ADDENDUM NO. 1 TO CONTRACT NO. <u>1506</u> FOR

CHICAGO PARK DISTRICT PARK 484 4701 W. 67th Street New Construction Project# 11150

DATE: February 24, 2010

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

<u>CHANGES TO BOOK 1 – PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS AND EXECUTION</u> DOCUMENTS:

Change 1:

Book 1, Change "Site Work Allowance" amount, to read as \$250,000.00. Book 1, BID FORM, delete in its entirety and replace with attachment.

Change 2:

Bidders must provide the following document at the time of bid opening;

1. Disclosure Affidavit (using the attached form)

CHANGES TO BOOK 2 – STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTOS:

Change 3: Book 2, Article 3, Section 3.04.5, second sentence change Five (5) days to read as one (1) day.

Change 4: Book 2, Article 16. "Payments" Section 16.01 "Contract Price" delete and replace as follows;

Section 16.01 Contract Price

The Contract price is the total dollar amount of the bid accepted by the Commission, including all Change Order, and includes all labor, equipment, materials, permits, licenses, fees, and taxes necessary to perform the Work, except the cost of the City of Chicago building permit, which will be paid by the Commission.

Change 5: Book 2 Article 19, Section 19.07.1 "Suspension of Work", delete and replace as follows:

1. The Commission has authority to suspend the Work, wholly or in part, for such period of time as the Commission may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Work, or conditions which, in the Commission's opinion, warrant such actions; or for such time as is necessary to carry out directions given by the Commission Representative; or to perform any or all provisions of the Contract. The Contractor will not receive compensation for suspension of part of the work. If the Commission suspends the entire project for a period exceeding seven (7) calendar days, the Contractor will be compensated

for the following listed costs for each day thereafter. The costs to be paid are limited to: demobilization and remobilization, the Contractor's field supervision costs (based upon the approved staffing plan), and idle equipment costs as provided in Article 17, "Changes in the Work." This provision is not applicable if the suspension and/or costs were caused by any act or omission of the Contractor.

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

Change 6: Section 01223 – Seeding and Sodding

a. Page 01223-8, Article 3.04 – Sodding, Paragraph A, <u>ADD</u> Sub-Paragraph 6 to read, "The Contractor is responsible for ensuring that sod on slopes is secured as necessary to achieve establishment of healthy turf. The Contractor will be responsible for replacing, re-securing and re-establishment of any sod that fails during the warranty period due to failure from slope-related issues."

Change 7: Section 02050 – Demolition

- a. Page 02050-3, Article 3.1 Inspection, <u>REVISE</u> Paragraph A read, "...Start of operations will be evidence that environmental conditions have been remedied in accordance with Sections 02316 and 02318 as applicable."
- Page 02050-3, Article 3.2 Preparation, Paragraph B, <u>ADD</u> Sub-Paragraph 4 to read,
 "4. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult with the Architect immediately for directions as to procedure."

Change 8: Section 02211 - Rough Grading

- a. Page 02211-1, Article 1.2 Related Work, <u>REVISE</u> Paragraph A to read, "Section 02223 Backfilling.
- b. Page 02211-1, Article 1.2 Related Work, <u>DELETE</u> Paragraph B in its entirety.
- c. Page 02211-2, Article 1.4 Submittals, <u>REVISE</u> Paragraph A to read, "Certified Test Reports: Prior to construction, submit certified test reports for all on and offsite materials."
- d. Page 02211-2, Article 1.4 Submittals, Paragraph A, Sub-Paragraph 1, <u>REVISE</u> Sub-Sub-Paragraph 1 to read, "Test materials for gradation prior to use. Do not use site materials for bedding unless otherwise indicated. When onsite material is to be used for backfill, test at least one sample for each five hundred cubic yards of backfill or as directed by the Owner's Representative. When Contractor-provided material is to be used, test at least one sample for each material source."
- e. Page 02211-3, Article 3.2 Excavation, Paragraph A, <u>REVISE</u> Sub-Paragraph 3 to read, "Dispose of excess soil material and waste materials in accordance with Section 02316, or as indicated in the plans."

Change 9: Section 02223 – Backfilling

- Page 02223-1, Article 1.3 References, <u>REVISE</u> Paragraph A to read, "ANSI/ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort."
- b. Page 02223-2, Article 2.1 Fill Materials, <u>**REVISE</u>** Paragraph A to read, "Fill: As specified in Section 02318."</u>
- c. Page 02223-2, Article 2.1 Fill Materials, **DELETE** Paragraph B in its entirety.

d. Page 02223-2, Article 3.2 – Preparation, <u>REVISE</u> Paragraph B to read, "Cut out soft areas of subgrade not capable of compaction in place. Backfill in accordance with Sections 02211 and 02318."

Change 10: Section 02225 - Trenching

- Page 02225-1, Article 1.2 Related Sections, <u>DELETE</u> Paragraph F in its entirety.
- b. Page 02225-2, Article 2.1 Fill Materials, <u>DELETE</u> Paragraph C in its entirety.

Change 11: Section 02230 - Site Clearing

a. Page 02230-1, Article 1.01 – Description, Paragraph B, <u>DELETE</u> Sub-Paragraphs 1 and 2 in their entirety.

Change 12: Section 02318 – Acceptance of Backfill, Top Soil & CU Structural Soil

a. Page 02318-5, Article 3.5 – Backfill, <u>REVISE</u> Paragraph A to read, "The backfill material shall be granular or cohesive material that meets the project specified requirements. Provide on or offsite soil materials conforming to ASTM D2487 soil groups GW, GR, GM, SW, SP or SM or a combination that are free of debris, waste, frozen materials, vegetable, organic and other deleterious matter and having maximum particle size of 2" in all dimensions."

Change 13: Section 02700 – Sewerage and Drainage

a. Page 02700-3, Article 2.2 – Pipes and Fittings, <u>ADD</u> Paragraph D to read, "D: Reinforced Concrete Pipe (RCP) shall meet ASTM C76. Fittings shall meet ASTM C443."

Change 14: Section 13120 – Exterior Bleachers

a. Page 13120-3, Article 2.1 – Manufacturers, Paragraph A, <u>REVISE</u> Sub-Paragraph 5 to read, "Sturdisteel".

CHANGES TO DRAWINGS:

Change 15: Drawing C2.0, titled, "Utility and Geometry Plan"

- a. ADD Notes 7 and 8 to read as follows:
 - "7. Coring, reconstruction, replacement or other means necessary to connect to existing structures are included in this contract.
 - 8. Contractor shall install perforated sewer and Catch Basins 17 and 18 prior to construction of fire lane by others. Contractor shall coordinate construction with other Contractor."
- b. At sewer line between MH #16 and CB #6, **REVISE** the note reading, "156' 15" PERF. PVC @ 0.5%" to read, "156' 15" ESVCP @ 0.5%".
- c. At MH # 16, REVISE line reading, "GR. 37.5" to read, "GR. 37.2".
- d. At triangular intersection of asphalt paths just north of MH #16 (between the Pinto and Mustang baseball fields), <u>ADD</u> a dimension for the width of the paths to read, "6.0".
- e. <u>REVISE</u> note at MH #19 reading, "Connect to existing structure by others" to read, "Connect to existing structure by others (see Note 7)".
- f. At sewer line between CB #17 and CB #18, <u>REVISE</u> the note reading, "102' 18" PERF. PVC @ 0.5%" to read, "102' 18" PERF. PVC @ 0.5% (see Note 8)".

Change 16: Drawing C3.0, titled, "Paving and Grading Plan"

- a. <u>REVISE</u> Note 8 to read, "...Excess soil shall be placed in the area shown in the plans and graded and *sodded* as directed by the Engineer."
- b. <u>ADD</u> notes to the "swale" designations along the east and west sides of MH #16 to read, "0.5%".
- c. <u>ADD</u> a note to the "swale" designation along the west side of CB #15 to read, "1.5%".
- d. ADD a note to the "swale" designation along the east side of CB #14 to read, "1%".
- e. **<u>DELETE</u>** Note 9 in its entirety.

Change 17: <u>DELETE</u> Drawing C4.0, titled, "Erosion Control Plan", and <u>REPLACE</u> with Drawing C4.0R, attached.

Change 18: Drawing C4.1, titled, "Details"

a. At detail titled, "Temporary Construction Entrance Standard", <u>REVISE</u> the dimension reading, "100" to read, "100' (or as shown on plans)".

Change 19: Drawing C4.2, titled, "Details"

- a. <u>REVISE</u> title of "Plate Restrictor Detail", to read, "Plate Restrictor Detail (By Others)".
- b. At "4/C4.2 Infield Mix", **REVISE** note reading, "Infield mix" to read, "5" thick infield mix".

Change 20: Drawing L1.0, titled, "Landscape Plan"

- a. At the asphalt path running along the north side of the Palomino Baseball Field, <u>REVISE</u> the hatch pattern designating "Modified Boiswale" between storm structures CB #14 and MH #16 to the hatch pattern indicating "Grassy Swale".
- b. At the asphalt path running along the west side of the Palomino Baseball Field, <u>ADD</u> the hatch pattern designating "Modified Boiswale" between storm structures CB #12 and CB #13, and between CB #13 and the bleacher pad along the east side of the Bronco Baseball Field. The trees to be provided in this area will be relocated in the field by the Landscape Architect.

Change 21: Drawing L2.0, titled, "Soils Plan"

- a. <u>ADD</u> Note 4 to read, "Existing topsoil (approximately 6,290 cubic yards) shall be stripped, stockpiled on site, and reused. Stockpiled topsoil shall be used at berm locations first."
- b. <u>REVISE</u> Note 1 to read, "Scarify all subgrade **4"** to **6"** before adding topsoil to the site."

Change 22: Drawing AS.1, titled, "Architectural Site Plan"

- a. At "1/AS.1 Site Plan", <u>REVISE</u> note at right hand corner of drawing reading, "Hatch pattern indicates portion of existing railroad access drive..." to read, "...Provide temporary **20'-0" wide gate (pair of 10'-0" wide gates)** at site access point..."
- b. At "2/AS.1 Retaining Wall Section", <u>REVISE</u> dimension along left side of retaining wall reading, "1'-6"" to read, "4'-0"".
- At "3/AS.1 Retaining Wall Section", <u>REVISE</u> dimension along left side of retaining

- wall reading, "Varies, see civil drawings" to read, "4'-0"".
- d. **DELETE** "4/AS.1 Paving Section" in its entirety.
- e. At "Graphic Legend", <u>REVISE</u> description of asphalt paving designation reading, "Asphalt paving Refer to 4/AS.1" to read, "Asphalt paving Refer to Civil drawings".
- **Change 23:** DELETE Drawing AS.2, titled, "Baseball and Softball Field Layouts", and REPLACE with Drawing AS.2R, attached.
- Change 24: Drawing AS.5, titled, "Junior Backstop Details"
 - a. **REVISE** "14/AS.5 Bollard Layout" per attached Sketch No. ASK-01.
 - b. <u>REVISE</u> title of "12/AS.5 Ornamental Fence Elevation", to read, "12/AS.5 Ornamental Fence Elevation (By Others)".
- Change 25: Drawing G1.1, titled, "Index of Drawings"
 - a. At "Index of Drawings", <u>REVISE</u> line under "Civil" heading reading, "C4.0 Erosion Control Plan" to read, "C4.0R Erosion Control Plan".
 - At "Index of Drawings", <u>REVISE</u> line under "Architectural" heading reading, "AS.2 Baseball and Softball Field Layouts" to read, "AS.2R – Baseball and Softball Field Layouts".

QUESTIONS & ANSWERS:

- Q1. Trees are called out to be measure at DBH rather than the required 4" height set by the American Standard for Nursery Stock. Is this correct?
- A1. Tree measurement at DBH is correct. This is a Chicago Park District requirement.
- Q2. Is there an irrigation system for this project since all turf is to be sod?
- A2. There is no irrigation system included within the scope of work for this project. The General Contractor shall provide water as required to establish sod and maintain landscaping as indicated within the specifications.
- **Q3.** Plan page C4.0 shows erosion control fabric along southern swale. Is this correct since the job is sodded?
- A3. Erosion control fabric will not be required. Sheet C4.0 has been revised to eliminate references to erosion control fabric. Additionally, specification "Section 01223 Seeding and Sodding" has been revised to address additional requirements for securing sod on slopes. See Changes 4 and 15, above.
- Q4. There are three asphalt details. One on page L4.0 that is next to the bioswale. Where do the other two (AS.1 and C4.2) get used?
- A4. The paving details on Sheet C4.2 indicate the construction of the paving sections included within the scope of work for this project. The paving detail on Sheet L4.0 indicates the construction of paving sections adjacent to bioswales. The paving detail on Sheet AS.1 is no longer required. Detail "4/AS.1 Paving Section" has been eliminated; see Change 20, above.
- Q5. Please clarify infield mix thickness.
- A5. The infield mix thickness is 5". Detail "4/C4.2 Infield Mix" has been revised to indicate

the infield mix thickness; see Change 17, above.

- Q6. Is it possible to use outer existing chain link fence as the construction fence?
- A6. The construction fence currently in place along the north side of the project site at the "Construction Limit Line" can remain in place for use in this project. All other construction fence must be provided by the Contractor.
- Q7. Will a railroad protective insurance policy be required from the General Contractor (GC)? If so, provide information required for us to get a quote including name of railroad and information on rail traffic. We cannot get a quote without this information and railroads typically do not respond to GC's inquiries in this regard.
- A7. As indicated in Exhibit 2 of Book 1, Railroad Protective Liability insurance is required. The railroad adjacent to the project site is owned by the Beltway Railway Company. Contact information is as follows:

Timothy E. Coffey

General Counsel, Secretary & Director of Human Resources

The Beltway Railway Company

6900 S. Central Avenue

Bedford Park, IL 60638

P: 708.496.4112

F: 708.496.2608

E: tcoffey@beltrailway.com

- Q8. Book 2, Part 9 Personnel, Section 9.04 Scheduler: Can the GC do this work with its own staff?
- **A8.** As indicated in Book 2, Section 9.04, Paragraph 1, the Contractor may perform the required scheduling work with its own forces, provided the qualifications are met.
- Q9. Book 2, Part 9 Personnel, Section 9.05 Mechanical and Electrical Coordinator: Given the scope of work on this project, confirm that this function is not required or can be done by GC Project Manager.
- A9. The project does not include any electrical or mechanical related Work, therefore a separate mechanical and electrical coordinator in not required. However, the general contractor is responsible for coordinating all its Work including but not limited to underground utilities.
- Q10. Not used.
- A10. Not used.
- Q11. Book 1, Project Information indicates the source of funds is the Chicago Park District.

 Book 2, Article 21.19 Local Business Contracting Plan, please confirm that for this project that a local business is one from within the corporate limits of Cook County.
- **A11.** For the purpose of the "Local Business Subcontracting Participation", Chicago Park District projects are considered to be City funded. Therefore, a local business is one that is located within the corporate limits of the City of Chicago.
- Q12. Not used.
- A12. Not used.
- Q13. Book 3, Section 01510. Given the nature and the short duration of this project, will a Commission's Field Office be required?

- A13. As indicated in specification Section 01510, the Commission's field office will be required.
- Q14. At a site visit, we noticed that the berm has buried concrete, asphalt, utility poles, etc.

 Note 8 on sheet C3.0 indicates to keep all excavated soils on site unless directed to be removed from the site in specifications. Will this debris remain on site? If not, how do we quantify the removal work to include the removal in our bid?
- A14. The general contractor is responsible for the demolition, removal, hauling, and disposal of material such as concrete, asphalt, utility poles, etc. within the limits shown in the contract documents.
- Q15. Note 9 on Sheet C3.0. The language in this note is unclear. Is the fire lane along the west property line part of the separate school construction contract or is it to be included in our bid?
- A15. Note 9 has been eliminated from Sheet C3.0; see Change 14, above. With the exception of the underground sewer work indicated on Sheet C2.0 (see also Note 8 added in Change 13, above), all work north of the Construction Limit Line will be completed by others under separate contract.
- Q16. Section 13120, Part 2.1.A.5. Should "Stubdisteel" be "Sturdisteel"?
- A16. The Acceptable Manufacturers indicated in specification "Section 13120 Exterior Bleachers" should include "Sturdisteel", not "Stubdisteel", as currently indicated. "Section 13120 Exterior Bleachers" has been revised to reflect this correction; see Change 12, above.
- Q17. Silt fence is intended to prevent silt laden run off from leaving the site. There is an extraordinary amount of silt fence shown on the project. The silt fence that flanks the asphalt path is not only unnecessary, but its erection will inhibit the prosecution of the work. The paths will be installed after the final subgrades are cut. At this point, the top of the pavement will be 10" above subgrade, effectively the pavement section becomes a silt dam. After the paths are in, they will be backed up with topsoil; sod will follow almost immediately. The silt fence flanking the paths will only be in the way.
- A17. The silt fence is necessary to protect the aggregate and permeable pavers in the bioswales and the access road. The silt fence along the berm is no longer needed due to design changes, and has been deleted; see Change 15, above.
- Q18. The erosion control fabric on the sides of the berm is a waste, considering that the turf in these areas is to be sod instead of seed. The slopes are greater than 3:1 so the erosion risk is minimal. The blanket should actually be taken up prior to installing the sod. For the LEED point and to be in compliance with the IEPA, all you have to do is stop silt laden run off from leaving the site. Superfluous silt fence and erosion control gain nothing.
- A18. In regards to the silt fence, see QA17, above. In regards to the erosion control fabric, see QA3, above.
- Q19. Not used
- A19. Not Used
- **Q20.** The legend on L2.0 directs us to 4/C4.2 for information about the composition of the infield mix. The detail fails to provide the required depth of this material. Please advise the depth of the clay infield mix required for the project.
- A20. See QA5, above.

- **Q21.** A note on L2.0 directs the contractor to scarify the subgrade before placing the topsoil. To what depth is the subgrade to be scarified?
- **A21.** The subgrade shall be scarified 4" to 6". Note 1 has been modified to reflect this clarification; see Change 19, above.
- **Q22.** Please direct the bidders where the ornamental fence shown in 12/AS.5 can be found on the project.
- A22. The ornamental fence is located along the north side of the detention at the northeast corner of the site. This work is no longer part of the scope of work for this project and is shown for reference only. A note has been added to "12/AS.5 Ornamental Fence Elevation" indicating it is to be provided by others; see Change 22, above.
- Q23. On AS.2, the dugout benches on the Pinto and Mustang Fields appear to be outside of the fence. There is no gate or opening shown. How do the players access the fields?
- **A23.** At each side of the backstops for the Pinto and Mustang fields, there are 4'-0" wide openings between the backstops and the adjacent (10'-0" high) foul ball fences for players to access the fields. Due to space constraints, the dimension associated with the openings appears on only one side of the field.
- Q24. On AS.2, in the softball field, the Palomino field, and Bronco field, no gate is shown in the dugouts that would allow the players to exit the dugout for bathroom breaks or forgotten equipment without crossing the field of play. Please clarify.
- A24. At each side of the backstops for the Softball, Bronco and Palomino fields, there are 3'-0" wide openings between the backstops and the adjacent (10'-0" or 12'-0" high) foul ball fences for players to access the dugouts. Due to space constraints, the dimension associated with the openings appears on only one side of the field.
- Q25. On AS.2, Bronco field, there is no protection from foul balls in the visitor's side dugout. It appears that a section of fence was left out. Please advise.
- A25. The foul ball fence on the visitor side of the Bronco field was inadvertently deleted from the drawing. The fence has been added "4/AS.2 Bronco Baseball Field"; see Change 21, above.
- Q26. Please direct us to the drawing that indicates the precise point where the taller 10' or 12' fence around the fields ends and the 4'-0" fence begins.
- **A26.** The transitions from 10'-0" or 12'-0" high fences to 4'-0" high fences have been clarified; see Change 21, above.
- Q27. AS.2 indicates collapsible bollards at several locations. The way they are configured (2 in each location) will require that when an authorized vehicle has to access the paths, it will have to drive over the bollards in the collapsed position or drive off of the path to avoid them. Typically, a single collapsible bollard is placed in the center of the path. This allows vehicles accessing the path to straddle the collapsed bollard without driving on the grass and it still allows path access to those in wheel chairs and bike riders. Please consider modifying this configuration.
- A27. Two bollards, 6'-0" apart, centered on the 10'-0" wide path was a requirement of the Chicago Park District. A vehicle can actually pass by collapsing only one bollard. The maximum width of a Ford F150 is just shy of 79", or 7'-7". With one bollard collapsed,

there is roughly 7'-10" on the open portion of path. The bollard configuration will remain as indicated on the drawings.

ATTACHMENTS:

Book 1 Revised BID FORM Book 1 Disclosure Affidavit

Drawing C4.0R – Erosion Control Plan (1 page, 30" x 42" format)

Drawing AS.2R – Baseball and Softball Field Layouts (1 page, 30" x 42" format)

Drawing Sketch ASK-01 (1 page, 8.5" x 11" format)

END OF ADDENDUM NO.1

Contract No. 1506 CHICAGO PARK DISTRICT PARK 484

BID FORM

| Ottir | AMOUNT | AMOUNT | | |
|-------------------------------|--------------|--------|--|--|
| Work | \$ | | | |
| Site Work Allowance | \$250,000.00 | | | |
| Commission's Contingency Fund | \$150,000.00 | | | |
| TOTAL BASE BID | \$ | | | |

| \$ | | | | | |
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| J RETY : Plea | se specify full le | gal name and a | iddress of Suret | y: | |
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AWARD CRITERIA FIGURE

DISCLOSURE AFFIDAVIT

| Name: | | | |
|---|--------------------------------------|--|--------------------------------|
| Address: | | | |
| Telephone No.: | | | |
| Federal Employer I.D. #.: | Social Sec | urity #: | |
| Nature of Transaction: | | | |
| [] Sale or purchase of land [] Construction Contract [] Professional Services Agreeme [] Other | ent | | |
| Instructions: FOR USE WITH transactions with the Public Build that in the event the Contractor is a completed Disclosure Affidavit. | ing Commission of Chica | igo must complete this Dis | closure Affidavit. Please note |
| The undersigned | , as | | |
| The undersigned(Name |) | (Title) | |
| and on behalf of ("Bidder/ Proposer" or "Contractor | ") having been duly sworr | under oath certifies that: | |
| I. DISCLOSURE OF OWNERS | HIP INTERESTS | | |
| Pursuant to Resolution No. 5371 bidders/proposers shall provide to answer "NA". If the answer is non | ne following information | with their bid/proposal. If | |
| Bidder/Proposer/Contractor is a: | [] Partnership [] Joint Venture | [] LLC [] LLP [] Not-for-Profit Corpo | |

a. State of Incorporation or organization ______ b. Authorized to do business in the State of Illinois: Yes [] No [] c. Names of all officers of corporation or LLC (or attach list): (or attach list): Name (Print or Type) Title (Print or Type) Name (Print or Type) Title (Print or Type) d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest % |
|----------------------|---------|----------------------------|
| | | % |
| | | % |

e. For LLC's, state whether member-managed or identify managing member:

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes [] No []

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERS HIPS

| | Name of Partners | (Print or Type) | Percentage Interest |
|------|---|--|---|
| | | | % |
| | | | % |
| | | | % |
| | | | |
| SE: | CTION 3. SOLE PROPRIETORSHIP | | |
| 1. | The bidder/proposer or Contractor is a sbehalf of any beneficiary: Yes [] If NO, complete items b. and c. of this Se | No [] | cting in any representative capacity on |
|). | If the sole proprietorship is held by an acomominee holds such interest. | gent(s) or a nominee(s), indicate | the principal(s) for whom the agent or |
| | Name(| (s) of Principal(s). (Print or Type) | |
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| | | | |
| | | | |
|). | If the interest of a spouse or any other p the name and address of such person o control is being or may exercised. | | |
| | , Name(s) | Ado | dress(es) |
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| SE | CTION 4. LAND T RUSTS, BUSINESS TR | US TS, ESTATES & OTHER EN | TITIES |
| f tl | CTION 4. LAND T RUSTS, BUSINESS TRI ne bidder/proposer or Contractor is a land ntify any representative, person or entity h uding the name, address and percentage | trust, business trust, estate or colding legal title as well as each | other similar commercial or legal entity, |

| | PROFIT CORPORATIONS | |
|----------------------|--------------------------------|-----------------------|
| · | and directors of corporation (| . |
| Name (Print or Type) | | Title (Print or Type) |
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NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

- The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- 2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³

- 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
 - 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
 - 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

- 1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bidrigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

- For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall
 maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and
 (2) above, and Contractor shall make such certifications promptly available to the Public Building
 Commission of Chicago upon request.
- 4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUE NCIES

- 1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

| 3. | If the Contractor is unable to certify to any of the above statements [(Section II (C)], the Contractor shall explain below. Attach additional pages if necessary. | | | | | |
|----|--|--|--|--|--|--|
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| | | | | | | |

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINI STRATIVE PROCEEDINGS

- The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains. C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

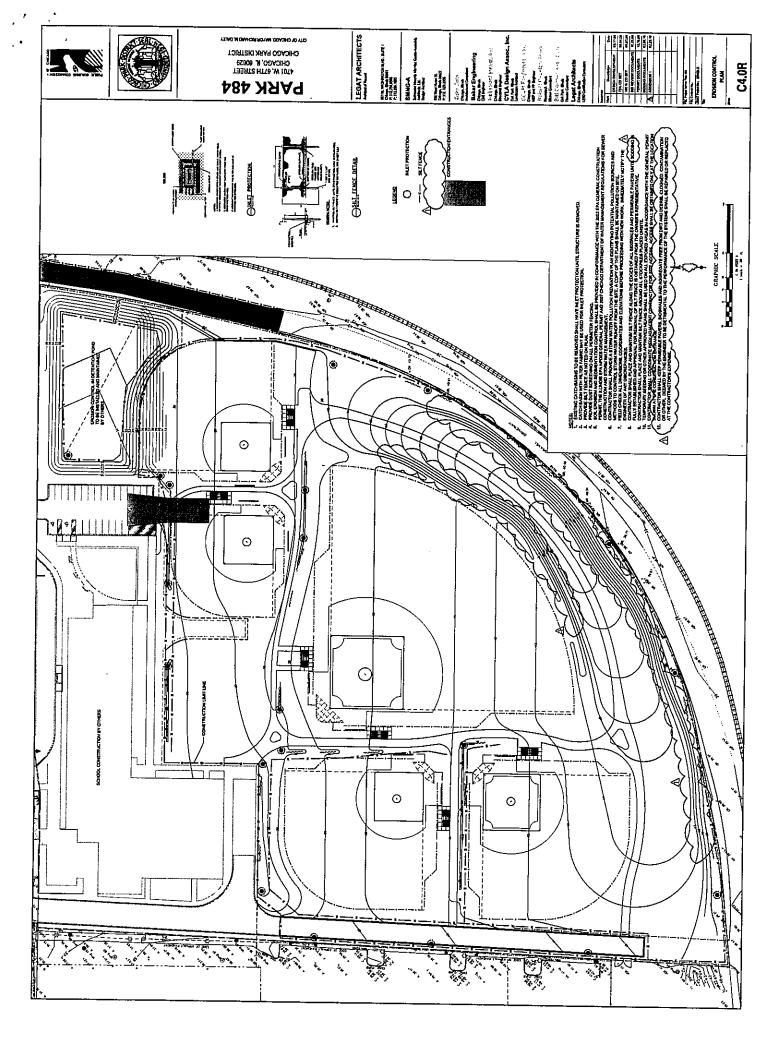
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

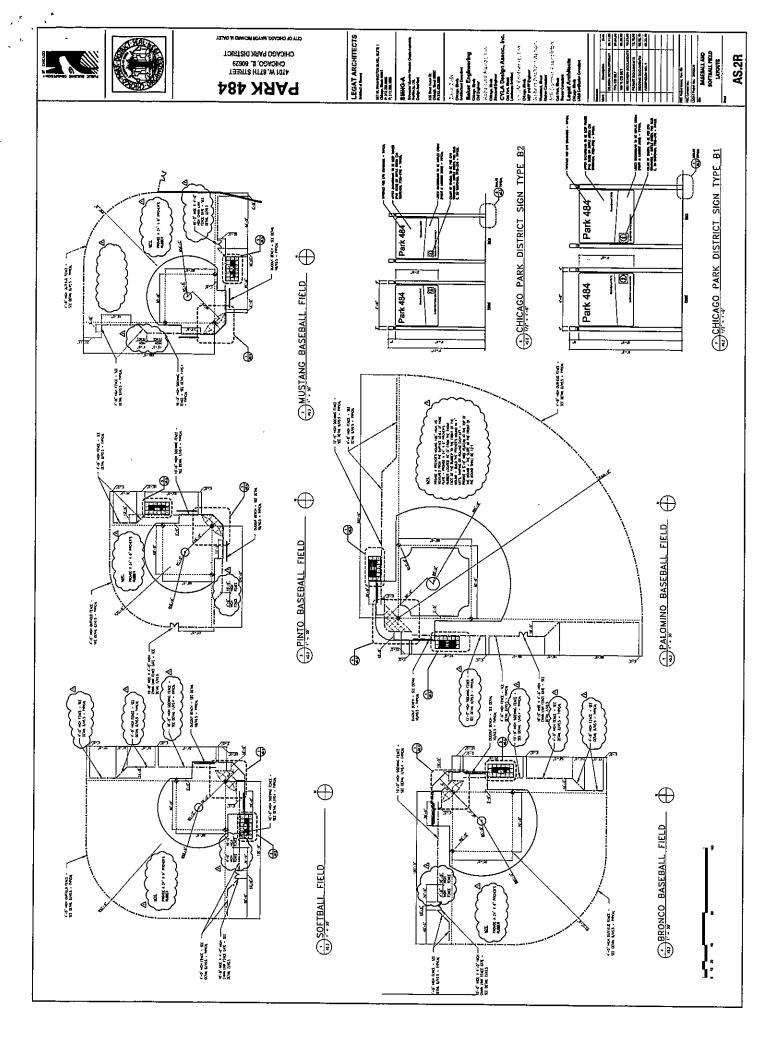
V. VERIFICATION

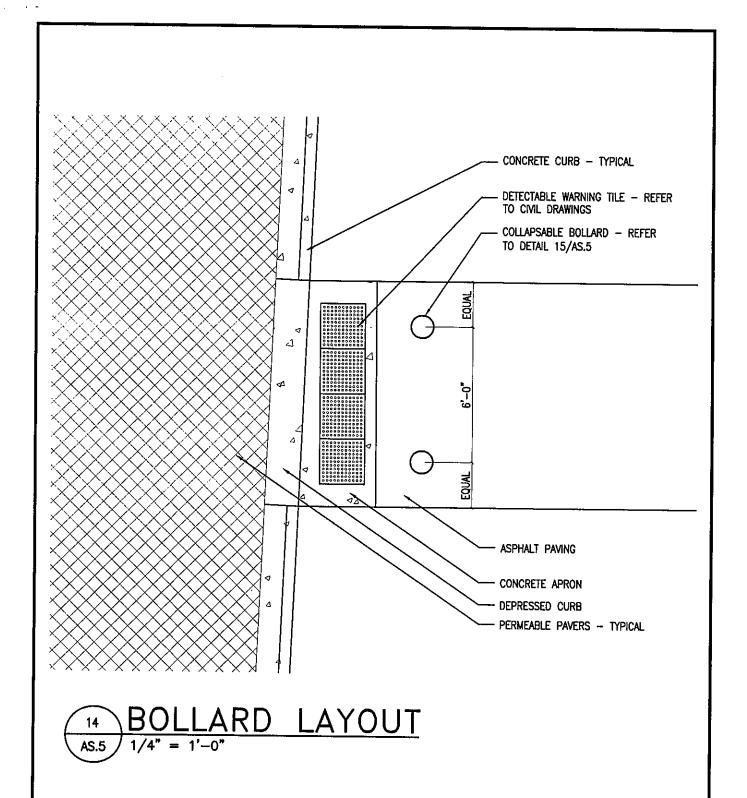
Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

| | Signature of Authorized Officer |
|---|--|
| | Name of Authorized Officer (Print or Type) |
| | Title |
| | Telephone Number |
| State of | |
| County of | |
| Signed and sworn to before me on this day o | ıf, 20by |
| (Name) as | (Title) of |
| | (Bidder/Proposer or Contractor) |
| | |
| Notary Pub | olic Signature and Seal |







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Chicago Park District Park 484

Legat No. 208028.30 Issue Date: 02.22.10

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Drawing Title: Bollard Layout

PBC No.

ASK-01

Reference: 14 / AS.5

Contract No. 1506