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**TO BE EXECUTED IN DUPLICATE**

BOOK 1:

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

CONTRACT NO. 1541

ROSENBLUM PARK DEVELOPMENT  
1911 EAST 75<sup>th</sup> STREET  
PARK DEVELOPMENT & EXPANSION  
PROJECT #05410

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.*

**ISSUED FOR BID ON FEBRUARY 15, 2012**

**MARCH 2011 REV1.0**

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# PUBLIC BUILDING COMMISSION OF CHICAGO

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## ROSENBLUM PARK DEVELOPMENT

### 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:

**ROSENBLUM PARK DEVELOPMENT  
1911 EAST 75<sup>th</sup> STREET  
PARK DEVELOPMENT & EXPANSION  
PROJECT #05410**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, the Rosenblum Park Development project involves the renovation and expansion of an existing park. This includes an artificial turf soccer/football field and baseball diamond, a new sod ball diamond, the renovation of an existing ball diamond, two basketball courts, two tennis courts, and a new playground. Landscaping improvements include sod throughout, new gravel paths with lighting, new trees, bike racks, and benches. South Constance Avenue will be partially vacated to link the main park to the new area to the northwest.
  - 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: \$4,500,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 8<sup>th</sup>
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the South Shore 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, Manager of Procurement by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Contract Documents Available at: The Blue Print Shoppe, 5130 N. Elston Avenue, Chicago, IL, telephone: 773-545-0308
9. Online Contract Documents Available at: <http://www.blueprintshoppe.com/private.php>
10. Pre-Bid Meeting Date, Time, and Location: **Tuesday, February 21, 2012** at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. \*Mandatory Technical Review Meeting for invited Pre-qualified Bidders: **Tuesday, February 21, 2012** at 11:00AM, in the 2<sup>nd</sup> Floor Board Room. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.  
  
\*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. Bid Opening Date and Time: **Tuesday, March 6, 2012 at 11:00AM**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$100,000.00**
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: **City of Chicago**

**B. Time of Completion**

Substantial Completion of the Work must be achieved not later than **October 12, 2012**.

**C. Commission's Contingency Fund**

1. The Commission's Contingency Fund for this project is: **\$100,000.00**
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

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

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

**E. Liquidated Damages**

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

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

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

**F. Prevailing Wage Rates**

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

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### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

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

#### B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Manager of Procurement by email [janicemeeks@cityofchicago.org](mailto:janicemeeks@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. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents- Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

#### 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.

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2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

**F. Preparation of Bid**

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



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**G. Bid Deposit:**

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

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

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

**I. Affidavit of Non-Collusion**

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

**J. MBE and WBE Commitments**

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

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

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

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

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

#### L. Affidavit of Uncompleted Work

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

#### M. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

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**N. 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.

**O. Withdrawal of Bids before Bid Opening**

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

**P. Opening of Bids**

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

**Q. Evaluation of Bids**

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

**R. Basis of Award**

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

**S. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With

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respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

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

a) Insurance To Be Provided By the Contractor

The insurance requirements are attached as Exhibit 2.

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

### T. Protests

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

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#### U. Licensing

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

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

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Friday, March 16, 2012 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1541, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1, 2

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

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

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

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

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

**BID FORM**

ITEM	AMOUNT
WORK	\$ 2,948,000
SITE WORK ALLOWANCE	\$135,000.00
COMMISSION'S CONTINGENCY FUND	\$100,000.00
<b>TOTAL BASE BID</b>	\$ 3,183,000
<b>AWARD CRITERIA FIGURE</b> (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 3,054,725

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

Continental Casualty Company

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333 S. Wabash Avenue, 41st Floor

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Chicago, Illinois 60631

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

SITE WORK ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
4	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	\$35.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$20.00



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**ROSENBLUM PARK DEVELOPMENT**

24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00
25	Furnish, place and compact drainage material CA-7	Tons	\$16.00
26	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
27	Furnish and place geotextile filter fabric	Square Yard	\$7.00
28	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
29	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
30	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00

Total Allowance Fund = \$135,000.00

**NOTES:**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1541

ROSENBLUM PARK DEVELOPMENT

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

Secretary [Signature]

[Signature] Ral Emanuel

Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

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

5515 N. East River Road
Chicago, Illinois 60656
Address

If a Corporation:

By \_\_\_\_\_

President
Title of Signatory

ATTEST:

By \_\_\_\_\_

Secretary
Title

If a Partnership:

[Signature] Robert F. Zitek
Partner by FHP Management, Inc., Sole Manager
by Robert F. Zitek, Authorized Agent & Sr. V.P.

5515 N. East River Road
Chicago, Illinois 60656
Address

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

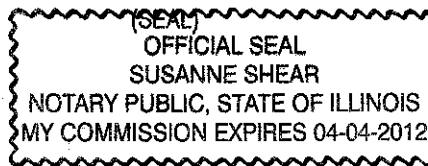
If a Sole Proprietorship:

Signature \_\_\_\_\_

NOTARY PUBLIC

County of Cook State of IL
Subscribed and sworn to before me on this 6th day of February, 2012.

[Signature] Susanne Shear
Notary Public Signature
Commission Expires: April 4, 2012



Approved as to form and legality

[Signature] Neal & Leroy, LLC

Date: 3-14-2012

CERTIFICATE

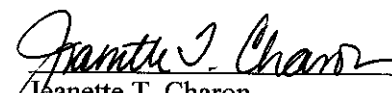
I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

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

Frank H. Paschen	Agent
James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
Lyle Shear	Agent
W. Mark Barkowski	Agent
Christian D. Blake	Agent
Charles Freiheit	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
David Wainwright	Agent
Leo J. Wright	Agent
Jeanette T. Charon	Agent
David P. Roy	Agent

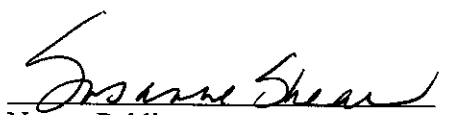
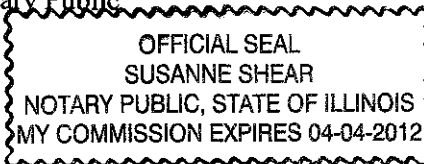
I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 24<sup>th</sup> day of February, 2012.

  
Jeanette T. Charon  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 24<sup>th</sup> day of February, 2012.

  
Notary Public  


**CERTIFICATION OF F.H. PASCHEN,  
S.N. NIELSEN & ASSOCIATES LLC**

F. H. Paschen, S.N. Nielsen & Associates LLC, hereby certifies that the Operating Agreement of F.H. Paschen, S.N. Nielsen & Associates LLC, executed by all the members of F. H. Paschen, S.N. Nielsen & Associates LLC, states that FHP Management, Inc., is its Sole Manager and that its Sole Manager and the Manager's duly authorized Officers and Agents, have full and unrestricted authority on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC to take whatever actions they deem necessary in their sole discretion and to execute and deliver any and all documents, instruments and papers which in their sole discretion may be necessary, expedient or proper in furtherance of its construction projects, including but not limited to all bid documents, bid bonds and construction contracts.

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

By: FHP Management, Inc., Sole Manager

By: \_\_\_\_\_  
Frank H. Paschen, Sole Shareholder and  
Sole Director

Dated: July 14, 2010

**COPY**

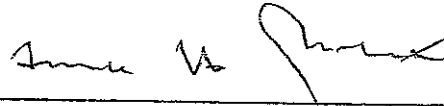
ACTION BY UNANIMOUS CONSENT OF THE  
SOLE DIRECTOR OF FHP MANAGEMENT , INC.

The undersigned, being the Sole Director of FHP Management, Inc., a corporation organized under the laws of the State of Illinois, does hereby take the following action without a meeting pursuant to the authority of the Illinois Business Corporation Act, as follows:

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

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent
James Habschmidt	Agent
David Wainwright	Agent

Resolved further, that the Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary and each Assistant Secretary of the Corporation is authorized to certify the foregoing resolution to any third party to further the business operations of the Company and business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

  
\_\_\_\_\_  
Frank H. Paschen, Sole Director

Dated; July 14, 2010

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

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.

2. Award Criteria Formula

Line 1.	Total Base Bid, in figures	<u>3,183,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.40</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>50,928</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>47,745</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>15,915</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.025</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>3,183</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.10</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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ROSENBLUM PARK DEVELOPMENT

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>9,549</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>0.030</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>955</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>128,275</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>3,054,725</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		<u>\$3,054,725</u>

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**ROSENBLUM PARK DEVELOPMENT**

- 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:

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

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 shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**ROSENBLUM PARK DEVELOPMENT**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

**6. Major Trades**

Asbestos Workers	Operating Engineers
Boiler Makers	Painters
Bricklayers	Pile Driver Mechanics
Carpenters	Pipe Fitters/Steam Fitters
Cement Masons	Plasterers
Electricians	Plumbers
Elevator Construction	Roofers
Glaziers	Sheet Metal Workers
Mechanists	Sprinkler Fitters
Machinery Movers	Technical Engineers
Ornamental Iron Workers	Truck Drivers
Lathers	Tuck Pointers

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

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

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

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

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

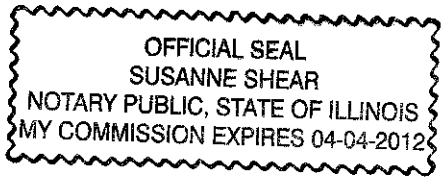
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

[Signature]
(Signed)
by FHP Management, Inc., Sole Manager
by Robert F. Zitek, Authorized Agent & Sr. Vice President
(Title)

Subscribed and sworn to before me this 6th day of March 20 12

[Signature]
Notary Public
(Title)
My Commission expires: April 4, 2012



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1541  
ROSENBLUM PARK DEVELOPMENT

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture \_\_\_\_\_
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.1541

**ROSENBLUM PARK DEVELOPMENT**

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

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

**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\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,

\_\_\_\_\_  
to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

that he or she was properly authorized by

(Name of Joint Venture)

(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her

\_\_\_\_\_  
to execute the affidavit and did so as his or her

free act and deed.

free act and deed.

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1541  
ROSENBLUM PARK DEVELOPMENT

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

Name of Project: Rosenblum Park Development

Project Number: 1541

FROM:

TRUCK KING HAULING CONTRACTORS LLC MBE  WBE   
(Name of MBE or WBE)

TO:

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

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

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Oct 8, 2008. 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.

TRUCKING  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 196,650.00  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1541

ROSENBLUM PARK DEVELOPMENT

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:

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

TRUCK KING HAULING CONTRACTORS INC.

Name of MBE/WBE Firm (Print)

Date

(113) 847-6000

Phone

Signature

JESUS SAUZAMEDA JR

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

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





City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

October 6, 2008

Jesus Sauzamede, President  
**Truck King Hauling Contractors, Inc.**  
4722 S. Spaulding  
Chicago, IL 60632

**Annual Certificate Expires: November 1, 2009**  
**Vendor Number: 1069783**

Dear Mr. Sauzamede:

We are pleased to inform you that **Truck King Hauling Contractors, Inc.**, has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **November 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the annual 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 whenever the changes occur.

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.

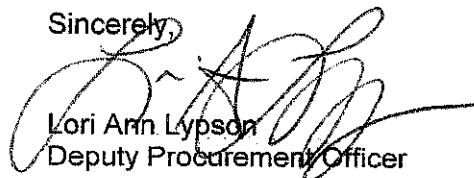
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Trucking Services; Hauling Services**

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

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

Sincerely,



Lori Ann Lypson  
Deputy Procurement Officer

LAL/ckr

**IL UCP HOST: IDOT**





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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September 30, 2011

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

**Annual Certificate Expires: November 1, 2012**

Dear Jesus Sauzamede, Jr:

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

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

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

Business Enterprises in the specialty area(s) of:

**NIGP-96239: HAULING SERVICES**  
**NIGP-96286: TRANSPORTATION OF GOODS (FREIGHT)**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Chambers  
Senior Compliance Officer

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

**ROSENBLUM PARK DEVELOPMENT**

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

**To Perform As**

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

Name of Project: Rosenblum Park Development

Project Number: 1541

FROM:

Horizon Contractors, Inc. MBE  WBE   
(Name of MBE or WBE)

TO:

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

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

a Sole Proprietor  a Corporation  
 a Partnership  a Joint Venture

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

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

Electrical Work

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

\$261,300

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1541  
ROSENBLUM PARK DEVELOPMENT

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.

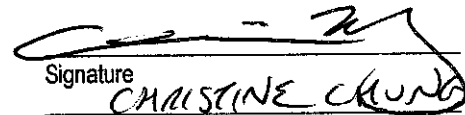
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

HORIZON CONTRACTORS, INC.  
Name of MBE/WBE Firm (Print)

3/5/12  
Date

(312) 850-3010  
Phone

  
Signature

CHRISTINE CHUNG  
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**

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September 16, 2011

Christine Chung-Hurley  
Horizon Contractors, Inc.  
1355 West Fulton Street  
Chicago, IL 60607

REC'D SEP 29 2011

**Annual Certificate Expires: October 1, 2012**

Dear Christine Chung-Hurley:

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

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

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

**NIGP-91082: WIRING AND OTHER ELECTRICAL MAINTENANCE AND  
REPAIR SERVICES  
NIGP-91438: ELECTRICAL**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers". The signature is fluid and cursive, written over a light blue horizontal line.

Michael Chambers  
Senior Compliance Officer

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1541

ROSENBLUM PARK DEVELOPMENT

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

Name of Project: Rosenblum Park Development

Project Number: 1541

FROM:

VERIZON ENTERPRISES, INC MBE  WBE   
(Name of MBE or WBE)

TO:

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

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

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/31/11. 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.

SEWER AND WATER INSTALLATION

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

\$315,550.00



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1541

ROSENBLUM PARK DEVELOPMENT

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

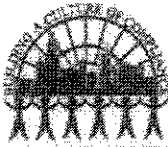
By:

VERDELAN ENTERPRISES, INC. [Signature]  
Name of MBE/WBE Firm (Print) Signature  
3/6/12  
Date ERNEST ESTERLA  
773 799-9693  
Phone Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print) Signature  
\_\_\_\_\_  
Date Name (Print)  
\_\_\_\_\_  
Phone MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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March 31, 2011

Ernie Estela  
Viridian Enterprises, Inc.  
4015 N. Rockwell  
Chicago, IL 60618

**Annual Certificate Expires: April 1, 2012**

Dear Ernie Estela:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **April 1, 2015**.

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

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

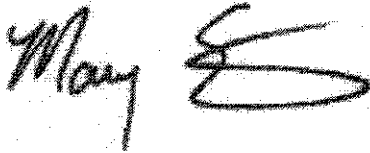
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS-237110: SEWER CONSTRUCTION  
NAICS-238910: DEMOLITION CONTRACTOR  
NAICS-238910: EXCAVATION CONTRACTORS

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

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

Sincerely,

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

Mary Elliott  
Acting Managing Deputy

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

ROSENBLUM PARK DEVELOPMENT

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

To Perform As

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

Name of Project: Rosenblum Park Development

Project Number: 1541

FROM:

Atrium MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Fit Paschen SNIelsen and Public Building Commission of Chicago  
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Oct 5 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Landscaping services  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$132,400.-

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

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

**To Perform As**

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Atrium

Name of MBE/WBE Firm (Print)

3/16/2012

Date

630-739-5100

Phone



Signature

Kathleen Bruch

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

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

Phone



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

October 7, 2011

Kathleen Brunch  
Atrium, Inc.  
17113 Davey Road  
Chicago, IL 60439

**Annual Certificate Expires: October 5, 2016**

Dear Kathleen Brunch:

We are pleased to inform you that Atrium, Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until **October 5, 2016**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 5, 2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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**Atrium, Inc.**

**Page 2**

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

**NAICS – 561730 – LANDSCAPE CARE AND MAINTENANCE SERVICES**

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

Thank you for your continued interest in the City's Woman owned Business Enterprise (WBE) Program.

Sincerely,

Michael Chambers  
Senior Compliance Officer  
CITY OF CHICAGO  
City Hall

TA MJ





**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

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

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

By:

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

Name of Contractor (Print)

March 7, 2012

Date

773-444-3474

Phone

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

Signature by FHP Management, Inc., Sole Manager  
by Robert F. Zitek, Authorized Agent & Sr. V.P.

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

\_\_\_\_\_  
Signature

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

**ROSENBLUM PARK DEVELOPMENT**

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

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

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

Dear Mrs. Cabonargi:

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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

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

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



# Illinois Department of Transportation

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

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

## PART I. WORK UNDER CONTRACT

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

	1	2	3	4	
Contract Number	Gwendolyn	4 MW Gen Bldg	Fire Station 16	McClellan 63073	
Contract With	PBC	Sewer & Water Bd	PBC	IDOT	
Estimated Completion Date	July 2011	May 2012	June 2012	Nov 23, 2010	
Total Contract Price	\$34,855,000	\$7,989,264	\$10,679,000	\$10,460,560	<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor	\$3,855,000	\$4,244,524	\$9,829,671	\$338,825	\$547,995,087
Uncompleted Dollar Value if Firm is the Subcontractor					\$0
			<b>Total Value of All Work</b>		\$547,995,087

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

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

					<b>Accumulated Totals</b>
Earthwork				\$0	\$9,010,522
Portland Cement Concrete Paving				\$0	\$14,765,203
HMA Plant Mix					\$0
HMA Paving					\$0
Clean & Seal Cracks/Joints					\$0
Aggregate Bases & Surfaces				\$0	\$271,688
Hwy, R.R. & Wtrwy Strctrs				\$55,000	\$69,334,961
Drainage					\$8,279,425
Electrical					\$0
Cover and Seal Coats					\$0
Concrete Construction				\$0	\$12,270,026
Landscaping					\$0
Fencing					\$0
Guardrail					\$0
Painting					\$0
Signing					\$0
Cold Milling, Planning & Rotomilling					\$0
Demolition					\$2,833,500
Pavement Markings ( Paint )					\$0
Other Construction (List)				\$0	\$453,000
Building Construction	\$50,000	\$573,160	\$1,600,000		\$36,110,155
					\$0
					\$0
<b>Totals</b>	<b>\$50,000</b>	<b>\$573,160</b>	<b>\$1,600,000</b>	<b>\$55,000</b>	<b>\$153,328,479</b>

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

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

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

	1	2	3	4
Subcontractor	Terra Demolition	Durr Heavy	Techica	Kapur
Type of Work	Demolition	Excavation	Abatement	Survey
Subcontract Price	\$75,000	\$454,738	\$354,000	\$98,354
Amount Uncompleted		\$28,220	\$231,000	\$0
Subcontractor	Earth Inc.	Balfour Beatty Rail	Revcon	Geneva
Type of Work	Excavation	Rail	Pile	Asphalt
Subcontract Price	\$1,211,634	\$143,800	\$84,300	\$458,501
Amount Uncompleted			\$84,300	\$40,311
Subcontractor	Sanchez Paving	Golf South	Sanchez	Gateway
Type of Work	Asphalt	Piling	Asphalt Paving	Rebar Erection'
Subcontract Price	\$149,225	\$810,229	\$20,500	\$107,420
Amount Uncompleted	\$37,225	\$54,000	\$20,500	\$5,767
Subcontractor	Hartford & Son	Nola	D and b	Homar
Type of Work	Utility	Concrete	Concrete	Tree removal
Subcontract Price	\$201,530	\$1,282,801	\$250,000	\$12,634
Amount Uncompleted	\$23,832	\$758,675	\$250,000	\$0
Subcontractor	Atrium	Accurate Steel	Fence Master	Alpine
Type of Work	Landscape	Steel Erection	Fence	Demolition
Subcontract Price	\$497,890	\$454,546	\$112,000	\$50,100
Amount Uncompleted	\$292,014	\$402,198	\$112,000	\$3,200
Subcontractor	Illinois Masonry	ABG	Atrium	GFS
Type of Work	Masonry	Caulking	Landscape	Guard Rail'
Subcontract Price	\$1,884,089	\$23,500	\$347,000	\$195,941
Amount Uncompleted		\$23,500	\$347,000	\$26,025
Subcontractor	Carlo Steel	Bernard Mechanical	Degraf	Laredo system
Type of Work	Steel	HVAC	Concrete	Landscape
Subcontract Price	\$2,246,100	\$907,090	\$399,392	\$137,774
Amount Uncompleted	\$26,204	\$688,187	\$399,392	\$55,178
Subcontractor	Qunico Steel	Fisk'	F and B	Gillen
Type of Work	Steel Erection	Electrical	Masonry	Sheeting
Subcontract Price	\$571,986	\$677,448	\$1,200,000	\$1,123,838
Amount Uncompleted		\$597,636	\$1,200,000	\$19,382
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$26,745,797	\$5,163,364	\$7,911,808	\$2,680,916
Amount Uncompleted	\$3,425,725	\$3,671,364	\$5,585,479	\$133,962
Total Uncompleted	\$3,805,000	\$6,223,780	\$8,229,671	\$283,825

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



**Illinois Department of Transportation**

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

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

**PART I. WORK UNDER CONTRACT**

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

	5	6	7	8	9
Contract Number	Coastal Harbor150	51R-1	Schurz H S	Brighton Park	Lake St. Column Re
Contract With	PBC	City of Des Plaines	CPS	PBC	CDOT
Estimated Completion Date	Oct 31, 2011	June 15, 2011	July 30, 2011	June, 2010	June 1, 2011
Total Contract Price	\$15,461,491	\$11,552,960	\$10,927,387	\$22,699,005	\$6,694,159
Uncompleted Dollar Value if Firm is the Prime Contractor	\$6,174,076	\$588,234	\$1,072,172	\$300,207	\$1,742,744
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

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

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

Earthwork	\$572,750	\$0			\$66,000
Portland Cement Concrete Paving		\$0			
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		\$0			
Hwy, R.R. & Wtrwy Strctrs	\$2,283,034				
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction		\$10,000			\$87,500
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					\$453,000
Building Construction			\$50,000		
Totals	\$2,855,784	\$10,000	\$50,000	\$0	\$606,500

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

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

	5	6	7	8	9
Subcontractor	Industrial Fence	Kapur	Fence Co.	C Szabo	S & J
Type of Work	Fence	Survey	Fence	Utility	Steel Erection
Subcontract Price	\$64,910	\$73,650	\$2,863	\$385,508	\$1,819,751
Amount Uncompleted	\$3,964	\$0		\$0	\$36,351
Subcontractor	Mega Steel	Kalgen	Vixen	Wingren	Kapur
Type of Work	Rebar Erection	Q/C	Curb	Landscape	Survey
Subcontract Price	\$159,159	\$108,119	\$91,230	\$312,998	\$38,650
Amount Uncompleted	\$159,159	\$0	\$52,250	\$0	\$9,195
Subcontractor		Arrow Road	MBB Enterprize	Beverly	Bigane
Type of Work		Asphalt	Masonry	Asphalt	Paving
Subcontract Price		\$1,528,917	\$250,000	\$32,309	\$350,876
Amount Uncompleted		\$124,664	\$128,320	\$0	\$264,654
Subcontractor		Lindahl	M Cannon	Universal	Aldridge Elec
Type of Work		Excavation	Roofing	Misc Metal.	Electrical
Subcontract Price		\$2,118,300	\$108,925	\$111,926	\$504,982
Amount Uncompleted		\$123,402	\$108,925	\$0	\$347,731
Subcontractor		Lady Lighting	Cobra	Kremer Davis	Midwest Fence
Type of Work		Electrical	Drywall	Glass	Fence
Subcontract Price		\$953,422	\$40,015	\$76,000	\$14,516
Amount Uncompleted		\$150,407	\$10,230	\$0	\$8,733
Subcontractor		GFS	Midway Overhead	L B Hall	Atrium
Type of Work		Fence	Doors	Fire protection	Landscape
Subcontract Price		\$124,775	\$6,750	\$175,758	\$182,372
Amount Uncompleted		\$15,142		\$0	\$182,372
Subcontractor		Natural Creation	J P Phillips	Just rite	Homer
Type of Work		Landscaping	Plaster	Accoustical Clg	Tree Removal
Subcontract Price		\$191,640	\$33,500	\$305,000	\$6,449
Amount Uncompleted		\$66,414	\$3,350		\$850
Subcontractor		Maintenance Coati	Mr. David	Mid America	SEI Coatings
Type of Work		Pavement Mkg	Carpet	Elevator	Paint
Subcontract Price		\$60,559	\$10,350	\$164,707	\$39,950
Amount Uncompleted		\$4,085		\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$11,580,525	\$750,367	\$7,276,804	\$18,466,053	\$3,926,086
Amount Uncompleted	\$3,155,169	\$94,120	\$719,097	\$300,207	\$286,358
Total Uncompleted	\$3,318,292	\$578,234	\$1,022,172	\$300,207	\$1,136,244

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



**Illinois Department of Transportation**

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

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

	10	11	12	13	14
Contract Number	Osborne School	S. Plaquemines HS	Contact 62478	Contact 62479	Contact 64815
Contract With	Louisiana DOE	Plaquemines Paris	IDOT	IDOT	IDOT
Estimated Completion Date	January 2012	July 2012	Sept 12, 2012	Sept 12, 2012	Oct 12, 2012
Total Contract Price	\$21,375,000	\$37,164,000	\$30,486,604	\$42,262,987	\$22,406,848
Uncompleted Dollar Value if Firm is the Prime Contractor	\$19,790,520	\$36,386,569	\$25,888,137	\$37,691,395	\$18,187,407
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork			\$1,487,500	\$3,100,000	
Portland Cement Concrete Paving			\$4,900,417	\$7,088,534	\$358,000
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strcls			\$4,653,770	\$6,903,082	\$10,258,243
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction				\$1,100,000	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition			\$340,000		
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$2,252,000	\$3,900,000			
Totals	\$2,252,000	\$3,900,000	\$11,381,687	\$18,191,616	\$10,616,243

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



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

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

	10	11	12	13	14
Subcontractor	Eustis Eng	Riverlands	Gallahger Asphalt	Gallahger Asphalt	Road Safe
Type of Work	Design	Survey	Asphalt	Asphalt	Traffic control
Subcontract Price	\$75,000	\$30,000	\$3,643,608	\$4,941,117	\$105,070
Amount Uncompleted	\$46,625	\$30,000	\$3,586,130	\$4,933,728	\$105,070
Subcontractor	Riverlands	Accurate Steel Erec	Lake Cty	Lake Cty	Davenport
Type of Work	Survey	Steel Erection	Excavation	Excavation	electrical
Subcontract Price	\$40,889	\$1,142,018	\$4,765,136	\$7,005,255	\$62,078
Amount Uncompleted	\$20,000	\$1,142,018	\$4,131,925	\$6,366,703	\$27,052
Subcontractor	J & A Construction	WEB	Van Mack	Van Mack	Old Chicago
Type of Work	Concrete	Misc. Metal	Electrical	Electrical	Resteel Install
Subcontract Price	\$1,400,000	\$476,200	\$966,214	\$1,659,523	\$1,279,840
Amount Uncompleted	\$1,277,296	\$476,200	\$926,846	\$1,570,299	\$1,245,635
Subcontractor	Southern Masonry	Kemco	GFS	GFS	Korneffel
Type of Work	Masonry	Waterproofing	Fence	Fence	Piling
Subcontract Price	\$1,344,000	\$165,030	\$62,691	\$109,182	\$598,618
Amount Uncompleted	\$1,344,000	\$165,030	\$61,431	\$109,182	\$383,567
Subcontractor	Accurate Steel	Alpine Roofing	Natural Creation	Natural Creation	Laredo
Type of Work	Steel	Roofing	Landscaping	Landscaping	Landscaping
Subcontract Price	\$2,000,000	\$1,240,000	\$1,380,475	\$1,730,673	\$224,465
Amount Uncompleted	\$2,000,000	\$1,240,000	\$1,357,687	\$1,730,673	\$212,646
Subcontractor	KMT Painting	J-Kaulk Firestopping	Homer	Homer	Homer
Type of Work	Painting	Firestopping	Tree Service	Tree Service	Tree Service
Subcontract Price	\$127,330	\$80,000	\$59,057	\$183,244	\$16,280
Amount Uncompleted	\$127,330	\$80,000	\$32,709	\$97,635	\$1,600
Subcontractor	Kedmoc	Alpha	Traffic Service	Tough Cut	SEI Coating
Type of Work	Waterproofing	Insulation	Traffic Control	Sawing	Paint
Subcontract Price	\$43,531	\$45,000	\$626,464	\$214,252	\$757,420
Amount Uncompleted	\$43,531	\$45,000	\$592,233	\$214,252	\$757,420
Subcontractor	G & L	Glass Inc.		Gateway	Access Control
Type of Work	Curtain Wall	Glass		Rebar Install	Guardrail
Subcontract Price	\$590,000	\$940,000		\$38,809	\$504,439
Amount Uncompleted	\$590,000	\$940,000		\$38,809	\$449,620
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$15,926,218	\$33,045,752	\$5,567,739	\$6,850,705	\$6,709,554
Amount Uncompleted	\$12,089,738	\$28,368,321	\$3,817,489	\$4,438,498	\$4,388,554
Total Uncompleted	\$17,538,520	\$32,486,569	\$14,506,450	\$19,499,779	\$7,571,164

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



**Illinois Department of Transportation**

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	15	16	17	18	19
Contract Number	Thorton Quarry	Belmont/Fullerton	Lift Bridge	Upper DesPlaines	Southwest Middle
Contract With	MWRDGC	CTA	CDOT	MWRDofGC	PBC
Estimated Completion Date	Jan 1, 2011	February 2010	May 31, 2012	May 2009	Oct 1, 2009
Total Contract Price	\$56,205,520	\$112,660,716	\$24,078,913	\$10,274,131	\$29,751,030
Uncompleted Dollar Value if Firm is the Prime Contractor	\$32,638,708	\$340,996	\$23,029,635	\$848,433	\$175,000
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

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

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Earthwork	\$2,255,040				
Portland Cement Concrete Paving	\$234,900				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs			\$11,490,748		
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$5,436,260		\$477,000		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition			\$1,908,000		
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction				\$85,000	
Totals	\$7,926,200	\$0	\$13,875,748	\$85,000	\$0

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

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

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

	15	16	17	18	19
Subcontractor	Kapur	Dynamic Wrecking	Azarcon	Falk	M T Transit
Type of Work	Survey	Demolition	Iron Work	Survey	Excavation
Subcontract Price	\$371,869	\$4,390,341	\$4,660,000	\$65,596	\$416,968
Amount Uncompleted	\$173,009	\$0	\$4,459,174	\$0	\$0
Subcontractor	Proshot	Case Foundation		Harrington	Flk Engineer
Type of Work	Shotcrete	Cassions		Excavation	Survey
Subcontract Price	\$1,833,970	\$4,293,951		\$170,415	\$56,876
Amount Uncompleted	\$300,026	\$0		\$0	\$0
Subcontractor	Hayward Baker	Civil Contr.			Pederson
Type of Work	Grouting	Utilities			Landscape
Subcontract Price	\$25,538,676	\$791,215			\$469,997
Amount Uncompleted	\$16,989,267	\$12,976			\$0
Subcontractor	A & C Electrical	A & H			Degrif
Type of Work	Electrical	Plumbing			Concrete
Subcontract Price	\$770,483	\$437,355			\$1,619,618
Amount Uncompleted	\$330,330	\$26,990			\$0
Subcontractor	Raimonde Drilling	Just Rite		M A Steel	All Masonry
Type of Work	Drilling	Accoustical		Rebar	Masonry
Subcontract Price	\$4,922,651	\$19,308		\$15,411	\$4,212,912
Amount Uncompleted	\$3,019,987				\$80,624
Subcontractor	Midwest	Chappel West, Inc.		Acura	Metropolitan Steel
Type of Work	Fence	Metal Bldg		Misc Conc.	Steel
Subcontract Price	\$674,628	\$247,947		\$26,184	\$3,015,311
Amount Uncompleted	\$192,073	\$0		\$0	
Subcontractor	Hi Tech	Brand		F & B	WEB
Type of Work	Rockfall	Scaffolding		Masonry	Misc Metal
Subcontract Price	\$1,090,889	\$4,772		\$23,900	\$379,497
Amount Uncompleted	\$334,178	\$0		\$0	\$0
Subcontractor		Break thru		Atlantic Painting	L B Hall
Type of Work		Demolition		Paint	Spray Fireproffing
Subcontract Price		\$353,400		\$306,176	\$98,000
Amount Uncompleted		\$0		\$16,000	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$39,508,250	\$56,377,990	\$4,694,713	\$7,929,024	\$16,267,211
Amount Uncompleted	\$3,373,638	\$301,030	\$4,694,713	\$747,433	\$94,376
Total Uncompleted	\$24,712,508	\$340,996	\$9,153,887	\$763,433	\$175,000

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



**Illinois Department of Transportation**

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

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**PART I. WORK UNDER CONTRACT**

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

	20	21	22	23	24
Contract Number	I-69 # 33049A	O'Hare MP-JOC	4 mW Gen Plant	Pp St 14 # 5205	S. Claiborne Str.
Contract With	INDOT	CDOT	Sewerage Water B	Sewerage Water B	City of N W
Estimated Completion Date	Oct 6, 2012	January 2010	May 2012	December 2011	July 2011
Total Contract Price	\$22,627,896	\$10,000,000	\$7,989,264	\$5,279,000	\$1,755,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$11,683,198	\$4,467,378	\$4,286,785	\$4,578,130	\$1,755,000
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs	\$6,572,463				
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction			\$542,985	\$2,346,265	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
<b>Totals</b>	<b>\$6,572,463</b>	<b>\$0</b>	<b>\$542,985</b>	<b>\$2,346,265</b>	<b>\$0</b>

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

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

	20	21	22	23	24
Subcontractor			Durr	Baker	Traffic Solution
Type of Work			Excavation	Pile	Traffic Control
Subcontract Price			\$454,738	\$135,800	\$2,000
Amount Uncompleted			\$28,220	\$135,800	\$2,000
Subcontractor			Gulf South	Nola	Arch Signage
Type of Work			Piling	Concrete	Signs
Subcontract Price			\$810,229	\$223,000	\$7,000
Amount Uncompleted			\$54,000	\$223,000	\$7,000
Subcontractor			Nola	Web	Boes Iron
Type of Work			Concrete	Steel	Steel
Subcontract Price			\$1,282,801	\$85,000	\$3,677
Amount Uncompleted			\$758,675	\$85,000	\$3,677
Subcontractor			Accurate	Gator	Chris'
Type of Work			Steel	Millwork	Asphalt
Subcontract Price			\$454,546	\$1,700	\$22,826
Amount Uncompleted			\$402,198	\$1,700	\$22,826
Subcontractor			ABG	Levett	Wagner
Type of Work			Caulking	Mechanical	Excavating
Subcontract Price			\$23,500	\$75,950	\$125,782
Amount Uncompleted			\$23,500	\$56,025	\$125,872
Subcontractor			Fisk	J and J	River City
Type of Work			Electrical	Diving	Stripping
Subcontract Price			\$677,448	\$6,517	\$7,980
Amount Uncompleted			\$597,636	\$6,517	\$7,980
Subcontractor			Bernhard	Geothermal	Frischhertz Elec.
Type of Work			Mechanical	Piling	Electrical
Subcontract Price			\$907,000	\$40,000	\$799,810
Amount Uncompleted			\$688,187	\$40,000	\$799,810
Subcontractor			American		
Type of Work			Movers		
Subcontract Price			\$14,000		
Amount Uncompleted			\$14,000		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$9,642,896	\$10,000,000	\$2,694,578	\$2,044,823	\$785,835
Amount Uncompleted	\$5,110,735	\$4,467,378	\$1,177,384	\$1,683,823	\$785,835
Total Uncompleted	\$5,110,735	\$4,467,378	\$3,743,800	\$2,231,865	\$1,755,000

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



**Illinois Department of Transportation**

Bureau of Construction  
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Springfield, Illinois 62764

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**PART I. WORK UNDER CONTRACT**

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

	25	26	27	28	29
Contract Number	143rd St.	UPRR Relocation	Morgan St.	HVAC upgrade	Wells to Michigan
Contract With	Orland Park, IL	CDOA	CDOT	Cook County	CDOT
Estimated Completion Date	Nov 11, 2011	Sept. 9, 2011	September 2011	June 30, 2011	May 1, 2012
Total Contract Price	\$10,231,124	\$11,063,984	\$25,257,000	\$3,396,000	\$16,943,634
Uncompleted Dollar Value if Firm is the Prime Contractor	\$5,980,601	\$2,400,990	\$11,845,670	\$3,151,095	\$11,918,046
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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

Earthwork	\$700,035	\$48,700	\$255,000		\$327,600
Portland Cement Concrete Paving	\$1,060,490				\$742,500
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$559,480		\$805,000		\$689,500
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					\$585,500
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction			\$2,461,000	\$325,000	\$260,000
<b>Totals</b>	<b>\$2,320,004</b>	<b>\$48,700</b>	<b>\$3,521,000</b>	<b>\$325,000</b>	<b>\$2,605,100</b>

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

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

	25	26	27	28	29
Subcontractor	K-5	Homar	DLZ	Midway	American Conc
Type of Work	Asphalt	Clearing	Survey	Drywall	Concrete Restorati
Subcontract Price	\$498,807	\$17,715	\$180,000	\$102,000	\$223,204
Amount Uncompleted	\$333,210	\$17,715	\$5,228	\$102,000	\$165,895
Subcontractor	Scanlon Exc	Kedmont	Quality	Natola	John Burns
Type of Work	Exc	Waterproofing	Excavation	Concrete	Electrical
Subcontract Price	\$746,063	\$71,500	\$420,431	\$13,200	\$4,514,112
Amount Uncompleted	\$594,279	\$71,500	\$141,004	\$13,200	\$4,180,453
Subcontractor	Fence Co.	TJL	Hayward Baker	Romero	GFS
Type of Work	Fence	Excavation	Retention	Steel	Fence
Subcontract Price	\$93,805	\$2,517,319	\$1,220,350	\$72,000	\$789,350
Amount Uncompleted	(\$1,052)	\$1,220,268	\$95,795	\$72,000	\$789,350
Subcontractor	Breezy Hill	AMS	Hard Rock	M Cannon	Cleveland Marble
Type of Work	Landscape	Dirt	Saw Cutting	Roofing	Precast - Mason
Subcontract Price	\$531,063	\$18,603	\$17,800	\$7,200	\$599,650
Amount Uncompleted	\$403,319	\$0		\$7,200	\$456,615
Subcontractor	Homer	Natural Creation	Railworks	Nikolas	Schmidt
Type of Work	Tree Service	Landscape	Trackwork	Paint	Brick paver
Subcontract Price	\$11,202	\$507,576	\$552,000	\$8,500	\$363,025
Amount Uncompleted	\$1,336	\$473,986	\$100,000	\$8,500	\$291,025
Subcontractor	C R Smidt	Marking Spec	Scurto	Gammie	Garth Ceisel
Type of Work	Brick Paving	Stripping	Concrete	Plumbing	masonry
Subcontract Price	\$235,353	\$13,329	\$694,905	\$39,000	\$346,025
Amount Uncompleted	\$211,290	\$13,329	\$308,670	\$38,162	\$346,025
Subcontractor	Nikolas	Edward Gillen	Atlantic	Edwards	Highway Safety
Type of Work	Paint	Pilling	Paint	HVAC	Traffic Control
Subcontract Price	\$13,261	\$687,600	\$386,000	\$1,955,000	\$167,806
Amount Uncompleted	\$13,261	\$44,848	\$220,000	\$1,876,558	\$60,521
Subcontractor	Tough Cuts	Highway Safety	Western Remac	Broadway	All Sealant
Type of Work	Sawing	Traffic Control	Signage	Electrical	Sealant
Subcontract Price	\$43,306	\$57,908	\$210,000	\$396,000	\$74,992
Amount Uncompleted	\$23,150	\$16,462	\$170,875	\$396,000	\$58,641
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$2,831,804	\$3,636,933	\$13,993,383	\$478,100	\$5,620,068
Amount Uncompleted	\$2,081,804	\$494,182	\$7,283,098	\$312,475	\$2,964,421
Total Uncompleted	\$3,660,597	\$2,352,290	\$8,324,670	\$2,826,095	\$9,312,946

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

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

	30	31	32	33	34
Subcontractor		T & D Exc.			Midwest Fence
Type of Work		Excavating			Fence
Subcontract Price		\$707,669			\$19,433
Amount Uncompleted		\$181,500			
Subcontractor		Troch McNeil Paving			Omega
Type of Work		Asphalt			Demolition
Subcontract Price		\$537,690			\$1,215,738
Amount Uncompleted		\$535,000			\$1,991
Subcontractor		NorthStar dba			John Burns
Type of Work		Utility			Electrial
Subcontract Price		\$281,230			\$2,149,026
Amount Uncompleted		\$270,000			\$156,472
Subcontractor		Acorn Fence			Traffic Control & P
Type of Work		Fence			Traffic control
Subcontract Price		\$18,030			\$94,322
Amount Uncompleted		\$0			\$0
Subcontractor		Arlington Glass			Pine
Type of Work		Storefront			Waterproofing
Subcontract Price		\$24,478			\$133,897
Amount Uncompleted		\$0			\$6,497
Subcontractor		Atrium			Mega
Type of Work		Landscape			Rebar
Subcontract Price		\$181,600			\$228,151
Amount Uncompleted		\$181,600			\$0
Subcontractor		Vixen			White Way
Type of Work		Curb and Gutter			Sign
Subcontract Price		\$405,779			\$24,590
Amount Uncompleted		\$228,000			\$0
Subcontractor		Jin			Kapur
Type of Work		Electrical			Survey
Subcontract Price		\$190,480			\$52,794
Amount Uncompleted		\$52,458			\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$11,986,902	\$2,715,000	\$12,931,544	\$50,457,672	\$4,507,970
Amount Uncompleted	\$11,986,902	\$165,123	\$12,931,544	\$50,457,672	\$165,320
Total Uncompleted	\$11,986,902	\$1,613,681	\$12,931,544	\$50,457,672	\$330,280

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**PART I. WORK UNDER CONTRACT**

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	35	36	37	38	39
Contract Number	Improvements to Ba	Public Safety Fac.	Haas Park	Jardine Water Purif	Back of Yard Site
Contract With	MWRDof GC	GSA	PBC	CDO	PBC
Estimated Completion Date	March 2012		Sept 30, 2011	January 2008	June 3, 2011
Total Contract Price	\$20,595,333	\$2,858,170	\$4,452,000	\$16,176,605	\$4,550,000
Uncompleted Dollar value if Firm is the Prime Contractor	\$2,496,674	\$2,858,170	\$924,304	\$598,509	\$920,486
Uncompleted Dollar value if Firm is the Subcontractor					

Joint Venture Portion

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$819,019	\$428,000	\$236,250	\$597,268	\$255,000
Totals	\$819,019	\$428,000	\$236,250	\$597,268	\$255,000

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

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

	35	36	37	38	39
Subcontractor	Il in One		Technica	Technica	Consultant
Type of Work	Process Plates		Abatement	Abatement	V 3
Subcontract Price	\$3,614,728		\$124,265	\$48,060	\$5,200
Amount Uncompleted	\$0		\$19,377	\$0	
Subcontractor	Composite St		Pan American	Naturescape	Calcon
Type of Work	Steel		Concrete	Landscape	Site Pre
Subcontract Price	\$324,674		\$146,400	\$66,700	\$3,292,180
Amount Uncompleted	\$33,161		\$23,140	\$0	\$210,228
Subcontractor	Wolf		Aspen	Cabo Const	
Type of Work	Mechanical		Plumbing	Sewer	
Subcontract Price	\$325,079		\$190,902	\$1,567,730	
Amount Uncompleted	\$823		\$54,075	\$0	
Subcontractor	Crown		Jaymor Elec	National Restoration	
Type of Work	Paint		Electrical	Conc Restoration	
Subcontract Price	\$51,728		\$326,000	\$712,771	
Amount Uncompleted			\$93,290	\$0	
Subcontractor	Gammie		Hardford	Weis	
Type of Work	Plumbing		Sewer	Masonry	
Subcontract Price	\$17,370		\$150,000	\$715,000	
Amount Uncompleted	\$0		\$65,880	\$0	
Subcontractor	Just Rite		Fence Master	Midwest Fence	
Type of Work	Ceiling		Fence	Fence	
Subcontract Price	\$5,200		\$35,535	\$153,131	
Amount Uncompleted			\$31,000	\$0	
Subcontractor	MTH		Atrium	A Green	
Type of Work	Steel		Landscape	Plumbing	
Subcontract Price	\$81,851		\$47,200	\$21,000	
Amount Uncompleted	\$0		\$41,050	\$0	
Subcontractor	Spectrum		Jade	Divane	
Type of Work	Masonry		Carpentry	Electrical	
Subcontract Price	\$773,773		\$123,200	\$3,547,869	
Amount Uncompleted	\$731,850		\$39,390	\$1,241	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$12,128,227	\$2,430,170	\$2,190,165	\$3,782,266	\$3,275,000
Amount Uncompleted	\$911,821	\$2,430,170	\$320,852		\$455,258
Total Uncompleted	\$1,677,655	\$2,430,170	\$688,054	\$1,241	\$665,486

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	40	41	42	43	44
Contract Number	Hydraulic Improver	Calumet Sludge	SB I-94,I-07-5226	Brown Line - 4 Stat	Primary Stl Tanks
Contract With	MWRD of GC	MWRD of GC	ISTHA	CTA	MWRD of GC
Estimated Completion Date	March 2010	Aug. 4, 2012	Nov. 21, 2008	November 2009	November 2012
Total Contract Price	\$62,989,611	\$5,072,127	\$32,932,708	\$68,616,317	\$139,489,396
Uncompleted Dollar Value if Firm is the Prime Contractor	\$220,635	\$356,750	\$603,910	\$350,437	\$5,870,040
Uncompleted Dollar Value if Firm is the Subcontractor					

Joint Venture Portion

Joint Venture Portion

Joint Venture Portion

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction		\$99,936			
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$0	\$99,936	\$0	\$0	\$0

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

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

	40	41	42	43	44
Subcontractor	Hayward Baker	Midwest Power	Kapur	All American Sol.	Chidester
Type of Work	Retention	Vac um	Survey	Exterior	Excavation
Subcontract Price	\$1,553,307	\$13,126	\$220,000	\$1,256,077	\$3,938,404
Amount Uncompleted	\$0		\$0	\$0	\$51,810
Subcontractor	Chidester	American	Hecker	Mid Amerian El	Civil
Type of Work	Excavation	Restoration	Electrical	Elevator	Utilities
Subcontract Price	\$492,346	\$159,639	\$974,786	\$1,873,072	\$9,056,355
Amount Uncompleted	\$0	\$19,530	\$0	\$0	\$88,168
Subcontractor	Keefe	MA Steel	Illini Fence	Robert Env.	Bigane
Type of Work	Pipe Jacking	Rebar	Fence	HVAC	Asphalt Paving
Subcontract Price	\$96,772	\$121,878	\$12,385	\$364,268	\$124,182
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0
Subcontractor	Civil	Don Stoltzner	GF Structures	Commonwealth	Industrial Fence
Type of Work	Underground	Masonry	Guard Rail	DownSpouts	Fence
Subcontract Price	\$3,009,685	\$13,508	\$311,188	\$447,245	\$200,679
Amount Uncompleted		\$0	\$0	\$0	\$36,033
Subcontractor	M A Steel	K and K Iron	Laredo Systems	Arc	F & B
Type of Work	Rebar	Steel	Landscaping	Sewer	Masonry
Subcontract Price	\$2,410,831	\$42,696	\$458,988	\$437,246	\$3,421,749
Amount Uncompleted	\$0	\$13,860	\$0	\$0	\$4,006
Subcontractor	Sanchez	A-1 Roofing	Western Remac,	Lake Shore Glas	Lake Shore Glas
Type of Work	Paving	Roofing	Signage	Glass	Glass
Subcontract Price	\$122,476	\$11,046	\$104,313	\$610,077	\$252,970
Amount Uncompleted	\$0	\$0	\$0	\$0	\$1,368
Subcontractor	Knickerbocker	Anagnos Door	Roadsafe Traffic	Just Rite	Anagnos Door
Type of Work	Roofing	Door	Traffic Control	Ceiling	O H Doors
Subcontract Price	\$363,630	\$6,847	\$570,606	\$100,000	\$95,858
Amount Uncompleted		\$0	\$0	\$0	\$0
Subcontractor	Sager	Atlantic	Area	Onscape	A & C Electric
Type of Work	Caulk	Paint	Erection	Landscape	Electrical
Subcontract Price	\$7,574	\$172,791	\$194,496	\$260,147	\$624,715
Amount Uncompleted	\$0	\$18,591	\$0	\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Miscellaneous
Subcontract Price	\$44,087,290	\$3,747,600	\$15,853,807	\$45,266,520	\$81,394,439
Amount Uncompleted	\$220,635	\$204,833	\$603,910	\$350,437	\$5,688,655
Total Uncompleted	\$220,635	\$256,814	\$603,910	\$350,437	\$5,870,040

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



**Illinois Department of Transportation**

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

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

**PART I. WORK UNDER CONTRACT**

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

	45	46	47	48	49
Contract Number	Dunning Library	West Line Retainin	Con. No. 70757	Wacker D. E-9-126	SWA Con No.1515
Contract With	PBC	Metra	IDOT	CDOT	PBC
Estimated Completion Date	Jan 22, 2011	Dec 10, 2010	Dec. 31, 2011	May 25, 2012	March 2012
Total Contract Price	\$4,390,000	\$1,722,000	\$26,925,163	\$51,573,321	\$62,452,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$187,787	\$36,439	\$6,411,601	\$28,665,821	\$38,156,778
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

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

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

Earthwork				\$197,897	
Portland Cement Concrete Paving				\$380,363	
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces				\$271,688	
Hwy, R.R. & Wtrwy Strcts			\$962,640	\$8,078,175	
Drainage				\$8,279,425	
Electrical					
Cover and Seal Coats					
Concrete Construction			\$116,100		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					\$6,325,252
Totals	\$0	\$0	\$1,078,740	\$17,207,547	\$6,325,252

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

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

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

	45	46	47	48	49
Subcontractor	Fence Master	Atrium	GFS	Omega	Acorn Fence
Type of Work	Fence	Landscape	Fence	Demolition	Fence
Subcontract Price	\$3,125	\$11,776	\$874,390	\$896,395	\$5,000
Amount Uncompleted		\$0	\$308,420	\$251,496	
Subcontractor	Quality	Western	Central	American	Gillen
Type of Work	Excavating	Elec	Landscape	Concrete Restorati	Retention
Subcontract Price	\$100,908	\$60,000	\$109,064	\$110,255	\$226,875
Amount Uncompleted		\$0	\$86,034	\$21,000	\$0
Subcontractor	Troch McNeil Pg	Bridgeport	Clean Cut	Commonwealth	T & D
Type of Work	Asphalt	Steel	Tree Removal	Downspouts	Excavation
Subcontract Price	\$14,000	\$76,300	\$12,960	\$130,550	\$2,707,433
Amount Uncompleted		\$0	\$0	\$65,275	\$221,767
Subcontractor	Tortorello	Midwest	Bodine Elec	Sievert Elc	Degrift
Type of Work	Sprinkler	Fence	Electrical	Hoist	Concrete
Subcontract Price	\$15,500	\$2,432	\$1,095,788	\$46,130	\$4,812,194
Amount Uncompleted	\$2,325	\$0	\$894,368	\$6,300	\$1,042,254
Subcontractor	Atrium	Metropolitan	All State Paint	Aldridge Elc	Anagnos
Type of Work	Landscape	Steel	Paint	Electrical	Overhead Doors
Subcontract Price	\$305,000	\$74,100	\$318,756	\$3,915,718	\$101,000
Amount Uncompleted	\$3,846	\$0	\$50,223	\$2,495,806	\$90,900
Subcontractor	StressCore	Amerian	Road Safe	Western	Q C Enterprises
Type of Work	precast	Restoration	Traffic Control	Utility	Flooring
Subcontract Price	\$72,041	\$171,177	\$675,462	\$615,141	\$210,000
Amount Uncompleted		\$0	\$342,144	\$30,953	\$210,000
Subcontractor	Eagle	Crown	Old Chicago	Industrial Fence	Floors Inc
Type of Work	Site Concrete	Paint	Rebar Erection	Fence	Flooring
Subcontract Price	\$135,500	\$4,500	\$297,729	\$335,729	\$193,000
Amount Uncompleted		\$0	\$43,372	\$285,175	\$193,000
Subcontractor	All Masonry	Hartford & sone	Ray Edwards	Fence Con.	Mr Davids
Type of Work	Masonry	Utility	Underground	Fence	Flooring
Subcontract Price	\$260,942	\$5,802	\$165,175	\$104,797	\$135,000
Amount Uncompleted			\$42,225	\$104,797	\$135,000
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$2,834,275	\$715,456	\$9,596,549	\$11,939,955	\$43,778,735
Amount Uncompleted	\$181,616	\$36,439	\$3,566,075	\$8,197,472	\$29,938,605
Total Uncompleted	\$187,787	\$36,439	\$5,332,861	\$11,458,274	\$31,831,526

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



# Illinois Department of Transportation

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

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

## PART I. WORK UNDER CONTRACT

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

	50	51	52	Pending	54
Contract Number	Charles Colton S	Roseland & SWPS	EDS Facility	Aspira Business Sc	Glass Block Replac
Contract With	LAUSD	CDOW	United Airlines	Aspira	CDOW
Estimated Completion Date	Sept 2012	June 30, 2013	January 2012	January 2013	Oct 2011
Total Contract Price	\$26,173,000	\$5,561,000	\$3,385,000	\$18,000,000	\$399,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$22,751,489	\$5,477,815	\$3,385,000	\$18,000,000	\$399,000
Uncompleted Dollar Value if Firm is the Subcontractor					
<b>Total Value of All Work</b>					

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$1,977,510	\$1,755,050		\$2,700,000	\$75,000
<b>Totals</b>	<b>\$1,977,510</b>	<b>\$1,755,050</b>	<b>\$0</b>	<b>\$2,700,000</b>	<b>\$75,000</b>

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

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

	50	51	52	Pending	54
Subcontractor	New Orleans Glass	Angel			MJC
Type of Work	curtain Wall	Abatement			Demolition
Subcontract Price	\$2,715,125	\$57,700			\$25,000
Amount Uncompleted	\$2,715,125	\$57,700			\$25,000
Subcontractor	Southern Stucco	Beverly			Great Lakes
Type of Work	Stucco	Asphalt			Misc M
Subcontract Price	\$77,000	\$3,500			\$17,500
Amount Uncompleted	\$77,000	\$3,500			\$17,500
Subcontractor	Capital Stone	Winkler			Stuart Dean
Type of Work	Stone Work	Tree Service			Plumber
Subcontract Price	\$314,311	\$1,400			\$4,000
Amount Uncompleted	\$314,311				\$4,000
Subcontractor	American Tile	Piganato			Kramer Davis
Type of Work	Tile	Masonry			Sealant
Subcontract Price	\$225,000	\$63,000			\$1,600
Amount Uncompleted	\$225,000	\$63,000			\$1,600
Subcontractor	Glacier	Waukegan			Underland
Type of Work	Painting	Steel			Glass
Subcontract Price	\$310,000	\$205,000			\$100,000
Amount Uncompleted	\$310,000	\$205,000			\$100,000
Subcontractor	Schindler	Knickerbocker			Nikolas
Type of Work	Elevator	Roof			Paint
Subcontract Price	\$113,850	\$3,350			\$7,000
Amount Uncompleted	\$113,850	\$3,350			\$7,000
Subcontractor	CRR Fire Protectio	ASC			F and B
Type of Work	Fire Protection	Insulation			Masonry
Subcontract Price	\$249,260	\$4,500			\$96,000
Amount Uncompleted	\$249,260	\$4,500			\$96,000
Subcontractor	Baker	All Sealant			
Type of Work	Pile	Caulking			
Subcontract Price	\$190,000	\$2,450			
Amount Uncompleted	\$56,512	\$2,450			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$19,705,454	\$3,466,450	\$3,385,000	\$15,300,000	\$147,900
Amount Uncompleted	\$16,712,921	\$3,383,265	\$3,385,000	\$15,300,000	\$72,900
Total Uncompleted	\$20,773,979	\$3,722,765	\$3,385,000	\$15,300,000	\$324,000

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





# Illinois Department of Transportation

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

**Affidavit of Availability**  
For Letting of November 18, 2011

form by either typing or using black ink. "Authorization to Bid" will not be issued

unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

## PART I. WORK UNDER CONTRACT

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

	55	56	57	58	59
Contract Number	2005-ENH-001B	2005-ENH-014B	1004C01 SB 10364	I-294 Rehab	DuSable Campus
Contract With	City of N O	City of N O	Acension Parish	Tollway	PBC
Estimated Completion Date	June 2011	September 2011	August 2011	Nov 2011	August 21, 2012
Total Contract Price	\$1,755,000	\$340,000	\$2,925,000	\$1,568,531	\$22,540,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,755,000	\$340,000	\$838,039	\$1,262,232	\$14,575,012
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs				\$690,930	
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$236,000	\$103,000	\$72,662		\$4,674,670
Totals	\$236,000	\$103,000	\$72,662	\$690,930	\$4,674,670

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

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

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

	55	56	57	58	59
Subcontractor	Arch Signage	Traffic Solutions	Auger Service	Surprep	Angel
Type of Work	Signs	Traffic control	Drilling	Sandblast	Abatement
Subcontract Price	\$7,000	\$1,000	\$40,000	\$14,824	\$500,000
Amount Uncompleted	\$7,000	\$1,000	\$40,000	\$14,824	\$384,002
Subcontractor	Traffic Solution	Chris'	Superior Steel	Amercian	Dupage
Type of Work	Traffic Control	Asphalt	Steel	Concrete Restorati	Dirt
Subcontract Price	\$2,000	\$13,769	\$19,544	\$220,609	\$65,000
Amount Uncompleted	\$2,000	\$13,769	\$0	\$220,609	\$65,000
Subcontractor	Boes Iron	Bayou Tree Ser.	Roof Solutions	Midwest	The Fence Store
Type of Work	Iron work	Tree Service	Roofing	Fence	Fence
Subcontract Price	\$3,677	\$20,500	\$25,119	\$40,200	\$23,900
Amount Uncompleted	\$3,677	\$20,500	\$5,619	\$35,100	\$23,900
Subcontractor	Chris'	Iron Smith	Omega	Crown	MBB
Type of Work	Asphalt	Ironwork	Demo	Paint	Masonry
Subcontract Price	\$22,826	\$6,956	\$21,543	\$53,884	\$3,882,082
Amount Uncompleted	\$22,826	\$6,956	\$7,000	\$53,884	\$151,383
Subcontractor	Wagner Dirt	Gable Signage	All Service	Work Zone Safety	F and B
Type of Work	Excavation	Sign	Plumbing	Traffic Control	Masonry
Subcontract Price	\$125,782	\$29,888	\$127,480	\$65,282	\$5,041,600
Amount Uncompleted	\$125,782	\$29,888	\$26,842	\$48,032	\$867,309
Subcontractor	River City Termo	Strategic Planning	Dykes	S & J	Composite
Type of Work	Stripping		Electrical	Ironwork	Steel
Subcontract Price	\$7,980	\$120,000	\$699,187	\$30,850	\$333,025
Amount Uncompleted	\$7,980	\$120,000	\$113,921	\$22,950	\$333,025
Subcontractor	Frischhertz Elec		Forrest Scott Fence	K Five	Cobra
Type of Work	Electrical		Fence	Asphalt	Drywall
Subcontract Price	\$799,810		\$32,500	\$11,613	\$68,384
Amount Uncompleted	\$799,810		\$32,500	\$0	\$68,384
Subcontractor					Mr. Davids
Type of Work					Flooring
Subcontract Price					\$13,900
Amount Uncompleted					\$13,900
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$549,925	\$44,887	\$1,773,314	\$278,269	\$12,612,109
Amount Uncompleted	\$549,925	\$44,887	\$539,495	\$175,903	\$7,993,439
Total Uncompleted	\$1,519,000	\$237,000	\$765,377	\$571,302	\$9,900,342

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



# Illinois Department of Transportation

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

form by either typing or using black ink. "Authorization to Bid" will not be issued

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	60	Pending	62	63	64
Contract Number	Lane Tech Stadium	T-1 Holding	EDS Baggage		
Contract With	CPS	CDOA	United		
Estimated Completion Date	Feb 22, 2012	July 2012	September 15, 2012		
Total Contract Price	\$2,655,000	\$2,285,000	\$3,385,500		
Uncompleted Dollar Value if Firm is the Prime Contractor	\$900,359	\$2,285,000	\$3,385,500	\$0	\$0
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</b>		

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$213,115				
<b>Totals</b>	<b>\$213,115</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

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

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

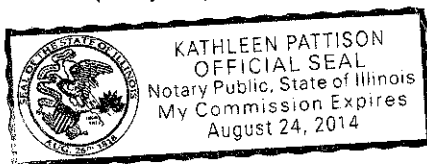
	60	Pending	62	63	64
Subcontractor	Bofo				
Type of Work	Waterproofing				
Subcontract Price	\$9,600				
Amount Uncompleted	\$9,600				
Subcontractor	Angel				
Type of Work	Abatement				
Subcontract Price	\$202,843				
Amount Uncompleted	\$7,843				
Subcontractor	BSB				
Type of Work	Excavation				
Subcontract Price	\$393,407				
Amount Uncompleted	\$90,019				
Subcontractor	Industrial Fence				
Type of Work	Fence				
Subcontract Price	\$221,205				
Amount Uncompleted	\$167,755				
Subcontractor	Atrium				
Type of Work	Landscape				
Subcontract Price	\$9,500				
Amount Uncompleted	\$9,500				
Subcontractor	McCann				
Type of Work	Lawn sprinklers				
Subcontract Price	\$11,304				
Amount Uncompleted	\$11,304				
Subcontractor	Larmco				
Type of Work	Masonry				
Subcontract Price	\$45,000				
Amount Uncompleted	\$2,600				
Subcontractor	Composite				
Type of Work	Steel				
Subcontract Price	\$30,000				
Amount Uncompleted	\$10,500				
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$378,123	\$2,285,000	\$3,385,500		
Amount Uncompleted	\$378,123	\$2,285,000	\$3,385,500		
Total Uncompleted	\$687,244	\$2,285,000	\$3,385,500	\$0	\$0

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

Subscribed and sworn to before me  
this 24 day of October, 2011

*Kathleen Pattison*  
Notary Public  
My commission expires: 8-24-14

(Notary Seal)



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

Signed *Robert F. Zitek*

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

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

BC 57 (Rev. 08/17/10)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

**C. Work Subcontracted to Others**

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>TOTAL Uncompleted</b>					

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

**ROSENBLUM PARK DEVELOPMENT**

**Affidavit of Uncompleted Work (continued)**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

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

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

Commission expires:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

**Statement Of Bidder's Qualifications**

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

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

Submitted By Robert F. Zitek

Title Authorized Agent & Sr. Vice President

Permanent Main Office Address 5515 N. East River Road, Chicago, Illinois 60656

Local Address Same

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

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

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

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



**F.H. Paschen, S.N. Nielsen  
PROJECTS COMPLETED – SIMILAR SCOPE**

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Gwendolyn Brooks College Preparatory Academy Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	BLDD Architects Inc. Brook Architects Inc.	\$34,855,000	April, 2010 July, 2011
Back of the Yards High School Site Preparation Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	STL Architects	\$4,550,000	January, 2011 June, 2011
New Brighton Park Elementary School	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	STR Partners, LLC 350 W. Ontario St., Suite 200 Chicago, IL 60610 United States 312-464-1444	\$22,989,000	March, 2009 June, 2010
New Dunning Branch Library Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Jackson/ Harlan	\$4,390,000	January, 2010 February, /2011
Eric Solorio Academy High School Chicago, IL	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	DeStefano + Partners John Ronan Architects	\$71,189,000	September, 2008 September, 2010
CPS Benito Juarez HS Addition And Renovation	Chicago Public Schools Tishman Construction 1 S. Wacker Drive, Suite 2300 Chicago, IL 60606 Owners Rep 312-577-2310	Architrave 450 E. Ohio St. Chicago, IL 60611 312-642-2600	\$24,056,599	March, 2008 February, 2010
UNO Veterans Memorial School (Renovation of Vacant Warehouse Building into Two Elementary Schools and One High School)	United Neighborhood Organization 954 W. Washington Blvd. Chicago, IL 60607 312-432-6301 Miguel d'Escoto	Urban Works 213 W. Institute Place Suite 710 Chicago, IL 60610 312-924-0201 Laura Raccis-Paradiso	\$44,700,000	March, 2007 June, 2009

**F.H. Paschen, S.N. Nielsen  
PROJECTS COMPLETED – SIMILAR SCOPE**

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Geo. W. Collins High School (Major Renovation of High School)	Partnership for Chicago Schools (CM) 125 S. Clark St. Chicago, IL 60603 73-553-3138 Robert Kinter	KJWW Engineer Consultants 623 26 <sup>th</sup> Avenue Rock Island, IL 61201 309-788-0673	\$7,194,000	June, 2007 September, 2007
Irene C. Hernandez Middle School Chicago, Illinois	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	GREC Architects 401 E. Illinois Chicago, IL 60611 312-661-1500 Elisabeth Frigoso Wight & Co. 2500 N. Frontage Rd. Darien, IL 60561 630-969-7000	\$29,390,000	March, 2008 July, 2009
9 <sup>th</sup> District Police Station and Parking Structure	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Elisabeth Frigoso Wight & Co. 2500 N. Frontage Rd. Darien, IL 60561 630-969-7000	\$28,77,000	May 2007, December 2008
Gale Community Center Chicago, Illinois Job No. 2011	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	Perkins & Will 330 N. Wabash Chicago, IL 60611 312-755-0770	\$5,964,000	March, 2006 March, 2008
Terminal 1 – Canopy / Terminal 2 – Interiors & Baggage Claim Escalators Chicago, Illinois Job No. 2017	Chicago Department of Aviation 11601 W. Touhy Ave. Chicago, IL 60666 Robert Dawson 773-686-3060	Murphy / Jahn (T1) 35 E. Wacker Dr. Chicago, IL 60601 Thomas Chambers 312-427-7300	\$75,900,000	September, 2005 February, 2008
		Teng & Associates (T2) 205 N. Michigan Ave. Chicago, IL 60601 Joe Hoerner 312-616-0000		

**F.H. Paschen, S.N. Nielsen  
PROJECTS COMPLETED – SIMILAR SCOPE**

Name of Project	Owner	Architect	Contract Amount	Start Date / Completion Date
Midway Airport Elevated Parking Structure Chicago, Illinois Job No. 2003	Chicago Department of Aviation P.O. Box 66147 Chicago, IL 60666 Larry Pianto 773-894-5404	HNTB Architects Engineers Planners 111 N. Canal St. Chicago, IL 60606 Richard Vaiculis 312-930-9119	\$67,140,000	April, 2004 November 13, 2005
New Branch Bank – 47 <sup>th</sup> & Ashland Ave. Chicago, Illinois Job No. 2018	Cole Taylor Bank 9550 W. Higgins Rd. Rosemont, IL 60018 Thomas Paar 847-653-7400	Hague Architecture 1146 Westgate St. Oak Park, IL 60301 Jon Hague 708-660-9550	\$2,250,608	April 1, 2005 October 31, 2005
Helge Haugan Middle School Chicago, Illinois Job No. 2011	Public Building Commission 50 S. Washington St. Chicago, IL 60602 312-744-9430	STL 808 N. Dearborn Chicago, IL 60610 J. James Mo 312-644-9850	\$16,000,000	March, 2004 August, 2005
West Pullman Library Chicago, Illinois Job No. 2007	Public Building Commission 50 W. Washington, Suite 200 Chicago, IL 60602 David Lai 312-744-9268	Parkman & Weston Associates 53 W. Jackson St. Chicago, IL 60604 Larry Parkman 312-939-7870	\$4,237,000	September, 2003 January, 2005

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1541  
ROSENBLUM PARK DEVELOPMENT

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name \_\_\_\_\_
- (b) State and City in which incorporated \_\_\_\_\_
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois  
\_\_\_\_\_

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

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

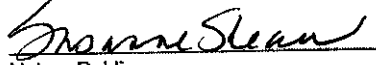
- (a) Firm Name F.H. Paschen, S.N. Nielson & Associates LLC
- (b) Official Address 5515 N. East River Road, Chicago, Illinois 60656
- (c) Names of all Partners: See Attached

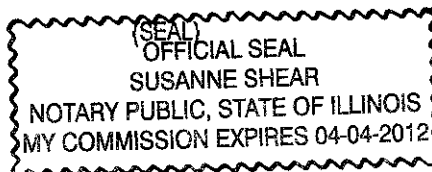
If submitted by an individual:

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

  
\_\_\_\_\_  
Signature of Affiant  
Robert F. Zitek, Authorized Agent & Sr. Vice President

Subscribed and sworn to before me this 6th day of March 2012

  
\_\_\_\_\_  
Notary Public  
My Commission expires: April 4, 2012



**F.H. Paschen, S.N. Nielsen & Associates, LLC**  
**Investor Members**

<b>Name</b>	<b>Address</b>
Frank H. Paschen	5515 N. East River Road, Chicago, IL 60656 773-444-3474
William M. Barkowski	5515 N. East River Road, Chicago, IL 60656 773-444-3474
James V. Blair	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Frank H. Paschen III	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Joseph V. Scarpelli	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Robert F. Zitek	5515 N. East River Road, Chicago, IL 60656 773-444-3474

1-Mar-12

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

**ROSENBLUM PARK DEVELOPMENT**

**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 low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: Contract No. 1541 - Rosenblum Park Development  
Description of goods or services to be provided under Contract  
General Construction  
\_\_\_\_\_
2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Truck King Hauling Contractors	4722 S. Spaulding, Chicago, IL	Sub-Contractor (MBE)	\$196,650 (Estimated)
Horizon Contractors, Inc.	1355 W. Fulton, Chicago, IL	Sub-Contractor (MBE)	\$261,300 (Estimated)
Viridian Enterprises, Inc.	4015 N. Rockwell, Chicago, IL	Sub-Contractor (MBE)	\$315,550 (Estimated)
Atrium, Inc.	17113 Davey Rd., Chicago, IL	Sub-Contractor (WBE)	\$132,400 (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.

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.

Robert F. Zitek  
Signature

March 7, 2012  
Date

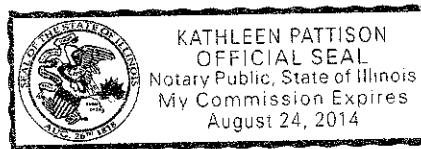
Robert F. Zitek  
Name (Type or Print)

Authorized Agent & Sr. Vice President  
Title

Subscribed and sworn to before me  
this 7th day of March, 2012

(SEAL)

Kathleen Pattison  
Notary Public



Commission expires: August 24, 2012

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

**PERFORMANCE AND PAYMENT BOND**

Contract No. 1541

Bond No. 929546299

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

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a corporation organized and existing under the laws of the State of Illinois, with offices in the State of \*Illinois \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Three Million One Hundred Eighty-Three Thousand Dollars and No Cents (\$3,183,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated March 9, 2012, for the fabrication, delivery, performance and installation of

Rosenblum Park Development  
1911 East 75<sup>th</sup> Street, Chicago, IL  
Park Development & Expansion  
Project# 05410

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. 1541

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 Million One Hundred Eighty-Three Thousand Dollars and No Cents (\$3,183,000.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1541

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this March 12, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

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

\_\_\_\_\_  
Business Address \_\_\_\_\_ (Seal)  
Individual Principal

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

CORPORATE SEAL

ATTEST:

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

BY Jeanette T. Charon  
Secretary - Jeanette T. Charon  
Title

BY James V. Blair  
President - James V. Blair  
Title

5515 North East River Road  
Chicago, IL 60656

Continental Casualty Company  
Corporate Surety

BY Adrienne C. Stevenson  
540 W. Madison Street; Suite 1200  
Chicago, Illinois 60661; 312-627-6772  
Business Address & Telephone

Adrienne C. Stevenson, Attorney-in-Fact  
Title  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Andrea Warning

Business Address: CNA Surety; 333 S. Wabash Avenue; 41st Floor; Chicago, Illinois 60604

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

The rate of premium of this Bond is \$ Various per thousand. \*\*  
Total amount of premium charged is \$ \$20,188.00 \*\*

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1541

**BOND APPROVAL**

BY

Secretary,

Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Jeanette T. Charon, certify that I am the \_\_\_\_\_ Secretary of F.H. Paschen, SN Nielsen & Associates, LLC, corporation named as Principal in the foregoing performance and payment bond, that James V. Blair who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 12th day of March 2012.

CORPORATE SEAL

Jeanette T. Charon  
Jeanette T. Charon, Secretary

STATE OF ILLINOIS  
COUNTY OF COOK

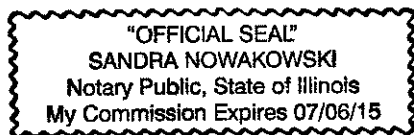
I, Sandra Nowakowski, a notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,  
this 12<sup>th</sup> day of March A.D. 2012

Sandra Nowakowski  
Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, John K Johnson, Linh B Bucholtz, Beatriz Polito, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 27th day of December, 2010.



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

Jacquelyne M. Belcastro
Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of March, 2012



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

Mary A. Ribikawskis
Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

### **"Article IX—Execution of Documents**

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

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

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

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

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

### **"Article VI—Execution of Documents**

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

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

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

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

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

### **"Article VII—Execution of Documents**

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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ROSENBLUM PARK DEVELOPMENT

**Document Submittal Checklist**

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

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

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EXHIBIT #1

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

Cook County Prevailing Wage for February 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	12.61	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770



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PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILED RIVER	ALL	40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD	44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD	39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD	44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD	40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD	29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

**COOK COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given

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local may alter certain days of celebration. If in doubt, please check with IDOL.

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data

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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); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant;

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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 3/4 cu yd.) .

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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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 Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster;

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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; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

ROSENBLUM PARK DEVELOPMENT

**EXHIBIT #2 INSURANCE REQUIREMENTS**

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

**INSURANCE TO BE PROVIDED**

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

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the Chicago Park District, the City of Chicago and the Rise Group LLC as Additional Insured using the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

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

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

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

**4) Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution



## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1541

### ROSENBLUM PARK DEVELOPMENT

liability policy will provide coverage for sums that the Insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

#### 5) Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

#### 5) Builders Risk

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

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

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

**B. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1541

**ROSENBLUM PARK DEVELOPMENT**

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the 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.

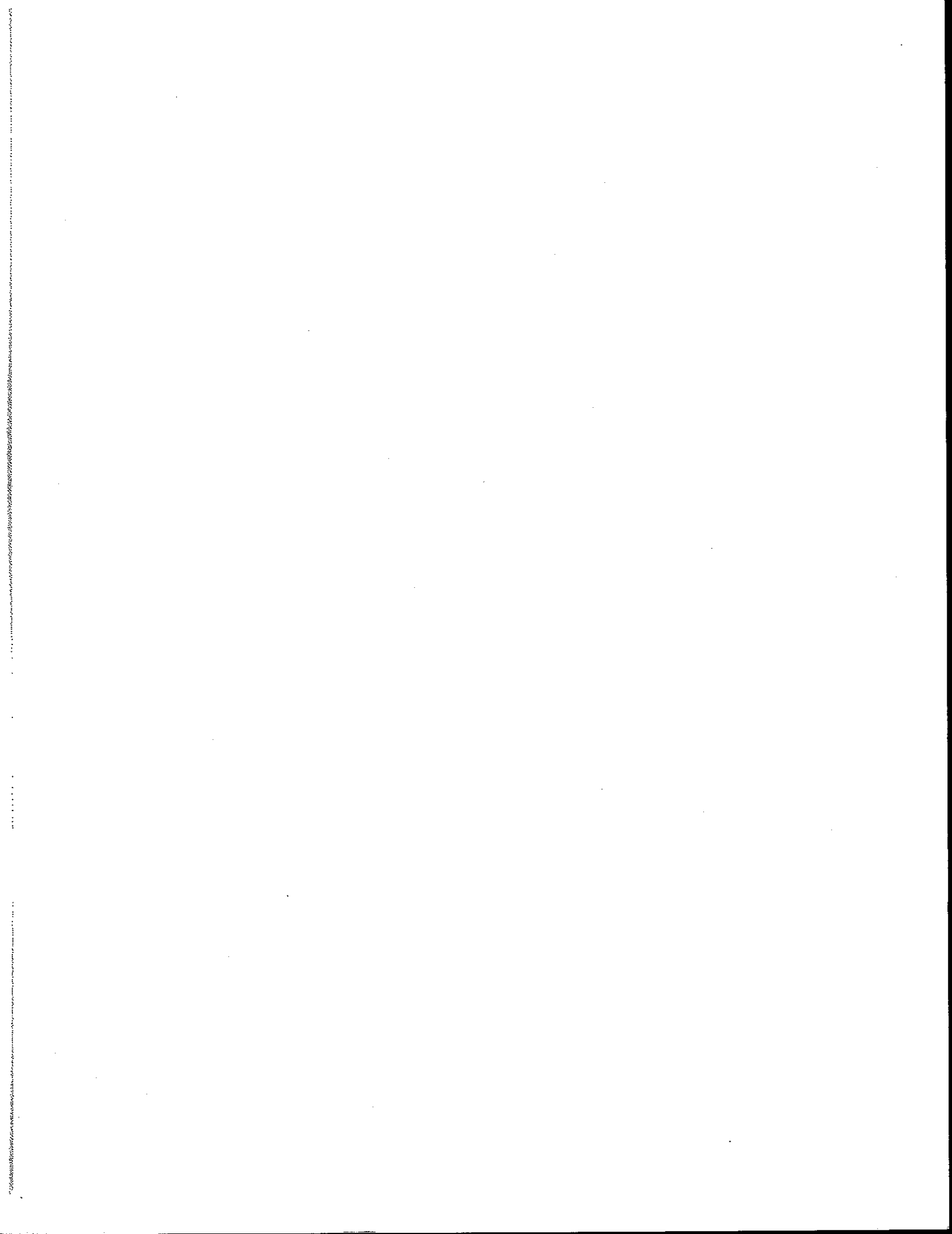
If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

Contractor must submit the following at the time of award:

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

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





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

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

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC.  
8725 WEST HIGGINS RD. SUITE 200  
O'HARE PLAZA  
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-8

FEE: \$ 2000

DATE ISSUED: 03/14/2011

DATE EXPIRES: 04/16/2012

**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

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: F.H. Paschen, Inc. S. N. Nielsen & Assoc., LLC  
 Address: 8725 W. Higgins Road  
Chicago, IL 60631  
 (CITY) (STATE) (ZIP)

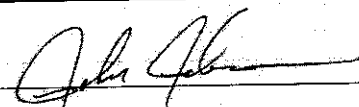
Specification#: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project#: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

Description of Operations/Location	Evidence of Insurance
------------------------------------	-----------------------

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or reduction in coverage involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the contract insured.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Premise Operations <input checked="" type="checkbox"/> Explosion/Collapse Underground <input checked="" type="checkbox"/> Products/Completed-Operations <input checked="" type="checkbox"/> Blanket Contractual <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution	Old Republic Insurance Company	B5DG96031102	10/01/2012	CSL Per Occurrence \$1,000 General Aggregate \$2,000 Products/Completed Operations Aggregate \$2,000
Automobile Liability	Old Republic Insurance Company	B5CA96031102	10/01/2012	CSL Per Occurrence \$1,000
<input type="checkbox"/> Excess Liability <input checked="" type="checkbox"/> Umbrella Liability	Illinois National Insurance Company	23102062	10/01/2012	Limit: \$25,000 Each Occurrence \$25,000
Workers' Compensation and Employer's Liability	Old Republic Insurance Company	B5DW96031102	10/01/2012	Statutory/Illinois Employers Liability \$1,000/1,000/\$1,000
Builders Risk/Course of Construction				Amount of Contract \$
Professional Liability				\$
Owner Contractors Protective				\$
Other: Excess Liability	Alterra America Ins.	MAXA3EC30000037	10/01/2012	Limit: \$25,000 Each Occurrence \$25,000

- a) Each insurance policy required by this agreement, excepting policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City of Chicago.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City of Chicago that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	Signature of Authorized Rep. 
Certificate Holder/Additional Insured	Agency/Company <u>Marsh USA, Inc.</u>
City of Chicago Department of Procurement Services 121 N. LaSalle, #403 Chicago, IL 60602	Address <u>500 W. Monroe, Chicago, IL 60661</u>
	Telephone <u>(312) 627-6000</u>

**FOR CITY USE ONLY**  
 NAME OF CITY DEPARTMENT REQUESTING CERTIFICATE: (USING DEPT.) \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 ATTENTION: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No):
057572-ALL-GAWUX-11-12	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Co	NAIC # 24147
	INSURER B: Illinois National Ins Co	23817
	INSURER C: Allterra America Insurance Company	21296
	INSURER D:	
INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bilski 5515 N. East River Road Chicago, IL 60656	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: CHI-004396920-01      REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG			B5DG96031102	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B5CA96031102	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB    CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			23102062	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N    N/A	B5DW96031102 (AOS) B5CW96031102 (WI)	10/01/2011 10/01/2011	10/01/2012 10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS LAYER LIABILITY			MAXA3EC30000037	10/01/2011	10/01/2012	Each Occurrence: 25,000,000 Aggregate: 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: JOB #: CONTRACT NO. 1541 ROSENBLUM PARK.  
PUBLIC BUILDING COMMISSION OF CHICAGO, THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, THE RISE GROUP LLC, AND THE CITY OF CHICAGO AND THEIR RESPECTIVE BOARD MEMBERS, EMPLOYEES, ELECTED OFFICIALS, OFFICERS, OR REPRESENTATIVES IS/ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  PUBLIC BUILDING COMMISSION RICHARD J. DALEY CENTER 50 WEST WASHINGTON ST. ROOM 200 CHICAGO, IL 60602	ok erylant 3/15/2012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
	Manashi Mukherjee	

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Scheers Commercial Lines HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>630-468-5600</b>		FAX (A/C, No): <b>630-468-5696</b>
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #:		
<b>INSURED</b> F.H. Paschen, S.N. Nielsen & Associates, LLC 5515 N. East River Road Chicago, IL 60656	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Indian Harbor Insurance Company</b>		<b>36940</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liab			PEC002922303	10/01/2011	10/01/2012	\$5,000,000	
A	Pollution Liab			PEC002922303	10/01/2011	10/01/2012	\$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Public Building Commission Richard J. Daley Center Attn: Procurement Department 50 West Washington St., Rm 200 Chicago, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ACORD™**

**EVIDENCE OF PROPERTY INSURANCE**

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY <b>HUB International 601 Oakmont Lane, Suite 400 Westmont, IL 60559</b>		PHONE (A/C, No, Ext): <b>630 468-5600</b>	COMPANY <b>Travelers Indemnity Company 190 South LaSalle Street 15th Floor Chicago, IL 60603-3410</b>	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: <b>69945</b>		LOAN NUMBER	POLICY NUMBER <b>QT6601588C684TIL11</b>	
INSURED <b>F.H. Paschen, S.N. Nielsen &amp; Associates, LLC 5515 N. East River Road Chicago, IL 60656</b>		EFFECTIVE DATE <b>10/01/11</b>	EXPIRATION DATE <b>10/01/12</b>	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
<b>Builders Risk</b>	<b>\$75,000,000</b>	<b>\$5,000</b>
<b>Leased &amp; Rented Equipment</b>	<b>\$1,500,000</b>	<b>\$2,500</b>
<b>Pre-existing Property Damage</b>	<b>\$1,000,000</b>	<b>\$5,000</b>

**REMARKS (Including Special Conditions)**

**CANCELLATION**

**10 Days for Non-Payment**

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 ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**ADDITIONAL INTEREST**

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