8, 2011 at 10:00AM in CL-115 Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.**
11. ***Mandatory Technical Review Meeting** for invited Pre-qualified Bidders: **Thursday, December 8, 2011 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. **Site Visit Meeting: Thursday, December 13, 2011 at 10:00AM at project site located at 6634 West Raven Street. Visitors are to enter at the school main entrance.**
13. **Bid Opening Date and Time: Thursday, January 12, 2012 at 11:00AM**
14. Amount of Bid Deposit: **5% amount of bid**
15. Amount of Commission's Contingency Fund: **\$300,000.00**
16. Document Deposit: **N/A**
17. Cost for Additional Documents (per set): **At the Contractor's own expense.**
18. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
19. Source of Funding: **City of Chicago**

B. Time of Completion

Substantial Completion of the Work must be achieved no later than **November 14, 2012.**

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: **\$300,000.00**
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

1. 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:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

| | |
|-----------------------------------|-----------------|
| Substantial Completion of Project | \$2,500 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

1. 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 www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of labor.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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: Gary S. Bell, Contract Officer, email; garybell@cityofchicago.org 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

1. 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

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

F. Preparation of Bid

1. 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.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 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)
 - g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - h. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
 - i. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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 not 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.
2. 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.

N. Submission of Bid

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept 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

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. 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.

S. Performance and Payment Bond and Insurance

1. 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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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) Insurance To Be Provided By the Contractor
The insurance requirements are attached as Exhibit 2.
3. 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

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

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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, February 21, 2012, and that the bid may not be withdrawn until that time.**
3. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1538, 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)

Addendum #1 Dated January 6, 2012

Addendum #2 dated January 23, 2012 ^{DK}

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

BID FORM

| ITEM | AMOUNT |
|---|--------------|
| WORK | \$ 8,136,775 |
| SITE WORK ALLOWANCE | \$300,000.00 |
| COMMISSION'S CONTINGENCY FUND | \$300,000.00 |
| TOTAL BASE BID | \$ 8,736,775 |
| AWARD CRITERIA FIGURE <small>(See Section V. Proposal Support Document, line 15 of Award Criteria Figure)</small> | \$ 8,317,409 |

SURETY: Please specify full legal name and address of Surety:

Continental Casualty Company: Illinois Corporation

333 S. Wabash, 41st Floor

Chicago, IL 60604

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

SITE WORK ALLOWANCE

| Item 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 clean construction or demolition debris and uncontaminated soil | Tons | \$25.00 |
| 4 | Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil | Tons | \$35.00 |
| 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 - 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 | \$16.00 |
| 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 | \$20.00 |

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

| | | | |
|----|---|-------------|------------|
| 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 |
| 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 excavation and backfill quantities | Each | \$1,500.00 |
| 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 Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards. | Square Yard | \$220.00 |

Total Allowance Fund = \$300,000.00

NOTES:

1. 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.
3. 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.
5. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

[Signature]
Secretary

Ral Emanuel
Chairman

CONTRACTING PARTY
(Print or type names underneath all signatures)

IHC Construction Companies, LLC
Contractor Name

1500 Executive Drive Elgin, IL 60123
Address

If a Corporation:
By [Signature]
David J. Rock

President
Title of Signatory

ATTEST
By [Signature]
Alan L. Grosz

Secretary
Title

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC
County of KANE State of IL
Subscribed and sworn to before me on this 25th day of JANUARY, 2012

Lisa M. Phin
Notary Public Signature
Commission Expires: 09/02/2012



Approved as to form and legality

[Signature] Date: 2-14-12
Neal & Leroy, LLC

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

| | | |
|----------|--|-------------------|
| Line 1. | Total Base Bid, in figures | <u>8,736,775</u> |
| Line 2. | Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50) | <u>.5</u> |
| Line 3. | Multiply Line 2 by Line 1 by 0.04 | <u>174,735.49</u> |
| Line 4. | Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50) | <u>.5</u> |
| Line 5. | Multiply Line 4 by Line 1 by 0.03 | <u>131,051.62</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>.5</u> |
| Line 7. | Multiply Line 6 by Line 1 by 0.01 | <u>43,683.87</u> |
| 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) | <u>.1</u> |
| Line 9. | Multiply Line 8 by Line 1 by 0.04 | <u>34,947.10</u> |
| Line 10. | Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. | <u>.1</u> |

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

| | | |
|---|---|---------------------|
| | (Maximum figure 0.10) | |
| Line 11. | Multiply Line 10 by Line 1 by 0.03 | <u>26,210.32</u> |
| 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) | <u>.1</u> |
| Line 13. | Multiply Line 12 by Line 1 by 0.01 | <u>8,736.77</u> |
| Line 14. | Summation of Lines 3, 5, 7, 9, 11, and 13 | <u>419,365.18</u> |
| Line 15. | Subtract Line 14 from Line 1 (= "Award Criteria Figure") | <u>8,317,409</u> |
| Award Criteria Figure (Insert Line 15 of Award Criteria Formula): | | \$ <u>8,317,409</u> |

3. Community Hiring Bonuses

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

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part 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:

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

- 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:

$$\frac{\text{Line 1 x 04}}{100}$$

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

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

$$\frac{\text{Line 1 x 03}}{100}$$

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:

$$\frac{\text{Line 1 x 01}}{100}$$

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

6. Major Trades

- | | |
|-------------------------|--|
| Asbestos Workers | Operating Engineers |
| Boiler Makers | Painters |
| Bricklayers | Pile Driver Mechanics |
| Carpenters | Pipe Fitters/Steam Fitters |
| Cement Masons | Plasterers |
| Electricians | Plumbers |
| Elevator Construction | Roofers |
| Glaziers | Sheet Metal Workers |
| Mechanists | Sprinkler Fitters |
| Machinery Movers | Steel Fabricators (in shop or on-site) |
| Ornamental Iron Workers | Technical Engineers |
| Lathers | 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 |
|---------------------|---------------------|
| Demolition | 50% |
| Environmental | 50% |
| Fencing | 30% |
| Concrete | 30% |
| Masonry | 20% |
| Drywall | 40% |
| Carpentry | 20% |
| Flooring | 15% |
| HVAC | 05% |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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. Name of joint venture N/A
2. Address of joint venture _____

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

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

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

5. Nature of joint venture's business

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:

Evergreen Supply MBE _____ WBE X
(Name of MBE or WBE)

TO:

New Frontier Electrical 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 X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/24/10. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Material

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

N30

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

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

300,000.00

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Emergreen Supply
Name of MBE/WBE Firm (Print)

1/31/12
Date

773-375-4750
Phone

Colleen Kramer
Signature

Colleen Kramer
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Patricia Gallagher
Evergreen Supply Co.
9901 S. Torrence Ave.
Chicago, IL 60617

Phone: 773-375-4750
Fax: 773-375-4765

Annual No Change Affidavit Due:

October 1, 2011

Dear Patricia Gallagher:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until October 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 1st 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 October 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 August 2, 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 WBE 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.

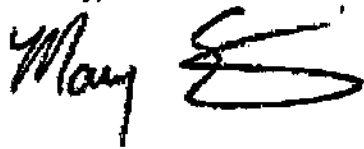
Evergreen Supply Co. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**6036 Electrical Accessories: Alternators, Ammeters, Coils, Distributors, G
91438 Electrical
99837 Electrical Supplies**

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 a specialty category.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:

Optimal Fire Protection, LLC MBE _____ WBE X
(Name of MBE or WBE)

TO:

IHC Construction Companies, 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 LLC _____ a Corporation
 a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/15/2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Fire protection & sprinkler system

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

\$77,400.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As**

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Optimal Fire Protection

Name of MBE/WBE Firm (Print)

1231112

Date

6230-906-9744

Phone

Cassandra Luckinbill

Signature

Name (Print)

IF APPLICABLE:

By:

/

Date

Phone

/

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

[Vendors Search >](#) [BEP Vendors Search >](#)

BEP Vendor Details

[Vendors Search >](#) [BEP Vendors Search >](#) [BEP Vendor Details](#)

| | |
|-----------------|--|
| Vendor Name: | OPTIMAL FIRE PROTECTION LUCKINBILL CASSANDRA A |
| Contact Person: | CASSANDRA LUCKINBILL |
| Address: | 361 CLEVELAND AVENUE AURORA IL 60506-5514 |
| Gender: | Female |
| Ethnicity: | Non-Minority |
| County: | KANE |
| Phone: | (630)906-9744 |
| Fax: | (630)906-7370 |
| E-Mail: | cassie@optimalfire.com |

| Commodity/Service Code | Commodity/Service Name |
|------------------------|---|
| S130100 | SERVICES, BURGLAR, FIRE ALARM |
| S130300 | SERVICES, EMERGENCY MANAGEMENT |
| S130400 | SERVICES, FIRE EXTINGUISHER MAINTENANCE |
| S130500 | SERVICES, FIRE SUPPRESSION |
| S450150 | SERVICES, PIPING CONSTRUCTION |



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 14, 2010

Ms. Cassandra Luckinbill
Optimal Fire Protection, LLC
361 Cleveland Avenue
Aurora, IL 60506-5514

Re: Vendor No. 20072355

Dear Ms. Luckinbill:

The City of Chicago, your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

Your certification is approved for a five (5) year period, commencing on May 1, 2010. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS 238220 Fire sprinkler system installation

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucpdirectorybyname.pdf>

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance



CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 14, 2010

Ms. Cassandra Luckinbill
Optimal Fire Protection, LLC
361 Cleveland Avenue
Aurora, IL 60506-3314

Phone: 630-906-9744

Fax: 630-906-7370

Re: Vendor No. 20072355

Dear Ms. Luckinbill:

The City of Chicago, your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

Your certification is approved for a five (5) year period, commencing on May 1, 2010. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS 238220 Fire sprinkler system installation

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucpdirectorybyname.pdf>

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:

TRUCK KING HAULING CONTRACTORS INC. MBE WBE
(Name of MBE or WBE)

TO:

IHC Construction Companies, 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 Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/16/08. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

HAULING SERVICES

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

\$38,240.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

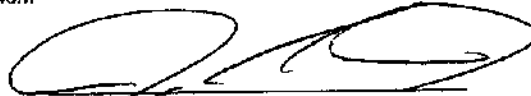
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet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

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

By:

TRUCK KING HALLING CONTRACTORS INC.
Name of MBE/WBE Firm (Print)

Date
(773) 847-6000
Phone



Signature
JESUS SAUZAMEDA JR
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Phone: 773-847-6600

Fax: 773-847-6714

Jesus Sauzamede, Jr
Truck King Hauling Contractors, Inc.
4722 S. Spaulding St.
Chicago, IL 60632

Annual No Change Affidavit Due:

November 1, 2011

Dear: Jesus Sauzamede, Jr

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until November 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st 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 **November 1, 2011**. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **September 2, 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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:
CARTH BUILDING PRODUCTS SMBE WBE
(Name of MBE or WBE)

TO:
IHC Construction Companies, 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 Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9-29-2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$16,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As**

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

CARTH Building Products Carol Carth

Name of MBE/WBE Firm (Print)

Signature

11/31/2011

CAROL CARTH

Date 708-757-6733

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

September 29, 2011

Carol Garth
Garth Building Products & Services
2741 East 223rd Street
Chicago Heights, IL 60411

Annual Certificate Expires: August 31, 2012

Dear Carol Garth:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 31, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

Distributor of Construction Materials; Weather Proofing Services

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goal 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,

A handwritten signature in black ink, appearing to read "Michael Chambers". The signature is fluid and cursive, with a large initial "M" and "C".

Michael Chambers
Senior Compliance Officer

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:

METROPOLITAN STEEL, INC. MBE WBE
(Name of MBE or WBE)

TO:

IHC Construction Companies, 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 Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Nov. 2, 2011. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

STRUCTURAL STEEL ERECTION

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

\$115,000⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Metropolitan Steel, Inc.

Name of MBE/WBE Firm (Print)

01/31/2012

Date

(708) 474-2072

Phone



Signature

J. J. Gabler

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

November 2, 2011

Timothy Callebro
Metropolitan Steel, Inc
1931 E. 177th St.
Lansing, IL 60438

Annual Certificate Expires: December 1, 2012

Dear Mr. Timothy Callebro:

We are pleased to inform you that Metropolitan Steel, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until **December 1, 2016**; however your firm must be re-validated annually.

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. 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.

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/WBE/BEPD 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.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

Metropolitan Steel, Inc

Page 2

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:

NAICS CODE: 237310 – BRIDGE CONSTRUCTION, ERECTING

NAICS CODE: 237120 – ERECTING STRUCTURAL STEEL

NAICS CODE: 237120 – STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS

NIGP CODE: 36069 – STEEL FLOORING

NIGP CODE: 57014 – CAST IRON, PRIMARY AND SEMI-FINISHED

NIGP CODE: 57065 – STEEL BRIDGE TRUSS, OVERHEAD

NIGP CODE: 57068 - STEEL, FABRICATED: BEAMS, GABIONS, GRATINGS, WALKWAYS, WINDOW BARS

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

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,

Michael Chambers
Senior Compliance Officer
CITY OF CHICAGO
City Hall

TA



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 21, 2011

Timothy J Caballero
Metropolitan Steel, Inc.
1931 E. 177th St.
Lansing, IL 60438

Dear Timothy J Caballero:

This letter is to inform you that the city of Chicago has extended your status as a Disadvantaged Business Enterprise (DBE) until March 1, 2012. We are providing this ninety-day extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

Michael Chambers
Senior Compliance Officer -- Supplier Diversity
CITY OF CHICAGO

SH

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

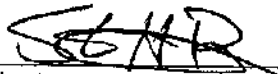
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

 M. W. Powell Company
Name of MBE/WBE Firm (Print)
 February 1, 2012
Date
 773/247-7438
Phone



Signature
 Steve H Roque
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 9, 2011

Joseph Roque
M.W. Powell
3445 S. Lawndale Ave
Chicago, IL 60623

RECEIVED

Phone: 773-247-7438

Fax: 773-247-7441

Annual Certificate Expires: September 1, 2012

Dear Joseph Roque:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **September 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:

Reflecting Windows Company, LLC (MBE) WBE
(Name of MBE or WBE)

TO:

IHC Construction Companies, 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 Partnership

 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 24, 2010. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Windows, curtain wall, glass, exterior guards, storefront,
Project management

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

\$ 304,800.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

**SCHEDULE C - Letter of intent from MBE/WBE
To Perform As**

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

PARTIAL PAY ITEMS

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

 / LPA

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Reflections Window Company, LLC

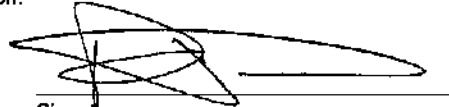
Name of MBE/WBE Firm (Print)

January 31, 2012

Date

(773) 661-5718

Phone



Signature

Rodrigo d'Escoto

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name Reflection Window Company, LLC, DBA N/A

Owner Rodrigo Descoto

Address 2525 North Elston Avenue D-200
Chicago, IL 60647-2000
[> Map This Address](#)

Phone 773-342-8910

Fax 773-342-8924

Email rodrigo@reflectionwindow.com

Website

Certification Information

Certifying Agency City of Chicago

Certification Type MBE - Minority Business Enterprise

Certification Date 4/26/2011

Renewal Date 5/1/2012

Expiration Date 5/1/2012

Certified Business Description Supply, Install, Maintenance and Repair of Windows, Window Guards, Curtain Wall, Window Wall, Storefront; and Project Management Services

Commodity Codes

| Code | Description |
|------------|---|
| NIGP 15079 | Storm Doors and Windows |
| NIGP 15092 | Windows, Frames, and Sashes, Aluminum |
| NIGP 15094 | Windows, Frames, and Sashes, Steel |
| NIGP 15095 | Windows, Frames, and Sashes, Vinyl |
| NIGP 20868 | Project Management |
| NIGP 57082 | Steel Wire Panels (For Partitions, Window Guards, etc.) |
| NIGP 91079 | Window Installation, Maintenance and Repair (Metal) |
| NIGP 91080 | Window Installation, Maintenance, and Repair (Wood) |

Customer Support

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[Print This Page](#)



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Rodrigo D'escoto
Reflection Window Company, LLC
2525 North Elston Avenue C-200
Chicago, IL 60647

Annual No Change Affidavit Due:

May 1, 2011

Dear Rodrigo D'escoto:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **May 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 1st 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 **May 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 **March 2, 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.

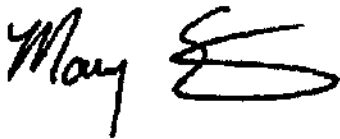
Reflection Window Company, Llc is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supply, Install, Maintenance and Repair of Windows, Window Guards, Curtain Wall, Window Wall, Storefront; and Project Management Services

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,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

F.E.L. Services INC.
Name of MBE/WBE Firm (Print)
January 31, 2012
Date
(847) 705-1776
Phone


Signature
Fran E. Laketek, President
Name (Print)

IF APPLICABLE:

By:

N/A
Joint Venture Partner (Print)
Date
Phone

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



CITY OF CHICAGO
OFFICE OF COMPLIANCE

November 14, 2011

Fran E Laketek
F.E.L. Services, Inc.
453 South Vermont Street
Unit A
Palatine, IL 60067

Annual Certificate Expires: October 1, 2012

Dear Fran E Laketek:

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

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **8/1/2012**.

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/WBE/BEPD 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.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

**GENERAL CONTRACTING; PAINTING; CARPENTRY AND LABOR
SERVICES DISTRIBUTOR OF WINDOWS, DOORS, PAINTING,
FIREPROOFING MATERIALS, CONCRETE AND BUILDING MATERIALS**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal 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,

A handwritten signature in black ink, appearing to read "Michael Chambers". The signature is fluid and cursive, with a large, stylized "M" and "C".

Michael Chambers
Senior Compliance Officer

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Fullerton Industrial Supply, Inc.

Name of MBE/WBE Firm (Print)

11/31/12

Date

773-525-3003

Phone


Signature

Lauren Bellagamba
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 18, 2011

Lauren Bellagamba
Fullerton Industrial Supply, Inc.
1456 W. Fullerton Ave.
Chicago, IL 60614

Annual Certificate Expires: June 1, 2013

Dear Lauren Bellagamba:

Congratulations on your continued eligibility for certification as a **Minority and Women Business Enterprise (MBE/WBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 31, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.

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

**DISTRIBUTOR OF INDUSTRIAL SUPPLIES AND EQUIPMENT
(INCLUDING JANITORIAL SUPPLIES, PLUMBING SUPPLIS, ELECTRICAL
SUPPLIES, FASTENERS, WELDING SUPPLIES, SAFETY SUPPLIES,
ABRASIVES, HAND TOOLS, POWER TOOLS, PRESSING TOOLS, UTILITY
LOCATING EQUIPMENT, DRAIN CLEANING & DIAGNOSTIC EQUIPMENT,
MEASURING TOOLS, PAIN, WIRE ROPE CLIPS, HOOKS, SHACKLES,
HARDWARE SUPPLIES, FILTERS, POLY BAGS, HEATING VENTILATION
AND AIR-CONDITIONING (HVAC) SUPPLIES)**

Your firm's participation on City contracts will be credited only toward Minority and Women Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority and Women Business Enterprise (MBE/WBE) goal 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,

A handwritten signature in cursive script that reads "Karen Patterson" followed by a small "d.c." to the right.

Karen Patterson
Deputy Director

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

Name of Project: Onahan Elementary School Linked Annex

Project Number: 1538

FROM:

NEW FRONTIER ELECTRICAL MBE WBE
(Name of MBE or WBE)

TO:

IHC Construction Companies, 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 Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/15/2012. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$730,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

PARTIAL PAY ITEMS

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

\$ 730,000.00

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

NEW FRONTIER ELECTRICAL

Name of MBE/WBE Firm (Print)

1/31/2012

Date

(815) 260-9473

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

James V. Foster

Signature

JAMES V. FOSTER

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 8, 2011

James Foster
New Frontier Electrical Construction, Inc.
P. O. Box 2251
Joliet, IL 60434

Annual Certificate Expires: December 15, 2012

Dear James Foster:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **December 15, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **December 15, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o 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.

Electrical Contracting

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

ELECTRIC CONTRACTING

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal 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,



Michael Chambers
Senior Compliance Officer

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

Name of Project: Onahan Elementary School Linked Annex

STATE OF ILLINOIS }

}SS

COUNTY OF COOK }

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

Title and duly authorized representative of

IHC Construction Companies, LLC

Name of General Contractor whose address is
1500 Executive Drive

in the City of Elgin, State of Illinois

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

IHC Construction Companies, LLC

Name of Contractor (Print)

January 31, 2012

Date

847-742-1516

Phone

Signature

David J. Rock, President

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: January 25, 2012

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. 1538

Project Title: Onahan Elementary School Linked Annex

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

Documentation attached: yes no

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

Sincerely,

Signature

David J. Rook
Print Name

President
Title

IHC Construction Companies, LLC.
Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

Affidavit Of Uncompleted Work

A. Work Under Contract

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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.

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------|--|---|---|---|----------------|
| Subcontractor | See Attached Affidavit of Availability | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| TOTAL Uncompleted | | | | | |



Affidavit of Availability
For the Letting of 1/31/2012
 as of 31 December 2011

Prepared for the Public Building Commission - Response to Bid Requirement: Affidavit of Uncompleted Work

Building Projects - Under General Contract

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 | Awards Pending | |
|--|--------------|--------------|---|---|-------------------------|--------------------|
| Contract Number | 1523 | 1535 | | | | |
| Contract With | PBC | PBC | | | | |
| Estimated Completion Date | 8/1/2011 | 8/17/2012 | | | | |
| Total Contract Price | 4,606,597.00 | 5,984,135.00 | | | | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | 1,114,964.19 | 5,984,135.00 | | | | 7,099,099.19 |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | | 0.00 |
| IHC Job # | 11154 | 11227 | | | Total Value of All Work | 7,099,099.19 |

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.

| | | | | | | Accumulated Totals |
|--------------------------------|-------------------|-------------------|-------------|-------------|-------------|--------------------|
| EARTHWORK | | | | | | 0.00 |
| DEMOLITION | | | | | | 0.00 |
| SEWER AND DRAIN | | | | | | 0.00 |
| FOUNDATION | | | | | | 0.00 |
| PAINTING | | | | | | 0.00 |
| STRUCTURAL STEEL (Bldg Constr) | | | | | | 0.00 |
| ORNAMENTAL STEEL (Bldg Constr) | | | | | | 0.00 |
| MISCELLANEOUS CONCRETE | | | | | | 0.00 |
| FIREPROOFING | | | | | | 0.00 |
| MASONRY | | | | | | 0.00 |
| HVAC/MECH/ELEC/PLUMBING | | | | | | 0.00 |
| ROOFING & SHEET METAL | | | | | | 0.00 |
| FLOORING & TILE WORK | | | | | | 0.00 |
| DRYWALL & PLASTER WORK | | | | | | 0.00 |
| CEILING CONSTRUCTION | | | | | | 0.00 |
| HOLLOW METAL & HARDWARE | | | | | | 0.00 |
| GLAZING & CAULKING | | | | | | 0.00 |
| MISCELLANEOUS ARCH WORK | | | | | | 0.00 |
| LANDSCAPING | | | | | | 0.00 |
| FENCING | | | | | | 0.00 |
| OTHER: LIST | | | | | | 0.00 |
| MOBILIZATION | 29,445.16 | | | | | 29,445.16 |
| GENERAL CONDITIONS | 99,887.84 | 371,377.00 | | | | 471,264.84 |
| Totals | 129,333.00 | 371,377.00 | 0.00 | 0.00 | 0.00 | 500,710.00 |

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.

Part III. Work Subcontracted to Others

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

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------|------------------|------------------|------|------|----------------|
| Subcontractor | ALL MINOR SUBS | ALL MINOR SUBS | | | |
| Type of Work | PER VP SL REPORT | PER VP SL REPORT | | | |
| Subcontract Price | 1,261,284 | 3,460,958 | | | |
| Amount Uncompleted | \$ 182,668.99 | \$ 3,460,958.00 | | | |
| Subcontractor | OWNER | OWNER | | | |
| Type of Work | ALLOWANCES | CONTINGENCY | | | |
| Subcontract Price | 155,000.00 | 450,000.00 | | | |
| Amount Uncompleted | 4,850.00 | 450,000.00 | | | |
| Subcontractor | *Unused* OWNER | *Unused* OWNER | | | |
| Type of Work | ALLOWANCES | ALLOWANCES | | | |
| Subcontract Price | 100,000.00 | | | | |
| Amount Uncompleted | 100,000.00 | | | | |
| Subcontractor | *Unused* OWNER | *Unused* OWNER | | | |
| Type of Work | ALLOWANCES | ALLOWANCES | | | |
| Subcontract Price | 500,000.00 | | | | |
| Amount Uncompleted | 500,000.00 | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Total Uncompleted | 787,518.99 | 3,910,958.00 | 0.00 | 0.00 | 0.00 |

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

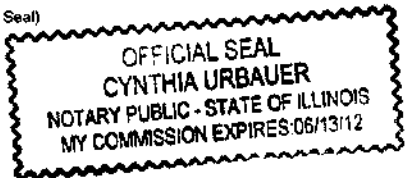
this 31st day of January 20 12

Cynthia Urbauer
 Notary Public
 My commission expires: 6/13/12

Type or Print Name Charles D. Polich Vice President
 Officer or Director Title
 Signed [Signature]

Company IHC Construction Companies, LLC
 Address 1500 Executive Dr.
Elgin, IL 60123

(Notary Seal)



Part III. Work Subcontracted to Others

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

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------------|-------------------|---------------------|-------------|-------------|----------------|
| Subcontractor | Carry-over | Carry-over | | | |
| Type of Work | from | from | | | |
| Subcontract Price | Previous Page | Previous Page | | | |
| Amount Uncompleted | 787,518.99 | 3,910,958.00 | | | |
| Subcontractor | ARC Underground | Committed PCE | | | |
| Type of Work | BUILDING CONCRETE | MBE | | | |
| Subcontract Price | 127,500.00 | 1,460,000 | | | |
| Amount Uncompleted | 19,447.25 | 1,460,000 | | | |
| Subcontractor | B & E Aquatics | Committed PCE | | | |
| Type of Work | SWIMMING POOL | WBE | | | |
| Subcontract Price | 239,300.00 | 241,800.00 | | | |
| Amount Uncompleted | 7,935.95 | 241,800.00 | | | |
| Subcontractor | Flo Tech Mech | Subcontractor | | | |
| Type of Work | HVAC | Trade | | | |
| Subcontract Price | 285,000.00 | | | | |
| Amount Uncompleted | 0.00 | | | | |
| Subcontractor | JM Polcurr, Inc. | Subcontractor | | | |
| Type of Work | Electric | Trade | | | |
| Subcontract Price | 1,527,119.00 | | | | |
| Amount Uncompleted | 85,529.00 | | | | |
| Subcontractor | MBB Enterprises | Subcontractor | | | |
| Type of Work | Concrete Repairs | Trade | | | |
| Subcontract Price | 155,000.00 | | | | |
| Amount Uncompleted | 79,200.00 | | | | |
| Subcontractor | Continued | Continued | | | |
| Type of Work | on | on | | | |
| Subcontract Price | Next | Next | | | |
| Amount Uncompleted | Page | Page | | | |
| Total Uncompleted | 979,631.19 | 6,612,758.00 | 0.00 | 0.00 | 0.00 |

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

this 31st day of January, 2012

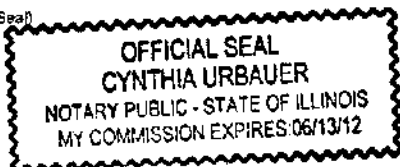
Cynthia Urbauer
Notary Public
My commission expires: 6/13/12

Type or Print Name Charles D. Polich, Vice President
Title Chief of Director

Signed [Signature]

Company IHC Construction Companies, LLC
Address 1500 Executive Dr.
Elgin, IL 60123

(Notary Seal)



Part III. Work Subcontracted to Others

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

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------|---------------|---------------|------|------|----------------|
| Subcontractor | Carry-over | Carry-over | | | |
| Type of Work | from | from | | | |
| Subcontract Price | Previous Page | Previous Page | | | |
| Amount Uncompleted | 979,831.19 | 5,612,758.00 | | | |
| Subcontractor | 0 | Subcontractor | | | |
| Type of Work | 0 | Trade | | | |
| Subcontract Price | 0 | | | | |
| Amount Uncompleted | 0 | | | | |
| Subcontractor | 0 | Subcontractor | | | |
| Type of Work | 0 | Trade | | | |
| Subcontract Price | 0 | | | | |
| Amount Uncompleted | 0 | | | | |
| Subcontractor | | Subcontractor | | | |
| Type of Work | | Trade | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | Subcontractor | | | |
| Type of Work | | Trade | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | Continued | Continued | | | |
| Type of Work | on | on | | | |
| Subcontract Price | Next | Next | | | |
| Amount Uncompleted | Page | Page | | | |
| Total Uncompleted | 979,831.19 | 5,612,758.00 | 0.00 | 0.00 | 0.00 |

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

this 31st day of January, 2012.

Cynthia Urbauer
Notary Public
My commission expires: 6/13/12

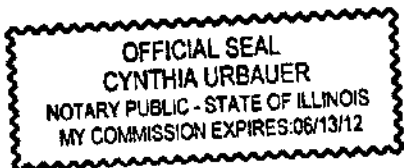
Type or Print Name Charles D. Polich, Vice President Title

Signed [Signature]

Company IHC Construction Companies, LLC

Address 1500 Executive Dr.
Elgin, IL 60123

(Notary Seal)



Part III. Work Subcontracted to Others

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

| | 1 | 2 | 3 | 4 | Awards Pending |
|--------------------------|-------------------|---------------------|-------------|-------------|----------------|
| Subcontractor | Carry-over | Carry-over | | | |
| Type of Work | from | from | | | |
| Subcontract Price | Previous Page | Previous Page | | | |
| Amount Uncompleted | 979,631.19 | 5,612,758.00 | | | |
| Subcontractor | MISC SUPPLIERS | MISC SUPPLIERS | | | |
| Type of Work | MISC ITEMS | MISC ITEMS | | | |
| Subcontract Price | 250,000 | | | | |
| Amount Uncompleted | 5,000 | | | | |
| Subcontractor | MISC MATERIALS | MISC MATERIALS | | | |
| Type of Work | MISC ITEMS | MISC ITEMS | | | |
| Subcontract Price | 150,000 | | | | |
| Amount Uncompleted | 1,000 | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Total Uncompleted | 985,631.19 | 5,612,758.00 | 0.00 | 0.00 | 0.00 |

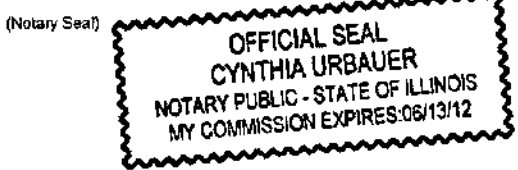
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 Subscribed and sworn to before me

this 31st day of January, 2012

Cynthia Urbauer
 Notary Public
 My commission expires: 6/13/12

Type or Print Name Charles D. Polich, Vice President
 Officer or Director Title
 Signed *[Signature]*

Company IHC Construction Companies, LLC
 Address 1500 Executive Dr.
Elgin, IL 60123



SL Subcontracts By Job

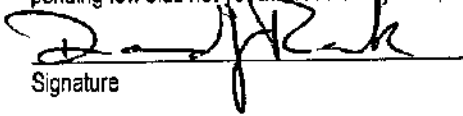
Jobs: 11154 - 11154. All Vendors Through: 12/11
 Job Status: All Sales and VAT Taxes Not Included Use Taxes Not Included

| Subcontract | Vendor | Current Contract | Billed | Paid | Retainage | Current Due | To Be Billed | Status: Open |
|-------------|---|---------------------|---------------------|---------------------|-------------------|-----------------|-------------------|--------------|
| 11154-201 | 17318 ARC UNDERGROUND INC | 127,500.00 | 108,052.75 | 102,650.12 | 5,402.63 | 0.00 | 19,447.25 | |
| 11154-202 | 17305 B & E AQUATICS INC | 239,300.00 | 231,364.05 | 224,423.14 | 6,940.91 | 0.00 | 7,935.95 | |
| 11154-203 | 10839 FLO TECH MECHANICAL SYSTEMS INC | 285,000.00 | 285,000.00 | 276,450.00 | 8,550.00 | 0.00 | 0.00 | |
| 11154-204 | 17303 JM POLCURR INC | 1,527,119.00 | 1,441,590.00 | 1,398,342.30 | 43,247.70 | 0.00 | 85,529.00 | |
| 11154-205 | 17340 NAMAT CONSTRUCTION COMPANY | 55,379.80 | 54,930.30 | 53,282.39 | 1,647.91 | 0.00 | 449.50 | |
| 11154-207 | 17310 PLUMBING SYSTEMS INC | 38,500.00 | 38,500.00 | 37,345.00 | 1,155.00 | 0.00 | 0.00 | |
| 11154-208 | 17323 SPEEDY GONZALEZ LANDSCAPING INC | 353,300.00 | 316,400.00 | 279,521.00 | 31,640.00 | 5,238.00 | 36,900.00 | |
| 11154-209 | 13781 THE LUSE COMPANIES | 78,000.00 | 78,000.00 | 73,720.00 | 2,280.00 | 0.00 | 0.00 | |
| 11154-210 | 17327 MBB ENTERPRISES OF CHICAGO INC | 155,000.00 | 75,800.00 | 68,220.00 | 7,580.00 | 0.00 | 79,200.00 | |
| 11154-211 | 17304 TACEE ARCHITECTURAL METAL ERECTORS | 54,290.00 | 18,090.00 | 17,181.00 | 1,909.00 | 0.00 | 35,200.00 | |
| 11154-212 | 13102 H & P CONTRACTOR INC | 208,458.00 | 208,458.00 | 202,204.26 | 6,253.74 | 0.00 | 0.00 | |
| 11154-213 | 13427 KBI CUSTOM CASE INC | 65,000.00 | 65,000.00 | 63,050.00 | 1,950.00 | 0.00 | 0.00 | |
| 11154-214 | 17346 GLASS DESIGNERS INC | 36,000.00 | 36,000.00 | 34,920.00 | 1,080.00 | 0.00 | 0.00 | |
| 11154-215 | 10623 SUPERIOR FLOOR COVERING INC | 47,000.00 | 47,000.00 | 45,134.09 | 1,865.91 | 0.00 | 0.00 | |
| 11154-216 | 17376 HUFOR CHICAGO | 10,400.00 | 10,400.00 | 10,088.00 | 312.00 | 0.00 | 0.00 | |
| 11154-217 | 11899 CHICAGO SPOTLIGHT INC | 138,000.00 | 133,000.00 | 129,010.00 | 3,990.00 | 0.00 | 5,000.00 | |
| 11154-218 | 13707 LTGEN CONCRETE CUTTING | 7,800.00 | 4,735.00 | 4,261.50 | 473.50 | 0.00 | 3,065.00 | |
| 11154-219 | 17341 QC ENTERPRISES INC | 27,140.00 | 27,140.00 | 26,325.80 | 814.20 | 0.00 | 0.00 | |
| 11154-220 | 10460 MIDWEST FENCE | 30,161.00 | 30,161.00 | 28,652.95 | 1,508.05 | 0.00 | 0.00 | |
| 11154-221 | 17395 RW COLLINS CO | 2,500.00 | 2,500.00 | 2,250.00 | 250.00 | 0.00 | 0.00 | |
| 11154-222 | 13238 INDECOR CONTRACT WINDOW TREATMENTS | 7,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,000.00 | |
| 11154-223 | 17343 BEVERLY ASPHALT PAVING CO | 4,300.00 | 4,300.00 | 4,171.00 | 129.00 | 0.00 | 0.00 | |
| 11154-225 | 17353 VISION PAINTING & DECORATING SERVICES | 48,100.00 | 48,100.00 | 43,290.00 | 4,810.00 | 0.00 | 0.00 | |
| 11154-226 | 17384 WEST SIDE TRANSFORMATION CORPORATION | 5,760.00 | 5,257.50 | 5,257.50 | 0.00 | 0.00 | 502.50 | |
| 11154-227 | 10702 WILKIN INSULATION CO | 19,800.00 | 19,800.00 | 17,820.00 | 1,980.00 | 0.00 | 0.00 | |
| 11154-228 | 16948 CHICAGO CONSTRUCTION SPECIALTIES | 26,395.00 | 15,490.00 | 13,941.00 | 1,549.00 | 0.00 | 10,905.00 | |
| | | 3,595,202.80 | 3,304,058.60 | 3,161,511.05 | 137,318.55 | 5,239.00 | 291,134.20 | |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

January 25, 2012

Date

David J. Rock
Name (Type or Print)

President

Title

IHC Construction Companies, LLC

Bidder Name

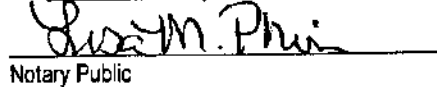
1500 Executive Drive

Address

Elgin IL 60123

City State Zip

Subscribed and sworn to before me
this 25th day of January, 2012


Notary Public

Commission expires: 09/02/2012



PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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 IHC Construction Companies, LLC

Submitted By David J. Rock

Title President

Permanent Main Office Address 1500 Executive Drive, Elgin IL 60123

Local Address _____

Local Telephone No. and FAX No. 847-742-1516 / 847-742-6610

How many years operating as contractor for work of this nature? 105 Years

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

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

**PBC CONTRACT 1538: ONAHAN SCHOOL LINKED ANNEX
RECENTLY COMPLETED SIMILAR CONTRACT**

| PROJECT NAME BRIEF DESCRIPTION | CONTRACT VALUE | COMPLETION DATE | NAME OF OWNER CONTACT, ADDRESS, PHONE # |
|--|-----------------------------|-------------------------------------|--|
| MUNDELEIN HIGH SCHOOL DISTRICT 120 RENOVATIONS AND UPGRADES: TOILET ROOM, ROOFING, TRACK AND FIELD, POOL, WINDOWS, MEP SYSTEMS. MUNDELEIN, IL | \$10,000,000 | AUG. 2012 | MUNDELEIN HIGH SCHOOL DISTRICT 120 GARY LONQUIST, BUSINESS MANAGER 1350 W. HAWLEY STREET MUNDELEIN, IL 60060 847-949-2200 ext.1213 |
| COLLINS HIGH SCHOOL INTERIOR RENOVATIONS (43,000 GROSS SF) ARTIFICIAL TURF, LIBRARY CONVERSION, LIGHTING, POOL FILTRATION CHICAGO, IL | 4,600,000 | AUG. 2011 | PUBLIC BUILDING COMMISSION JIM KOOLISH, PROJECT MANAGER RICHARD J. DALEY CENTER, 50 W. WASHINGTON CHICAGO, IL 60602 312-744-3090 |
| CURIE METROPOLITAN HIGH SCHOOL INTERIOR RENOVATIONS (20,000 SF - Gross 442,000 SF) ENVIRONMENTAL, DEMOLITION, ROOFING, HVAC, ELECTRIC, GLASS CHICAGO, IL | \$1,000,000 | AUG. 2011 | CHICAGO PUBLIC SCHOOLS JOSEPH TOMASO, OWNERS REPRESENTATIVE 125 S. CLARK STREET CHICAGO, IL 60603 773-553-3197 |
| NAPERVILLE CENTRAL HIGH SCHOOL 172,430 SF OF ADDITIONS (3-STORY CLASSROOM ADDITION, 3-STORY ADMINISTRATION & ENTRY ADDITION, MUSIC ADDITION) 280,000 SF OF RENOVATIONS THROUGHOUT INTERIOR & EXTERIOR NAPERVILLE, IL | \$87,700,000 | AUG. 2011 | NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203 RALPH WEAVER, DIR. FACILITIES 203 WEST HILLSIDE ROAD NAPERVILLE, IL 60540 630-420-2546 |
| MORAIN VALLEY COMMUNITY COLLEGE - CAMPUS EXPANSION NEW 100,000 SF VERNON O. CRAWLEY SCIENCE HALL NEW 54,000 SF MORAIN BUSINESS & CONFERENCE CTR NEW 30,300 SF STUDENT UNION BUILDING 57,000 SF OF ADDITIONS AND RENOS TO STUDENT SVC CTR 100,000 SF OF RENOVATIONS TO EXISTING BUILDINGS A, B & L NEW 32,161 SF SOUTHWEST EDUCATION CENTER IN TINLEY PARK INFRASTRUCTURE IMPROVEMENTS THROUGHOUT MAIN CAMPUS PALOS HILLS & TINLEY PARK, IL | \$97,000,000 | OCT. 2010 | MORAIN VALLEY COMMUNITY COLLEGE ANDREW DUREN, MS, VP OF ADMIN SVCS & COLL FAC. 9000 W. COLLEGE PARKWAY, D201 PALOS HILLS, IL 60465 708-974-5203 |
| SEDOL - NEW LAREMONT SCHOOL (78,000 SF) RENOVATIONS TO EXISTING GAGES LAKE/LAREMONT SCH. (73,919 SF) RENOVATIONS TO SALLY POTTER TRANSITION CENTER (MUNDELEIN) GAGES LAKE AND MUNDELEIN, IL | \$18,600,000 \$3,900,000 | OCT. 2010 OCT. 2010 AUG. 2011 | SPECIAL EDUCATION DISTRICT OF LAKE COUNTY (SEDOL) KEN FRANKS, OWNERS REP./SIGNATURE DEVELOPMENT 18160 GAGES LAKE ROAD GAGES LAKE, IL 60030 847-740-2103 |
| KANE COUNTY CIRCUIT COURT BRANCH INTERIOR RENOVATIONS ST. CHARLES, IL | \$4,000,000 | APR. 2011 | COUNTY OF KANE TIM HARBAUGH, FACILITIES DIRECTOR 719 S. BATAVIA AVENUE GENEVA, IL 60134 630-208-5173 |
| NILES THSD 219 - SUMMER 2010 RENOVATIONS CAPITAL IMPROVEMENTS NILES WEST HIGH SCHOOL NILES NORTH HIGH SCHOOL NILES CENTRAL HIGH SCHOOL SKOKIE, IL | \$10,000,000 | OCT. 2010 | NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3967 |
| GRANT HIGH SCHOOL - SUMMER 2010/2011 RENOVATIONS CAPITAL IMPROVEMENTS KITCHEN EXPANSION, UPDATE GYMNASIUMS, SECURITY SYSTEM, EXTERIOR PANELS, STADIUM CONCESSION, TENNIS COURT REMEDIATION FOX LAKE, IL | \$9,000,000 | SEP. 2010 SEP. 2011 | GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 DR. JOHN BENEDETTI, SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561 |
| WOODSTOCK CUSD 200 - SUMMER 2010 RENOVATIONS CAPITAL IMPROVEMENTS RENOVATIONS AT CLAY ELEMENTARY, DEAN STREET ELEMENTARY, OLSON ELEMENTARY CONVERSION VERDA DIREZEN EARLY LEARNING CENTER WOODSTOCK, IL | \$7,000,000 | SEP. 2010 | WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 DR. ELLYN WRZESKI, SUPERINTENDENT MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8200 |
| GRANT HIGH SCHOOL NEW FIELDHOUSE 2 CLASSROOM ADDITIONS: SCIENCE LABS, ART STUDIOS, FAMILY AND CONSUMER SCIENCE LABS FOX LAKE, IL | \$34,000,000 | DEC. 2009 | GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 DR. JOHN BENEDETTI, SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561 |
| CCSD 89 - EXTENSIVE RENOVATIONS TO FIVE SCHOOLS AND ADMINISTRATIVE BUILDING (ARBOR VIEW ES - 42,000 SF; BRIAR GLEN ES - 51,000 SF; GLEN CREST MS - 100,000 SF; PARK VIEW ES - 48,000 SF; WESTFIELD SCHOOL - 45,000 SF; ADMIN BLDG - 10,000 SF) GLEN ELLYN, IL | \$20,000,000 | SEPT. 2009 | GLEN ELLYN COMMUNITY CONSOLIDATED SCHOOL DIST. 89 DR. JOHN PERDUE, SUPERINTENDENT 22W600 BUTTERFIELD RD. GLEN ELLYN, IL 60137 630-469-8900 |

**PBC CONTRACT 1538: ONAHAN SCHOOL LINKED ANNEX
RECENTLY COMPLETED SIMILAR CONTRACT**

| PROJECT NAME BRIEF DESCRIPTION | CONTRACT VALUE | COMPLETION DATE | NAME OF OWNER CONTACT, ADDRESS, PHONE # |
|--|-------------------|--------------------|--|
| NEW PRE-ENGINEERED MAINTENANCE BUILDING 6,000 SF AURORA, IL | \$1,200,000 | AUG. 2009 | VERMEER JUNIOR KOOL 2801 BEVERLY DRIVE AURORA, IL 60504 630-820-3030 |
| NILES WEST HIGH SCHOOL THREE-STORY, SIX-CLASSROOM ADDITION (7/09) **FACILITY REGISTERED FOR LEEDS SILVER CERTIFICATION** DAY CARE REMODEL FOR FACULTY AND STAFF (5/09) REMODEL WRESTLING ROOMS INTO STUDENT ACTIVITY CENTER (8/08) SKOKIE, IL | \$3,100,000 | JUL. 2009 | NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 PAUL O'MALLEY, CHIEF EXECUTIVE OFFICER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3967 |
| NORTHGATE TECHNOLOGIES NEW OFFICE AND WAREHOUSE FACILITY 34,160 SF TOTAL INCLUDING 14,500 SF OFFICE SPACE 1391 SCOTTSDALE COURT ELGIN, IL 60123 | \$2,900,000 | JUNE 2009 | NORTHGATE TECHNOLOGIES ROBERT MANTELL, EXECUTIVE VP 600 CHURCH ROAD ELGIN, IL 60123 (847) 608-8900 |
| HAWTHORN ELEMENTARY NORTH 4,500 SF ADMINISTRATIVE OFFICE ADDITIONS AND RENOVATIONS VERNON HILLS, IL | \$1,200,000 | AUG. 2008 | HAWTHORN SCHOOL DISTRICT #73 DR. SUE ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200 |
| LIFE SAFETY UPGRADES AND VARIOUS INTERIOR UPGRADES PERFORMED AT SIX DISTRICT SCHOOLS AND ADMIN BUILDING SUMMER PROJECT BERKELEY, IL | \$1,500,000 | AUG 2008 | BERKELEY SCHOOL DISTRICT #87 DR. JOSEPH PALERMO, SUPERINTENDENT 1200 N. WOLF ROAD BERKELEY, IL 60163 708-449-3350 |
| CAFETERIA ADDITION TO ELEMENTARY SOUTH WARMING KITCHEN WITH SERVING LINES AND STUDENT SEATING AREA, COURTYARD WITH LANDSCAPING 6,000 SF VERNON HILLS, IL | \$1,600,000 | AUG. 2007 | HAWTHORN SCHOOL DISTRICT #73 DR. SUE ZOOK, SUPERINTENDENT 201 HAWTHORN PARKWAY VERNON HILLS, IL 60061 847-990-4200 |
| NILES WEST HIGH SCHOOL CONVERT 4 CLASSROOMS TO SCIENCE LABS - 4,000 SF (\$631,977) WRESTLING ROOM RENOVATIONS (\$131,757), MISC PROJECTS (\$40,000) SKOKIE, IL | \$803,734 | AUG. 2006 | NILES TOWNSHIP HIGH SCHOOL DISTRICT #219 GERRY YEGGY, BUSINESS MANAGER 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-568-3950 |
| WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 CLAY, DEAN, WESTWOOD & GREENWOOD ELEMENTARY SCHOOLS NORTHWOOD MIDDLE SCHOOL, VERDA DIERZEN ELC LIFE SAFETY PROJECTS FOR 6 SCHOOLS OVER TWO SUMMERS WOODSTOCK, IL | \$9,500,000 | AUG. 2006 | WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 MS. RISA HANSON, CHIEF FINANCIAL OFFICER 227 W. JUDD ST. WOODSTOCK, IL 60098 815-338-8204 |
| GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 15,000 SF TWO-STORY CLASSROOM/LIBRARY ADDITION FOX LAKE, IL | \$2,500,000 | MAR. 2006 | GRANT COMMUNITY HIGH SCHOOL DISTRICT #124 CHRISTINE SERCIK, ASSISTANT SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561 |
| MARQUARDT SCHOOL DISTRICT 15 NEW ADMINISTRATION CENTER ADDITIONS & RENOVATIONS - MIDDLE SCHOOL LIFE SAFETY PROJECTS - EXISTING SCHOOLS GLENDALE HEIGHTS, IL | \$8,058,000 | MAR. 2006 | MARQUARDT SCHOOL DISTRICT 15 DR. LOREN MAY, SUPERINTENDENT 2174-C GLADSTONE COURT GLENDALE HEIGHTS, IL 60139 630-295-5450 |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation: Limited Liability Companies, LLC
LLC

- (a) Corporation Name IHC Construction Companies, LLC
(b) State and City in which incorporated Organized in Elgin, IL
(c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
(d) Name and address of registered agent in Illinois

Thomas S. Rakow, 1797 N. LaFox, South Elgin, IL 60177

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

See Attached

Name _____

Title _____

Name _____


Title _____

If submitted by a partnership:

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

If submitted by an individual:

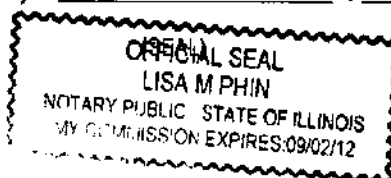
- (a) Firm Name _____
(b) The Owner _____
(c) Official Address _____


Signature of Affiant David J. Rock

Subscribed and sworn to before me this 25th day of January 20 12

Lisa M. Phin
Notary Public

My Commission expires: 09/02/2012



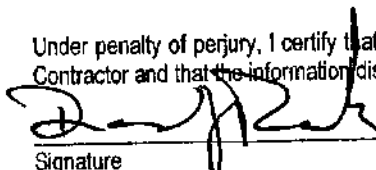
PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No.1538
 ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

Retained Parties:

| Name | Business Address | Relationship (Lobbyists, etc.) | Fees (indicate whether paid or estimated) |
|------|------------------|--------------------------------|---|
| NONE | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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.



 Signature
 David J. Rock

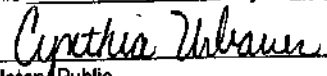
 Name (Type or Print)

January 31, 2012

 Date
 President

 Title

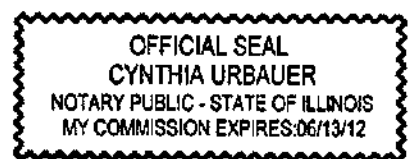
Subscribed and sworn to before me
 this 31st day of January, 20 12



 Notary Public

Commission expires: 6/13/12

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

PERFORMANCE AND PAYMENT BOND

Contract No. 1538

Bond No. 929545291

KNOW ALL MEN BY THESE PRESENTS, that we, IHC Construction Companies, LLC,
a Limited Liability Company organized and existing under the laws of the State of Illinois, with offices in
the City of Elgin, State of Illinois, as Limited Liability Company Principal, and
Continental Casualty Company

333 S. Wabash, 41st Floor

Chicago, IL 60604

a corporation organized and existing under the laws of the State of Illinois, with offices in the State of
Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Eight Million Seven Hundred Thirty-Six Thousand
Seven Hundred Seventy-Five Dollars and No Cents (\$8,736,775.00) for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated February 14, 2012, for the fabrication, delivery, performance and
installation of

Onahan Elementary School Linked Annex

6634 West Raven Street, Chicago, IL.

Renovation Work

Project # 05550

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Eight Million Seven Hundred Thirty-Six Thousand Seven Hundred Seventy-Five Dollars and No Cents (\$8,736,775.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this February 17, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name BY (Seal)
Individual Principal
Business Address (Seal)
Individual Principal
City State

LIMITED LIABILITY COMPANY SEAL

ATTEST:

BY [Signature]
Secretary
Title

IHC Construction Companies, LLC
Limited Liability Company Principal
BY [Signature]
President
Title

1500 Executive Drive
Elgin, IL 60123

BY [Signature]
Witness
333 S. Wabash, 41st Floor, Chicago, IL 60604
Business Address & Telephone

Continental Casualty Company
Corporate Surety
[Signature]
Title Carol A. Dougherty
CORPORATE SEAL

FOR CLAIMS (Please Print): Continental Casualty Company
Contact Name:

Business Address: 333 S. Wabash, 41st Floor, Chicago, IL 60604

Telephone: 800-262-4554 Fax: 630-719-3305

First \$100,000 \$9.00 (per \$1,000), Next 2,400,000 \$6.30 (per \$1,000)
Next \$2,500,000 \$5.40 (per \$1,000) Next \$3,736,775 \$4.70 (per \$1,000)
The rate of premium of this Bond is \$ per thousand. **
Total amount of premium charged is \$ \$47,083.00 **

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

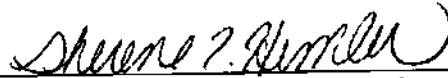
** Must be filled in by the Corporate Surety.

Surety Company Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK

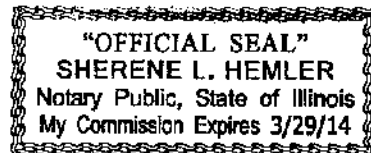
SS:

On this 17th day of February, 2012, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 03/29/14



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

J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Robert E Kappus, Sherene L Hemler, Sarah E Green, Individually

of Palatine, 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 16th day of September, 2010.



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

Jacquelyne M. Belcastro
Senior Vice President

State of Illinois, County of Cook, ss:

On this 16th day of September, 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.



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 17th day of February 2012.



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

Mary A. Ribikawskis
Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

"Article IX—Execution of Documents

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

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

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

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

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

"Article VI—Execution of 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 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 a meeting duly called and held on the 17th day of February, 1993.

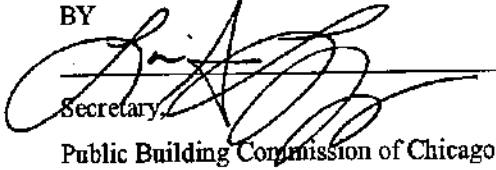
"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the 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."

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1538

BOND APPROVAL

BY


Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO LIMITED LIABILITY COMPANY SEAL

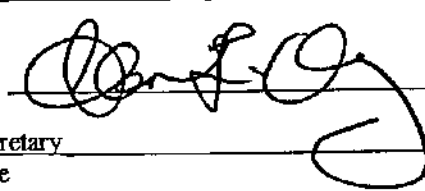
I, Alan L. Orosz, certify that I am the Secretary of IHC Construction Companies, LLC, Limited Liability Company named as Principal in the foregoing performance and payment bond, that David J. Rock who signed on behalf of the Principal was then President of said Limited Liability Company, that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said Limited Liability Company by authority of its governing body.

Dated this 17th day of February, 2012.

LIMITED LIABILITY COMPANY SEAL

IHC Construction Companies, LLC

BY


Secretary

Title

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

Document Submittal Checklist

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

EXHIBIT #1

Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

Cook County Prevailing Wage for December 2011

| Trade Name | RG | TYP | C | Base | FRMAN | *M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|----------------------|----|-------|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| ASBESTOS ABT-GEN | | ALL | | 35.200 | 35.700 | 1.5 | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| ASBESTOS ABT-MEC | | BLD | | 32.850 | 0.000 | 1.5 | 1.5 | 2.0 | 10.82 | 10.66 | 0.000 | 0.720 |
| BOILERMAKER | | BLD | | 43.020 | 46.890 | 2.0 | 2.0 | 2.0 | 6.720 | 9.890 | 0.000 | 0.350 |
| BRICK MASON | | BLD | | 39.780 | 43.760 | 1.5 | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.730 |
| CARPENTER | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| CEMENT MASON | | ALL | | 41.850 | 43.850 | 2.0 | 1.5 | 2.0 | 10.70 | 10.76 | 0.000 | 0.320 |
| CERAMIC TILE FNSHER | | BLD | | 33.600 | 0.000 | 2.0 | 1.5 | 2.0 | 9.200 | 6.680 | 0.000 | 0.580 |
| COMM. ELECT. | | BLD | | 36.440 | 38.940 | 1.5 | 1.5 | 2.0 | 8.420 | 8.910 | 0.000 | 0.700 |
| ELECTRIC PWR EQMT OP | | ALL | | 41.850 | 46.850 | 1.5 | 1.5 | 2.0 | 10.27 | 13.01 | 0.000 | 0.320 |
| ELECTRIC PWR GRNDMAN | | ALL | | 32.640 | 46.850 | 1.5 | 1.5 | 2.0 | 8.000 | 10.12 | 0.000 | 0.240 |
| ELECTRIC PWR LINEMAN | | ALL | | 41.850 | 46.850 | 1.5 | 1.5 | 2.0 | 10.27 | 13.01 | 0.000 | 0.320 |
| ELECTRICIAN | | ALL | | 40.400 | 43.000 | 1.5 | 1.5 | 2.0 | 13.83 | 7.420 | 0.000 | 0.750 |
| ELEVATOR CONSTRUCTOR | | BLD | | 47.410 | 53.340 | 2.0 | 2.0 | 2.0 | 10.53 | 10.71 | 2.840 | 0.000 |
| FENCE ERECTOR | | ALL | | 32.660 | 34.660 | 1.5 | 1.5 | 2.0 | 12.42 | 10.00 | 0.000 | 0.250 |
| GLAZIER | | BLD | | 38.000 | 39.500 | 1.5 | 2.0 | 2.0 | 10.19 | 13.64 | 0.000 | 0.790 |
| HT/FROST INSULATOR | | BLD | | 43.800 | 46.300 | 1.5 | 1.5 | 2.0 | 10.82 | 11.86 | 0.000 | 0.720 |
| IRON WORKER | | ALL | | 40.750 | 42.750 | 2.0 | 2.0 | 2.0 | 13.20 | 19.09 | 0.000 | 0.350 |
| LABORER | | ALL | | 35.200 | 35.950 | 1.5 | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| LATHER | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| MACHINIST | | BLD | | 43.160 | 45.160 | 1.5 | 1.5 | 2.0 | 7.980 | 8.950 | 0.000 | 0.000 |
| MARBLE FINISHERS | | ALL | | 29.100 | 0.000 | 1.5 | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.660 |
| MARBLE MASON | | BLD | | 39.030 | 42.930 | 1.5 | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.730 |
| MATERIAL TESTER I | | ALL | | 25.200 | 0.000 | 1.5 | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| MATERIALS TESTER II | | ALL | | 30.200 | 0.000 | 1.5 | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| MILLWRIGHT | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| OPERATING ENGINEER | | BLD 1 | | 45.100 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD 2 | | 43.800 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD 3 | | 41.250 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD 4 | | 39.500 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD 5 | | 48.850 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD 6 | | 46.100 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD 7 | | 48.100 | 49.100 | 2.0 | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | FLT 1 | | 51.300 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT 2 | | 49.800 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT 3 | | 44.350 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT 4 | | 36.850 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY 1 | | 43.300 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY 2 | | 42.750 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY 3 | | 40.700 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY 4 | | 39.300 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY 5 | | 38.100 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY 6 | | 46.300 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY 7 | | 44.300 | 47.300 | 1.5 | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| ORNAMNTL IRON WORKER | | ALL | | 40.200 | 42.450 | 2.0 | 2.0 | 2.0 | 12.67 | 14.81 | 0.000 | 0.500 |
| PAINTER | | ALL | | 38.000 | 42.750 | 1.5 | 1.5 | 1.5 | 9.750 | 11.10 | 0.000 | 0.770 |
| PAINTER SIGNS | | BLD | | 32.770 | 36.800 | 1.5 | 1.5 | 1.5 | 2.600 | 2.620 | 0.000 | 0.000 |
| PILEDRIIVER | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

| | | | | | | | | | | | |
|---------------------|---|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| PIPEFITTER | | BLD | 44.050 | 47.050 | 1.5 | 1.5 | 2.0 | 8.460 | 13.85 | 0.000 | 1.820 |
| PLASTERER | | BLD | 39.250 | 41.610 | 1.5 | 1.5 | 2.0 | 10.60 | 10.69 | 0.000 | 0.550 |
| PLUMBER | | BLD | 44.750 | 46.750 | 1.5 | 1.5 | 2.0 | 11.59 | 9.060 | 0.000 | 0.780 |
| ROOFER | | BLD | 37.650 | 40.650 | 1.5 | 1.5 | 2.0 | 7.750 | 6.570 | 0.000 | 0.430 |
| SHEETMETAL WORKER | | BLD | 40.460 | 43.700 | 1.5 | 1.5 | 2.0 | 9.830 | 16.25 | 0.000 | 0.630 |
| SIGN HANGER | | BLD | 28.960 | 29.810 | 1.5 | 1.5 | 2.0 | 4.700 | 2.880 | 0.000 | 0.000 |
| SPRINKLER FITTER | | BLD | 49.200 | 51.200 | 1.5 | 1.5 | 2.0 | 9.250 | 8.050 | 0.000 | 0.450 |
| STEEL ERECTOR | | ALL | 40.750 | 42.750 | 2.0 | 2.0 | 2.0 | 13.20 | 19.09 | 0.000 | 0.350 |
| STONE MASON | | BLD | 39.780 | 43.760 | 1.5 | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.730 |
| TERRAZZO FINISHER | | BLD | 35.150 | 0.000 | 1.5 | 1.5 | 2.0 | 9.200 | 9.070 | 0.000 | 0.430 |
| TERRAZZO MASON | | BLD | 39.010 | 42.010 | 1.5 | 1.5 | 2.0 | 9.200 | 10.41 | 0.000 | 0.510 |
| TILE MASON | | BLD | 40.490 | 44.490 | 2.0 | 1.5 | 2.0 | 9.200 | 8.390 | 0.000 | 0.640 |
| TRAFFIC SAFETY WRKR | | HWY | 28.250 | 29.850 | 1.5 | 1.5 | 2.0 | 4.896 | 4.175 | 0.000 | 0.000 |
| TRUCK DRIVER | E | ALL 1 | 30.700 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | E | ALL 2 | 30.950 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | E | ALL 3 | 31.150 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | E | ALL 4 | 31.350 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | W | ALL 1 | 32.550 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL 2 | 32.700 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL 3 | 32.900 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W | ALL 4 | 33.100 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TUCK POINTER | | BLD | 39.950 | 40.950 | 1.5 | 1.5 | 2.0 | 8.180 | 10.57 | 0.000 | 0.790 |

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)

Pensa (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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; 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 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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).

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

EXHIBIT #2 INSURANCE REQUIREMENTS

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, 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, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

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 to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will **specifically name** the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and the Rise Group LLC as Additional Insured using the ISO CG2010 and CG2047. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

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. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, the Rise Group LLC and others as may be required by the Public Building Commission, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on going and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. 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.

6) Builders Risk

Contractor must provide All Risk Builders Risk Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

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

B. ADDITIONAL REQUIREMENTS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

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

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all 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 officials, officers, or representatives.

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

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

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

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

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

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

Contractor must submit the following at the time of award:

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1538

ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010, CG2037 and the CG 2417

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2012

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).

| | | | |
|--|--|---|--------------------------------------|
| PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173- | | CONTACT NAME: Dorothy Sommers | |
| | | PHONE (A/C, No, Ext): (847) 463-7238 | FAX (A/C, No): (847) 440-9124 |
| | | E-MAIL ADDRESS: dsommers@assuranceagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED IHC CONS-01 IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123 | | INSURER A: Old Republic General Insurance | |
| | | INSURER B: XL Insurance | 19046 |
| | | INSURER C: Hanover Insurance Co. | 10212 |
| | | INSURER D: Illinois Union | 27960 |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 895986304 **REVISION 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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | A5CG98641101 | 10/1/2011 | 10/1/2012 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | A5CA98641101 | 10/1/2011 | 10/1/2012 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | US00007329L11A | 10/1/2011 | 10/1/2012 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | A5CW98641101 | 10/1/2011 | 10/1/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Builders Risk | | RHC844444005 | 10/1/2011 | 10/1/2012 | Limit \$8,738,775 |
| D | Pollution Liability | | G24164822002 | 10/1/2011 | 10/1/2012 | Limit \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: IHC Job #12225 - Onahan Elem School Annex, 8634 W. Raven Street, Chicago, IL 60631

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability and Automobile Liability on a Primary and Non-Contributory basis with respect to operations performed by the Named Insured in connection with this project:
Public Building Commission of Chicago
See Attached...

| | |
|---|---|
| CERTIFICATE HOLDER Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Rm 200 Chicago IL 60602 <i>dk</i> <i>crj</i> <i>2/22/12</i> | CANCELLATION 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 <i>Daniel S. Kjerov</i> |
|---|---|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|----------------------------------|-----------|--|--|
| AGENCY Assurance Agency, Ltd. | | NAMED INSURED IHC Construction Companies, LLC 1500 Executive Drive Elgin IL 60123 | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Board of Education of the City of Chicago
City of Chicago
Rise Group LLC

A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability, Automobile Liability and Workers Compensation policy, when required by written contract.

Public Building Commission of Chicago and IHC Construction Companies, LLC are Named Insured on the Builders Risk policy.

The Board of Education of the City of Chicago is additional insured on the Builders Risk policy.

The Board of Education of the City of Chicago, the City of Chicago, the Rise Group, LLC and the Public Building Commission of Chicago are Additional Insured on the Environmental Impairment/Pollution Liability policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|-----------------------------------|
| WHERE REQUIRED BY WRITTEN CONTRACT. | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT. | |
| Information required to complete this Schedule, if not shown above will be shown in the Declarations. | |

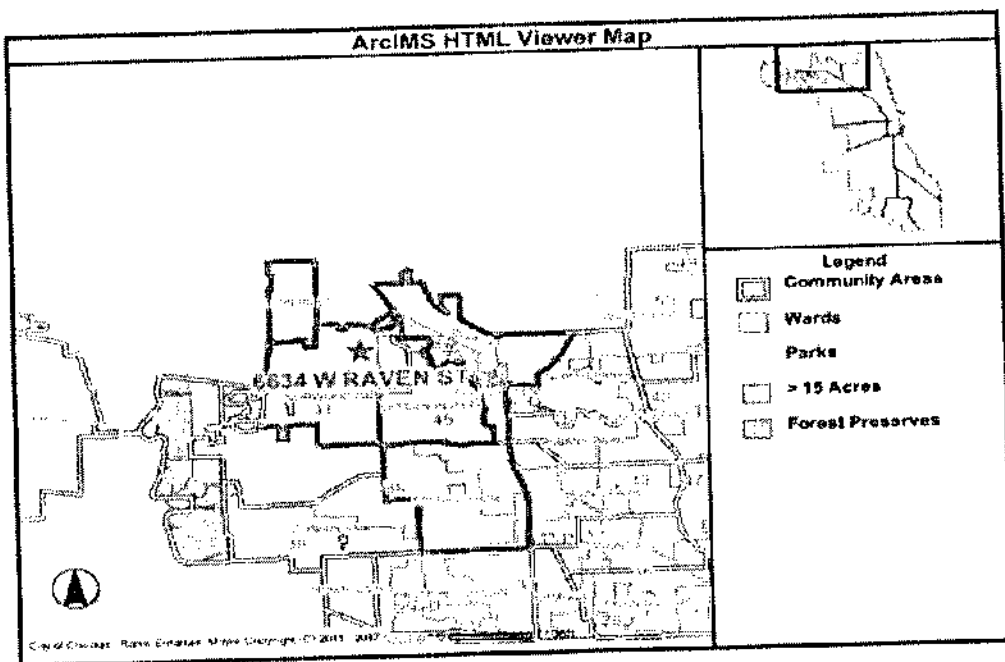
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1538
ONAHAN ELEMENTARY SCHOOL LINKED ANNEX

EXHIBIT # 3 COMMUNITY AREA MAP

Page 1 of 1

Map Output



<https://gisapps.cityofchicago.org/servlet/com.esri.esrimap.Esrimap?ServiceName=overview&ClientVers...> 11/28/2011