

Contractor: Walsh/II-In-One Joint Venture #2
Address: 929 West Adams Street
City/State/Zip: Chicago, Illinois 60607
Phone Number: 312/563-5400
Fax Number: 312/563-5958

TO BE EXECUTED IN DUPLICATE

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

CONTRACT NO. 1319

**New Kennedy King College Campus
Site Remediation, Excavation and Foundation Work at
Building U-740 W. 63rd Street, Building V-747 W. 63rd Street
Building W-6343 S. Halsted Street, Building X-6401 S. Halsted Street
Building Y-6403 S. Halsted Street, Building Z-710 West 65th Street
JC-013**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Kevin S. Gujral
Executive Director**

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

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts (with Community Hiring requirement)" dated March 18, 2002 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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DOCUMENT SUBMITTAL CHECKLIST

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

1. Contractor's Bid
2. Bid Guarantee
3. Administrative Fee
4. Acceptance of the Bid
5. Basis of Award (Award Criteria)
6. Unit Prices
7. Affidavit of Non-Collusion
8. Schedule B – Affidavit of Joint Venture (if applicable)
9. Schedule C – Letter of Intent from MBE/WBE, including current certification letter
10. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
11. Schedule E – Request for Waiver from MBE/WBE Participation
12. Affidavit of Uncompleted Work

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

1. Financial Statement
2. Disclosure Affidavit
3. Affidavit of Local Business, including business license
4. Statement of Bidder's Qualifications

The Contractor is required to submit the following within five (5) days of Notice of Award.

1. _____ Disclosure of Retained Parties (or within 5 business days of bid opening)

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I. PROJECT INFORMATION

A. General Project Information

The following specifications supplement Part IV. "Additional Documents to be Executed" and Part V. "Instructions to Bidders."

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

**New Kennedy King College Campus
Site Remediation, Excavation and Foundation Work
Various Site Locations
JC-013**

2. **General Description of Scope of Work:**

- a) As described in the drawings and specifications perform all the remediation, excavation, earthwork, concrete foundation and flatwork required for each of the New Kennedy King College buildings
- b) This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **User Agency: City Colleges of Chicago**

Commission's Representative's Name, Address, and Phone Number: Gilbane, Riteway Construction Services, Brown & Momen and Louis Jones, J.V., 8550 W. Bryn Mawr Avenue, Suite 500, Chicago, Illinois 60631, Attention: Jerry Kocko, Tel: 773-695-3500 Fax: 773-695-3501

Architect's Name, Address, and Phone Number: Kennedy-King Architects, LLC
224 S. Michigan Avenue, Suite 1400, Chicago, Illinois 60604, 312-453-7640

4. **Commission's Project Managers: Kathy Brown and Jim Gallager**

5. **Ward: 16th and 20th**

6. **City Funded?: Yes**

7. **Do Bidders need to be Pre-Qualified? (see Part V.D. "Pre-Qualification of Bidders" for details): No**

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8. Inspection of Site

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have been discovered by inspection of the Site. Site inspection shall be arranged through **Gilbane, Riteway Construction Services, Brown & Momen and Louis Jones, J.V.**

9. Documents Available from: Cushing and Company, 420 W. Huron St., Chicago IL, 312-266-8228, Attn: Dave Novak

10. Pre-Bid Meeting Date, Time, and Location: Wednesday, September 24, 2003 at 10:00 a.m. in the 2nd Floor Board Room, Richard J. Daley Center, 66 West Washington Street, Chicago, IL 60602

11. Bid Opening Date and Time: Thursday, October 9, 2003 at 2:00 p.m.

12. Amount of Bid Deposit: \$150,000.00

13. Administrative Fee: \$5,000.00

14. Amount of Contingency Fund: \$800,000.00

15. Document Deposit: \$0.00

16. Cost for Additional Documents (per set): \$ 400.00

17. Award of Contract

Attention is called to Part V.Z. "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.

B. Time of Completion

The Work shall be completed within **Two Hundred Ten (210)** Calendar Days upon issuance of the Notice to Proceed. The Work must be completed as follows:

Time of Completion: Mobilization & Permit 45 calendar days

Time of Completion: Building U-210 calendar days

Time of Completion: Building V-210 calendar days

Time of Completion: Building W-150 calendar days

Time of Completion: Building X-150 calendar days

Time of Completion: Building Y-150 calendar days

Time of Completion: Building Z-150 calendar days

***Work at all locations must be performed concurrently so as to reach substantial completion within the calendar days specified for each location after issuance of Notice to Proceed.**

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C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund shall be included in the amount specified above in Part I.A. for the exclusive use of the Commission at its sole discretion. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Contingency Fund shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

D. Time of Completion of Punch List Work

All final Punch List work shall be prosecuted expeditiously and completed, in total, within thirty (30) Days of the date of transmittal to the Contractor.

E. Copies of Drawings and Specifications Furnished

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

F. Liquidated Damages

1. The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
2. The Contractor agrees that said Work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of

Completion of the Work \$1,000.00 per Day

Completion of Punch List Work \$1,000.00 per Day

not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every Day that the Contractor shall be in default after time stipulated in the Contract for completing the Work and/or the Punch List Work.

3. The Commission may recover said liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this

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Contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

4. Completion of the Work, for the purposes of this section only, shall occur upon Substantial Completion of all of the Work required by the Contract Documents. Completion of Punch List Work, for the purposes of this section only, shall occur upon the Architect's acceptance of Punch List Work.

G. Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

1. Insurance To Be Provided By the Contractor

a) Workers' Compensation and Employers Liability

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

b) 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. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and City Colleges of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

c) 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 \$5,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and City Colleges of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

d) Railroad Protective Liability

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When any work is to be done, adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the named of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

e) Contractors Pollution Liability

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

f) Professional Liability

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

g) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages must include but are not limited to the following: collapse, water including overflow, leakage, sewer backup, or seepage, debris removal, and faulty workmanship or materials. The Public Building Commission is to be named as an additional insured and loss payee

The Contractor is responsible for all loss or damage to Commission and City Colleges property at full replacement cost.

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

2. Additional Requirements

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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 the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the 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 coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation 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 certificate must reference the project name and contract number.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives and Chicago City Colleges.

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

Any insurance or self-insurance programs maintained by the Commission and Chicago City Colleges do not contribute with insurance provided by the Contractor under the Contract.

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

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

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. At no additional cost to the PBC, the Owner's Representative, Architect, and other consultants may request to be named as additional insureds to Contractor's policy, and must be responsible for monitoring their additional insured compliance.

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

H. Notices

In accordance with Section 22.05 "Notices," Notices must be addressed as follows:

1. If to the Commission, notices must be addressed to the attention of the **Kathy Brown and Jim Gallagher** with copies to: Gilbane, Riteway Construction Services, Brown & Momen and Louis Jones, J.V. 8550 W. Bryn Mawr Avenue, Suite 500, Chicago, Illinois 60631, Attention: Jerry Kocko
2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: Gilbane, Riteway Construction Services, Brown & Momen and Louis Jones, J.V. 8550 W. Bryn Mawr Avenue, Suite 500, Chicago, Illinois 60631, Attention: Jerry Kocko and the Contractor's Bonding Company

I. Prevailing Wage Rates

Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

J. Community Hiring Requirements and Incentives

This Contract is subject to community hiring requirements and incentives. See Part III "Basis of Award (Award Criteria)" and Section 21.03 "Chicago Residents as Employees" for details.

K. Contractor's Project Manager

Contractor's full-time Project Manager is required at the Site.

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II. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1319 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 1), b) Addenda Nos. (none unless indicated here) No. 1, 2, 3, 4, 5

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book 3), and e) Plans and Drawings.

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

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

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

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

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

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

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

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Building U - 740 W. 63rd Street

BID BREAKDOWN

	DIVISION	\$ AMOUNT
Environmental Remediation		<i>IN Division 2</i>
Sitework/Excavation/Backfill	2	<i>1,330,000.</i>
Concrete	3	<i>800,000.</i>
Steel	5	<i>10,000.</i>
Waterproofing/Sealants	7	<i>25,000.</i>
Plumbing	15	<i>60,000.</i>
Electrical	16	<i>0</i>
Winter Conditions		<i>0</i>
General Conditions		<i>350,000.</i>
Fee		<i>180,000.</i>
SUB-TOTAL		<i>\$ 2,755,000.</i>

*Insert the above Sub-total for Building U on page 19

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Building V - 743 W. 63rd Street

BID BREAKDOWN

	DIVISION	\$ AMOUNT
Environmental Remediation		IN DIVISION 2
Sitework/Excavation/Backfill	2	900,000.
Concrete	3	500,000.
Steel	5	10,000.
Waterproofing/Sealants	7	25,000.
Plumbing	15	60,000.
Electrical	16	0
Winter Conditions		0
General Conditions		250,000.
Fee		140,000.
SUB-TOTAL		\$ 1,885,000.

*Insert the above Sub-Total for Building V on page 19

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Building W - 6343 S. Halsted Street

BID BREAKDOWN

	DIVISION	\$ AMOUNT
Environmental Remediation		IN DIVISION 2
Sitework/Excavation/Backfill	2	1,200,000.
Concrete	3	700,000.
Steel	5	10,000.
Waterproofing/Sealants	7	10,000.
Plumbing	15	0
Electrical	16	0
Winter Conditions		0
General Conditions		300,000.
Fee		160,000.
SUB-TOTAL		\$2,380,000.

*Insert the above Sub-Total for Building W on page 19

PUBLIC BUILDING COMMISSION OF CHICAGO

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Building X - 6401 S. Halsted Street

BID BREAKDOWN

	DIVISION	\$ AMOUNT
Environmental Remediation		IN DIVISION 2
Sitework/Excavation/Backfill	2	200,000.
Concrete	3	150,000.
Steel	5	10,000.
Waterproofing/Sealants	7	10,000.
Plumbing	15	0
Electrical	16	0
Winter Conditions		0
General Conditions		80,000.
Fee		40,000.
SUB-TOTAL		\$ 490,000.

*Insert the above Sub-Total for Building X on page 19

PUBLIC BUILDING COMMISSION OF CHICAGO

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Building Y - 6403 S. Halsted Street

BID BREAKDOWN

	DIVISION	\$ AMOUNT
Environmental Remediation		IN DIVISION 2
Sitework	2	800,000.
Concrete	3	400,000.
Steel	5	10,000.
Waterproofing/Sealants	7	25,000.
Plumbing	15	60,000.
Electrical	16	0
Winter Conditions		0
General Conditions		100,000.
Fee		80,000.
SUB-TOTAL		\$1,475,000.

*Insert the above Sub-Total for Building Y on page 19

PUBLIC BUILDING COMMISSION OF CHICAGO

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Building Z - 710 West 65th Street

BID BREAKDOWN

	DIVISION	\$ AMOUNT
Environmental Remediation		IN DIVISION 2
Sitework	2	300,000.
Concrete	3	150,000.
Steel	5	10,000.
Waterproofing/Sealants	7	10,000.
Plumbing	15	0
Electrical	16	0
Winter Conditions		0
General Conditions		80,000.
Fee		40,000.
SUB-TOTAL		\$ 590,000.

*Insert the above Sub-Total for Building Z on page 19

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Bid Breakdown Summary	\$ AMOUNT
Building U - 740 W. 63 rd Street	\$ 2,755,000.
Building V - 743 W. 63 rd Street	\$ 1,885,000.
Building W - 6343 S. Halsted Street	\$ 2,380,000.
Building X - 6401 S. Halsted Street	\$ 490,000.
Building Y - 6403 S. Halsted Street	\$ 1,475,000.
Building Z - 710 West 65 th Street	\$ 590,000.
Commission's Contingency Fund	\$800,000.00
TOTAL BASE BID including; (Buildings U, V, W, X, Y and Z)	\$ 10,375,000.

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula):

(\$9,958,963.)

BASE CONTRACT PRICE (to be completed by the Commission): Ten Million

Three Hundred Seventy Five Thousand dollars

and no cents ^{00/100} _____ dollars

(\$ 10,375,000.00) gm

PUBLIC BUILDING COMMISSION OF CHICAGO

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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

Edgwick Johnson
Secretary

Ricard M. Hale
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Walsh/II-In-One Joint Venture #2
Contractor Name

929 W. Adams, Chicago, IL 60607
Address

If a Corporation:

By _____

President
Title of Signatory

ATTEST:
By _____

Secretary
Title

CORPORATE SEAL

If a Partnership:

Walsh Construction Company of Illinois
Partner
Robert M. Walsh
II-In-One Contractors, Inc.
Partner

929 W. Adams, Chicago, IL 60607
Address

4344 W. 45th St., Chicago, IL 60632
Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

Subscribed and sworn to before me on this 10th day of October, 2003.

Nancy Steadman
Notary Public Signature
Commission Expires: 02/06/05

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

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C. Corporate Resolution (if a Corporation)

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

II-In-One Contractors, Inc.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on March 6, 2003, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated October 23, 2003 to the Public Building Commission of Chicago, for Contract No. 1319 of said Commission;

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

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

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

President: Oliver B. Fifer

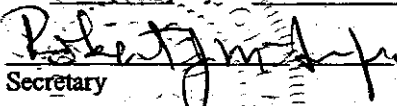
Vice President: _____

Secretary: Robert McGee

Treasurer: _____

Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 10th day of October, 2003.


Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

C. Corporate Resolution (if a Corporation)

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

Walsh Construction Company of Illinois

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on June 2, 2003, 2003, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated October 23, 2003 to the Public Building Commission of Chicago, for Contract No. 1319 of said Commission;

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

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

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

President: Daniel J. Walsh

Vice President: Richard A. Krause

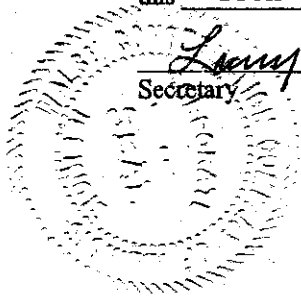
Secretary: Larry J. Kibbon

Treasurer: Larry J. Kibbon

Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 10th day of October, 2003.

Larry J. Kibbon
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

III. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the 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, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>10,375,000.</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>.37</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>153,550.</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>.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>155,625.</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>.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>51,875.</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>.05</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>20,750.</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>31,125.</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>.03</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>3,113.</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>416,038.</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>9,958,963.</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 9,958,963.

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

- a) For each full one (1%) percent deficiency of minority Journeyworkers not utilized – seventeen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 0.1793}{100}$$

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

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

$$\frac{\text{Line 1} \times 0.1693}{100}$$

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 – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 0.1493}{100}$$

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

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

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

6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers
Lathers

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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B. UNIT PRICES

Unit prices provided below in accordance with the provisions of the detailed Specifications may be used as the basis for adjustments to the Contract Price in the event the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the unit prices. Attention is called to Part V. M "Unit Prices" for provisions regarding unit prices.

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Provide IDOT Type CA-1 stone fill per specifications. Quantity to be measured in the field.	\$16.00	1 Cubic Yard
2.	Provide IDOT Type CA-6 stone fill per specifications. Quantity to be measured in the field.	\$34.00	1 Cubic Yard
3.	Provide IDOT Type CA-8 stone fill per specifications. Quantity to be measured in the field.	\$40.00	1 Cubic Yard
4.	Provide off-site engineered fill per specifications. Quantity to be measured in the field.	\$34.00	1 Cubic Yard
5.	Provide sand fill per specifications. Quantity to be measured in the field.	\$34.00	1 Cubic Yard
6.	Provide on-site soil fill material per specifications. Quantity to be measured in the field.	\$26.00	1 Cubic Yard
7.	Load, transport and dispose of excess material off-site.	\$22.00	1 Cubic Yards
8.	Provide lean concrete fill per specifications. Quantity to be measured in place.	\$62.00	1 Cubic Yard
9.	Pre pour, provide 5" sleeve through foundation wall	\$60.00	1
10.	Pre pour, provide 8" sleeve through foundation wall	\$65.00	1
11.	Pre pour, provide 10" sleeve through foundation wall	\$70.00	1
12.	Pre pour, provide 16" sleeve through foundation wall	\$100.00	1
13.	Post pour, provide wall core, 5" sleeve and patch through foundation wall.	\$300.00	1
14.	Post pour, provide wall core, 8" sleeve and patch through foundation wall.	\$325.00	1
15.	Post pour, provide wall core, 10" sleeve and patch through foundation wall.	\$350.00	1
16.	Post pour, provide wall core, 16" sleeve and patch through foundation wall.	\$400.00	1
17.	Remove and dispose of 1000 gallon UST	\$7,500.00	1
18.	Remove and dispose of 3000 gallon UST	\$9,000.00	1
19.	Remove and dispose of 5000 gallon UST	\$11,000.00	1
20.	Excavate and remove off-site contaminated soil. Quantity to be measured in field or converted from tons on semi-truck equal to 1.3 CY's in situ	\$1.00	1 CY
21.	Excavate and remove off-site of inorganic rubble measured in place.	\$50.00	1 CY
22.	Excavate and remove reinforced concrete foundation structures.	\$150.00	1 CY
23.	Excavate and remove stone/masonry foundation structures.	\$85.00	1 CY
24.	Provide Operator & backhoe w/pneumatic jackhammer attachment.	\$275.00	Per/Hr
25.	Provide Operator & backhoe w/bucket.	\$240.00	Per/Hr

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	TYPE OF WORK	\$ AMOUNT	UNIT(S)
26.	Provide 14 yrd truck w/driver	\$ 95.00	Per/Hr
27.	Catch basin or manhole removal and bulkhead	\$400.00	1
28.	Pavement removal and disposal, bituminous roads 3" thick	\$8.00	SY
29.	Pavement removal and disposal, bituminous roads 4" - 6" thick	\$13.50	SY
30.	Concrete curb removal and disposal	\$3.00	LF
31.	Sidewalk removal and disposal, 4" concrete	\$12.00	SY
32.	Pipe removal, sewer/water with excavation, 12" diameter	\$6.00	LF
33.	Pipe removal, sewer/water with excavation, 15" diameter	\$8.00	LF
34.	Pipe removal, sewer/water with excavation, 18" diameter	\$12.00	LF
35.	Excavate for interior foundation wall	\$28.00	1 CY
36.	Provide engineered backfill for interior foundation wall	\$35.00	1CY
37.	Provide interior foundation wall and reinforcing steel	\$600.00	1 CY
38.	Provide sheeting to a depth of 10 feet	\$80.00	LF
39.	Provide sheeting from 11 feet to a depth of 20 feet	\$150.00	LF
40.	Provide sheeting from 21 feet to a depth of 30 feet	\$500.00	LF
41.	Provide sheeting from 31 feet to a depth of 40 feet	\$600.00	LF

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

IV. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Noncollusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Daniel J. Walsh, being first duly sworn, deposes and says that:

(1) He/She/It

(Owner, Partner, Officer, Representative or Agent) of
Walsh Construction Company of Illinois / II-In-One Contractors, Inc.
the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed) Daniel J. Walsh
President
(Title)

Subscribed and sworn to before me this 10th day of October 20 03

Nancy Steadman
Notary

(Title)
My Commission expires: 02/06/05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

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

1. Name of joint venture Walsh/II-In-One Joint Venture #2
2. Address of joint venture 929 West Adams St.
Chicago, Illinois 60607
3. Phone number of joint venture 312/563-5400
4. Identify the firms that comprise the joint venture
Walsh Construction Company of Illinois
II-In-One Contractors, Inc.
 - 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.)
See Attached Joint Venture Agreement + gc work
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
Millennium B, F & G
South L.S.D. - 23rd to Oakwood - CDOT #B-1-420
South L.S.D. - Oakwood to 56th - CDOT #B-1-430
South L.S.D. - 56th to 67th - CDOT #B-1-440
5. Nature of joint venture's business
General Contractors
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? 30 %
8. Specify as to:
 - A. Profit and loss sharing 30% II-In-One %
 - B. Capital contributions, including equipment To Be Determined %
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
None
 - D. Describe any loan agreements between joint venturers, and identify the terms thereof.
None

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

Larry Kibbon, Sec'y/Treasurer - Walsh

Oliver Fifer, President - II-In-One

B. Management decisions such as:

1) Estimating

Richard Krause, VP - Walsh Construction Company of Illinois

Oliver Fifer, President - II-In-One

2) Marketing and Sales

Richard Krause, VP - Walsh Construction Company of Illinois

Oliver Fifer, President - II-In-One

3) Hiring and firing of management personnel

Richard Krause, VP - Walsh Construction Company of Illinois

Oliver Fifer, President - II-In-One

4) Other

Richard Krause, VP - Walsh Construction Company of Illinois

Oliver Fifer, President - II-In-One

C. Purchasing of major items or supplies

Richard Krause, VP - Walsh Construction Company of Illinois

Bob McGee, Sec'y - II-In-One

D. Supervision of field operations

Richard Krause, VP - Walsh Construction Company of Illinois

Bob McGee, Sec'y - II-In-One

E. Supervision of office personnel

Richard Krause, VP - Walsh Construction Company of Illinois

Bob McGee, Sec'y - II-In-One

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.

Larry Kibbon, Sec'y/Treasurer, Walsh Construction Company of Illinois

will be keeping the books and have financial control of the joint venture.

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.

Carpenters - Joint Venture, Laborers - Joint Venture,

Iron Workers - Joint Venture

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

None

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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.

II-In-One Contractors, Inc.

Name of Joint Venturer

Oliver B. Fifer
Signature

Oliver B. Fifer

Name

President

Title

October 30, 2003

Date

State of Illinois County of Cook

On this 30th day of October, 20 03

before me appeared (Name)

Oliver B. Fifer

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)

Walsh/II-In-One JV #2

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

Nancy Steadman
Notary Public

Commission expires: 02/06/05
(SEAL) OFFICIAL SEAL
NANCY STEADMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/06/05

Walsh Construction Company of Illinois

Name of Joint Venturer

Daniel J. Walsh
Signature

Daniel J. Walsh

Name

President

Title

October 30, 2003

Date

State of Illinois County of Cook

On this 30th day of October, 20 03

before me appeared (Name)

Daniel J. Walsh

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)

Walsh/II-In-One JV #2

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

Nancy Steadman
Notary Public

Commission expires: 02/06/05
(SEAL) OFFICIAL SEAL
NANCY STEADMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/06/05

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: Kennedy King College - Site Remediation, Excavation and Foundation Work

Project Number: Contract No.: 1319

FROM:

II-In-One Contractors, Inc.
(Name of MBE or WBE)

MBE WBE

TO: Walsh Construction Company of Illinois

_____ and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/3/03. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Joint Venture Partner

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

30% OF CONTRACT

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

10 % 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.

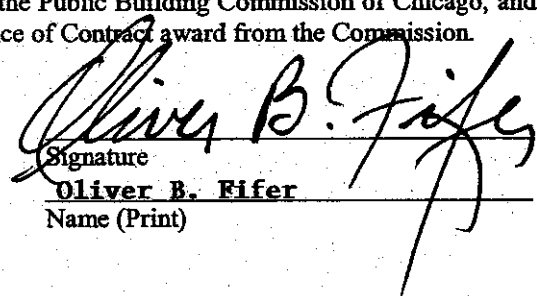
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

II-In-One Contractors, Inc.
Name of MBE/WBE Firm (Print)
October 10, 2003

Date
312/563-5400

Phone



Signature
Oliver B. Fifer
Name (Print)

IF APPLICABLE:

By:

II-In-One Contractors, Inc.
Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

October 3, 2003

Oliver B. Fifer
II In One Contractors, Inc.
4344 W. 45th Street
Chicago, Illinois 60632

Dear Mr. Fifer:

On September 10, 2003, we received your application to the City of Chicago for continued eligibility as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE). As a courtesy, this 'temporary' letter extends your current certification for 60 days from your annual expiration date of September 30, 2003, or until your new certification letter is received.

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

Sincerely,

A handwritten signature in black ink that reads "Leon Moore, Jr." with a stylized flourish at the end.

Leon Moore
Assistant Director of Certification

LM/ak

RECEIVED
OCT 14 2003

NEIGHBORHOODS
Alive!
A simple line drawing of several houses of varying heights and styles.
BUILDING CHICAGO TOGETHER





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Oliver B. Fifer, President
II In One Contractors, Inc.
4344 West 45th Street
Chicago, Illinois 60632

2nd ANNIVERSARY

Certification Effective: **October 31, 2002**
Certification Expires: **September 30, 2007**
Annual Affidavit Certificate Expires: **September 30, 2003**

Dear Mr. Fifer:

We have received your request for an expansion of your current certification with the City of Chicago.

On the basis of our review of your request and supporting documentation, an **expansion of certification** has been granted to include **Masonry Contractor**. The expansion of certification will expire on **September 30, 2003**, the Re-validation date of your current certification.

Your firm's name will continue to be listed in the next edition of the City's Directory of Certified Disadvantaged Business Enterprise Minority Business Enterprises and Women Business Enterprises. Your certification status and area of specialty, as amended to incorporate your expansion, will be listed as follows:

**Masonry Contractor; Reinforcing Steel Placement;
Concrete Construction; Steel Erection; Carpentry
Services; Construction Management and Excavation**

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

Your firm's participation on City contracts will be credited only toward 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, Women and Disadvantaged Business Program.

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

EJG/dls

Expansion granted (3/17/03)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID

Name of Project: KENNEDY-KING COLLEGE

Project Number: _____

FROM:

LUISE INC
(Name of MBE or WBE)

MBE _____ WBE X

TO:

WALSH CONSTRUCTION and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

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

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

Truckin of special waste soil off site
HARLING

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

\$540,000.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1319

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 work is to 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 (5) working days of receipt of a notice of Contract award from the Commission.

By:

LUISE INC
Name of MBE/WBE Firm (Print)
10-23-03
Date
708-615-0771
Phone

Luise Garcia
Signature
LUISE GARCIA
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall, Room 403
21 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Lulse Garcia, President .
Lulse, Inc.
1107 South Mannheim Drive
Westchester, Illinois 60154

Re: **2nd ANNIVERSARY CERTIFICATION**
Certification Effective: February 6, 2003
Certification Expires: November 30, 2007
Annual Affidavit Certificate Expires: November 30, 2003

Dear Ms. Garcia:

Congratulations on your continued eligibility for certification as a DBE/WBE by the City of Chicago. Re-validation of Lulse, Inc.'s certification is required by November 30, 2003.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. *Please note that you must include a copy of your most current Corporate Federal Tax Returns.* Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Intrastate and Interstate Trucking Services

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

Thank you for your continued interest in the City's Minority, Women and Disadvantaged Business Enterprise Programs.

Very truly yours,

Eric J. Griggs
Deputy Procurement Officer

EJG/emc





Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

August 22, 2003

CERTIFIED-RETURN RECEIPT REQUESTED

RE: Illinois Unified Certification Program (IL UCP)

Luise Garcia
Luise, Inc.
1107 S. Mannheim
Westchester, IL 60154

Dear Luise Garcia:

This letter serves to inform you that effective September 1, 2003, the IL UCP will be implemented. The participating agencies are IDOT, City of Chicago, CTA, Metra and Pace. The host agency for your firm has been determined, and it is the Illinois Department of Transportation (IDOT). As of September 1, 2003, all future No Change Affidavits and Certification Renewals must be submitted to and processed by IDOT.

Your firm name will appear in the IL UCP Directory. Participation on US DOT-assisted contracts will only be credited toward the DBE goal in your firm's specific area of certification/specialty. Credit for participation in additional specialty areas requires verification of resources, expertise and support documentation as well as **prior approval**.

The directory can be accessed via the Internet at www.dot.state.il.us/ucp/ucp.html or by contacting IDOT's Bureau of Small Business Enterprise (bureau).

If at any time there is a change in ownership or control of your firm, you must notify the bureau in writing within 30 days of such occurrence. Failure to report any of these changes may result in the revocation of your certification as set forth by Title 49 Part 26.109(c) of the Code of Federal Regulations.

Please direct all inquiries and questions to the bureau's Certification Section at (217) 782-5490.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Carol Lyle'.

Carol Lyle, Acting Bureau Chief
Small Business Enterprises



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

July 30, 2003

CERTIFIED-RETURN RECEIPT REQUESTED

Certification Effective: 06/24/2003
Certification Expires: 07/01/2008

Luise Garcia
Luise, Inc.
1107 S. Mannheim
Westchester, IL 60154

Dear Luise Garcia:

The Illinois Department of Transportation (IDOT) is pleased to notify you that your firm has been certified as a Disadvantaged Business Enterprise (DBE) for the period shown above. This certification entitles your firm to participate in IDOT's DBE program.

On the anniversary of your certification, you must provide information which affirms that there have been no changes in the firm's circumstances affecting its ability to meet size requirements, disadvantaged status, ownership, or control requirements or any material changes in the information provided in the certification application.

At any time there is a change in the ownership or control of your firm, you are required to immediately notify the Bureau of Small Business Enterprises' Certification Section and submit the necessary documentation reflecting the change. Failure to provide this information may be grounds for a denial based on a failure to cooperate, pursuant to 49 CFR 26.109(c). Certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations.

Your firm's name will appear in the next edition of IDOT's Disadvantaged Business Enterprise Directory. This directory is used by IDOT's prime contractors, as well as other agencies, to solicit participation of DBE firms.

Please note:

- For work to count toward the DBE goal, the DBE firm must perform a "commercially useful function," which is defined as being responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

Name of Project: **Kennedy King College - Site Remediation, Excavation
and Foundation Work**

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

Walsh/II-In-One Joint Venture #2

Name of General Contractor
whose address is

929 West Adams St.

in the City of **Chicago**, State of **Illinois**

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
II-In-One Contractors	JOINT VENTURE PARTNER	\$ 30% OF BID	\$
LUISE	EXCAVATION	\$	\$ 540,000.
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 30% OF BID	\$ 540,000.
Percent of Total Base Bid		30% %	OVER 5% %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

SUB-SUBCONTRACTING LEVELS

10 % 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.

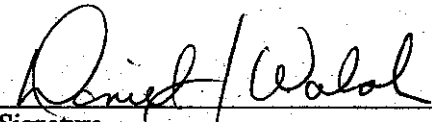
By:

Walsh Construction Company of Illinois

Name of Contractor (Print)
October 10, 2003

Date
312/563-5400

Phone


Signature
Daniel J. Walsh
Name (Print)

IF APPLICABLE:

By:

II-In-One Contractors, Inc.

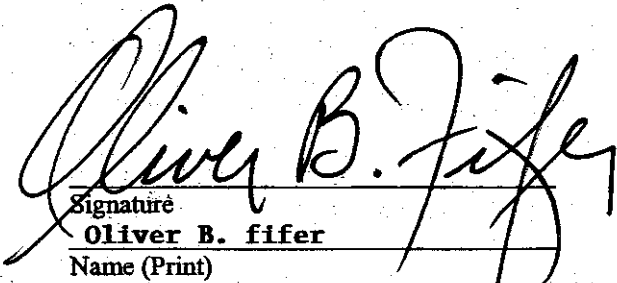
Joint Venture Partner (Print)
October 10, 2003

Date

773/847-2100 phone

Phone/FAX

773/847-4501


Signature
Oliver B. fifer
Name (Print)
MBE WBE Non-MBE/WBE

JOINT VENTURE AGREEMENT

THIS AGREEMENT, made and entered into this *10th* day of *October, 2003*, by and between *Walsh Construction Company of Illinois and II-in-One Contractors*, hereinafter called the Parties.

WITNESSETH:

WHEREAS, *The Public Building Commission of Chicago*, hereinafter called the Owner, has advertised for bids for the construction of the *Kennedy King College Campus Excavation*, hereinafter called the Project, on which bids are to be submitted on or about October 23, 2003; and

WHEREAS, the Parties hereto have agreed to form a joint venture to submit a joint bid for and, if possible, to obtain a contract with the Owner for the performance of such work; and

WHEREAS, the Parties desire to enter into a joint venture agreement in order to fix and define between themselves their respective responsibilities, interests and liabilities in connection with the submission of such bid and the performance of such construction contract in the event it is awarded to them.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties hereby agree to constitute themselves as joint venturers for the purpose of submitting a joint bid to the Owner for the performance of the construction contract hereinbefore described, and for the further purpose of performing and completing such construction contract

in the event that it is awarded to them on such joint bid, and the Parties hereby agree that such bid shall be filed and such construction contract , if awarded to them, shall be performed and completed by them as a joint venture subject to the following terms and conditions:

(1) The bid shall be filed and the construction contract, if awarded to the Parties hereto, shall be entered into in the names of the Parties as joint venturers, and the obligations of the Parties under such bid and construction contract shall be joint and several. Such construction contract, if awarded to the Parties hereto on their joint bid, shall be carried out and performed by them in the name of *Walsh/II-in-One Joint Venture #2* and all money, equipment, materials, supplies and other property acquired by the joint venture shall be held jointly in that name.

(2) Except as otherwise provided in paragraphs (3) and (12) hereof, the interests of the Parties in any profits an their respective shares in any losses and liabilities that may result from the filing of such bid and/or the performance of such construction contract, and their interests in all property and equipment acquired and all money received in connection with the performance of said construction contract shall be as follows:

Walsh Construction Company of Illinois	70%
II-in-One Contractors	30%

This percentage figure shall be referred to hereinafter in the Party's percentage of participation.

It is the intention of this agreement, and the Parties hereby agree, that in the event of any losses arising out of or resulting from the submission of said bid and/or the performance of said construction contract, each party hereto shall assume and pay the share of such losses that is

equal to its percentage of participation. If for any reason, a party hereto sustains any liabilities or is required to pay any losses arising out of or directly connected with the submission of such bid and/or the performance of the construction contract, or the execution of any surety bonds or indemnity agreements in connection therewith, which are in excess of its percentage of participation, the other party or parties shall reimburse such party in such an amount or amounts as the losses paid and liabilities assumed by such party exceed its percentage or participation in the joint venture, so that each member of the joint venture will then have paid its proportionate share of such losses to the full extent of its percentage of participation. To that end each of the Parties hereto agrees to indemnify the other party or parties against, and to hold the other party or parties harmless from, any and all losses of said joint venture that are in excess of such other party's percentage of participation. Provided, however, that the provisions of this subparagraph shall be limited to losses that are directly connected with, or arise out of the submission of, such bid and/or the performance of said construction contract and the execution of any bonds or indemnity agreements in connection therewith, and shall not relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by a party hereto.

(3) The Parties shall from time to time determine, in the manner set forth in paragraph (8), the amount of working capital required to carry out and perform said construction contract. Each party shall contribute the percentage of such working capital that is equal to its percentage of participation whenever requested to do so. Such contribution shall be made within ten (10) days after requested therefore. In the event of a failure of a party to promptly contribute its share of working capital in the amounts and by the date by the Policy Committee:

(a) The defaulting party's share of the profits of the joint venture shall be decreased, and the shares of the other parties shall be increased proportionately, so that the respective interests of the Parties in the profits shall be in the same proportion as the amounts of working capital actually furnished, but in no event shall the share of any party in any losses resulting from the performance of the contract be reduced or modified. Reduction in a defaulting party's share of the profits and increases in the shares of the other parties shall be calculated as of the time of each default in contributions and as of the time of excess contributions by the other parties. The percentage of which defaulting party's share of profits has been so reduced will not be reinstated; however, the profit shares as so adjusted may be further adjusted to reflect any subsequent default of excess contribution.

(b) The defaulting party shall pay default interest with respect to its uncontributed share, at the rate per year of five percent (5%) above the prime rate of interest charged from time to time by the *Harris Bank of Chicago* (but not exceeding the maximum allowed by law). The payments shall be made to the joint venture for the account of the non-defaulting parties in proportion to their excess contributions, shall be compounded annually and shall continue until such time as all contributions capital and working funds have been repaid or until final settlement of the joint venture accounts, whichever, occurs first. Upon final statement of the joint venture accounts, any unpaid share of the working capital, including all interest above described, shall be deducted from any distributions due the defaulting party, and if such amounts due the defaulting party are insufficient, the defaulting party shall, on written demand of the non-defaulting parties, pay such insufficient amount to the joint venture for the account of the non-defaulting parties; however, that the non-defaulting parties shall be entitled to receive the greater of the interest above described on their excess contribution of the amount by which their shares

of any profits were proportionately increased, as described in subparagraph (3a) above, but not both.

(c) The defaulting party shall have no representatives on the Polity Committee and shall have no right to participate in the affairs of the joint venture until either (i) all of the defaulted contributions and default interest have been paid to the joint venture, or (ii) distributions to the non-defaulting parties have included repayment of all the excess contributions and payment of all default interest. Any distributions of contributed capital to a defaulting party shall first be applied to the payment of the default interest due the non-defaulting parties, then to the payment of party's uncontributed share to the accounts of the non-defaulting parties who made excess contributions before any distributions of contributed capital are paid to the defaulting party.

(4) All contributions to the joint working fund made by the Parties hereto and all other funds received by the joint venture in connection with the performance of said construction contract shall be deposited in an account or accounts in such bank or banks as the Parties may designate which shall be made in such form and by such persons as the Parties may designate which shall be separate from any of the bank accounts now maintained by any party. Withdrawals of such funds may be made in such form and by such persons as the Parties may from time to time direct. All persons authorized to draw against the funds of the joint venture shall be bonded in such company or companies and in such amounts as the Parties may determine. All decisions by the Parties pursuant to this paragraph shall be made in the manner provided for in Paragraph (8).

(5) The Parties shall from time to time execute such bonds and indemnity agreements, including applications therefore, and other documents and papers as may be necessary in connection with the submission of said joint bid for, and the performance of, such construction contract. Provided, however, that the liability of each of the Parties hereto under any agreements to indemnify a surety company or surety companies shall be limited to the percentage of the total liability assumed by the Parties hereto under such agreements that is equal to the party's percentage of participation in this joint venture.

(6) Separate books of account shall be kept of the transactions of the joint venture. A party to this joint venture may inspect such books at such times and by such persons as the Parties may direct or upon the written request of a party and copies of the audit reports shall be furnished to each party. Upon completion of the construction contract, a final audit shall be made and copies of such audit report shall be furnished to each of the Parties. If the managing party uses a data processing system for such services as accounting, payroll and tabulating work, then the managing party shall charge the joint venture a reasonable fee for the use of this system.

(7) At the time of final completion of the construction contract and distribution of forms as provided in paragraph (14) hereof an amount equal to 4 percent of the total contract cost (including the performance costs of all change orders and modifications) shall be set aside and deducted from the amount if any, otherwise available for distribution. This sum shall then be distributed to the Managing Partner hereof as compensation to each party for the furnishing and performance of such general and administrative services. Such payment shall be in addition to such parties' interest in any profits of the joint venture as set forth in paragraph (3) hereof.

(8) The management of this joint venture shall be conducted pursuant to policy established by the Parties. For the purpose of providing a forum for the exercise of such management rights and for the further purpose of utilizing the knowledge and engineering and planning talents of all parties hereto, there is hereby established a "Policy Committee" which shall determine general policy and handle other matters requiring joint attention of the Parties. Each party shall delegate a representative to serve on the Policy Committee who shall have the authority to act for the party on all matters of interest to it with respect to its participation in the joint venture. The Parties, acting through their Policy Committee representatives, shall determine the policy for the management of the joint venture by majority vote and, as used in this agreement, a "majority vote" is defined to be any figure greater than one-half of the votes cast by the parties in regard to the matter being voted upon. Except as provided in paragraphs (3) and (12), each party shall have a voice in the Policy Committee and management of the joint venture equal to its percentage of participation. For such purpose each party is assigned the following number of votes and hereby designates the following representatives to exercise such votes:

<u>Party</u>	<u>Votes</u>	<u>Representatives</u>
Walsh Construction Co. of IL	7	Daniel J. Walsh Richard A. Krause
II-in-One Contractors	3	Oliver B. Fifer Robert McGee

Each party hereto may, at any time, substitute an alternate in place of any of its above-named representatives:

The Policy Committee shall have the following powers:

- (a) To determine the time and place of holding its meeting and to establish procedures for conducting its affairs.
- (b) To determine and to act upon the various matters, expressly or implied contained in other paragraphs of this agreement, which required decision by the Policy Committee.
- (c) To determine and to act upon any other matters of joint interest to, or requiring prompt action by, the Parties hereto.
- (d) To determine rental rates not specifically set forth herein for equipment owned by the Parties hereto and made available for use on this project. Any equipment owned by others will be invoiced to joint venture actual rental costs.

Except to the extent hereinafter stated, the salaries and expenses of each member of the Committee shall be borne by the party hereto whom the member has been designated to represent, and shall not be an expense to the joint venture. The joint venture shall, however, pay or reimburse travel expenses actually expended by Committee members and/or alternates for attendance at meetings regularly scheduled or called by the Policy Committee.

Notwithstanding other provisions herein, insurance coverages and limits shall be subject to the approval of the parties.

- (9) Authority to act for and bind the parties to this joint venture in connection with all or any part of the performance of said construction contract may from time to time be

delegated by majority vote of the Policy Committee to any of the Parties and to any individual or individuals.

(a) *Walsh Construction Company of Illinois* is hereby designated as the managing party, subject, however, to the superior authority and control of the Policy Committee.

As such managing party, said *Richard A. Krause* shall have direct charge over and supervision of all matters necessary to and connected with the performance of said contract, except as otherwise provided herein.

(b) Any delegation of authority to any one of the Parties or to any individual or individuals, including the designation herein of the managing party, may be revoked by majority vote of the Parties.

(10) No Party hereto nor any other person shall have authority to act for or bind the other parties to this agreement by any act or agreement except in connection with the submission of the bid and/or the performance of said construction contract, and then only pursuant to authority delegated according to the provisions of paragraph (9) above.

(11) The interests and rights of a party in the construction contract herein before described, and as a member of this joint venture shall not be transferable or assignable without written consent of the other parties, except that a party may assign its share in any money to be received by it from the joint venture for the purpose of obtaining a loan or loans from any bank or other lending agency.

(12) If a party hereto shall dissolve, become bankrupt or insolvent, or commit any act of bankruptcy, or take advantage of any bankruptcy, reorganization, composition or arrangement statute, then from and after such date such party (referred to herein a "insolvent party") or its legal representatives, shall have no further voice in the performance of said construction contract or in the management of the joint venture. All acts, consents and decisions with respect to the performance by the remaining party of parties. The participation of the insolvent party, or its representatives in the profits of the joint venture shall be as set forth in subparagraphs (3)(a) and (3)(b) of this agreement for a defaulting party but the insolvent party and its representatives shall be charged with, agreement for a defaulting party but the insolvent party and its representatives shall be charged with, and shall be liable for, any and all losses that may be suffered by the joint venture under said construction contract, or any additions or supplements thereto or modifications thereof, to the full extent of the insolvent party's percentage of participation set forth in paragraph (2) above and any default interest due the non-defaulting parties to the full extent of the provisions set forth in paragraph (3) above.

(13) No payment shall be made by the joint venture to a party hereto in reimbursement of expenses incurred by such party in connection with the preparation of the bid for and securing the award of the construction contract.

(14) The Parties may determine from time to time during the life of the contract that some of the joint assets held and acquired by the joint venture may be divided among or paid to the Parties, as the case may be, in accordance with their respective interests and shares in same, as hereinbefore provided. It is, however, understood and agreed that for federal and state income

tax purposes gain or loss shall be reported under the completed contract method of accounting and no distribution of cash in excess of the Parties' tax basis in the joint venture shall be made during the life of the contract. In the event any of the parties desires funds in excess of its tax basis, it may request a loan from the joint venture to be repaid no later than upon completion of the contract work. The Parties shall be empowered to make such loans as they deem proper at market interest rates and as determined by the Parties. Upon the consummation and completion of the construction contract, the remaining assets of the joint venture and the profits or losses accrued in the performance of the construction contract shall be divided in accordance with their respective interests, as hereinbefore provided. When final disposition and distribution of all assets and/or liabilities has been made, this agreement shall terminate; provided, however, that if claims of any nature or legal action of any type are brought against the joint venture or any of the Parties hereto at any time after the distribution of said assets and/or liabilities, by any party not privy to this joint venture agreement, and such claims and/or legal action relate to or arise out of this agreement, the performance of the construction contract and/or the work product thereof, this agreement shall be considered to have remained in full force and effect and the rights and obligations of the Parties hereto with respect to the resolution of such matters be determined by this joint venture agreement, the passage of time notwithstanding. This agreement shall also terminate in the event that the construction contract described herein is not awarded to the Parties hereto.

(15) The Parties shall, prior to the sale or distribution of any equipment or other assets, mutually agree upon the valuation and method of distribution of the equipment or asset involved.

(16) It is the intent of the Parties hereto that the joint bid contemplated and provided for herein shall be satisfactory and acceptable to each of the Parties. If all the Parties are unable to agree upon a joint bid, this joint venture shall terminate.

(17) This agreement is entered into for the purpose of submitting a joint bid for the construction contract described herein and performing such construction contract and any additions thereto and modifications thereof and for no other purpose. It shall not be interpreted or construed so as to create any permanent partnership or permanent joint venture and shall not limit the Parties in their right to carry on their individual businesses for their own benefit.

(18) This contract shall be governed and construed pursuant to the laws of the State of Illinois.

(19) In the event that any part, term or provision of the contract is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

(20) This agreement is binding upon the heirs, personal representatives, assigns and successors of the Parties hereto.

IN WITNESS WHEREOF, the Parties caused this joint venture agreement to be executed by their duly authorized officers and agents effective the day and the year first written.

II-in-One Contractors

Walsh Construction Company of Illinois

By Oliver B. Fife

By Quinn Walsh

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1319

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

N/A

Kevin S. Gujral, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gujral:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.8, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 23.01.8. 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 23.01.8 as follows:

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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	GRADUATE SCHOOL OF BUSINESS	LAKE SHORE DRIVE JACKSON PARK	UNIV. OF ILL. CHI. CIRCLE UNIV. VILLAGE	METRA BRIDGE	SOUTH PARK PLAZA	
Contract With	TURNER CONSTRUCTION	WALSH/IN ONE RITEWAY	LINN-MATHES CONST. CO	WALSH CONSTRUCTION	WALSH CONSTRUCTION	
Estimated Completion Date	JUNE, 2004	DEC., 2003	NOV., 2004	JAN., 2005	DEC., 2004	
Total Contract Price	6,390,000. ⁰⁰	3,300,000. ⁰⁰	1,200,000. ⁰⁰	1,900,000. ⁰⁰	950,000. ⁰⁰	13,740,000. ⁰⁰
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor	1,400,000. ⁰⁰	550,000. ⁰⁰	1,150,000. ⁰⁰	1,500,000. ⁰⁰	950,000. ⁰⁰	5,500,000. ⁰⁰
TOTAL VALUE OF ALL WORK						29,067,668.⁰⁰

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			150,000. ⁰⁰			150,000. ⁰⁰
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)		450,000. ⁰⁰				450,000. ⁰⁰
Miscellaneous Concrete	1,300,000. ⁰⁰	75,000. ⁰⁰	750,000. ⁰⁰		750,000. ⁰⁰	2,875,000. ⁰⁰
Fireproofing						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

	1	2	3	4	Awards Pending	TOTALS
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
HIGHWAY STRUCT.						
REBAR PLACEMENT	100,000. ⁰⁰	25,000. ⁰⁰	250,000. ⁰⁰	1,500,000. ⁰⁰	950,000. ⁰⁰	2,075,000. ⁰⁰
TOTALS	1,400,000. ⁰⁰	550,000. ⁰⁰	1,150,000. ⁰⁰	1,500,000. ⁰⁰	950,000. ⁰⁰	5,550,000. ⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

NONE

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.

	5	6	7	8	TOTAL	ACCUMULATED TOTAL
Project	LAKE SHORE DRIVE BURNHAM Pk.	SKYWAY 014 106 TH ST.	SKYWAY 013 RIVER BRIDGE	SKYWAY 012 WEST APPROACH		
Contract With	WALSH / II IN ONE RITEWAY	WALSH / II IN ONE RITEWAY	WALSH / II IN ONE RITEWAY	WALSH / II IN ONE RITEWAY		
Estimated Completion Date	Nov., 2003	Dec., 2003	Dec., 2003	Dec., 2003		
Total Contract Price	5,100,000. ⁰⁰	677,725. ⁰⁰	5,120,867. ⁰⁰	4,429,076. ⁰⁰	15,327,668. ⁰⁰	29,067,668. ⁰⁰
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor	30,000. ⁰⁰	165,000. ⁰⁰	1,280,000. ⁰⁰	1,100,000. ⁰⁰	2,575,000. ⁰⁰	8,125,000. ⁰⁰
TOTAL VALUE OF ALL WORK						29,067,668. ⁰⁰

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.

	5	6	7	8	TOTAL	ACCUMULATED TOTAL
Earthwork						150,000. ⁰⁰
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bidg Construction)	30,000. ⁰⁰				30,000. ⁰⁰	480,000. ⁰⁰
Miscellaneous Concrete						2,875,000. ⁰⁰
Fireproofing						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

	5	6	7	8	TOTAL	ACCUMULATED TOTAL
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
HIGHWAY STRUCT.			500,000. ⁰⁰	400,000. ⁰⁰	900,000. ⁰⁰	900,000. ⁰⁰
REBAR PLACEMENT		165,000. ⁰⁰	780,000. ⁰⁰	700,000. ⁰⁰	1,645,000. ⁰⁰	3,720,000. ⁰⁰
TOTALS	30,000. ⁰⁰	165,000. ⁰⁰	1,280,000. ⁰⁰	1,100,000. ⁰⁰	2,575,000. ⁰⁰	8,125,000. ⁰⁰

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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.

	5	6	7	8	TOTAL
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

~~NONE~~

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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.

Oliver B. Fifer
Signature

OCT. 22, 2003

Date

OLIVER B. FIFER
Name (Type or Print)

PRESIDENT

Title

WALSH / II IN ONE JV #2
Bidder Name

929 W. ADAMS ST.
Address

CHICAGO, ILL. 60607
City State Zip

Subscribed and sworn to before me
this 22nd day of October, 20 03

Nancy Steadman
Notary Public (SEAL)

Commission expires: 02/06/05



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1319

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 LISTING"				
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						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED April 23, 2003

	1	2	3	4	5	6
COUNTY AND	MIDWAY	WACKER DRIVE	Wacker Drive	S. LAKE SHORE DR.	WACKER DRIVE	I-70
SECTION NO	AIRSIDE PVT	CONTRACT A	CONTRACT B	JACKSON PARK	CONTRACT C	CLARK COUNTY, IL
CONTRACT WITH	CDOT	CDOT	CDOT	CDOT	CDOT	IDOT
EST COMPLETION DATE	12/03	10/31/02	10/31/02	03/30/03	05/31/03	10/31/02
CONTRACT PRICE	80,506,000	78,482,000	44,942,000	12,120,000	59,100,000	76,542,000
UNCOMPLETED \$\$ PRIME	17,311,000	6,303,000	3,175,000	1,499,000	10,642,000	2,463,000
UNCOMPLETED \$\$ AS SUB	NONE	NONE	None	None	None	None

**PART II. AWARDS PENDING & UNCOMPLETED WORK TO BE DONE
WITH YOUR OWN FORCES**

EXCAVATION/GRADING	1,780,000			379,000		
PC CONCRETE PAVING	5,891,000					
BITU HOT MIX SURF						
BITU AGGREGATE MIX						
CG BASES/SURFACE	4,050,000					
HWAY-RR STRUCTURES		852,000	0		1,852,000	
DRAINAGE	758,000	0	0	0	0	
PILING/SHORING						
DEMOLITION	1,540,000					
MISC CONCRETE WORK		438,000	158,000		67,000	281,000
SITE WORK	437,000	385,000	0	302,000	47,000	390,000
ARCHITECTURAL		1,930,000	225,000		990,000	
TRAFFIC CONTROL	185,000					152,000
ROADWAY SIGNING						
PAINTING			228,000		45,000	
BARRIER WALLS	0					
NOISE WALLS						
ALLOWANCES						
PRECAST WALLS						
BUILDINGS/MISC/GENL		1,850,000	482,000		613,000	683,000
TOTALS	14,841,000	5,455,000	1,093,000	681,000	3,614,000	1,506,000

PART III. WORK SUBCONTRACTED TO OTHERS

	1	2	3	4	5	6
SUBCONTRACTOR	Midwest Fence	ALDRIDGE	BIGANE PAVING	ALDRIDGE	BIGANE	CHAMPAIGN ASPH
TYPE OF WORK	FENCING	ELECTRICAL	ASPHALT	ELECTRICAL	ASPHALT	ASPHALT
SUBCONTRACT PRICE	275,000	5,322,000	61,000	1,030,000	56,000	6,808,000
AMOUNT UNCOMPLETED	0	178,000	29,000	139,000	5,000	47,000
SUBCONTRACTOR	Exhibit 1011 Sys	OMEGA	CONCRETE PAVEMENT	JUNTEB GENERAL	BROADWAY	OMEGA
TYPE OF WORK	GROUT ABAND. SEWERS	DEMOLITION	PVMT STRIPING	TRAFFIC CONTROL	CONCRETE FLATWORK	DEMOLITION
SUBCONTRACT PRICE	50,000	1,710,000	14,000	165,000	9,000,000	1,369,000
AMOUNT UNCOMPLETED	9,000	0	0	0	42,000	0
SUBCONTRACTOR	SS	BIGANE	BENCHMARK	MIDWEST FENCE	BRANDENBURG	STRATTON
TYPE OF WORK	SECURITY/ ESCORT	ASPHALT	DRAINAGE & WATERMAIN	RAILING	DEMOLITION	DRAINAGE
SUBCONTRACT PRICE	1,500,000	172,000	2,710,000	137,000	2,392,000	1,042,000
AMOUNT UNCOMPLETED	185,000	0	263,000	45,000	67,000	0
SUBCONTRACTOR	FLAC PAVING	SS	BRANDENBURG	STRATTON	BENCHMARK	STEWART'S
TYPE OF WORK	CONCRETE FLATWORK	CONCRETE FLATWORK	DEMOLITION	LANDSCAPING	DRAINAGE	ELECTRICAL
SUBCONTRACT PRICE	105,000	75,000	1,852,000	53,000	1,925,000	1,720,000
AMOUNT UNCOMPLETED	55,000	3,000	0	16,000	65,000	157,000
SUBCONTRACTOR	ELGIN	OMEGA	OMEGA	BRIDGE	BRIDGE	BRIDGE
TYPE OF WORK	SWEEPING	FENCE & GUARDRAIL	ELECTRICAL		ELECTRICAL	FENCE/ GUARDRAIL
SUBCONTRACT PRICE	900,000	335,000	2,560,000		3,330,000	626,000
AMOUNT UNCOMPLETED	174,000	36,000	258,000		1,300,000	34,000
SUBCONTRACTOR	MP	COUNTRYSIDE	MIDWEST	BOLISEN	MIDWEST FENCE	EARLE & SONS
TYPE OF WORK	ENVIRONMNTL REMOVAL	LANDSCAPING	FENCE & GUARDRAIL	PIPE JACKING	FENCE/GUARDRAIL	LANDSCAPING
SUBCONTRACT PRICE	14,000	601,000	376,000	110,000	433,000	1,042,000
AMOUNT UNCOMPLETED	0	439,000	51,000	0	214,000	601,000
SUBCONTRACTOR	OMEGA DEMOLITION	BENCHMARK	CHRIS WEBBER	KEENE	CHRIS WEBBER	ACC
TYPE OF WORK	BUILDING DEMO	DRAINAGE	LANDSCAPING	ASPHALT REMOVAL/PAVING	LANDSCAPING	TRAFFIC CONTROL
SUBCONTRACT PRICE	1,317,000	6,512,000	160,000	335,000	271,000	1,709,000
AMOUNT UNCOMPLETED	369,000	14,000	112,000	0	201,000	16,000
SUBCONTRACTOR	SS	BRANDENBURG	STRATTON	STRATTON	STRATTON	STRATTON
TYPE OF WORK	ASPHALT	ARCH. WORK		TRUCKING	TRAFFIC CONTROL	STEEL ERECTION
SUBCONTRACT PRICE	651,000	1,902,000		468,000	333,000	1,304,000
AMOUNT UNCOMPLETED	228,000	113,000		0	27,000	0
SUBCONTRACTOR	SS	PROFE	SS	SS	SS	SS
TYPE OF WORK	PVT MRK	TRUCKING		TREE REMOVAL	REINFORCING STEEL	SIGNAGE
SUBCONTRACT PRICE	309,000	1,118,000		50,000	3,861,000	439,000
AMOUNT UNCOMPLETED	179,000	0		0	0	84,000
SUBCONTRACTOR	SS	SS	SS	SS	SS	SS
TYPE OF WORK		MASONRY		SIDEWALKS/ CURB & GUTTER	TRUCKING	TREE REMOVAL
SUBCONTRACT PRICE		812,000		853,000	1,212,000	127,000
AMOUNT UNCOMPLETED		0		0	0	0
SUBCONTRACTOR	SS	DE GADO	SS	SS	SS	SS
TYPE OF WORK		STRUCTURAL STEEL	MICROPILES		SAW/SEAL	SURVEYING
SUBCONTRACT PRICE		3,687,000	205,000		116,000	588,000
AMOUNT UNCOMPLETED		0	0		0	0
SUBCONTRACTOR	SS	SS	SS	SS	SS	SS
TYPE OF WORK	LANDSCAPING	REINFORCED STEEL & PIT	REBAR & P/T		TREE REMOVAL	PAINTING
SUBCONTRACT PRICE	23,000	6,980,000	4,582,000		8,000	454,000
AMOUNT UNCOMPLETED	19,000	0	79,000		0	8,000
SUBCONTRACTOR	ALDRIDGE	SS	SS	SS	SS	SS
TYPE OF WORK	ELECTRICAL	SURVEYING	STEEL ERECTION		ARCHITECTURAL WORK	ENVIRONMENTAL REMOVAL
SUBCONTRACT PRICE	4,744,000	764,000	2,755,000		5,588,000	60,000
AMOUNT UNCOMPLETED	1,052,000	0	734,000		3,677,000	0
AMOUNT UNCOMPLETED PG. 2	2,270,000	783,000	1,526,000	200,000	5,598,000	947,000

PART III. WORK SUBCONTRACTED TO OTHERS

	1	2	3	4	5	6
SUBCONTRACTOR	MANNION	SWANSON	HIGHWAY SAFETY	RITEWAY	MIDWEST FENCE	VARSITY STRIPING
TYPE OF WORK	PLUMBING	TRACKWORK	TRAFFIC	STONEMWORK	RAILING	PAVEMENT MARKINGS
SUBCONTRACT PRICE	60,000	399,000	487,000	1,337,000	178,000	440,000
AMOUNT UNCOMPLETED	4,000	0	4,000	618,000	178,000	10,000
SUBCONTRACTOR	UNITED RENTALS	FODI	ATLANTIC ENRG	DIRECTIONS	AREA	2002 TRUS INC
TYPE OF WORK		MICROPILES	PAINTING	PAVEMENT MARKINGS	STR STEEL	TRUCKING
SUBCONTRACT PRICE	160,000	108,000	178,000	12,000	327,000	5,669,000
AMOUNT UNCOMPLETED	13,000	0	129,000	0	327,000	0
SUBCONTRACTOR	ROCKS-ANN'S	SP/PAVE/REN	ROCKS-ANN'S	ONES	ABEN	REN/PAVEMEN
TYPE OF WORK	TRUCKING	PVMT STRIPING	TRUCKING	DEMOLITION	SURVEYING	STR STEEL
SUBCONTRACT PRICE	3,000,000	56,000	841,000	29,000	857,000	111,000
AMOUNT UNCOMPLETED	320,000	0	0	0	0	0
SUBCONTRACTOR	QUALITY	MIDWEST FENCE	BROADWAY	BROADWAY		
TYPE OF WORK	SAW/SEAL	RAILING	CONCRETE	DRAINAGE	MICROPILES	
SUBCONTRACT PRICE	800,000	137,000	4,205,000	62,000	815,000	
AMOUNT UNCOMPLETED	11,000	22,000	0	0	0	
SUBCONTRACTOR	ACT					
TYPE OF WORK	SIGNAGE	PAINTING		SAW/SEAL	PAINTING	
SUBCONTRACT PRICE	50,000	350,000		69,000	385,000	
AMOUNT UNCOMPLETED	6,000	0		0	54,000	
SUBCONTRACTOR	STR/STRALES	QUALITY	QUALITY		EA ARG	WELLS
TYPE OF WORK	GUARDRAIL	SAW/SEAL	SAW/SEAL			
SUBCONTRACT PRICE	6,000	281,000	131,000			325,000
AMOUNT UNCOMPLETED	0	0	0			69,000
SUBCONTRACTOR	DYNASTY GROUP	UNITED	TRONE		GEL MASONRY	
TYPE OF WORK	SURVEYING	TRAFFIC	TREE REMOVAL		MASONRY	
SUBCONTRACT PRICE	75,000	213,000	1,000		205,000	
AMOUNT UNCOMPLETED	0	43,000	0		111,000	
SUBCONTRACTOR	AMERICAN LANE		AMERICAN LANE			
TYPE OF WORK	DRAIN/REMOVE UNDGRN STOR TANKS		ARCHITECTURAL WORK		MECHANICAL	
SUBCONTRACT PRICE	88,000		77,000		538,000	
AMOUNT UNCOMPLETED	15,000		0		425,000	
SUBCONTRACTOR	IND-AMERICAN INT					
TYPE OF WORK		TREE REMOVAL	MASONRY		STRIPING	
SUBCONTRACT PRICE	147,000	10,000	674,000		17,000	
AMOUNT UNCOMPLETED	31,000	0	423,000		0	
SUBCONTRACTOR		SACER SEALANTS	SAUPLI		OTER CORP	
TYPE OF WORK		WATERPROOFING	SURVEYING		PRECAST	
SUBCONTRACT PRICE		68,000	827,000		240,000	
AMOUNT UNCOMPLETED		0	0		74,000	
SUBCONTRACTOR		UNITED RENTALS			SEALANT	
TYPE OF WORK		SIGNAGE			WATERPROOFING	
SUBCONTRACT PRICE		189,000			129,000	
AMOUNT UNCOMPLETED		0			97,000	
SUBCONTRACTOR					STEEL ERECTION	
TYPE OF WORK					STEEL ERECTION	
SUBCONTRACT PRICE					413,000	
AMOUNT UNCOMPLETED					95,000	
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
AMOUNT UNCOMPLETED PG. 3	400,000	65,000	556,000	618,000	1,430,000	10,000
TOTAL UNCOMPLETED SUBS	2,670,000	848,000	2,082,000	818,000	7,028,000	957,000

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED

April 23, 2003

	7	8	9	10	11	12
COUNTY AND SECTION NO	SHORELINE 41ST TO 43RD	S. LSD B-1-420 23rd to Oakwood & B-1-430 Oakwood to 56th	S. LSD B-1-440 56th to 67th	Skyway Maintenance of Traffic	Skyway 106th St Pavement on Grade	11th Street Ped. Bridge and Columbus Dr. U/P
CONTRACT WITH	CORPS	CDOT	CDOT	CDOT	CDOT	CDOT
EST COMPLETION DATE	12/31/02	07/01/03	11/21/03	11/25/04	08/31/03	
CONTRACT PRICE	4,848,000	72,537,000	35,421,000	14,167,000	9,214,000	18,683,000
UNCOMPLETED \$\$PRIME	NONE	27,953,000	23,652,000	NONE	NONE	18,390,000
UNCOMPLETED \$\$SUB	154,000	NONE	NONE	2,050,000	1,384,000	NONE

**PART II. AWARDS PENDING & UNCOMPLETED WORK TO BE DONE
WITH YOUR OWN FORCES**

EXCAVATION/GRADING	0	4,083,000	6,430,000		647,000	2,160,000
PC CONCRETE PAVING		9,556,000	7,174,000			790,000
BITU HOT MIX SURF						
BITU AGGREGATE MIX						
AGG BASES/SURFACE	0	965,000	1,540,000			225,000
H/WAY-RR STRUCTURES		258,000	2,878,000			950,000
DRAINAGE		1,850,000	1,650,000			848,000
PIILING/SHORING	0	0	0			
DEMOLITION						
MISC CONCRETE WORK	0	338,000				
SITE WORK	154,000	615,000	2,210,000			1,640,000
ARCHITECTURAL		67,000	1,763,000			3,940,000
TRAFFIC CONTROL	0			2,050,000	737,000	
ROADWAY SIGNING						
PAINTING						
BARRIER WALLS		281,000				
NOISE WALLS						
ALLOWANCES						
PRECAST WALLS						
BUILDINGS/MISC/GEN'L						
TOTALS	154,000	18,013,000	23,645,000	2,050,000	1,384,000	10,553,000

PART III. WORK SUBCONTRACTED TO OTHERS

	7	8	9	10	11	12
SUBCONTRACTOR	OMEGA	K-FIVE	K-FIVE		REINFORCED EARTH	MAT LEASING
TYPE OF WORK	DEMOLITION	ASPHALT	ASPHALT		MSE WALL COPING	MILLING
SUBCONTRACT PRICE	93,000	225,000	796,000		105,000	17,000
AMOUNT UNCOMPLETED	0	145,000	702,000		105,000	0
SUBCONTRACTOR	LOWEST FENCE	WIXEN	WIXEN		SKYLINE STEEL	ATLANTIC BRIDGE
TYPE OF WORK	FENCING	CONCRETE FLATWORK	CONCRETE FLATWORK		STRUCTURAL STEEL	ELECTRICAL
SUBCONTRACT PRICE	36,000	2,370,000	397,000		50,000	1,300,000
AMOUNT UNCOMPLETED	0	838,000	360,000		0	1,273,000
SUBCONTRACTOR	COUNTY SIDE	BRANDENBURG	YOWANE			WIGWAG FENCE
TYPE OF WORK	LANDSCAPING	DEMOLITION	ELECTRICAL			FENCE & GUARDRAIL
SUBCONTRACT PRICE	150,000	358,000	3,199,000			38,000
AMOUNT UNCOMPLETED	150,000	35,000	2,777,000			0
SUBCONTRACTOR	ATLANTIC PAINTING	ROCKAWAY	WEST COAST			UNIVERSITY
TYPE OF WORK	STEEL PAINTING	DRAINAGE	FENCE/ GUARDRAIL			LANDSCAPING
SUBCONTRACT PRICE	14,000	600,000	185,000			223,000
AMOUNT UNCOMPLETED	0	45,000	155,000			223,000
SUBCONTRACTOR	AMERICAN MARINE	CHECKER	NATURAL CREATIONS			JIG/WALKWAY
TYPE OF WORK		ELECTRICAL	LANDSCAPING			TRAFFIC CONTROL
SUBCONTRACT PRICE	880,000	8,646,000	351,000			82,000
AMOUNT UNCOMPLETED	0	4,863,000	188,000			82,000
SUBCONTRACTOR		G.F. STRUCTURES	ACE			TRUCKING
TYPE OF WORK		FENCE/ GUARDRAIL	TRAFFIC CONTROL			REBAR
SUBCONTRACT PRICE		365,000	728,000			425,000
AMOUNT UNCOMPLETED		191,000	368,000			425,000
SUBCONTRACTOR		MURAL PAPER	AREA			SEAFORD SHIMMERING
TYPE OF WORK		LANDSCAPING	STEEL ERECTION			TRUCKING
SUBCONTRACT PRICE		1,832,000	298,000			1,300,000
AMOUNT UNCOMPLETED		1,202,000	218,000			1,278,000
SUBCONTRACTOR		INGRAM SAFETY	ALCOA SERVICES			RUSSELL STEEL
TYPE OF WORK		TRAFFIC CONTROL	PAVEMENT MARKINGS			TREE REMOVAL
SUBCONTRACT PRICE		2,456,000	106,000			46,000
AMOUNT UNCOMPLETED		969,000	106,000			16,000
SUBCONTRACTOR		WESTERN	REVA/MIFF			TRUCKING
TYPE OF WORK		STEEL ERECTION	LUISE/ROCKS ANN TRUCKING			MASONRY/PRECAST
SUBCONTRACT PRICE		196,000	1,300,000			4,281,000
AMOUNT UNCOMPLETED		16,000	658,000			4,281,000
SUBCONTRACTOR		MARKING SPLITS	WESTERN			MARKING
TYPE OF WORK		PAVEMENT MARKINGS	SIGNAGE			MICROPILES/DRIILLED SHAFTS
SUBCONTRACT PRICE		416,000	125,000			267,000
AMOUNT UNCOMPLETED		416,000	114,000			267,000
SUBCONTRACTOR		WESTERN	RUSSELL			MARKING
TYPE OF WORK		TRUCKING	TREE REMOVAL			
SUBCONTRACT PRICE		3,500,000	44,000			
AMOUNT UNCOMPLETED		187,000	0			
SUBCONTRACTOR		WESTERN	G.F. STRUCTURES			MARKING
TYPE OF WORK		SIGNAGE	RAILING			
SUBCONTRACT PRICE		126,000	153,000			
AMOUNT UNCOMPLETED		96,000	153,000			
SUBCONTRACTOR		RUSSELL STEEL SV				
TYPE OF WORK		TREE REMOVAL	MECHANICAL			
SUBCONTRACT PRICE		33,000	215,000			
AMOUNT UNCOMPLETED		0	215,000			
AMOUNT UNCOMPLETED PG. 2	150,000	9,003,000	6,014,000	0	105,000	7,837,000

PART III. WORK SUBCONTRACTED TO OTHERS

	7	8	9	10	11	12
SUBCONTRACTOR		G.F. STRUCTURES	KEDMONT			
TYPE OF WORK		RAILING	WATERPROOFING			
SUBCONTRACT PRICE		304,000	79,000			
AMOUNT UNCOMPLETED		304,000	79,000			
SUBCONTRACTOR		INTERCOAST				
TYPE OF WORK		MASONRY				
SUBCONTRACT PRICE		381,000				
AMOUNT UNCOMPLETED		381,000				
SUBCONTRACTOR		ALDRIDGE				
TYPE OF WORK		CAISSONS				
SUBCONTRACT PRICE		750,000				
AMOUNT UNCOMPLETED		174,000				
SUBCONTRACTOR		ATLANTIC				
TYPE OF WORK		PAINTING				
SUBCONTRACT PRICE		95,000				
AMOUNT UNCOMPLETED		95,000				
SUBCONTRACTOR		KEDMONT				
TYPE OF WORK		WATERPROOFING				
SUBCONTRACT PRICE		24,000				
AMOUNT UNCOMPLETED		0				
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
SUBCONTRACTOR						
TYPE OF WORK						
SUBCONTRACT PRICE						
AMOUNT UNCOMPLETED						
TOTAL UNCOMPLETED PG. 3	0	937,000	79,000	0	0	0
TOTAL UNCOMPLETED SUBS	150,000	9,940,000	6,093,000	0	105,000	7,837,000

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED

April 23, 2003

	13	14	15	16	17	18
COUNTY AND SECTION NO	Skyway Temporary Widening	Randolph/Jackson Over I-90/94	Metra Rock Island District Bridges	I-290/Route 53 Reconstruction	Chicago Skyway 106th Street E/B Reconst.	Chicago Skyway E/B Calumet River
CONTRACT WITH	CDOT	CDOT	Metra	IDOT	CDOT	CDOT
EST COMPLETION DATE	03/15/03	08/31/03	07/01/05	10/31/03	11/26/03	11/26/03
CONTRACT PRICE	2,801,000	8,370,000	86,535,000	62,489,000	10,278,000	22,462,000
UNCOMPLETED \$\$/PR	1,183,000	7,181,000	86,535,000	59,266,000	10,278,000	22,462,000
UNCOMPLETED \$\$/SU	NONE	NONE	NONE	NONE	NONE	NONE

**PART II. AWARDS PENDING & UNCOMPLETED WORK TO BE DONE
WITH YOUR OWN FORCES**

EXCAVATION/GRADING	0	214,000	10,866,000	8,905,000		
PC CONCRETE PAVING				17,864,000		
BITU HOT MIX SURF						
BITU AGGREGATE MIX						
3G BASES/SURFACE	0	171,000	210,000	5,452,000		
H/WAY-RR STRUCTUR	526,000	2,112,000	5,211,000	2,079,000	6,229,000	13,395,000
DRAINAGE	0		676,000	1,207,000		
PILING/SHORING	0	222,000	22,046,000		700,000	1,870,000
DEMOLITION	19,000		1,609,000			
MISC CONCRETE WOF	184,000			28,000		
SITE WORK						
ARCHITECTURAL						
TRAFFIC CONTROL	160,000		332,000			
ROADWAY SIGNING						
PAINTING						
BARRIER WALLS						
NOISE WALLS						
ALLOWANCES			1,375,000			
PRECAST WALLS			7,779,000			
BUILDINGS/MISC/GEN	170,000	840,000				
TOTALS	1,059,000	3,559,000	50,104,000	35,535,000	6,929,000	15,265,000

PART III. WORK SUBCONTRACTED TO OTHERS

	13	14	15	16	17	18
SUBCONTRACTOR	GIM ELECTRIC	OMEGA	HECKER	ACCI	JIN ONE	JIN ONE
TYPE OF WORK	ELECTRICAL	DEMOLITION	ELECTRICAL	TRAFFIC	REBAR JV PARTICIPATION	REBAR, STUDS, JTS JV WORK
SUBCONTRACT PRICE	52,000	529,000	400,000	1,082,000	1,355,000	5,121,000
AMOUNT UNCOMPLETED	48,000	308,000	400,000	886,000	1,355,000	5,121,000
SUBCONTRACTOR	ACC	GUY LIGHTS	TEB	ARROW	STICKS	RUCTION
TYPE OF WORK	TRAFFIC CONTROL	ELECTRICAL	LANDSCAPING	ASPHALT	STR STEEL PRECAST	PIILING SHORING TOWERS
SUBCONTRACT PRICE	57,000	220,000	300,000	6,358,000	592,000	1,574,000
AMOUNT UNCOMPLETED	19,000	212,000	300,000	6,358,000	592,000	1,574,000
SUBCONTRACTOR	S&L CONSTRUCTION	SUPERIOR INDUSTRIES	WESTERN REM			
TYPE OF WORK	STEEL ERECTION	FENCE/ GUARDRAIL	R/R EMBLEMS		ASPHALT	ELECTRICAL
SUBCONTRACT PRICE	60,000	1,835,000	120,000		159,000	502,000
AMOUNT UNCOMPLETED	46,000	1,570,000	120,000		159,000	502,000
SUBCONTRACTOR	DIRECTIONS METRO	AREA EQUIPMENT	ALBERT	WALDRIDGE	SEWER WORK	
TYPE OF WORK	PAVEMENT MARKINGS	STEEL ERECTION	SHEAR STUDS	ELECTRICAL	SEWER WORK	
SUBCONTRACT PRICE	7,000	685,000	130,000	3,500,000	654,000	
AMOUNT UNCOMPLETED	7,000	516,000	130,000	3,492,000	654,000	
SUBCONTRACTOR	QUART	WESTERN REMAC	JIN ONE	TRUCKING	ELECTRICAL	
TYPE OF WORK	SAW/SEAL	SIGNAGE	REBAR	GUARDRAIL	ELECTRICAL	
SUBCONTRACT PRICE	8,000	87,000	1,950,000	260,000	589,000	
AMOUNT UNCOMPLETED	6,000	68,000	1,950,000	257,000	589,000	
SUBCONTRACTOR		BURNS & ROUSE	DEL GADDO			
TYPE OF WORK		SURVEYING	STRUCTURAL STEEL	CLEARING		
SUBCONTRACT PRICE		40,000	16,963,000	105,000		
AMOUNT UNCOMPLETED		28,000	16,963,000	97,000		
SUBCONTRACTOR		HIGHWAY SAFETY	TRBD	CEVE		
TYPE OF WORK		TRAFFIC CONTROL	TRUCKING	UNDERDRAINS		
SUBCONTRACT PRICE		233,000	2,452,000	2,247,000		
AMOUNT UNCOMPLETED		183,000	2,452,000	2,173,000		
SUBCONTRACTOR		SAFETYWAY CONST				
TYPE OF WORK		REINFORCING STEEL	WATERPROOFING	SIGNAGE		
SUBCONTRACT PRICE		244,000	940,000	1,380,000		
AMOUNT UNCOMPLETED		235,000	940,000	1,356,000		
SUBCONTRACTOR		NETS, INC				
TYPE OF WORK		STRUCTURAL STEEL	PAINTING	LANDSCAPING		
SUBCONTRACT PRICE		545,000	340,000	789,000		
AMOUNT UNCOMPLETED		502,000	340,000	789,000		
SUBCONTRACTOR			DEL ESTERRE			
TYPE OF WORK			FENCING	PAVEMENT MARKING		
SUBCONTRACT PRICE			790,000	722,000		
AMOUNT UNCOMPLETED			790,000	722,000		
SUBCONTRACTOR			TRB			
TYPE OF WORK			TIEBACKS			
SUBCONTRACT PRICE			4,075,000			
AMOUNT UNCOMPLETED			4,075,000			
SUBCONTRACTOR			TRB			
TYPE OF WORK			FLATWORK			
SUBCONTRACT PRICE			710,000			
AMOUNT UNCOMPLETED			710,000			
SUBCONTRACTOR			TRB			
TYPE OF WORK			ASPHALT	SAW & SEAL		
SUBCONTRACT PRICE			120,000	392,000		
AMOUNT UNCOMPLETED			120,000	392,000		
AMOUNT UNCOMPLETED	124,000	3,622,000	29,290,000	16,522,000	3,349,000	7,197,000

AFFIDAVIT OF AVAILABILITY
WALSH CONSTRUCTION CO. OF ILLINOIS
CURRENT CONTRACTUAL OBLIGATIONS

PART I. WORK UNDER CONTRACT

UPDATED

April 23, 2003

	19	20	21	22	
COUNTY AND	Chicago Skyway				
SECTION NO	E/B Commercial Ave.				
CONTRACT WITH	CDOT				
EST COMPLETION DATE	11/26/03				
CONTRACT PRICE	19,364,000				ACCUMULATED
UNCOMPLETED \$\$/PRIME	19,364,000				TOTALS
UNCOMPLETED \$\$/SUB	NONE				\$316,657,000
					\$3,588,000
					\$320,245,000

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

					ACCUMULATED TOTALS
EXCAVATION/GRADING					35,464,000
PC CONCRETE PAVING					41,275,000
BITU HOT MIX SURF					0
BITU AGGREGATE MIX					0
AGG BASES/SURFACE					12,613,000
H/WAY-RR STRUCTURES	11,901,000				48,243,000
DRAINAGE					6,989,000
PILING/SHORING	1,250,000				28,088,000
DEMOLITION					3,168,000
MISC CONCRETE WORK					1,494,000
SITE WORK					6,180,000
ARCHITECTURAL					8,915,000
TRAFFIC CONTROL					3,616,000
ROADWAY SIGNING					0
PAINTING					273,000
BARRIER WALLS					281,000
NOISE WALLS					0
ALLOWANCES					1,375,000
PRECAST WALLS					7,779,000
					0
BUILDINGS/MISC/GEN'L					4,638,000
TOTALS	13,151,000	0	0	0	208,391,000
					95,940,000

PART III. WORK SUBCONTRACTED TO OTHERS

	19	20	21	22
SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
SUBCONTRACTOR				
TYPE OF WORK				
SUBCONTRACT PRICE				
AMOUNT UNCOMPLETED				
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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	0	0	0	0
Total Uncompleted Subs	6,213,000	0	0	0

SUBSCRIBED & SWORN TO BEFORE ME

THIS 10th DAY OF October, 2003

Nancy Plummer
MY COMMISSION EXPIRES 02/06/05

DANIEL J. WALSH
(Type or Print Name)

PRESIDENT

TITLE

Signed

Daniel J. Walsh
Company: WALSH CONSTRUCTION COMPANY OF ILLINOIS

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1319

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.

Daniel J. Walsh
Signature

October 10, 2003
Date

Daniel J. Walsh
Name (Type or Print)

President
Title

Walsh/II-In-One
Bidder Name
929 W. Adams St.
Address

Chicago, IL 60607
City State Zip

Subscribed and sworn to before me
this 10th day of October, 2003

Nancy Steadman
Notary Public

(SEAL)

Commission expires: 02/06/05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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 Walsh/II-In-One Joint Venture #2

Submitted By Daniel J. Walsh

Title President

Permanent Main Office Address 929 W. Adams, Chicago, IL 60607

Local Address Same

Local Telephone No. and FAX No. 312/563-5400 Phone
312/563-5958 Fax

How many years operating as contractor for work of this nature? 35

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Kelvyn Park H.S.	\$33,000,000	11/02	High school, parking
2.	DePriest Elementary	\$14,783,000	10/02	Elementary School
3.	Cook County Div. II Jail	\$16,487,000	09/03	Renovation of 3 Dorms
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name _____
- (b) State and City in which incorporated _____
- (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

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

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

- (a) Firm Name Walsh II-In-One Joint Venture #2
- (b) Official Address 929 W. Adams, Chicago, IL 60607
- (c) Names of all Partners: Daniel J. Walsh - President - Walsh
Oliver B. Fifer - President - II-In-One

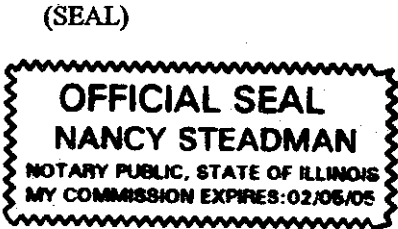
If submitted by an individual:

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

Larry Alder
Signature of Affiant

Subscribed and sworn to before me this 10th day of October 2003.

Nancy Steadman
Notary Public
My Commission expires: 02/06/05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

Disclosure of Retained Parties (continued)

4. The Contractor understands and agrees as follows:

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

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

[Handwritten Signature]
Signature

November 24, 2003

Date

Daniel J. Walsh
Name (Type or Print)

President

Title

Subscribed and sworn to before me
this 24th day of November, 2003

(SEAL)

[Handwritten Signature]
Notary Public

Commission expires: 02/06/05



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

PERFORMANCE AND PAYMENT BOND

Contract No. 1319

Bond No. 8 SB 103913944 BCM

KNOW ALL MEN BY THESE PRESENTS, that we, Walsh/II in One Joint Venture #2,
a partnership organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as Principal, and
Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of CT, with offices in the State of
* IL *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Ten Million Three Hundred Seventy Five Thousand
Dollars and No Cents (\$ 10,375,000.00) for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated November 12, 2003, for the fabrication, delivery, performance and
installation of

New Kennedy King College Campus, Site Remediation, Excavation, and Foundation Work
Building U-740 W. 63rd St., Chicago, IL
Building V-747 W. 63rd St., Chicago, IL
Building W-6343 S. Halsted St., Chicago, IL
Building X- 6401 S. Halsted St., Chicago, IL
Building Y- 6403 S. Halsted St., Chicago, IL
Building Z- 710 W. 65th St., Chicago, IL

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1319

provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of Ten Million Three Hundred Seventy Five Thousand Dollars and No Cents (\$10,375,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

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IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this Nov. 19, 2003, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

Business Address

City State

CORPORATE SEAL

ATTEST:

BY Laura J. Miller
SECRETARY / TREASURER
Title

929 W. Adams Street
Chicago, IL 60607
Business Address

BY Kevin P. Nagel
Kevin P. Nagel

215 Shuman Blvd., Naperville, IL
Business Address 60563

BY _____ (Seal)
Individual Principal

Individual Principal (Seal)

Walsh/II in One Joint Venture #2
Partnership

BY Clayton B. Walsh
PRESIDENT
Title

Travelers Casualty and Surety
Company of America
Corporate Surety

Attorney-In-Fact
Title

CORPORATE SEAL

The rate of premium of this Bond is \$ 7.00 decreasing scale per thousand. **
Total amount of premium charged is \$ 60,681 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

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BOND APPROVAL

BY

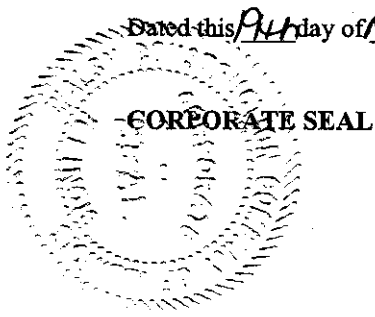
Edmund Johnson
Secretary

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, LARRY J. KIBBON, certify that I am the SECRETARY Secretary of the Walsh Construction, corporation named as Principal in the foregoing performance and payment bond, that DANIEL J. WALSH who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 14th day of NOV. 2003.



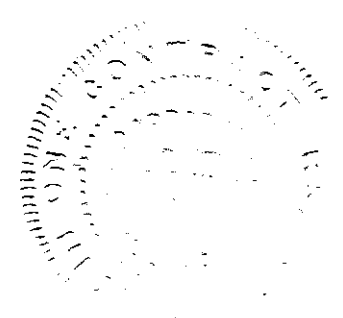
CORPORATE SEAL

CERTIFICATE AS TO CORPORATE SEAL

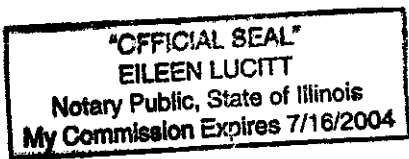
I, BOBBY MCGEE, certify that I am the SECRETARY Secretary of the II-in-One Contractors, Inc., corporation named as Principal in the foregoing performance and payment bond, that OLIVER FIFER who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 14th day of NOV. 2003.

CORPORATE SEAL



STATE OF ILLINOIS)
COUNTY OF COOK) SS.



I, EILEEN LUCITT a Notary Public in and for said County and State, do hereby certify that _____ Resident Vice President, and _____ Resident Assistant Secretary, Kevin P. Nagel Attorney-in-Fact, of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed, sealed and delivered said instrument, for and on behalf of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, for the uses and purposes therein set forth. Given under my hand and notarial seal, this 19th day of November 2003.

Eileen Lucitt
Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: *Kevin P. Nagel, Eileen Lucitt, of Park Ridge / Crestwood, Illinois*, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, *not limited to a specific amount*, and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

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

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

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

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

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

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President, and their corporate seals to be hereto affixed this 17th day of February 2003.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 17th day of February, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of November, 2003



By *Dwight F. Miller*
Dwight F. Miller
Vice President, Bond



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

V. INSTRUCTIONS TO BIDDERS

A. Examination Of Documents By Bidder

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

B. Interpretations Or Addenda

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

C. Inspection Of Site

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

D. Pre-Qualification Of Bidders

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

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

2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose, including completed form "Statement of Bidder's Qualifications" provided with this Book 2. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Competency of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission.
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 necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

F. Substitutions Prior To Bid Date

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

G. Preparation of Bid

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

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6. The Bid Documents shall include the following:
 - a) Contractor's Bid
 - b) Bid Guarantee
 - c) Administrative Fee
 - d) Basis of Award (Award Criteria)
 - e) Unit Prices
 - f) Affidavit of Non-collusion
 - g) Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
 - i) Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - j) Schedule E – Request for Waiver from MBE/WBE Participation
 - k) Affidavit of Uncompleted Work
7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - a) Financial Statement
 - b) Disclosure Affidavit
 - c) Affidavit of Local Business, including applicable documentation
 - d) Statement of Bidder's Qualifications
8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
9. The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

H. Bid Guarantee: Deposit and Time Period

1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
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 Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
4. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

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

I. Administrative Fee

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

J. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, 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).

K. Basis of Award (Award Criteria)

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

L. Alternates

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

M. Unit Prices

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

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

N. Affidavit of Non-Collusion

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

O. MBE and WBE Commitments

Pursuant to Article 23 "MBE/WBE Special Conditions, each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract.

P. Affidavit of Uncompleted Work

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

Q. Bidder's Financial Statement

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

R. Disclosure Affidavit

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

S. Affidavit of Local Business

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

T. Statement of Bidder's Qualifications

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

U. Disclosure of Retained Parties

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

The lowest responsible and responsive Bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on said document.

V. Submission of Bid

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

W. Withdrawal Of Bids Before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, telegraphic request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

X. Opening Of Bids

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

Y. Evaluation of Bids

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

Z. Award Of Contract; Rejection Of Bids

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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

AA. Performance and Payment Bond and Insurance

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

BB. Order of Precedence of Components of the Contract Documents

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

CC. Protests

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1319

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.

Cook County Prevailing Wage for September 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		34.000	35.000	2.0	1.5	2.0	5.080	3.750	0.000	0.150
CERAMIC TILE FNSHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.		BLD		29.940	32.340	1.5	1.5	2.0	5.100	5.240	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		25.740	38.450	1.5	1.5	2.0	4.350	6.060	0.000	0.120
ELECTRIC PWR LINEMAN		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRICIAN		ALL		33.650	36.150	1.5	1.5	2.0	7.450	5.980	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		35.655	40.110	2.0	2.0	2.0	5.775	2.880	2.140	0.000
FENCE ERECTOR		ALL		22.540	23.790	1.5	1.5	2.0	5.500	5.020	0.000	0.000
GLAZIER		BLD		27.800	28.800	1.5	2.0	2.0	4.540	7.800	0.000	0.200
HT/FROST INSULATOR		BLD		30.450	32.200	1.5	1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		ALL		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD	1	35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	2	34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	3	31.850	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD	4	30.100	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		FLT	1	38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	2	36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	3	32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	4	27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		HWY	1	33.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	2	33.350	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	3	31.300	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	4	29.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY	5	28.700	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
ORNAMNTL IRON WORKER		ALL		29.850	31.350	2.0	2.0	2.0	4.900	7.620	0.000	0.000
PAINTER		ALL		31.350	35.260	1.5	1.5	1.5	4.700	4.400	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		34.000	36.000	1.5	1.5	2.0	5.720	5.350	0.000	0.000
PLASTERER		BLD		29.990	30.990	1.5	1.5	2.0	4.500	5.450	0.000	0.400
PLUMBER		BLD		36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER		BLD		30.850	32.850	1.5	1.5	2.0	4.120	2.460	0.000	0.320
SHEETMETAL WORKER		BLD		30.730	33.190	1.5	1.5	2.0	4.310	6.790	0.000	0.490
SIGN HANGER		BLD		22.530	23.380	1.5	1.5	2.0	3.730	1.890	0.440	0.000
SPRINKLER FITTER		BLD		33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STONE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TERRAZZO FINISHER		BLD		25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON		BLD		29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON		BLD		29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR		HWY		22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E	ALL	1	26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL 2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL 1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER		BLD	30.850	31.850	1.5	1.5	2.0	3.760	4.900	0.000	0.390

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations**COOK COUNTY**

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but

not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all 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 sare installed in a similar manner.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAMsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

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

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

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco &

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

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

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

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

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

Other Classifications of Work:

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

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

LANDSCAPING

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



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Apostolic Church of God

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Forest Preserve District of Cook County

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations Inc.

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President
Chicago Board of Education

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

November 12, 2003

Daniel J. Walsh and
Oliver B. Fifer
Walsh/II in One Joint Venture
929 West Adams Street
Chicago, Illinois 60607

RE: Notice of Award
Contract No.: 1319
Type of Work: Site Remediation, Excavation, & Foundation Work
Project: New Kennedy King College Campus

Dear Mr. Walsh and Mr. Fifer:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 12, 2003 the Commission awarded to your company Contract No. 1319 in the amount of \$10,375,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than November 20, 2003.

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

Sincerely,

Kevin Gujral
Executive Director

cc: K. Brown
J. Gallagher
Target
Gilbane, Riteway Construction Services, Brown & Momen and Louis Jones, J.V.



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

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Assistant Secretary
TIMOTHY J. MITCHELL

December 18, 2003

Daniel J. Walsh and
Oliver B. Fifer
Walsh/II-in-One Joint Venture #2
929 West Adams Street
Chicago, Illinois 60607

VIA FACISIMILE & U.S. MAIL

RE: **NOTICE TO PROCEED**
Contract No.: 1319
Project No.: JC-013
Type of Work: Site Remediation, Excavation, & Foundation Work
Project: New Kennedy King College Campus

Dear Mr. Walsh and Mr. Fifer:

Pursuant to Contract No.1319, which was awarded to your firm on November 12, 2003 you are hereby notified that the commencement date for this project is **December 22, 2003.**

Pursuant to the Contract, all work must be completed within 210 consecutive Calendar Days of the commencement date. The completion date is established as **July 19, 2004.** The time of completion is as follows:

Time of Completion: Mobilization & Permit 45 calendar days
Time of Completion: Building U-210 calendar days
Time of Completion: Building V-210 calendar days
Time of Completion: Building W-150 calendar days
Time of Completion: Building X-150 calendar days
Time of Completion: Building Y-150 calendar days
Time of Completion: Building Z-150 calendar days

Work at all locations must be performed concurrently so as to reach completion within the calendar days specified for each location.

Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

In accordance with Section 15.02.3 of Book 1, the invoice target date is established as the 15th day of each month. Such invoice shall cover work performed as of the last day of the previous month. If the target date falls on a weekend or holiday, your payment application must be received on the next business day. Failure to submit payment applications as directed constitutes an event of default and may result in payment delays.

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. Gilbane, Riteway Construction, Services, Brown & Momen and Louis Jones, J.V. will perform as the Commission's Owner's Representative. Please submit the original and three copies of all correspondence pertaining to this work to:

Name: Al Zakariya
Company: Gilbane, Riteway Construction Services, Brown & Momen and Louis Jones, J.V.
Address: 8550 W. Bryn Mawr, Ste, 500, Chicago, IL 60631

along with a copy to Kathy Brown and Jim Gallagher, the Commission's Project Managers. Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed does not authorize any of your subcontractors to enter upon the project site or to commence any work prior to subcontractor approval by the Commission's representative pursuant to Section 19.03 of Book 1 "Standard Terms and Conditions for Construction Contracts".

Sincerely,

Public Building Commission of Chicago



Kevin Gujral
Executive Director

KG/dz

Cc: Jack Brankin
K. Brown
J. Gallagher
Gilbane, Riteway Construction Services, Brown & Momen and
Louis Jones J.V.
Julia Sportolari
Nancy Jahnel
Target