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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1509

PIOTROWSKI PARK PLAYGROUND
 4247 W. 31st STREET
 NEW CONSTRUCTION
 PROJECT #11080

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
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Public Building Commission of Chicago		File Original	Copy To:
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01 PBC:			
02 PMO:			
03 UAP:			
04 PROJECT No:	11080		
REC'D	APR 27 2010		
Authority 01-			
Controls 02-			
Procure 03-	08-12-01		
Plan/Design 04-			
Construction 05-			
FFE 06-			
CloseOut 07-			

CN-PBC-002-1509-Attachment-20100428

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**

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PIOTROWSKI 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:

**PIOTROWSKI PARK PLAYGROUND
4247 W. 31st STREET
NEW CONSTRUCTION
PROJECT #11080**

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 twenty four thousand (24,000) 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, picnic tables and benches, 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: \$400,649.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Park District
5. Project is located in Ward: 22nd
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the South Lawndale 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 or (fax) 312-744-3572
8. Documents Available at: BHFX Digital Imaging, 19 S. Wabash Avenue, Chicago, IL, attn: Tim Campbell, tel: 312-782-2226
9. Online Construction Documents Available at:
<http://planroom.bhfx.net/pnonline/viewdetails.asp?a=details&pv=1&prid=6245>
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: **\$20,000.00**
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: \$20,000.00
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 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 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.

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.

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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.

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.

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- 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 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

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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 2nd 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.

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.

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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 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

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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. 1509

PIOTROWSKI PARK PLAYGROUND

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1509, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

ADDENDUM NO. 1 — MARCH 17, 2010

ADDENDUM NO. 2 — MARCH 25, 2010

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. 1509

PIOTROWSKI PARK PLAYGROUND

BID FORM

	AMOUNT
Work	\$ 307,172.00
Site Work Allowance	\$8,000.00
Commission's Contingency Fund	\$20,000.00
TOTAL BASE BID	\$ 335,172.00

AWARD CRITERIA FIGURE

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

\$ 320,089.16

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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

2521 RIDGE ROAD, SUITE 1

LANSING, IL - 60438

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO. 2 TO CONTRACT NO. 1509
FOR

Piotrowski Park Playground
4247 W. 31st. St.
New Construction
Project# 11080

ALTERNATE

Accepted by the
Commission

Yes

No

gm

Alternate Description

Proposed Alternate Price

Alternate #1 -ADD: EXISITNG SPRAY FEATURE REMOVAL:

\$ 4,620.00

This work consists of the removal of the existing concrete spray feature and associated concrete, plumbing drain, spray heads, water supply (water shall be capped at the point where it splits for the new drinking fountain. Remove the existing manhole and catch basin, cap all associated sewer connections. Backfill with engineered fill and excavation spoils compact and install topsoil and sod per contract documents and specifications.

ALTERNATE PAGE 14A

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI PARK PLAYGROUND

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 backfill quantities.	Each	\$1,500.00
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

Total Allowance Fund = \$8,000.00

NOTES:

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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 Johna
Secretary

Richard A. Daley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

PAN-OCEANIC ENG. CO., INC.
Contractor Name

8501 W. HIGGINS RD. SUITE 630
Address CHICAGO, IL-60631

If a Corporation:

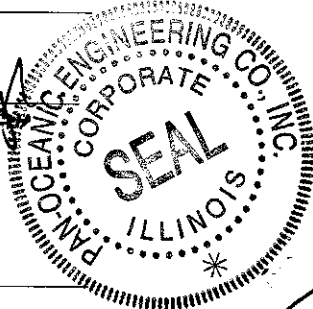
By [Signature]
GULSHAR SINGH

President
Title of Signatory

ATTEST:
By [Signature]
NARENDER K. SINGH

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 31 day of MARCH, 2010.

[Signature]

(SEAL)

Notary Public Signature

Commission Expires: 4/23/13

OFFICIAL SEAL
Elizabeth A Sloan
Notary Public, State of Illinois
My Commission Expires 04-23-2013

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI 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

PAN-OCEANIC ENGINEERING CO., INC.

a corporation duly organized and existing under the laws of the State of ILLINOIS and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on JUNE 01, 1998, 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. 1509 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:

GULZAR SINGH

Vice President:

Secretary:

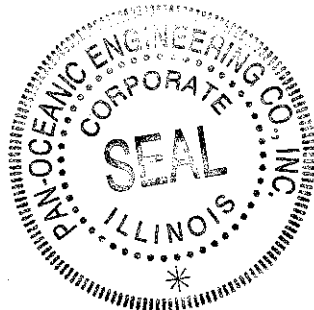
NARINDER K. SINGH

Treasurer:

Assistant Secretary:

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

Narinder K. Singh
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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>335,172.00</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>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>6,703.44</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>5,027.58</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>1,675.86</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 -</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>- 0 -</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	<u>0.10</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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PIOTROWSKI PARK PLAYGROUND

(Maximum figure 0.10)

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>1,005.52</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>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>335.17</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>15,082.84</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>320,089.16</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 320,089.16

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:

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

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:

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

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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- 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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6. Major Trades

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

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Steel Fabricators (in shop or on-site)
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
LABORERS LOCAL UNION	50%
OPERATING ENGI - LOCAL 150	50%

PUBLIC BUILDING COMMISSION OF CHICAGO

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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

GULZAR SINGH

, being first duly sworn, deposes and says that:

(1) He/She is

OWNER / PRESIDENT

(Owner, Partner, Officer, Representative or Agent) of

PAN-OCEANIC ENG. CO., INC.

the Bidder that has submitted the attached Bid;

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

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

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

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

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

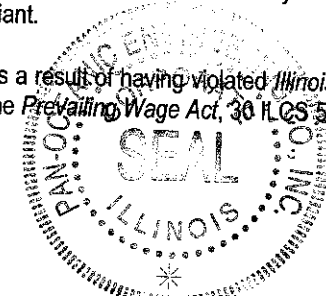
(Signed) [Signature]

PRESIDENT

(Title)

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

[Signature]



OFFICIAL SEAL

Elizabeth A Sloan

Notary Public, State of Illinois

My Commission Expires 04-23-2013

(Title)

My Commission expires: 4/23/13

PUBLIC BUILDING COMMISSION OF CHICAGO

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PIOTROWSKI PARK PLAYGROUND

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture _____
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. 1509

PIOTROWSKI 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

_____ *n.k.*

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. 1509

PIOTROWSKI 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. 1509

PIOTROWSKI 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: PIOTROWSKI PARK PLAYGROUND

Project Number: 11080

FROM:

PAN-OCEANIC ENG. CO. MBE X WBE _____
(Name of MBE or WBE)

TO:

PAN-OCEANIC ENG CO. 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 Partnership

X _____ a Corporation

_____ a Joint Venture

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

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

GENERAL CONTRACTING SERVICES INCLUDING BUT NOT LIMITED TO, EXCAVATION, STONE BASE, SEWER WORK, DEMOLITION.

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

\$ 83,793.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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:

PAN-OCEANIC ENG. CO., INC.

Name of MBE/WBE Firm (Print)

03/31/2010

Date

773.601.8408

Phone

[Signature]
Signature
GULZAR SINGH
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

N.A.



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 13, 2009

Gulzar Singh
Pan-Oceanic Engineering Company, Inc.
11509 S. Elizabeth Street
Chicago, IL 60643

Annual Certificate Expires: April 1, 2010
Vendor Number: 1063951

Dear Mr. Singh:

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

General Contractor; Excavation and Sewer Contractor; Asphalt and Concrete Paving; Demolition; Ornamental Fencing; Site Utilities; Landscaping, Building Work, and Bridge Work

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: Landscaping, Building Work, and Bridge Work
IL UCP HOST: METRA



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1509
PIOTROWSKI 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: PIOTROWSKI PARK

Project Number: 1509

FROM:

ARC UNDERGROUND INC MBE _____ WBE
(Name of MBE or WBE)

TO:

PAN-OCEANIC ENGINEERS 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 Partnership

a Corporation

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10-1-10. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

\$ 16,759.00

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

SHE CONCRETE

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1509
PIOTROWSKI 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

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

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

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

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

By:

ARC UNDERGROUND INC

Name of MBE/WBE Firm (Print)

3-26-10

Date

773 235 4648

Phone

Signature

CHRISTINE M SAVOIA

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

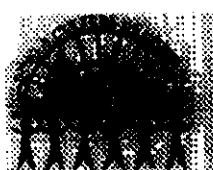
Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	11/3/2009 8:58:01 AM
To:	ARC Underground, Inc. Christine M Savoia	Fax:	(773) 235-4121
		Phone:	(773) 235-4848

Christine M Savoia
ARC Underground, Inc.
2114 W. Thomas St. Chicago, IL 60622

Dear Christine M Savoia:

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 ARC Underground, Inc. a courtesy extension of your Disadvantaged Business Enterprise (DBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for ARC Underground, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Disadvantaged Business Enterprise (DBE) 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

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI PARK PLAYGROUND

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

Name of Project: PIOTROWSKI 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

PRESIDENT

Title and duly authorized representative of

PAN-OCEANIC ENG. CO., INC.

Name of General Contractor whose address is

8501 W. HIGGINS RD, SUITE 630, CHICAGO, IL - 60631

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
<u>PAN-OCEANIC ENG.</u>	<u>GENERAL CONST., EXCAVATION, SEWER, STONE MASONRY</u>	\$ <u>83,793</u>	\$
<u>ARC UNDERGROUND</u>	<u>SITE CONCRETE</u>	\$	\$ <u>16,759</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ <u>83,793</u>	\$ <u>16,759</u>
Percent of Total Base Bid		<u>25</u> %	<u>5</u> %

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. 1509

PIOTROWSKI 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:

PAN-OCEANIC ENG. CO.
Name of Contractor (Print)

03/31/2010
Date

773.601.8408
Phone

[Signature]
Signature
GULZAR SINGH
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

N.A.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI PARK PLAYGROUND

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. _____

N.A.

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. 1509

PIOTROWSKI PARK PLAYGROUND

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project	MOXSE AVE.	U.S. RT 41				
Contract With	C.D.O.T.	C.D.O.T.				
Estimated Completion Date	07.01.2010	07.01.2010				
Total Contract Price	3,981,197	3,190,321				7,171,518
Uncompleted Dollar Value if Firm is the GC	3,981,197	3,190,321				7,171,518
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						7,171,518

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	470,000	450,000				920,000
Demolition						
Sewer and Drain	460,000	275,000				735,000
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI PARK PLAYGROUND

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing	75,000	5,000				80,000
P.C.C. PAVING.	960,000	1,161,321				2,121,321
H.M.A. PAVING.	50,000					50,000
AGG. BASE & SURFACES	135,000	150,000				285,000
SIGNING	75,000					75,000
TOP SOIL	25,225.-	200,000				225,225.-
TREE GRATES		75,000				75,000
TOTALS	2,250,225	2,316,321				4,566,546

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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	JOHN BURNS	JOHN BURNS			
Type of Work	ELECTRIC	ELECTRIC			
Subcontract Price	870,000	360,000			
Amount Uncompleted	870,000	360,000			
Subcontractor	BIGANE PAV	BREEZY HILL			
Type of Work	PAVING-ASPH	LANDSCAPING			
Subcontract Price	326,575	84,000			
Amount Uncompleted	326,575	84,000			
Subcontractor	J.E.M TRAFFIC	WESTRENDEM			
Type of Work	SIGNS	SIGNS			
Subcontract Price	152,630.-	25,000			
Amount Uncompleted	152,630.-	25,000			
Subcontractor	ROBERT EBL	GALLAGHER			
Type of Work	LANDSCAPING	ASPHALT			
Subcontract Price	34,000 -	375,000 -			
Amount Uncompleted	34,000 -	375,000 -			
Subcontractor	MULLERMIST	MARK-IT			
Type of Work	IRRIGATION	PAVEMENT M			
Subcontract Price	148,220.0	30,000-			
Amount Uncompleted	148,220-	30,000-			
Subcontractor	MIDWEST BRICK				
Type of Work	BRICK PAVING				
Subcontract Price	126,575.-				
Amount Uncompleted	126,575.-				
TOTAL Uncompleted	See next page	See next page			

	1	2	3	4	Awards Pending
Subcontractor	INTERSCAP				
Type of Work	TEXTURE ID Rim.				
Subcontract Price	72,972.00				
Amount Uncompleted	72,972.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	1,730,972.00	874,000.00			

Signatures ARE on Next Page!

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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 [Handwritten Signature]
Name (Type or Print) GOLZAR SINGH

Date 03/31/2010
Title PRESIDENT

Bidder Name PAN-OCEANIC ENG.
Address 8501 W. HIGGINS RD. SUITE 630
CHICAGO, IL - 60631
City State Zip

Subscribed and sworn to before me
this 31 day of MARCH, 2010

[Handwritten Signature]
Notary Public (SEAL)

Commission expires: 4/23/13

OFFICIAL SEAL
Elizabeth A Sloan
Notary Public, State of Illinois
My Commission Expires 04-23-2013

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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 PAN-OCEANIC ENG. CO, INC.
 Submitted By GOLZAR SINGH
 Title PRESIDENT
 Permanent Main Office Address 8501 W. HIGGINS RD., SUITE 630, CHICAGO, IL - 60631
 Local Address SAME AS ABOVE
 Local Telephone No. and FAX No. PH: 773. 601. 8408 / FX: 773. 601. 8409

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

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

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



PAN-OCEANIC ENGINEERING CO., INC.

List of Project Pan-Oceanic Completed in Past Years: Exhibit - A

Project	Owner	General Contractor	Work Performed
Private Drain Repair Project City of Chicago Year 2008 to 2011 Amount: \$6,074,250.00	City of Chicago Dept. of Water Management Attn: Mr. Charles Johnson Ph: 312.742.5133	Pan-Oceanic Eng. Co., Inc.	Private sewer connection repair, Concrete work and Asphalt work & Landscaping.
Belmont Road Grade Separation & Parking Lots at METRA Downers Grove Year 2008-2009 Amount \$ 5,922,071.28	METRA 547 W. Jackson Blvd. Chicago, IL 60661 Attn: Mr. Joseph Ott Ph: 312.322.6726	Pan-Oceanic Engineering Co., Inc.	Demolition, excavation, under ground utilities, electrical work, fence work, concrete & asphalt paving, landscaping work
Industrial Street - Racine Ave. CDOT Year 2008 Amount \$ 4,850,153.54	City of Chicago 30 N. LaSalle St., Suite 630 Chicago, IL 60602 Attn: Moh Pakshir Ph: 312.744.3561	Pan-Oceanic Engineering Co., Inc.	Earth excavation, sewer work, electrical work, concrete C & G, stone base, concrete and asphalt paving, landscaping work
Industrial Street Improvement Project: U - 2 - 110 Year 2005 Amount \$ 2,717,565.00	City of Chicago 30 N. LaSalle, Suite 600 Chicago, IL 60602 Att. Moh Pakshir Phone : 312-744-3561 Fax: 312-744-3519	Pan-Oceanic Engineering Co., Inc.	Excavation, Stone base, Site Utilities, Drainage Work, Concrete C & G, sidewalk, conc. Base, fence, asphalt paving, striping and landscaping work
Pullman Square Mkt. Imp. City of Chicago Dept. of Trans P. Year 2007 Amount \$ 2,681,987.50	CDOT 30 N. LaSalle, Suite 600 Chicago, IL 60661 Attn: Elizabeth Sloan Ph: 773.928.8064	Pan-Oceanic Engineering Co., Inc.	Excavation, sewer work, electrical work, fence work, concrete & asphalt paving, landscaping work.

8501 West Higgins Road, Suite 630 Chicago, Illinois 60631 tel 773.601.8408 fax 773.601.8409

EXCAVATION • SITE UTILITIES • ASPHALT PAVING • CONCRETE WORK
www.panoceanicinc.com



PAN-OCEANIC ENGINEERING CO., INC.

Project	Owner	General Contractor	Work Performed
McKinley & Calumet Park Artificial Turf Installation Year 2009 Amount \$ 1,773,178.00	Chicago Park Distt. 541 N. Fairbanks Chicago IL 60611 Attn: Mr. Steffan Schoenauer Ph: 312.742.4666	Pan-Oceanic Engineering Co., Inc.	Demolition and removal of existing site Installation of new artificial turf, concrete work, electrical work, sewer work and other misc. work
Group B Playground Imp. Algonquin and Supera Park Year 2009 Amount \$ 661,475.00	Chicago Park Distt. 541 N. Fairbanks Chicago, IL 60611 Attn: Mr. Randy DuRussel Ph: 312.742.4694	Pan-Oceanic Engineering Co., Inc.	Demo of existing playground surface Installation new playground equipment , rubber surface, drinking fountains, electrical and other site imp. work
Lincoln Square Improvement & Streetscape Project Year 2002 Amount \$ 1,265,969.00	City of Chicago Dept. of Transp. 30 N. LaSalle St. Suite 600 Chicago, IL 60602 Attn: Ms. Cynthia Williams Ph: 312.575.3965	Pan-Oceanic Engineering Co., Inc.	Installation of steel gates, historical marks precast concrete, water fountain, pavers, sewer & water lines, asphalt & concrete paving, electrical and landscaping work
Legion Park Gateway Improvements Year 2001 Amount \$ 777,939.64	Chicago Park Distt. 541 N. Fairbanks Chicago, IL 60611 Attn: Mr. Milch Glass Ph: 312.742.4847	Pan-Oceanic Engineering Co., Inc.	Site improvement included water fountain installation, water equipment, fence work, furnish & install precast, sewer & water lines, concrete foundation
Wells Streetscape project Between Division & North Ave. Year 2001 Amount \$ 1,200,000.00	City of Chicago Dept. of Transp. 30 N. LaSalle St., Suite 600 Chicago, IL 60602 Attn: Ms. Pat Howard Ph: 312.744.3560	Pan-Oceanic Engineering Co., Inc.	Installation of Steel gateways, historical markers, precast concrete pavers, water fountain, sewer & water lines, concrete & asphalt paving, electrical work, landscaping

8501 West Higgins Road, Suite 630 Chicago, Illinois 60631 tel 773.601.8408 fax 773.601.8409

EXCAVATION • SITE UTILITIES • ASPHALT PAVING • CONCRETE WORK
www.panoceanicinc.com



PAN-OCEANIC ENGINEERING CO., INC.

Project	Owner	General Contractor	Work Performed
McGinnis Field Station Imp. Forest Preserve Dist. Year 2007 Amount \$ 810,025.00	Forest Preserve Distt. of Cook C. 118 N. Clark Street Chicago, IL 60602 Attn: Mr. Chris Mereonowicz Ph: 708.771.1338	Pan-Oceanic Engineering Co., Inc.	Earth excavation, installation of control structure, chain link fence with gates, landscaping
Multifuse unpaved trail maintenance various north Year 2007 Amount \$ 915,210.00	Forest Preserve Distt. of Cook C. 118 N. Clark Street Chicago, IL 60602 Attn: Mr. Chris Mereonowicz Ph: 708.771.1338	Pan-Oceanic Engineering Co., Inc.	Rehabilitation multi use unpaved trails, drainage work, asphalt paving, landscaping work
New Multi Use Trail Bridges Forest Preserve Dist. Year 2007 Amount \$ 461,811.50	Forest Preserve Distt. of Cook C. 118 N. Clark Street Chicago, IL 60602 Attn: Mr. Chris Mereonowicz Ph: 708.771.1338	Pan-Oceanic Engineering Co., Inc.	Furnish & erect two bridges, furnish & erect timber bridges, demolition, landscaping work
Aurora Station Platform & Parking Lot Construction Year 2008 - 2009 Amount \$ 2,313,485.95	METRA 547 W. Jackson Blvd Chicago, IL 60661 Attn: Mr. Joseph Ott Ph: 312.322.6726	Pan-Oceanic Engineering Co., Inc.	Demolition, excavation, underground utilities, construction of new platforms, asphalt paving, fence work, retaining wall, electrical work, landscaping work
Site work and Infrastructures Peoples Gas Division and Elston Chicago, Illinois Year 2004 -2005 Contract Amount : \$2,274,470.00	Peoples Gas Company Burns & McDonnell Co. Ed Wiese 630-774-0576	Burns & McDonnell Co. 1431 Opus Place, Suit 400 Downers Grove, IL 60515	Excavation, removal of Contaminated Soil, sewer work, concrete work and Asphalt paving

8501 West Higgins Road, Suite 630 Chicago, Illinois 60631 tel 773.601.8408 fax 773.601.8409

EXCAVATION • SITE UTILITIES • ASPHALT PAVING • CONCRETE WORK

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PAN-OCEANIC ENGINEERING CO., INC.

Project	Owner	General Contractor	Work Performed
Randall Road - Sewer WI St. Charles, IL Year 2005 - 2006 Amount \$ 2,268,585.00	Illinois Dept. of Transportation 2300 S. Dirksen Pkwy Springfield, IL 62764	Martam Construction Attn: Bob Kutrovacz Ph: 847-608-6800 Fax: 847-608-6804	Sewer Work, Site Utilities, Drainage Work
American Airlines P.Lot Replacement Project. Pjt # OH. 6126.100.50.080 Year 2006 Amount \$ 1,873,022.35	City of Chicago O'Hare Modernization Program 8755 W. Higgins Road-Suite 700 Chicago, IL 60631 Attn: Khaled Naja Ph: 773-557-4884	Pan-Oceanic Engineering Co., Inc.	Excavation, Stone base, Site Utilities, Drainage Work, Concrete C & G, conc. Base, asphalt paving, striping and landscaping work
Construction Service of New METRA Train Station at UP Edison Park Year 2007 Amount \$ 1,674,997.66	METRA 547 W. Jackson Blvd Chicago, IL Attn: Mr. Jim Syke Phone: 312.322.6322	Pan-Oceanic Engineering Co., Inc.	Construction of complete train station building including drainage work, C & G work, fence work, landscaping
Bird Deterrent Installation at O'Hare Airport Year 2008 Amount \$ 1,209,715.00	O'Hare Airport - OMP 10510 W. Zemke Blvd Chicago, IL 60666 Attn: Jim Prosize Ph: 312.656.2909	Pan-Oceanic Engineering Co., Inc.	Installation of bird deterrent wire, excavation, landscaping work
Sewer Relief Project Contract B, Phase IX Contract Amt. \$2,411,800.00 Year 2004	City of Evanston David Stoneback 847-866-2942	Pan-Oceanic Engineering Co., Inc.	Excavation, demolition, sewer work landscaping, concrete and asphalt paving

8501 West Higgins Road, Suite 630 Chicago, Illinois 60631 tel 773.601.8408 fax 773.601.8409

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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:

- (a) Corporation Name PAN-OCEANIC ENG. CO., INC.
- (b) State and City in which incorporated CHICAGO / ILLINOIS
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No N.A.
- (d) Name and address of registered agent in Illinois

NABINDER K. SINGH

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

GULZAR SINGH

Name

NABINDER K. SINGH

Name

PRESIDENT / BOD

Title

SECRETARY / BOD

Title

If submitted by a partnership:

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

N.A.

If submitted by an individual:

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

N.A.

Signature of Affiant [Signature]

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

[Signature]

Notary Public

My Commission expires: 4/23/13

OFFICIAL SEAL
Elizabeth A Sloan
Notary Public, State of Illinois
My Commission Expires 04-23-2013

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PIOTROWSKI 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 1st low and the apparent 2nd 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 1st and 2nd 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
: PIOTROWSKI PARK PLAYGROUND

Description of goods or services to be provided under Contract
NEW CONSTRUCTION

2. Name of Contractor: PAN-OCEANIC ENG. CO., INC.
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: X

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI PARK PLAYGROUND

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or 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

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PIOTROWSKI 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 *GJS*
Name (Type or Print) GULZAR SINGH

Date 03/31/2010
Title PRESIDENT

Subscribed and sworn to before me
this 31 day of MARCH, 20 10

Elizabeth A. Sloan
Notary Public

(SEAL)

Commission expires: 4/23/13

OFFICIAL SEAL
Elizabeth A Sloan
Notary Public, State of Illinois
My Commission Expires 04-23-2013

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

PERFORMANCE AND PAYMENT BOND

Contract No. 1509

Bond No. 40038007

KNOW ALL MEN BY THESE PRESENTS, that we, Pan-Oceanic Engineering Company, Inc.,
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
The Guarantee Company of North America USA.
2521 Ridge Road
Lansing, Il. 60438

a corporation organized and existing under the laws of the State of MI., with offices in the State of
Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Three Hundred Thirty-Nine Thousand Seven
Hundred Ninety Two Dollars and No Cents (\$339,792.00) 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

Piotrowski Park Playground
4247 W. 31st Street
Chicago, IL
New Construction Project # 11080

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1509

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Three Hundred Thirty-Nine Thousand Seven Hundred Ninety Two Dollars and No Cents (\$339,792.00) 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. 1509

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 _____ N/A (Seal)
Individual Principal

Business Address _____

Individual Principal _____ (Seal)

City _____ State _____

CORPORATE SEAL

ATTEST:

BY Narinder K Singh

Secretary
Title Narinder Singh

8501 W. Higgins Road, Suite 630
Chicago, IL 60631
James W. Tragos

BY [Signature]
1655 N. Arlington Heights, Road

Business Address & Telephone
Arlington Heights, IL. 60004
847-398-3131

FOR CLAIMS (Please Print):

Contact Name: John Teshima

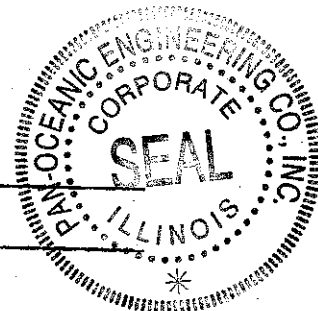
Business Address: 2521 Ridge Road, Lansing, IL. 60438

Telephone: 708-394-5128 Fax: 708-394-5131

The rate of premium of this Bond is \$ 12.00/1000 per thousand. **
Total amount of premium charged is \$ 4077.51 **

Pan-Oceanic Engineering Co., Inc.
Corporate Principal

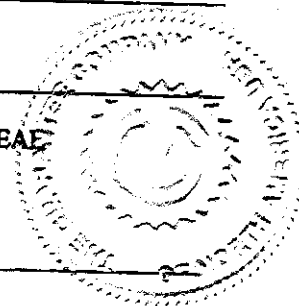
BY [Signature]
President
Title Gulzar Singh



The Guarantee Company of North America USA.
Corporate Surety

Attorney-in-Fact
Title

* CORPORATE SEAL



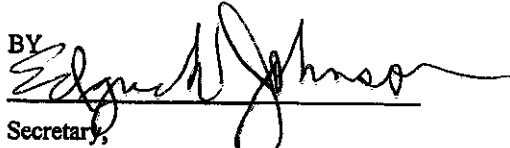
* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

BOND APPROVAL

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, NARINDER K. SINGH, certify that I am the CORPORATE Secretary of Pan-Oceanic Engineering Company, Inc., corporation named as Principal in the foregoing performance and payment bond, that GULLAR SINGH 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 26 day of APR 2010.

CORPORATE SEAL





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Greg Cerniglia, James Tragos, Marsha Patterson, Donald J. Scott
S & C Insurance Center, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 22nd day of July, 2009.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

[Signature]
Stephen Dullard, Vice President

[Signature]
Randall Musselman, Secretary

On this 22nd day of July, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

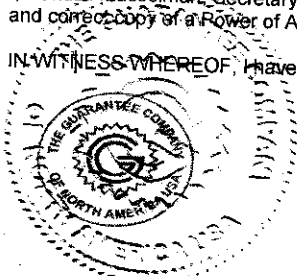
Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature]
Cynthia A. Takai

I, ~~Randall Musselman~~, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this *14th* day of *April*, 2010.



[Signature]
Randall Musselman, Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1509

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI PARK PLAYGROUND

EXHIBIT #1

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

Cook County Prevailing Wage for March 2010

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

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PAINTER SIGNS	BLD	31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
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
TUCKPOINTER	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,

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Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/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

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which 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);

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Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; 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

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Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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PIOTROWSKI PARK PLAYGROUND

Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

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

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

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

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;

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Contract No.1509

PIOTROWSKI PARK PLAYGROUND

Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the 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.

AGORD CERTIFICATE OF LIABILITY INSURANCE

CSR MP
PANOC-2

DATE (MM/DD/YYYY)
04/22/10

PRODUCER
S & C Insurance Center, Inc.
Suite 302W
1655 N. Arlington Heights Road
Arlington Heights IL 60004-3900
Phone: 847-398-3131 Fax: 847-398-8345

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.

INSURED

Pan-Oceanic Engineering Co Inc
P.O. Box 66465
Chicago IL 60666

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Grange Mutual Casualty Company	14060
INSURER B: Commerce & Industry Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X C & U <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP 2240524	05/13/09	05/13/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP 2240524 CPP 2240524 CPP 2240524	05/13/09 05/13/09 05/13/09	05/13/10 05/13/10 05/13/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP 2239113	05/13/09	05/13/10	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 20708565	05/13/09	05/13/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Builders Risk Special Form	CPP 2240524	05/13/09	05/13/10	Limit \$136,000 Ded. \$500

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

PROJECT: PIOTROWSKI PARK PLAYGROUND, PROJECT #110870, CONTRACT #1509
 The Public Building Commission, Chicago Park District & City of Chicago are added as additional insured to General and Auto Liability. THE COVERAGE AFFORDED IS PRIMARY/NON CONTRIBUTORY & INCLUDES WAIVERS OF SUBROGATION FOR GENERAL LIABILITY & WORKERS COMPENSATION

PP 11080
ok CIP
4/23/10

CERTIFICATE HOLDER

Public Building Commission Of Chicago
 50 W. Washington St. Room 200
 Richard J. Daley Center
 Chicago IL 60602

PUBLI01

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

Marsha Patterson

Marsha Patterson

Policy Number: CPP 2240524

Endorsement	CG 17
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Primary and Noncontributory

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART**

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy, subject to the following conditions:

- 1) The additional insured is specifically named on a CG 20 10 Additional Insured – Owners, Lessees or Contractors endorsement which attached to this policy;
- 2) A written contract between the Named Insured and the additional insured requires this insurance to be primary and noncontributory to other insurance available to the additional insured; and
- 3) Coverage will be provided under this policy to the additional insured for liability caused by the Named Insured before a project is completed.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

The Public Building Commission, Chicago Park District & the City of Chicago

Location(s) of Covered Operations:

Piotrowski Park, 4247 W. 31st. Street, Chicago, IL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

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

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

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

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

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

POLICY NUMBER: CPP 2240524

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

The Public Building Commission, Chicago Park District & The City of Chicago

Location And Description of Completed Operations:

Piotrowski Park Playground, 4247 W. 31st Street, Chicago, IL

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

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

P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement CA 39

Policy Number: CPP 2240524

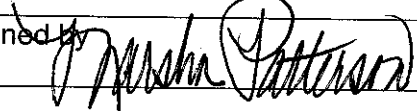
Additional Insured

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 4/22/10
At 12:01 A.M. standard time

Named Insured
Pan-Oceanic Engineering Co Inc
Countersigned by 
(Authorized Signature)

SCHEDULE

Name and Address of Person or Organization (Additional Insured)

The Public Building Commission, Chicago Park District and The City of Chicago

WHO IS AN INSURED (Section II) is amended to include as an "insured" the person or organization named in the Schedule of this endorsement; but such inclusion of the additional insured shall not operate to increase the limits of our liability.

Policy Number: CPP 2240524

CG 24 04 (10-93)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

The Public Building Commission, Chicago Park District and the City of Chicago

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

CG 24 04 (10-93)

Chartis
70 Pine Street
New York, NY 10270

Endorsement WC 00 03 13

Policy Number: WC 020-70-8565

**Waiver of Our Right To Recover
From Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The Public Building Commission, Chicago Park District and The City of Chicago

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI 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 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI PARK PLAYGROUND

occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1509

PIOTROWSKI PARK PLAYGROUND

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.

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

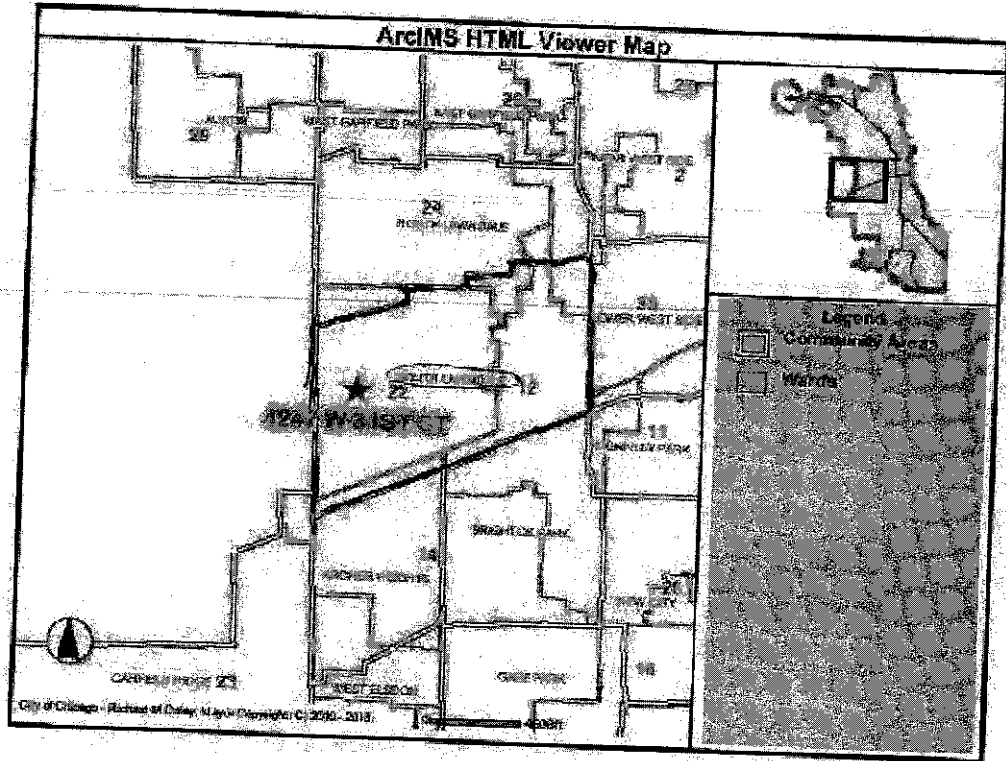
Contract No. 1509

PIOTROWSKI PARK PLAYGROUND

EXHIBIT # 3 COMMUNITY AREA MAP

Map Output

Page 1 of 1



http://maps.cityofchicago.org/server/com.esri.com/map.Esrimap?ServiceName=public_over... 3/8/2010

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

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

PAN-OCEANIC ENGINEERING CO., INC.
8501 W. HIGGINS ROAD
SUITE 630
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04481

CERTIFICATE NUMBER: GC04481-6

FEE: \$ 2000

DATE ISSUED: 05/13/2009

DATE EXPIRES: 05/25/2010

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

DISCLOSURE AFFIDAVIT

Name: PAN-OCEANIC ENG. CO., INC.

Address: 8501 W. HIGGINS RD., SUITE 630, CHICAGO, IL - 60631

Telephone No.: 773.601.8408

Federal Employer I.D. #: 36-4225633 Social Security #: 338-78-6498

Nature of Transaction:

- Sale or purchase of land
 Construction Contract
 Professional Services Agreement
 Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned GULZAR SINGH, as PRESIDENT
(Name) (Title)
and on behalf of PAN-OCEANIC ENG. CO., INC.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization ILLINOIS

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC (or attach list):
 Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>GULZAR SINGH</u>	<u>PRESIDENT</u>	<u>GULZAR SINGH</u>	<u>PRESIDENT / BOD</u>
<u>NARINDER K. SINGH</u>	<u>SECRETARY</u>	<u>NARINDER K. SINGH</u>	<u>SECRETARY / BOD</u>

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
<u>GULZAR SINGH</u>	<u>1500 SEWARD ST., SCHAMBURG IL-60193</u>	<u>100 %</u>
_____	_____	_____ %
_____	_____	_____ %

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

N.A.

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. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____ / N.A. _____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

_____ / N.A. _____

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____ / N.A. _____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

N.A.

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

N.A.

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

1. 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. Bribe 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;
 - c. 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) bid-rigging, 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.

3. 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 DELINQUENCIES

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.

NONE

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/FEEES

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.

N.A.

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 ADMINISTRATIVE PROCEEDINGS

1. 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.

N.A.

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:

N.A.

(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]
Signature of Authorized Officer

GULZAR SINGH
Name of Authorized Officer (Print or Type)

PRESIDENT
Title

773. 601. 8408
Telephone Number

State of IL

County of COOK

Signed and sworn to before me on this 31 day of MARCH, 2010 by

GULZAR SINGH (Name) as PRESIDENT (Title) of

PAN-OCEANIC ENG. CO. (Bidder/Proposer or Contractor)

[Signature]
Notary Public Signature and Seal

OFFICIAL SEAL
Elizabeth A Sloan
Notary Public, State of Illinois
My Commission Expires 04-23-2013

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 1 TO CONTRACT NO. 1509
FOR**

**Piotrowski Park Playground
4247 W. 31st Street
New Construction
Project# 11080**

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 2nd Floor, Richard J. Daley
Center, 50 West Washington Street, Chicago, IL 60602**

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. 1509

FOR
Piotrowski Park Playground
4247 W. 31st Street
New Construction
Project# 11080

DATE: Thursday, March 25, 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: Add the attached "Alternate" page 14A;

Alternate #1-EXISTING SPRAY FEATURE REMOVAL:

ADD: This work consists of the removal of the existing concrete spray feature and associated concrete, plumbing drain, spray heads, water supply (water shall be capped at the point where it splits for the new drinking fountain. Remove the existing manhole and catch basin, cap all associated sewer connections. Backfill with engineered fill and excavation spoils compact and install topsoil and sod per contract documents and specifications.

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

- Change 1:** Color of Drinking Fountain: SECTION 12002-1 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 PT 2.0, Note 22: Delete: Piotrowski Park Depot. Replace with: Marquette Park Depot.
- Change 2:** Plastic Retaining Wall and Components: PT 2.0, Note 23: Delete: Piotrowski Park Depot. Replace with: Marquette Park Depot.
- Change 3:** Bedding: PT 3.0, Note 8.10: Delete: Four inch Bedding material (4") Replace with: Six inch Bedding material (6").
- Change 4:** Owner provided & Contractor installed Site materials & Components: PT 6.0: Delete: Owner provided & Contractor installed site materials & components. Replace with: Owner to purchase play equipment only, manufacturer to deliver & contractor to install. Contractor to purchase and install Picnic Table, Drinking Fountain & Bench.

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 5:** Owner provided & Contractor installed Site materials & Components: PT 6.0: Color: Delete: Picnic Table - Red, Blue & Grey Red, Drinking Fountain - Red, Blue & Grey , Bench - Red, Blue & Grey Replace with: Picnic Table - Black, Drinking Fountain - Black, Bench - Black.
- Change 6:** Sod: PT 8.0: Delete: Seed Replace with: Sod.
- Change 7:** Drinking Fountain: PT 10.0, 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 8:** Bedding: PT 12.0, Detail 3: Note 1. Delete: 4" Replace with: 6".

ATTACHMENTS:

Alternate Page 14A

Drawings

PT 2.0

PT 6.0

PT 8.0

PT 10.0

Specifications

PT 01000 SPECIAL CONDITIONS

PT 12002 DRINKING FOUNTAIN

END OF ADDENDUM NO.2

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director