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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. 1508**

**MARQUETTE PARK PLAYGROUND  
6743 S. KEDZIE AVENUE  
NEW CONSTRUCTION  
PROJECT #11070**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

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

**AUGUST 2009 (Rev. 1)**

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

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

## **MARQUETTE PARK PLAYGROUND**

### **I. INTRODUCTION**

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

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

### **II. PROJECT INFORMATION**

#### **A. General Information**

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

**MARQUETTE PARK PLAYGROUND  
6743 S. KEDZIE AVENUE  
NEW CONSTRUCTION  
PROJECT #11070**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, this Project consists of a seventeen thousand (17,000) square foot playground that includes but is not limited to the following divisions of work: Excavation and backfill, underground site utilities consisting of water, sewer and electrical, concrete foundations for play equipment, the installation of Nutoys or Lets Go Play (manufacturer) type playground equipment, or other manufacturers of playground equipment (the equipment will be purchased and delivered by PBC and installed by the General Contractor) for 2 - 5 yrs olds and 5 - 12 yrs olds, 6 swings (2 toddler, 1 inclusive, 3 regular), general landscaping, bike racks, ADA accessible (3 tier) drinking fountain. Also included is the installation of rubberized soft surface material.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$377,217.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Park District
5. Project is located in Ward: 18<sup>th</sup>
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Chicago Lawn Community Area as designated on Exhibit# 3 Community Area Map.

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7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Documents Available at: BHFX Digital Imaging, 19 S. Wabash Avenue, Chicago, IL, attn: Tim Campbell, 312-782-2226.
9. Online Construction Documents Available at:  
<http://planroom.bhfx.net/pnonline/viewdetails.asp?a=details&pv=1&prid=6244>
10. **Pre-Bid Meeting Date, Time, and Location: Friday, March 19, 2010 at 11:00AM in room CL115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.**
11. **\*Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Friday, March 19, 2010 at 12:00PM, in room CL115.** An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 12:15PM will not be permitted to bid.  
  
**\*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.**
12. **Bid Opening Date and Time: Tuesday, April 6, 2010 at 2:00PM**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$18,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
18. Source of Funding: **Chicago Park District**

**B. Time of Completion**

Substantial Completion of the Work must be achieved no later than **(65)** Days after the Notice to Proceed.

**C. Commission's Contingency Fund**

1. The Commission's Contingency Fund for this project is: **\$18,000.00**
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

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

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

**E. Liquidated Damages**

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

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Substantial Completion of Project	\$500.00 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

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

**F. Prevailing Wage Rates**

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

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**III. INSTRUCTIONS FOR BIDDERS**

**A. Examination of Documents By Bidder**

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

**B. Interpretations of Addenda**

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

**C. Inspection of Site**

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

**D. Pre-Qualification of Bidders**

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

**E. Evidence of Continuing Qualifications of Bidder**

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

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**F. Preparation of Bid**

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



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**G. Bid Deposit:**

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

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

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

**I. Affidavit of Non-Collusion**

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

**J. MBE and WBE Commitments**

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

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

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

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

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

**L. Affidavit of Uncompleted Work**

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

**M. 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

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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.

#### **N. 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.

#### **O. 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.

#### **P. Disclosure of Retained Parties**

The apparent low Bidder and the apparent 2<sup>nd</sup> low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

#### **Q. 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 by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

#### **R. Withdrawal of Bids before Bid Opening**

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

#### **S. 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.

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#### T. Evaluation of Bids

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

#### U. Basis of Award

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

#### V. Performance and Payment Bond and Insurance

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

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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.

#### X. Protests

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

#### Y. Licensing

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

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

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, April 20, 2010 and that the bid may not be withdrawn until that time.**
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1508, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1, 2

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

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

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "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 Book 2 the Standard Terms and Conditions.

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**BID FORM**

	AMOUNT
Work	\$ 280,500.00
Site Work Allowance	\$7,500.00
Commission's Contingency Fund	\$18,000.00
<b>TOTAL BASE BID</b>	<b>\$ 306,000.00</b>

**AWARD CRITERIA FIGURE**

(See Section V. Proposal Support Document, line 15 of Award Criteria Figure):

\$ 293,286.00

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p>Continental Casualty Company</p> <hr/> <p>333 S. Wabash Avenue</p> <hr/> <p>Chicago, Illinois 60604</p> <hr/>
--

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil and underground concrete footings, foundations and remnants in a Subtitle "D" landfill in accordance with Section 02316.	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material.	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings, foundations and remnants to a recycling facility.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity) in accordance with Section 02116.	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity) in accordance with Section 02116.	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity) in accordance with Section 02116.	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity) in accordance with Section 02116.	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity) in accordance with Section 02116.	Each	\$12,000.00
13	UST tank sludge removal, transportation and disposal (55-gallon drum)	Drums	\$450
14	Bulk UST pump out (Liquids), including transportation and disposal.	Gallons	\$0.60
15	Waste characterization sample collection and analysis for disposal authorization for soils removed under Allowance Schedule.	Sample	\$1,300.00
16	Water analysis for full MWRDGC contaminants List.	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid.	Each	\$1,200.00
18	Monthly MWRDGC sample analysis.	Each	\$600.00
19	Contaminated water pumping, transportation and disposal of drums.	Drums	\$200.00
20	Pumping, transportation and disposal of non-hazardous contaminated water and free product - bulk disposal.	Gallons	\$0.60
21	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit.	Gallons	\$0.10
22	Furnish, place and compact base material CA-1 Stone.	Ton	\$25.00
23	Load on-site base materials, place and compact CA-1 Stone.	Cubic Yards	\$8.00
24	Furnish, place and compact aggregate material CA-6.	Ton	\$25.00
25	Excavate, place and compact on-site aggregate material CA-6.	Cubic Yards	\$12.00
26	Furnish, place and compact drainage material CA-7.	Tons	\$16.00
27	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
28	Furnish and place geotextile filter fabric.	Square Yard	\$7.00
29	Site Survey - Survey crew for verification of excavation and	Each	\$1,500.00



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

	backfill quantities.		
30	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$165.00
31	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00
32	De-Contaminate all underground concrete footings and remnants.	Ton	\$50.00
33	Excavation, loading, transportation, and disposal of Hazardous Waste Soil/Material in accordance with Section 02317.	Ton	\$175.00
34	Pumping, transportation, and disposal of Hazardous water and free product - bulk disposal in accordance with Section 02119.	Gallons	\$2.00
<b>Total Allowance Fund = \$7,500.00</b>			

**NOTES:**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**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

*Edmund Johnson*  
Secretary

*Richard A. Daley*  
Chairman

**CONTRACTING PARTY**

(Print or type names underneath all signatures)

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

8725 W. Higgins Road, Suite 200  
Chicago, Illinois 60631

Address

**If a Corporation:**

By *Robert F. Zitek*  
Robert F. Zitek

President Agent

Title of Signatory

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

Secretary

Title

**CORPORATE SEAL**

**If a Partnership:**

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

**If a Sole Proprietorship:**

Signature \_\_\_\_\_

**NOTARY PUBLIC**

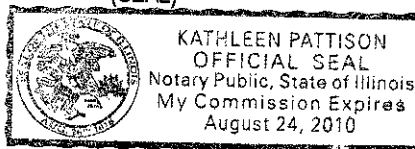
County of Cook State of IL

Subscribed and sworn to before me on this 31st day of March, 20 10.

*Kathleen Pattison*  
Notary Public Signature

Commission Expires: August 24, 2010

(SEAL)



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

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

F.H. PASCHEN  
S.N. NIELSEN & ASSOCIATES, LLC  
O'HARE PLAZA  
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-6

FEE: \$ 2000

DATE ISSUED: 03/18/2009

DATE EXPIRES: 04/16/2010

**THIS LICENSE IS NON-TRANSFERABLE**

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

Handwritten signature of Richard M. Daley.

Richard M. Daley  
Mayor

Handwritten signature of Richard J. Monocchio.

Richard J. Monocchio  
Commissioner

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**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

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

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 11, 2010, 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 March 31, 2010 to the Public Building Commission of Chicago, for Contract No. 1508 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

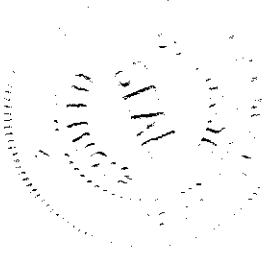
BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform 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: See Attached Directive  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Assistant Secretary: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 31st day of March, 2010.

Carol M. Einfeld  
Secretary - Carol M. Einfeld



CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a Directive issued by FHP Management, Inc. on June 11, 2008, the Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

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

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

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

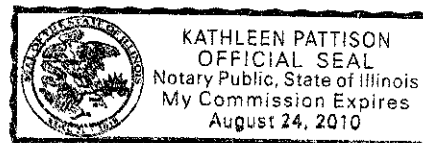
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 16th day of March, 2010.

  
\_\_\_\_\_  
Carol M. Einfalt  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 16th day of March, 2010.

  
\_\_\_\_\_  
Notary Public



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**V. PROPOSAL SUPPORT DOCUMENTS**

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

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

**1. Instructions**

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

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

**2. Award Criteria Formula**

Line 1.	Base Bid, in figures	<u>306,000.-</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>0.42</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>5,141.-</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>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>4,590.-</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>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>1,530.-</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>0.025</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>306.-</u>
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>0.10</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**MARQUETTE PARK PLAYGROUND**

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>918 -</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>0.075</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>230 -</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>12,714 -</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>293,286 -</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$		<u>293,286 -</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

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

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

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

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

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

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

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication Subcontractors, shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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



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**MARQUETTE PARK PLAYGROUND**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**MARQUETTE PARK PLAYGROUND**

**6. Major Trades**

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Steel Fabricators (in shop or on-site)
Ornamental Iron Workers	Technical Engineers
Lathers	Tuck Pointers

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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MARQUETTE PARK PLAYGROUND

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

(1) He/She is Agent
(Owner, Partner, Officer, Representative or Agent) of
F.H. Paschen, S.N. Nielsen & Associates LLC
the Bidder that has submitted the attached Bid;

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

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

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

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

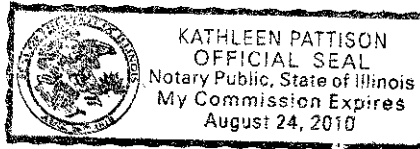
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed) [Signature]
Robert F. Zitek, Agent

(Title)
Subscribed and sworn to before me this 31st day of March 20 10

[Signature]
Notary Public

(Title)
My Commission expires: August 24, 2010



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

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

NA

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

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
  - A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
\_\_\_\_\_  
\_\_\_\_\_
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

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

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

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

To Perform As

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

Name of Project: Marquette Park Playground

Project Number: 1508

FROM:

T & D EXCAVATION AND GRADING, INC MBE  WBE   
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of General Bidder)

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11-25-09. 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.

EXCAVATION

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

\$ 55,290.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

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

**To Perform As**

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

**PARTIAL PAY ITEMS**

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

N/A

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

T&D EXCAVATION AND GRADING, INC.

Name of MBE/WBE Firm (Print)

3-31-2010

Date

630-543-4400

Phone

Signature

MOHAMMED YASEEN

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

Phone





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

November 25, 2009

Willie Ross  
President  
T & D Excavation and Grading, Inc.  
20 W. 327 Belmont Place  
Addison, IL 60101-1943

Via U.S. Mail and Fax: (630) 543-5001

Dear Willie Ross:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting T & D Excavation and Grading, Inc. a courtesy extension of your MBE. This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for T & D Excavation and Grading, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your MBE renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago  
Office of Compliance  
333 State Street, Suite 540  
Chicago, IL 60604  
Telephone: 312-747-7778  
Email: [integrity@cityofchicago.com](mailto:integrity@cityofchicago.com)

Sincerely,

Mary Elliott  
Acting Managing Deputy  
City of Chicago Office of Compliance



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
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>

December 15, 2008

Mohammed Yaseen, Vice President  
**T & D Excavation and Grading, Inc.**  
20W327 Belmont Place  
Addison, Illinois 60101

**Annual Certificate Expires:** October 1, 2009  
**Vendor Number:** 1060724

Dear Mr. Yaseen:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

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

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

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

#### Demolition and Excavation Services

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

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL/la

**IL UCP Host: IDOT**

NEIGHBORHOODS



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1508

MARQUETTE PARK PLAYGROUND

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Marquette Park Playground

Project Number: 1508

FROM:

ATRIUM MBE \_\_\_\_\_ WBE   
(Name of MBE or WBE)

TO:

F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor                       a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6.2.09. 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.

LANDSCAPING SERVICES  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 13,000.00  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1508  
MARQUETTE PARK PLAYGROUND

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

ATRIUM  
Name of MBE/WBE Firm (Print)  
3-31-10  
Date  
630-739-5100  
Phone

Kathleen Brugh  
Signature  
KATHLEEN BRUGH  
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

Montel M. Gayles  
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>

June 8, 2009

Kathleen Bruch, President  
**Atrium, Inc.**  
17113 West Davey Road  
Lemont, Illinois 60439

**Annual Certificate Expires:**  
**Vendor Number:**

**May 1, 2010**  
**50066508**

Dear Ms. Bruch:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **May 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **May 1, 2010**.

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

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

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

**Landscaping Service**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/la

**IL UCP Host: CTA**

NEIGHBORHOODS





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1508  
MARQUETTE PARK PLAYGROUND

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

ARAIZA CORPORATION

Name of MBE/WBE Firm (Print)

3-31-2010

Date

708-922-2683

Phone



Signature

TIRSO ARAIZA

Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

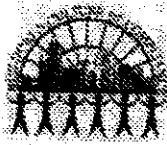
\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CITY OF CHICAGO  
OFFICE OF COMPLIANCE

---

From:	City of Chicago	Date:	11/3/2009 5:58:01 AM
To:	Araiza Corporation Tirso Araiza	Fax:	(708) 922-2684
		Phone:	(708) 922-2683

---

Tirso Araiza  
Araiza Corporation  
4841 West 173rd Street Country Club Hills, IL 60478

Dear Tirso Araiza:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Araiza Corporation a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Araiza Corporation will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Minority Business Enterprise (MBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago  
Office of Compliance  
333 State Street, Suite 540  
Chicago, IL 60604  
Telephone: 312-747-7778  
Email: [integrity@cityofchicago.com](mailto:integrity@cityofchicago.com)

Sincerely,

Mary Elliott  
Acting Managing Deputy  
City of Chicago Office of Compliance

---





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
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>

March 1, 2009

Tirso Araiza  
**Araiza Corporation**  
4841 W. 173<sup>rd</sup> Street  
Country Club Hills, IL 60478

**Annual Affidavit Certificate Expires:** January 1, 2010  
**Vendor Number:** 1072954

Dear Mr. Araiza:

We are pleased to inform you that **Araiza Corporation** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **January 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by January 1, 2010.

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

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

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

**Miscellaneous Concrete; Home Repair, Asphalt Paving;  
Environmental Construction Services and Environmental Consulting**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/bc

**Expansion Granted: Asphalt Paving; Environmental Construction Services  
and Environmental Consulting**



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1508  
**MARQUETTE PARK PLAYGROUND**

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

Name of Project: Marquette Park Playground

STATE OF ILLINOIS }  
 ) SS  
 COUNTY OF COOK }

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

Title and duly authorized representative of \_\_\_\_\_

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

Name of General Contractor whose address is  
 8725 W. Higgins Rd., Suite 200

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
T&D Excavation and Grading, Inc.	Excavation/Earthwork	\$ 55,290.00	\$
Atrium, Inc.	Landscaping	\$	\$ 13,000.00
Araiza Corporation	Concrete Work	\$ 18,500.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 73,790.00</b>	<b>\$ 13,000.00</b>
<b>Percent of Total Base Bid</b>		<b>24 %</b>	<b>4 %</b>

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. 1508

**MARQUETTE PARK PLAYGROUND**

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

By:

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

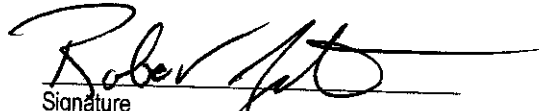
Name of Contractor (Print)

April 5, 2010

Date

773-444-3474

Phone



Signature

Robert F. Zitek, Agent

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

NA

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

Date: \_\_\_\_\_

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

Dear Mrs. Cabonargi:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation attached: yes \_\_\_ no \_\_\_

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**Affidavit Of Uncompleted Work**

See Attached Affidavit

**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						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL-WORK</b>						

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

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

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



**Illinois Department of Transportation**

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

**Affidavit of Availability  
For Letting of January 15, 2010**

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

**PART I. WORK UNDER CONTRACT**

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

	1	2	3	4	
County and Section Number	Terminal 1 & 2 Rel	Juarez H.S.	Red/Blue Line - Es	Route 41 Relocate	
Contract With	CDOA	CPS	CTA	CDOT	
Estimated Completion Date	Febrauary 8, 2008	Dec 2009	October 2011	Dec 01, 2008	
Total Contract Price	\$92,592,553	\$23,025,530	\$16,706,317	\$17,108,819	<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor	\$806,370	\$5,985,293	\$3,180,117	\$1,691,579	\$286,399,989
Uncompleted Dollar Value if Firm is the Subcontractor					\$1,076,523
					<b>Total Value of All Work</b>
					\$287,476,512

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

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

					<b>Accumulated Totals</b>
Earthwork				\$0	\$5,039,600
Portland Cement Concrete Paving					\$6,368,137
HMA Plant Mix					\$0
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces					\$0
Hwy, R.R. & Wtrwy Strctrs				\$0	\$0
Drainage					\$5,242,600
Electrical					\$50,000
Cover and Seal Coats					\$0
Misc. Concrete Construction					\$0
Landscaping				\$0	\$15,129,600
Fencing					\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Fabrication					\$0
Cold Milling, Planning & Rotomilling					\$0
Demolition					\$0
Pavement Markings ( Paint )					\$1,941,047
Other Construction (List)					\$0
Building Construction		\$472,932	\$182,677		\$1,855,743
					\$41,349,191
<b>Totals</b>	\$0	\$472,932	\$182,677	\$0	\$76,975,918

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

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4
Subcontractor	Garth Masonry	Acorn Fence	DLZ	Benchmark
Type of Work	Masonry, Concrete	Fence	Survey	Sewer
Subcontract Price	\$6,983,774	\$11,300	\$50,000	\$6,461,803
Amount Uncompleted	\$0	\$0	\$41,073	\$225,512
Subcontractor	Midwest Wrecking	BSB Development	MJC	Brandenburg
Type of Work	Demolition	Excavation	Demolition	Demolition
Subcontract Price	\$385,000	\$1,063,545	\$103,755	\$1,945,789
Amount Uncompleted	\$0	\$466,300	\$7,890	\$0
Subcontractor	C.L. Bec	LPS Pavement	Garth	Sanchez
Type of Work	Carpentry	Brick pavement	Demolition	Paving
Subcontract Price	\$920,886	\$108,000	\$674,146	\$15,960
Amount Uncompleted	\$0	\$108,000	\$22,223	\$15,960
Subcontractor	Thatcher Engineer	Revcon	U S Architectual	Midwest Fence
Type of Work	Bracing/Rention	Caisson	Steel	Fence
Subcontract Price	\$1,392,068	\$496,920	\$1,501,701	\$9,600
Amount Uncompleted	\$0	\$0	\$203,147	\$0
Subcontractor	Dynamic Wrecking	Harrington Exc	Q C Enterprize	Mega Steel
Type of Work	Excavation	Site util	Terrazzo	Reinforcing Steel
Subcontract Price	\$850,000	\$202,850	\$40,000	\$76,418
Amount Uncompleted	\$28,374	\$47,075	\$4,870	\$0
Subcontractor	Enviroplus, Inc	Degrat	EVC	Midwest Forestree
Type of Work	Abatement	Concrete	Paint	Clearing
Subcontract Price	\$105,355	\$739,440	\$99,563	\$9,600
Amount Uncompleted		\$45,300	\$12,000	\$0
Subcontractor	Era Valdiva Contra	Carlo Steel	Commonwealth	Air Preessure Damp
Type of Work	Paint	Steel	Downspouts	Damproofing
Subcontract Price	\$391,179	\$3,608,465	\$59,498	\$5,850
Amount Uncompleted	\$0	\$208,278	\$3,775	\$0
Subcontractor	Edward Gillen	Pederson	Admiral Heating	Ludwig
Type of Work	Piling	Landscape	HVAC	Explosives
Subcontract Price	\$1,414,015	\$115,000	\$19,000	\$5,850
Amount Uncompleted	\$0	\$115,000	\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$44,535,200	\$11,677,285	\$10,271,415	\$1,857,713
Amount Uncompleted	\$777,996	\$4,522,408	\$2,702,462	\$1,450,107
Total Uncompleted	\$806,370	\$5,512,361	\$2,997,440	\$1,691,579

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.



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For Letting of January 15, 2010

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**PART I. WORK UNDER CONTRACT**

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	5	6	7	8	9
County and Section Number	Peterson Elm Sch	Tri-State Tollway	Recon. 75th & 79th	Brighton Park	SB Tri State I-294
Contract With	Chicago Pub Sch	Illinois Tollway	Metra	PBC	Illinois Tollway
Estimated Completion Date	December, 2008	Nov. 15, 2009	Feb. 2010	June, 2010	Dec. 13, 2009
Total Contract Price	\$14,944,131	\$52,888,374	\$5,698,000	\$22,989,000	\$39,029,099
Uncompleted Dollar Value if Firm is the Prime Contractor	\$109,907	\$10,045,062	\$881,512	\$18,627,585	\$7,381,852
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork		\$50,000	\$25,000		\$10,000
Portland Cement Concrete Paving		\$750,000			\$1,685,040
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					\$1,250,000
Drainage			\$50,000		
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction		\$120,000			\$500,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction				\$2,400,000	
Totals	\$0	\$920,000	\$75,000	\$2,400,000	\$3,445,040

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



**Part III. Work Subcontracted to Others.**

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

	5	6	7	8	9
Subcontractor	Eason	Central	Highway Tech	C Szabo	Kapur
Type of Work	Abatement	Asphalt	Traffic Con	Utility	Survey
Subcontract Price	\$167,140	\$5,993,095	\$38,000	\$384,068	\$256,200
Amount Uncompleted	\$1,282	\$1,710,229	\$8,936	\$252,000	\$51,240
Subcontractor	Technica	Area	Araiza	Wingren	Arrow Road
Type of Work	Demolition	Erection	Concrete	Landscape	Asphalt
Subcontract Price	\$220,846	\$415,730	\$33,240	\$309,434	\$3,860,500
Amount Uncompleted	\$0	\$2,971	\$9,310	\$309,434	\$1,672,656
Subcontractor	Ability Rockroad	Acura	Mega Steel	Beverly	American Restorati
Type of Work	Asphalt	Misc Concrete	Reinforcing	Asphalt	Restoration
Subcontract Price	\$45,963	\$6,314,554	\$68,625	\$17,445	\$33,492
Amount Uncompleted	\$0	\$643,187	\$9,077	\$17,445	\$31,710
Subcontractor	Arc	Omega	Amerian Restorato	Universal	Omega Demo
Type of Work	Underground	Demolition	Restoration	Misc Metal.	Demolition
Subcontract Price	\$389,991	\$553,294	\$2,213,770	\$119,000	\$698,110
Amount Uncompleted	\$0	\$16,860	\$246,441	\$119,000	\$268,358
Subcontractor	Atrium	Crown	Crown	Kremer Davis	Diamond Coring
Type of Work	Landscape	Paint	Paint	Glass	Concrete Cutting
Subcontract Price	\$94,630	\$116,959	\$100,400	\$76,000	\$115,808
Amount Uncompleted	\$0	\$100,765	\$27,050	\$75,000	\$70,165
Subcontractor	Fiberwrap	Western Remac	Hecker	L B Hall	Vixen
Type of Work	Concrete	Signage	Electrical	Fire protection	Curb and Gutter
Subcontract Price	\$251,448	\$450,113	\$141,700	\$152,000	\$267,481
Amount Uncompleted	\$0	\$178,362	\$41,670	\$74,000	\$101,191
Subcontractor	Metal Erectors	American	Quinco Steel	Just rite	Aldridge
Type of Work	Metal	Restoration	Erector	Accoustical Clg	Electrical
Subcontract Price	\$58,500	\$68,516	\$88,750	\$305,000	\$668,820
Amount Uncompleted	\$0	\$55,478	\$4,438	\$305,000	\$255,075
Subcontractor	A-1	Quality Saw & Seal		Mid America	Illini Fence
Type of Work	Roofing	Saw Cut		Elevator	Fence
Subcontract Price	\$390,728	\$138,013		\$160,000	\$120,139
Amount Uncompleted	\$44,778	\$62,929		\$159,000	\$79,577
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$11,231,766	\$12,593,942	\$1,219,773	\$18,466,053	\$16,950,434
Amount Uncompleted	\$63,847	\$6,354,281	\$459,590	\$14,916,706	\$1,406,840
Total Uncompleted	\$109,907	\$9,125,062	\$806,512	\$16,227,585	\$3,936,812

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.



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
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For Letting of January 15, 2010

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**PART I. WORK UNDER CONTRACT**

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

	10	11	12	13	14
County and Section Number	Item 1A	Willow Road	Midway - Concourse	Lake St. Column R	Washington St.
Contract With	IDOT	ISTHA	CDOA	CDOT	Lake Cty Gr.
Estimated Completion Date	June 1, 2010	June 30, 2008	Feb. 2010	June 1, 2011	Oct. 31, 2009
Total Contract Price	\$2,219,580	\$25,598,674	\$26,344,000	\$6,623,287	\$4,859,549
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,112,000	\$10,000	\$6,826,656	\$6,623,287	
Uncompleted Dollar Value if Firm is the Subcontractor					\$1,076,523

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

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

Earthwork	\$50,000			\$300,000	
Portland Cement Concrete Paving	\$1,062,000				\$738,097
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					\$250,000
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping				\$350,000	
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					\$325,000
Other Construction (List)					
Building Construction			\$1,735,240	\$1,100,000	
Totals	\$1,112,000	\$0	\$1,735,240	\$2,075,000	\$988,097

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

**Part III. Work Subcontracted to Others.**

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

	10	11	12	13	14
Subcontractor		Peter Baker	Universal Security	Metropolitan Steel	Area
Type of Work		Asphalt	Security	Steel Erection	Steel Erection
Subcontract Price		\$1,365,496	\$50,000	\$1,799,000	\$94,511
Amount Uncompleted		\$0	\$50,000	\$1,799,000	\$0
Subcontractor		Jabco	Quality Exc.	A C Iron	Rampart Hydro
Type of Work			Excavation	Rebar Erection	Hydro Demo
Subcontract Price		\$327,536	\$682,637	\$52,086	\$29,400
Amount Uncompleted		\$0	\$56,564	\$52,086	\$784
Subcontractor		Araiza Corp	Foundation Drilling		Mitchell Steel, Inc.
Type of Work		Concrete work	Cassions		Rebar
Subcontract Price		\$636,807	\$18,000		\$41,385
Amount Uncompleted		\$0	\$0		\$2,090
Subcontractor		Hecker and Co.	Chakra		Quality Saw & Seal
Type of Work		Electrical	Misc Carpentry		Concrete Sawing
Subcontract Price		\$2,253,988	\$905,000		\$91,827
Amount Uncompleted		\$0	\$279,000		\$750
Subcontractor		GFS	Performance Plumb		Vixen
Type of Work		Fence & Guardrail	Plumbing		Misc Concrete
Subcontract Price		\$409,692	\$920,688		\$466,671
Amount Uncompleted		\$0	\$420,688		\$84,802
Subcontractor		Natural Creations	Just Rite		
Type of Work		Landscape	Accoustical Tile		
Subcontract Price		\$235,575	\$62,900		
Amount Uncompleted		\$0	\$34,970		
Subcontractor		Lucky Charm	Unistrut International		
Type of Work		Clearing	Unistrut		
Subcontract Price		\$51,869	\$71,000		
Amount Uncompleted		\$0	\$20,000		
Subcontractor		Area Equipment	Municipal Elevator		
Type of Work		Steel erection	Elevator		
Subcontract Price		\$325,673	\$194,000		
Amount Uncompleted		\$0	\$91,200		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$1,107,580	\$9,138,564	\$18,659,100	\$3,926,086	\$0
Amount Uncompleted	\$1,107,580	\$10,000	\$4,138,994	\$2,697,201	\$0
Total Uncompleted	\$1,107,580	\$10,000	\$5,091,416	\$4,548,287	\$88,426

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.



# Illinois Department of Transportation

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## PART I. WORK UNDER CONTRACT

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	Pending	16	17	18	19
County and Section Number	Cont. 04-201-4F	Belmont/Fullerton	9th District Police	Upper DesPlaines	Southwest Middle
Contract With	MWRDGC	CTA	PBC	MWRDofGC	PBC
Estimated Completion Date	Jan 1, 2011	February 2010	December 2009	May 2009	Oct 1, 2009
Total Contract Price	\$54,898,250	\$104,626,424	\$28,977,000	\$8,787,962	\$29,390,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$54,898,250	\$2,855,525	\$192,712	\$6,164,898	\$939,000
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork	\$3,888,000				
Portland Cement Concrete Paving	\$405,000				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction	\$11,097,000				
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction		\$500,000		\$1,788,938	\$75,000
Totals	\$15,390,000	\$500,000	\$0	\$1,788,938	\$75,000

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**Part III. Work Subcontracted to Others.**

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

	15	16	17	18	19
Subcontractor		Dynamic Wrecking	Superior FI	Falk	M T Transit
Type of Work		Demolition	Flooring	Survey	Excavation
Subcontract Price		\$4,207,041	\$62,430	\$65,596	\$416,968
Amount Uncompleted		\$4,039	\$0	\$0	\$0
Subcontractor		Case Foundation	T & D	Harrington	Flk Engineer
Type of Work		Cassions	Excavating	Excavation	Survey
Subcontract Price		\$4,337,441	\$2,558,000	\$170,415	\$56,876
Amount Uncompleted		\$86,676	\$0	\$0	\$0
Subcontractor		Civil Contr.	Cabo	Accu Paving	Pederson
Type of Work		Utilities	Sewer	Asphalt	Landscape
Subcontract Price		\$795,000	\$275,688	\$15,500	\$448,262
Amount Uncompleted		\$54,162		\$15,500	\$1,956
Subcontractor		A & H	MG Electric		Degraf
Type of Work		Plumbing	Electrical		Concrete
Subcontract Price		\$411,094	\$4,397,864		\$1,619,618
Amount Uncompleted		\$244,545	\$146,437		\$0
Subcontractor		Just Rite	Nikolas	M A Steel	All Masonry
Type of Work		Accoustical	Paint	Rebar	Masonry
Subcontract Price		\$19,308	\$103,688	\$15,000	\$4,184,194
Amount Uncompleted			\$0	\$11,975	\$52,414
Subcontractor		Chappel West, Inc.	Weis	Acura	Metropolitan Steel
Type of Work		Metal Bldg	Stone	Misc Conc.	Steel
Subcontract Price		\$247,947	\$6,995	\$24,246	\$2,937,100
Amount Uncompleted		\$0	\$0	\$0	\$5,841
Subcontractor		Brand	Kone	F & B	WEB
Type of Work		Scaffolding	Elevator	Masonry	Misc Metal
Subcontract Price		\$4,772	\$91,095	\$23,900	\$356,007
Amount Uncompleted		\$0	\$0	\$23,900	\$4,180
Subcontractor		Break thru	Mid America	Atlantic Painting	L B Hall
Type of Work		Demolition	Elevator	Paint	Spray Fireproffing
Subcontract Price		\$353,400	\$128,650	\$260,000	\$98,000
Amount Uncompleted		\$0	\$0	\$260,000	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$39,508,250	\$56,377,990	\$14,057,537	\$7,929,024	\$16,267,211
Amount Uncompleted	\$39,508,250	\$1,966,103	\$46,275	\$4,064,585	\$799,609
Total Uncompleted	\$39,508,250	\$2,355,525	\$192,712	\$4,375,960	\$864,000

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



# Illinois Department of Transportation

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## PART I. WORK UNDER CONTRACT

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	20	21	22	23	24
County and Section Number	3 Station - Brown L	5 Station - Brown L	N B - I-94	O'Hare MP-JOC	SB I-94, I-07-5221
Contract With	CTA	CTA	ISTHA	CDOT	ISTHA
Estimated Completion Date	Sept 2008	August 2007	Dec. 19, 2009	January 2008	Nov. 21, 2008
Total Contract Price	\$47,911,454	\$20,676,519	\$29,268,849	\$10,000,000	\$25,174,444
Uncompleted Dollar Value if Firm is the Prime Contractor	\$861,798	\$100,369	\$7,313,287	\$558,640	\$1,126,213
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork			\$150,000		
Portland Cement Concrete Paving			\$1,728,000		
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					\$25,000
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			\$754,000		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$0	\$0	\$2,632,000	\$0	\$25,000

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

Part III. Work Subcontracted to Others.

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

	20	21	22	23	24
Subcontractor	Gillen	Alpine Demol	Curran		Kapur
Type of Work	Foundation	Demolition	Asphalt		Survey
Subcontract Price	\$1,229,714	\$60,269	\$4,240,081		\$190,000
Amount Uncompleted	\$0	\$0	\$1,725,393		\$0
Subcontractor	Dynamic Wrecking	Dynamic Wrecking	Aldridge		Aldridge
Type of Work	Demolition	Demolition	Electrical		Electrical
Subcontract Price	\$1,725,733	\$720,275	\$2,133,026		\$810,988
Amount Uncompleted	\$22,316	\$0	\$999,152		\$5,871
Subcontractor	Swanson	Divane Elec	Industrial Fence		Industrial Fence
Type of Work	Track	Electrical	Fence		Fence
Subcontract Price	\$734,182	\$4,627,021	\$747,321		\$334,560
Amount Uncompleted	\$0		\$261,422		\$0
Subcontractor	EVC	EVC	Natural Creation		Laredo
Type of Work	Painting	Painting	Landscaping		Landscape
Subcontract Price	\$2,154,841	\$750,000	\$482,073		\$427,897
Amount Uncompleted	\$34,490	\$0	\$227,970		\$0
Subcontractor	Roberts	Lakeshore Glass	GFS		Western Remac
Type of Work	HVAC	Glazing	Guard Rail		Signage
Subcontract Price	\$249,516	\$655,592	\$705,375		\$449,739
Amount Uncompleted	\$10,366	\$0	\$280,281		\$0
Subcontractor	A & H	A & H	Roadsafe		Roadsafe Traffic
Type of Work	Plumbing	Plumbing	Traffic Control		Traffic Control
Subcontract Price	\$243,961	\$14,867	\$1,185,483		\$843,919
Amount Uncompleted	\$4,811	\$0	\$760,269		\$0
Subcontractor	Justrite	Ellsion Bronze	Mitchell Steel		Curran
Type of Work	Accoutical Clg	Doors	Set Rebar		Apshalt
Subcontract Price	\$78,930	\$77,750	\$99,214		\$2,187,975
Amount Uncompleted	\$0	\$0	\$629		\$0
Subcontractor	Western Remac	Industrial Door	Homar		Acura
Type of Work	Signage	Doors	Tree Service		Curb & Gutter
Subcontract Price	\$433,164	\$28,400	\$9,729		\$988,182
Amount Uncompleted	\$6,362	\$0	\$9,279		\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$30,175,720	\$8,482,657	\$8,089,693	\$10,000,000	\$9,439,272
Amount Uncompleted	\$783,453	\$100,369	\$416,892	\$558,640	\$1,095,342
Total Uncompleted	\$861,798	\$100,369	\$4,681,287	\$558,640	\$1,101,213

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.



# Illinois Department of Transportation

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

**Affidavit of Availability**  
For Letting of January 15, 2010

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

## PART I. WORK UNDER CONTRACT

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

	25	26	Pending	Pending	29
County and Section Number	Wentworth II	I 80/94 - 62114	Morgan St.	Union Pacific	SB I-94, I-06-5220
Contract With	CHA	IDOT	CDOT	Metra	ISTHA
Estimated Completion Date	May 2007	June 26, 2007	September 2011	Jan 2011	Dec. 19, 2008
Total Contract Price	\$36,651,107	\$71,004,578	\$25,257,000	\$1,371,000	\$39,851,279
Uncompleted Dollar Value if Firm is the Prime Contractor	\$281,724	\$301,139	\$25,257,000	\$1,371,000	\$702,823
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork			\$500,000		
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			\$1,750,000	\$425,000	\$25,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction			\$5,350,000		
Totals	\$0	\$0	\$7,600,000	\$425,000	\$25,000

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Part III. Work Subcontracted to Others.

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

	25	26	Pending	Pending	29
Subcontractor	JVI Industries	S & J Construction			Kapur
Type of Work	Abatement	Signage			Survey
Subcontract Price	\$487,106	\$692,505			\$328,750
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Universal Iron	Cabo			Arrow
Type of Work	Fence	Sewer			Asphalt
Subcontract Price	\$323,438	\$6,342,912			\$2,091,824
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Knickerbocker	Aldridge Elec			Acura
Type of Work	Roofing	Electrical			Curb & Gutter
Subcontract Price	\$1,401,140	\$722,198			\$460,731
Amount Uncompleted	\$0	\$49,436			\$0
Subcontractor	Homeland	Brandenburg			John Burns
Type of Work	Windows	Demolition			Electrical
Subcontract Price	\$1,663,085	\$839,266			\$2,047,616
Amount Uncompleted	\$11,850	\$0			\$0
Subcontractor	Aquamist	G F Structures			Industrial Fence
Type of Work	Plumbing	Fence & Guard Rail			Fence
Subcontract Price	\$2,717,785	\$457,934			\$546,901
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Sager	Lucky Charm			Laredo Sys
Type of Work	Sealant	Clearing			Landscape
Subcontract Price	\$34,500	\$37,727			\$71,132
Amount Uncompleted		\$0			\$0
Subcontractor	Schindler	Hawk Enterprise			Crown
Type of Work	Elevator	Layout			Painting
Subcontract Price	\$57,000	\$570,521			\$252,440
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Landscape Forms	NES			Western
Type of Work	Site Furniture	Traffic Control			Signage
Subcontract Price	\$23,940	\$894,455			\$142,643
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$26,297,384	\$26,204,383	\$17,657,000	\$946,000	\$11,662,310
Amount Uncompleted	\$269,874	\$251,703	\$17,657,000	\$946,000	\$677,823
Total Uncompleted	\$281,724	\$301,139	\$17,657,000	\$946,000	\$677,823

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



**Illinois Department of Transportation**

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

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

**PART I. WORK UNDER CONTRACT**

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

	30	31	32	Pending	34
County and Section Number	CDOA	CDOW	CDOT	ISTHA	West Jackson
Contract With	Fed Ex Veh Maint	Jardine Water PI	Monroe Bridge Hol	I-90 RR-09-5582	CDOT
Estimated Completion Date	Sept. 30, 2009	July 2009	January 31, 2008	July 2010	May, 2010
Total Contract Price	\$9,619,000	\$545,000	\$4,300,240	\$2,308,644	\$11,915,264
Uncompleted Dollar Value if Firm is the Prime Contractor	\$969,360	\$138,650	\$35,585	\$2,308,644	\$9,332,559
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork					\$40,000
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs				\$900,000	\$2,240,000
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					\$1,596,047
Other Construction (List)					
Building Construction	\$225,000	\$22,825			\$755,743
Totals	\$225,000	\$22,825	\$0	\$900,000	\$4,631,790

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

**Part III. Work Subcontracted to Others.**

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

	30	31	32	Pending	34
Subcontractor	Falk PLI	Romero	United Rental		Midwest Fence
Type of Work	Survey	Steel	Traffic Control		Fence
Subcontract Price	\$11,548	\$37,500	\$27,176		\$11,330
Amount Uncompleted	\$0	\$22,249	\$0		
Subcontractor	F & B	Wilkin	Holly Marine		Omega
Type of Work	Masonry	Ins Spray	Barge Work		Demolition
Subcontract Price	\$234,571	\$2,830	\$46,000		\$1,099,699
Amount Uncompleted	\$1,008	\$2,830	\$0		\$781,222
Subcontractor	Cabo	A & A Drywal	Brandenburg		John Burns
Type of Work	Sewer	Drywall	Demolition		Electrial
Subcontract Price	\$579,751	\$58,651	\$280,000		\$793,577
Amount Uncompleted	\$5,000	\$6,961	\$0		\$599,268
Subcontractor	AAA Fence	Mr Davids	F & B masonry		Traffic Control & P
Type of Work	Silt Fence	Floor	Masonry		Traffic control
Subcontract Price	\$5,361	\$875	\$900,076		\$65,273
Amount Uncompleted	\$0	\$875	\$0		\$45,523
Subcontractor	ATMI	Uptown	K & K Iron		Pine
Type of Work	Pre cast	Paint	Structural Steel		Waterproofing
Subcontract Price	\$74,000	\$9,400	\$284,489		\$53,743
Amount Uncompleted	\$0	\$6,007	\$0		\$53,743
Subcontractor	Arrow	A Green	Auburn Corp		Mega
Type of Work	Asphalt	Plumbing	Windows		Rebar
Subcontract Price	\$893,538	\$9,000	\$49,620		\$163,481
Amount Uncompleted	\$207,314	\$9,000	\$0		\$137,800
Subcontractor	L B Hall	Air Design	Mr Davids		
Type of Work	Spray Fire Proofing	HVAC	Flooring		
Subcontract Price	\$38,503	\$159,600	\$1,000		
Amount Uncompleted	\$1,503	\$41,686	\$0		
Subcontractor	Superior	Broadway	Legacy Paint		
Type of Work	Flooring	Electrical	Paint		
Subcontract Price	\$9,400	\$48,100	\$16,950		
Amount Uncompleted	\$940	\$26,217	\$0		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$5,298,017		\$2,296,838	\$1,408,644	\$4,507,970
Amount Uncompleted	\$528,595		\$35,585	\$1,408,644	\$3,083,213
Total Uncompleted	\$744,360	\$115,825	\$35,585	\$1,408,644	\$4,700,769

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.



# Illinois Department of Transportation

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

Affidavit of Availability  
For Letting of January 15, 2010

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

## PART I. WORK UNDER CONTRACT

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

	35	36	37	38	39
County and Section Number	Improvements to Ba	Ravenswood North	Reconstruct I-88	Jardine Water Purf	Touhy Ave
Contract With	MWRDof GC	CTA	ISTHA	CDOW	MWRD of GC
Estimated Completion Date	March 2012	December 2009	Dec. 15, 2009	January 2008	August 2010
Total Contract Price	\$20,494,701	\$22,852,000	\$55,111,849	\$16,176,605	\$1,744,000
Uncompleted Dollar value if Firm is the Prime Contractor	\$9,130,767	\$1,040,000	\$2,301,383	\$598,509	\$1,320,035
Uncompleted Dollar value if Firm is the Subcontractor					

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

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

Earthwork					
Portland Cement Concrete Paving					\$26,600
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					\$577,600
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction			\$25,000		\$83,600
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					\$20,000
Other Construction (List)					
Building Construction	\$1,459,561	\$50,000		\$597,268	
Totals	\$1,459,561	\$50,000	\$25,000	\$597,268	\$707,800

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

**Part III. Work Subcontracted to Others.**

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

	35	36	37	38	39
Subcontractor	Il in One	Garth Const.	Natural Creations	Technica	Traffic Control
Type of Work	Process Plates	Demolition	Landscape	Abatement	Traffic Con
Subcontract Price	\$3,561,705	\$1,200,000	\$455,973	\$48,060	\$39,900
Amount Uncompleted	\$1,377,003	\$132,823	\$179,109	\$0	\$31,050
Subcontractor	Composite St	Swanson	Aldridge	Naturescape	Omega
Type of Work	Steel	Track Work	Electrical	Landscape	Demolition
Subcontract Price	\$324,674	\$7,681,556	\$3,030,501	\$66,700	\$86,500
Amount Uncompleted	\$324,674	\$648,110	\$541,102	\$0	\$42,031
Subcontractor	Wolf	Diaz	Industrial Fence	Cabo Const	Sanchez
Type of Work	Mechanical	Landscape	Fence	Sewer	Asphalt
Subcontract Price	\$316,285	\$4,750	\$630,720	\$1,567,730	\$23,500
Amount Uncompleted	\$316,285	\$4,750	\$57,378	\$0	\$23,500
Subcontractor	Crown	Metropolitan Steel	Certified Painting	National Restoratio	Atrium
Type of Work	Paint	Erect Steel	Painting	Conc Restoration	Landscape
Subcontract Price	\$51,728	\$90,000	\$120,000	\$712,771	\$9,400
Amount Uncompleted	\$51,728	\$0	\$840	\$0	\$9,400
Subcontractor	Gammie	Mader	Mega Steel	Weis	Quality Saw
Type of Work	Plumbing	Roof	Reinforcing Steel	Masonry	Cutting
Subcontract Price	\$17,370	\$480	\$1,135,714	\$715,000	\$7,928
Amount Uncompleted	\$0	\$0	\$108,762	\$0	\$5,946
Subcontractor	Just Rite	Divane	Central	Midwest Fence	Metropolitan S.
Type of Work	Ceiling	Electrical	Asphalt	Fence	Erection'
Subcontract Price	\$5,200	\$1,715,000	\$3,055,774	\$153,131	\$83,600
Amount Uncompleted	\$5,200	\$106,140	\$582,759	\$0	\$83,600
Subcontractor	MTH		United Rental	A Green	M G
Type of Work	Steel		Traffic Control	Plumbing	Electrical
Subcontract Price	\$81,851		\$2,034,720	\$21,000	\$4,464
Amount Uncompleted	\$0		\$347,340	\$0	\$4,464
Subcontractor	Spectrum		Kujo	Divane	Mega
Type of Work	Masonry		Signage	Electrical	Rebar Erection
Subcontract Price	\$774,700		\$797,398	\$3,547,869	\$113,516
Amount Uncompleted	\$751,150		\$22,992	\$1,241	\$90,295
Subcontractor	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs	Miscellaneous & Uncommitted Subs
Type of work					
Subcontract Price	\$12,128,227	\$4,994,464	\$25,126,008	\$3,782,266	\$528,714
Amount Uncompleted	\$4,845,166	\$98,177	\$436,101		\$321,949
Total Uncompleted	\$7,671,206	\$990,000	\$2,276,383	\$1,241	\$612,235

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.



**Illinois Department of Transportation**

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

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**PART I. WORK UNDER CONTRACT**

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	40	41	42	43	44
County and Section Number	Hydraulic Improver	Jardine Water PI	SB I-94,I-07-5226	Brown Line - 4 Stat	Primary Stl Tanks
Contract With	MWRD of GC	CDOW	ISTHA	CTA	MWRD of GC
Estimated Completion Date	March 2010	Nov. 2008	Nov. 21, 2008	November 2009	November 2012
Total Contract Price	\$61,491,766	\$6,616,467	\$32,932,708	\$68,083,089	\$137,084,400
Uncompleted Dollar Value if Firm is the Prime Contractor	\$10,810,933	\$5,479	\$767,998	\$369,629	\$81,064,860
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

Joint Venture Portion

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Misc. Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Fabrication					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$614,750				\$25,875,000
Totals	\$614,750	\$0	\$0	\$0	\$25,875,000

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

**Part III. Work Subcontracted to Others.**

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

	40	41	42	43	44
Subcontractor	Hayward Baker	Anderson & Shaw	Kapur	All American Sol.	Chidester
Type of Work	Retention	Roof	Survey	Exterior	Excavation
Subcontract Price	\$1,553,307	\$2,251,371	\$220,000	\$1,238,408	\$3,599,671
Amount Uncompleted	\$0	\$5,479	\$0	\$7,595	\$1,638,521
Subcontractor	Chidester	National	Hecker	Mid Amerian EI	Civil
Type of Work	Excavation	Demolition	Electrical	Elevator	Utilities
Subcontract Price	\$492,346	\$128,714	\$995,920	\$1,873,072	\$8,503,200
Amount Uncompleted	\$6,974	\$0	\$57,910	\$0	\$2,852,355
Subcontractor	Keefe	Lake Shore Glass	Illini Fence	Robert Env.	Bigane
Type of Work	Pipe Jacking	Glazing	Fence	HVAC	Asphalt Paving
Subcontract Price	\$96,772	\$13,400	\$14,579	\$364,268	\$62,700
Amount Uncompleted	\$0	\$0	\$6,824	\$357	\$26,550
Subcontractor	Civil	J P Phillips	GF Structures	Commonwealth	Industrial Fence
Type of Work	Underground	Plaster	Guard Rail	DownSpouts	Fence
Subcontract Price	\$2,945,691	\$57,642	\$311,188	\$447,245	\$199,630
Amount Uncompleted	\$822,843	\$0	\$0	\$0	\$160,662
Subcontractor	M A Steel	Crown	Laredo Systems	Arc	F & B
Type of Work	Rebar	Paint	Landscaping	Sewer	Masonry
Subcontract Price	\$2,431,226	\$397	\$458,988	\$437,246	\$3,423,485
Amount Uncompleted	\$25,911	\$0	\$0	\$0	\$3,288,000
Subcontractor	Sanchez	Gilco	Western Remac,	Lake Shore Glas	Lake Shore Glas
Type of Work	Paving	Scaffolding	Signage	Glass	Glass
Subcontract Price	\$168,324	\$98,257	\$104,313	\$610,077	\$247,800
Amount Uncompleted	\$168,324	\$0	\$0	\$71,307	\$191,926
Subcontractor	Knickerbocker	Azaiza	Roadsafe Traffic	Just Rite	Anagnos Door
Type of Work	Roofing	Concrete	Traffic Control	Ceiling	O H Doors
Subcontract Price	\$363,630	\$18,000	\$570,606	\$100,000	\$80,317
Amount Uncompleted	\$153,079	\$0	\$0	\$0	\$79,200
Subcontractor	Sager	Allied	Area	Onscape	A & C Electric
Type of Work	Caulk	Waterproofing	Erection	Landscape	Electrical
Subcontract Price	\$7,574	\$219,160	\$194,496	\$260,147	\$600,000
Amount Uncompleted	\$0	\$0	\$0	\$0	\$600,000
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$44,087,290	\$3,535,873	\$15,853,807	\$45,266,520	\$81,394,439
Amount Uncompleted	\$9,019,052		\$703,264	\$290,370	\$46,352,646
Total Uncompleted	\$10,196,183	\$5,479	\$767,998	\$369,629	\$55,189,860

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

Subscribed and sworn to before me  
 this 11th day of November, 2009

*Kathleen Pattison*  
 Notary Public  
 My commission expires: 8-24-10

(Notary Seal)



Type or Print Name Robert F. Zitek - Agent  
 Officer or Director

Signed *Robert F. Zitek*

Company E.H. Paschen/S N Nielsen & Associates, LLC

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

	1	2	3	4	Awards Pending	TOTALS
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)						
<b>TOTALS</b>						



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**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					

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**Affidavit of Uncompleted Work (continued)**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (SEAL)

Commission expires:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

**Statement Of Bidder's Qualifications**

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

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

Submitted By Robert F. Zitek

Title Agent

Permanent Main Office Address 8725 W. Higgins Rd., Suite 200

Local Address Chicago, Illinois 60631

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

How many years operating as contractor for work of this nature? 33

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

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

PROJECTS COMPLETED - SIMILAR SCOPE

Client Name	Project Name	Value	Completion
Chicago Park District	Chicago Park District JOC	\$12,000,000	12/31/2011
Chicago Park District	CPD JOC P-03061	\$1,512,725	12/1/2007
Chicago Park District	Model Yacht Basin	\$434,788	4/15/2007
Chicago Park District	Bessemer Park Soccer Fields	\$135,000	11/15/2006
Chicago Park District	Kilborn Park Soccer Fields	\$135,000	11/15/2006
Chicago Park District	Moore Park Basketball Court	\$16,445	9/29/2006
Chicago Park District	Skinner Park Tranquility Garden	\$166,697	8/4/2006
Chicago Park District	Grant Park Dog Park	\$259,923	6/17/2006
Chicago Park District	Daley Bicentennial Improvements	\$55,900	5/9/2005
Chicago Park District	CPD JOC P-99108	\$15,650,304	6/1/2004
Chicago Park District	Jackson Park - 63rd St. Beach House Ph. 2	\$6,770,105	10/1/2000
Chicago Park District	Water Playgrounds at 5 Parks	\$2,430,388	12/1/1999
Chicago Park District	Jackson Park - 63rd St. Beach House	\$1,281,183	8/1/1999
Chicago Park District	Garfield Park Conservatory - New Entry Pavilion	\$1,679,789	5/1/1999
Chicago Park District	Columbus Park Refectory	\$411,574	1/1/1999
Chicago Park District	Warren Park Ice Rink	\$1,805,389	11/1/1998
Chicago Park District	Humboldt Park Boathouse Restoration	\$368,474	8/1/1998
Chicago Park District	Diversey Driving Range	\$1,329,431	7/1/1998
Chicago Park District	Humboldt Park Stable Restoration	\$1,751,444	6/1/1998
Chicago Park District	Pool Renovations (4)	\$2,027,522	6/1/1998
Chicago Park District	Wilson Park Pool	\$390,000	7/1/1997
Chicago Park District	Pool Renovations (5)	\$319,103	6/1/1997
University of Illinois - Chicago	South Campus Improvements	\$5,107,002	8/1/1996
Chicago Park District	Grant Park Music Shell Renovation	\$453,813	4/1/1994
Chicago Park District	Grant Park North Garage Renovation	\$5,708,334	4/1/1994
Chicago Park District	LeClaire-Hearst Community Center Exterior Renovations	\$299,500 In Progress	
Chicago Park District	Building Envelope Renovations	\$665,700 In Progress	
Chicago Park District	Chicago Park District JOC P -03061	\$8,077,281 In Progress	

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508  
MARQUETTE PARK PLAYGROUND

**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~~ <sup>company</sup>: Limited Liability Company

- (a) ~~Corporation~~ <sup>Company</sup> Name F.H. Paschen, S.N. Nielsen & Associates LLC
- (b) State and City in which ~~incorporated~~ <sup>incorporated</sup> organized. Illinois, Chicago
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois

Burke, Burns & Pinelli, Ltd. Three First national Plaza, Suite 4000, Chicago, IL 60602

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

See Attached Directive

_____ Name	_____ Title
_____ Name	_____ Title

If submitted by a partnership:

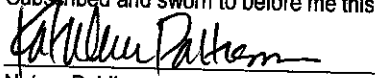
- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

If submitted by an individual:

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

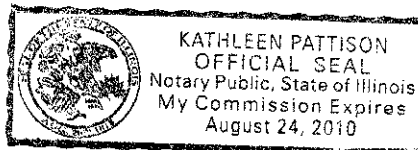
  
Signature of Affiant - Robert F. Zitek, Agent

Subscribed and sworn to before me this 31st day of March 20 10

  
Notary Public

(SEAL)

My Commission expires: August 24, 2010



CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a Directive issued by FHP Management, Inc. on June 11, 2008, the Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

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

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

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

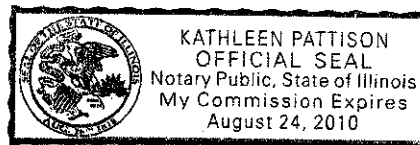
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 16th day of March, 2010.

  
\_\_\_\_\_  
Carol M. Einfalt  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 16th day of March, 2010.

  
\_\_\_\_\_  
Kathleen Pattison  
Notary Public



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1<sup>st</sup> and 2<sup>nd</sup> low bidders.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: Contract 1508

Description of goods or services to be provided under Contract  
Marquette Park Playground

2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained: \_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
T&D Excavation and Grading	20W327 Belmont, Addison, IL	Sub-Contractor (MBE)	\$55,290 (Estimated)
Atrium, Inc.	17113 W Davey, Lemont, IL	Sub-Contractor (WBE)	\$13,000 (Estimated)
Araiza Corporation	4841 W 173rd, Country Club Hills	Sub-Contractor (MBE)	\$18,500 (Estimated)

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.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

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

Signature *Robert F. Zitek*

Date April 5, 2010

Name (Type or Print) Robert F. Zitek

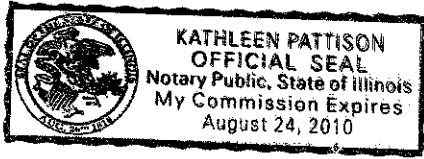
Title Agent

Subscribed and sworn to before me  
this 5th day of April, 2010

(SEAL)

*Kathleen Pattison*  
Notary Public

Commission expires: August 24, 2010



\*ISSUED IN DUPLICATE\*

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**PERFORMANCE AND PAYMENT BOND**

Contract No. 1508

Bond No. 929503052

KNOW ALL MEN BY THESE PRESENTS, that we, F.H. Paschen, SN Nielsen & Associates, I.L.C., a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and Continental Casualty Company

a corporation organized and existing under the laws of the State of IL, 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 Three Hundred Six Thousand Dollars and No Cents (\$306,000.00) 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 April 13, 2010, for the fabrication, delivery, performance and installation of

Marquette Park Playground  
6743 S. Kedzie Avenue, Chicago, IL  
New Construction

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

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 Three Hundred Six Thousand Dollars and No Cents (\$306,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1508

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this April 19, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name \_\_\_\_\_

BY \_\_\_\_\_ (Seal)  
Individual Principal

Business Address \_\_\_\_\_

\_\_\_\_\_  
Individual Principal (Seal)

City \_\_\_\_\_ State \_\_\_\_\_

CORPORATE SEAL

ATTEST:

BY Carol M. Einfalt  
Carol M. Einfalt  
Secretary  
Title

F.H. Paschen, SN Nielsen & Associates, LLC  
Corporate Principal

BY James V. Blair  
James V. Blair  
President  
Title

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

BY Adrienne C. Stevenson  
Adrienne C. Stevenson  
333 S. Wabash Avenue, Chicago, IL 60604  
Business Address & Telephone 312-822-5000

Continental Casualty Company  
Corporate Surety

Attorney-In-Fact  
Title  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Andrea Warming

Business Address: 333 E. Butterfield Road, Lombard, IL 60148

Telephone: (630) 719-3100 Fax: (630) 719-3305

The rate of premium of this Bond is \$ Various per thousand. \*\*  
Total amount of premium charged is \$ 2,610.00 \*\*

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1508

BOND APPROVAL

BY

Edmund Johnson

Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Carol M. Einfalt, certify that I am the \_\_\_\_\_ Secretary of F.H. Paschen, SN Nielsen & Associates, LLC, corporation named as Principal in the foregoing performance and payment bond, that James V. Blair who signed on behalf of the Principal was then President of said corporation; that I 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 19th day of Apr 2010.

Carol M. Einfalt  
Carol M. Einfalt

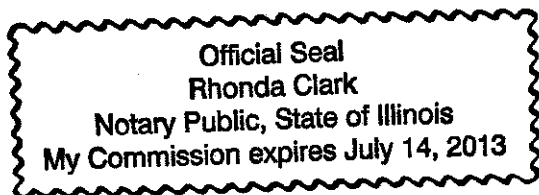
CORPORATE SEAL

**STATE OF ILLINOIS  
COUNTY OF COOK**

On this 19th day of April, 2010, before me personally came Adrienne C. Stevenson to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Continental Casualty Company

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



Rhonda Clark

**NOTARY PUBLIC**

**My Commission Expires**

July 14, 2013

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 14th day of September, 2009.



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

*Jacquelyne M. Belcastro*  
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 14th day of September, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

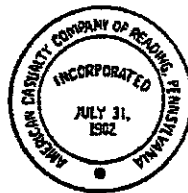


My Commission Expires September 17, 2013

*Eliza Price*  
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of April, 2010.



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

*Mary A. Ribikawskis*  
Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

### "Article IX—Execution of Documents

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

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

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

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

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

### "Article VI—Execution of Documents

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

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

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

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

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

### "Article VII—Execution of Documents

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

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

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



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Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**Document Submittal Checklist**

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

1.  X  Contractor's Bid
2.  X  Bid Guarantee
3.  X  Acceptance of the Bid
4.  X  Basis of Award (Award Criteria)
5.  X  Unit Prices (If applicable)
6.  X  Affidavit of Non-Collusion
7.  NA  Schedule B – Affidavit of Joint Venture (if applicable)
8.  X  Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9.  NA  Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10.  X  Affidavit of Uncompleted Work
11.  X  Proof of Ability to Provide Bond
12.  X  Proof of Ability to Provide Insurance
13.  X  General Contractor's License

**The following documents must be submitted to the Commission with the Contractor's Bid:**

1.  X  Financial Statement
2.  X  Disclosure Affidavit
3.  X  Statement of Bidder's Qualifications
4.       **Disclosure of Retained Parties** (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

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**MARQUETTE PARK PLAYGROUND**

**EXHIBIT #1**

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

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	49.800	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER		FLT	2	48.300	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER		FLT	3	43.000	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER		FLT	4	35.750	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000

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PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD	43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD	38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER	BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD	37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD	28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPONTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

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

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performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

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

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

**CERAMIC TILE FINISHER**

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

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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 are installed in a similar manner.

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

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

**OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete

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Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including  $\frac{3}{4}$  cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader,

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**MARQUETTE PARK PLAYGROUND**

Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

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

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

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

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

**TERRAZZO FINISHER**

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

**TRAFFIC SAFETY**

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

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

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

Turntrailers 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 Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2010

**PRODUCER**  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

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

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic General Ins Corp	24139
INSURER B:	Westchester Fire Insurance Co	21121
INSURER C:	Indian Harbor Insurance Company	36940
INSURER D:	Illinois National Insurance Co	23817
INSURER E:		

**INSURED**  
F. H. Paschen S.N. Nielsen & Associates, LLC  
Attn: Nick Bilski  
8725 W Higgins Rd  
Chicago IL 60631 USA

Holder Identifier:

### COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	A1DG96030900	10/01/2009	10/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	A1CA96030900	10/01/2009	10/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	G21986094005	10/01/2009	10/01/2010	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	A1Dw96030900	10/01/2009	10/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
C		<b>OTHER</b> Contractor Poll	PEC0029223	10/01/2009	10/01/2010	Ea Claim/Agg	\$5,000,000

Certificate No: 570038527820

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Job Description: Marquette Park Playground Contract No.: 1508. Project #11070, 8725 W. Higgins Rd. Suite 200 Chicago, IL 60631. The Public Building Commission, Chicago Park District, and the City of Chicago and their respective board members, employees, elected officials, officers, or representatives are included as Additional

**CERTIFICATE HOLDER**  
Public Building Commission  
Richard J. Daley Center  
Attn: Procurement Dept.  
50 W. Washington Street, Room 200  
Chicago IL 60602 USA

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

**Attachment to ACORD Certificate for F. H. Paschen S.N. Nielsen &**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

F. H. Paschen S.N. Nielsen &  
Associates, LLC  
Attn: Nick Bilski  
8725 W Higgins Rd  
Chicago IL 60631 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		EXCESS LIABILITY					
D			23649439	10/01/2009	10/01/2010	Aggregate	\$25,000,000
						Each Occurrence	\$25,000,000
		OTHER					
C		Contractor Prof	PEC0029223	10/01/2009	10/01/2010	Ea Claim/Agg	\$5,000,000

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

Insured with respect to the General Liability and Auto Liability policies where required by written contract. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and Non-Contributory. A waiver of subrogation is granted in favor of Additional Insured on the General Liability, Auto Liability and workers Compensation policies where required by written contract. General Liability applies off-site.

Certificate No :

570038527820

# ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
04/19/2010

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

<b>PRODUCER</b> Scheers Commercial Lines HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559		PHONE (A/C, No, Ext): 630 468-5600	<b>COMPANY</b> Travelers Indemnity Company 190 South LaSalle Street 15th Floor Chicago, IL 60603-3410	
CODE: AGENCY CUSTOMER ID#: 69945	SUB CODE:			
<b>INSURED</b> F.H. Paschn, S.N. Nielsen and Associates LLC 8725 W. Higgins Rd, Suite 200 Chicago, IL 60631		LOAN NUMBER	POLICY NUMBER QT6601588C684TIL09	
		EFFECTIVE DATE 10/01/09	EXPIRATION DATE 10/01/10	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 Marquette Park Playground  
 Contract #1508  
 Project #11070

COVERAGE INFORMATION		
COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk	306000	5000

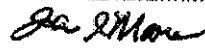
**REMARKS (Including Special Conditions)**

The Public Building Commission, Chicago Park District, and the City of Chicago are named as additional insureds and loss payees.

**CANCELLATION**

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 60 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

NAME AND ADDRESS The Public Building Commission Attn: Procurement Department Richard J. Daley Center 50 West Washington St., Room 200 Chicago, IL 60602	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE 		

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

**EXHIBIT #2 INSURANCE REQUIREMENTS**

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

**INSURANCE TO BE PROVIDED**

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

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to waiver of its Kotecki rights

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

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

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

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Chicago Park District, and the City 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

**4) Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced,

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1508

**MARQUETTE PARK PLAYGROUND**

must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District, and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

**5) Professional Liability**

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

**6) Builders Risk/Inland Marine**

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 park. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Chicago Park District and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission, Chicago Park District, and/or City of Chicago 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.

**B. ADDITIONAL REQUIREMENTS**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1508

**MARQUETTE PARK PLAYGROUND**

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

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

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission, Chicago Park District, and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

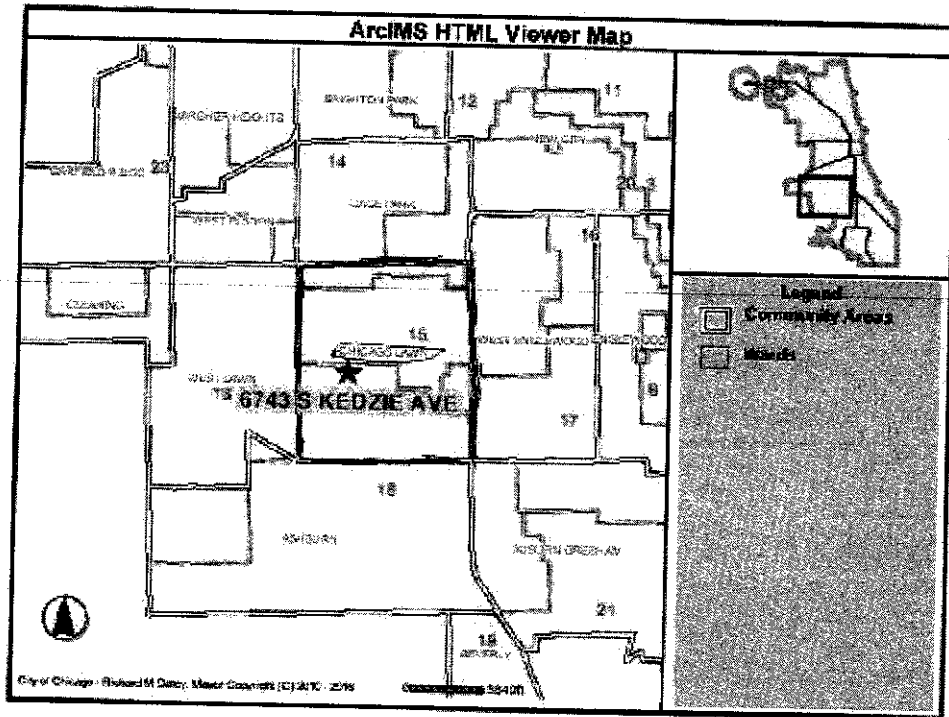
Contract No. 1508

MARQUETTE PARK PLAYGROUND

EXHIBIT # 3 COMMUNITY AREA MAP

Map Output

Page 1 of 1



[http://maps.cityofchicago.org/servlet/com.esri.esrimap.IEsrimap?ServiceName=public\\_ovcr...](http://maps.cityofchicago.org/servlet/com.esri.esrimap.IEsrimap?ServiceName=public_ovcr...) 3/8/2010



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO. 1 TO CONTRACT NO. 1508  
FOR**

**Marquette Park Playground  
6743 S. Kedzie  
New Construction  
Project# 11070**

**DATE:** Wednesday, March 17, 2010

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**Changes to Book 1 PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS:**

**Change 1:** Reschedule Bid Opening, Date and Time Page 4, #12.: Delete: Tuesday, April 6, 2010 at 2:00 p.m.  
**Replace with:** Wednesday, March 31, 2010 at 11:00 a.m., Room 200 on the 2<sup>nd</sup> Floor, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

**Changes to Book 3 TECHNICAL SPECIFICATIONS (All specifications dated 01/07/10)**

**Change 1:** Add new Section 02316 - "Soil, Fill, Backfill, CU Structural Soil, Construction and Demolition Debris Removal", pages 1 thru 9, Attached.

**ATTACHMENT:**

Specification Section 02316

**END OF ADDENDUM NO.1**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**ADDENDUM NO. 2 TO CONTRACT NO. 1508  
FOR**

**Marquette Park Playground  
6743 S. Kedzie Ave.  
New Construction  
Project# 11070**

**DATE:** Thursday, March 25, 2010

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**Changes to Book 3 TECHNICAL SPECIFICATIONS (dated 1/07/10):**

- Change 1:** Color of Drinking Fountain: SECTION 120020-1 Drinking Fountain, PART II-MATERIALS, 2.01: Delete: MDF Model #493SS Replace with: MDF 3 Tier Model #493 Color: Black.
- Change 2:** Special Conditions, SECTION 01000 – 1.06 Miscellaneous Requirements I: Delete: The Cost of the play equipment should not be included in the Contractors cost proposal, only the delivery, acceptance and installation cost should be included. Replace with: The cost of the play equipment and delivery should not be included in the Contractors cost proposal, only the acceptance and installation cost should be included.
- Change 3:** Sodding: SECTION 01223-3 PART 2 - PRODUCTS Seeding and Sodding, D. Sod, 1. General : & SECTION 02920-4, PART 2 – PRODUCTS 2.2 Turfgrass Sod B. 2. Sun and partial Shade: General Contractor shall sod all areas as specified on the plans with Turfgrass Sod type Sun and Partial Shade

**Changes to PLANS (dated 3/10/10)**

- Change 1:** Wood Chips MR 2.0, Note 22: Delete: Piotrowski Park Depot. Replace with: Marquette Park Depot.
- Change 2:** Plastic Retaining Wall and Components: MR 2.0, Note 23: Delete: Piotrowski Park Depot. Replace with: Marquette Park Depot.
- Change 3:** Bedding: MR 3.0, Note 8.10: Delete: Four inch Bedding material (4") Replace with: Six inch Bedding material (6").
- Change 4:** Sod: PT 8.0: Delete: Seed Replace with: Sod.
- Change 5:** Drinking Fountain: MR 11.0, Detail A. Delete: Drinking Fountain 2 tier ADA type by Haws model 3500 or MDF Model (or Approved Equal) Replace with: Drinking Fountain 3 tier ADA type by Haws model 3500 or MDF Model 493(or Approved Equal).
- Change 6:** Bedding: MR 12.0, Detail 3: Note 1. Delete: 4" Replace with: 6".

**ATTACHMENTS:**

**Drawings**

MR 2.0

MR 8.0

MR 11.0

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**Specifications**

PT 01000 SPECIAL CONDITIONS

PT 12002 DRINKING FOUNTAIN

**END OF ADDENDUM NO.2**

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

ADDENDUM NO.2

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DATE: March 25, 2010