PUBLIC BUILDING COMMISSION OF CHICAGO

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

Chairman
RAHM EMANUEL
Mayor
City of Chicago

Executive Director
ERIN LAVIN CABONARGI

May 8, 2012

Gulzar Singh
Pan-Oceanic Engineering Company, Inc.
8501 West Higgins Road, Suite 630
Chicago, IL 60631

RE: **NOTICE OF AWARD**
Contract No. C1542
Type of Work: Site Development
Project : Ortiz de Dominguez Elementary School
Project # 05610

Dear Mr. Singh:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on May 8, 2012 the Commission awarded to your company Contract No.C1542 in the amount of $947,516.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than May 15, 2012, to the attention of Janice Meeks, Manager of Procurement.

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

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: A. Vaca, R. Giderof, G. Rappe, C. Kelly, G. Preuhs, T. Rusche, G. Hicks, J. McConnell

05610-03-08-11
NOA_PBC_JOM_C1542_20120508

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1542

PERFORMANCE AND PAYMENT BOND **Contract No. C1542**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, Pan Oceanic Engineering Company Inc., a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago , State of Illinois, as Corporate Principal, and

_____

_____

_____

a corporation organized and existing under the laws of the State of _____ , with offices in the State of * *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Nine Hundred Forty-Seven Thousand Five Hundred Sixteen Dollars and No Cents ($947,516.00) 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 May 8, 2012, for the fabrication, delivery, performance and installation of

Ortiz de Dominguez Elementary School Turf Field
Site Development
3000 South Lawndale Avenue, Chicago, IL
Project# 05610

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

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

from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations 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 Nine Hundred Forty-Seven Thousand Five Hundred Sixteen Dollars and No Cents ($947,516.00), 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.

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

WITNESS:

_____
Name

_____
Business Address

_____
City State

CORPORATE SEAL

ATTEST:

BY _____

Secretary _____,
Title

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

BY _____

_____
Business Address & Telephone

BY _____(Seal)
Individual Principal

_____(Seal)
Individual Principal

Pan Oceanic Engineering Co. Inc.
Corporate Principal

BY _____

President _____
Title

_____
Corporate Surety

_____
Title

CORPORATE SEAL

FOR CLAIMS *(Please Print)*:
Contact Name: _____

Business Address: _____

Telephone: _____ Fax: _____

The rate of premium of this Bond is $ _____ per thousand. **
Total amount of premium charged is $ _____ **

* 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. C1542

BOND APPROVAL

BY

_____

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____ Secretary of Pan Oceanic Engineering Company Inc., corporation named as Principal in the foregoing performance and payment bond, that _____ 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 ____day of ____ 2012.

CORPORATE SEAL

PERFORMANCE AND PAYMENT BOND **Contract No. C1542**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, Pan Oceanic Engineering Company Inc., a corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago , State of Illinois, as Corporate Principal, and

a corporation organized and existing under the laws of the State of _____ , with offices in the State of * *, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of Nine Hundred Forty-Seven Thousand Five Hundred Sixteen Dollars and No Cents ($947,516.00) 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 May 8, 2012, for the fabrication, delivery, performance and installation of

Ortiz de Dominguez Elementary School Turf Field
Site Development
3000 South Lawndale Avenue, Chicago, IL
Project# 05610

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

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

from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations 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 Nine Hundred Forty-Seven Thousand Five Hundred Sixteen Dollars and No Cents ($947,516.00), 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.

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

WITNESS:

_____
Name

_____
Business Address

_____
City State

BY _____ (Seal)
Individual Principal

_____ (Seal)
Individual Principal

CORPORATE SEAL

ATTEST:

BY _____

Secretary _____
Title

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

BY _____

_____
Business Address & Telephone

Pan Oceanic Engineering Co. Inc.
Corporate Principal

BY _____

President _____
Title

_____
Corporate Surety

_____
Title

CORPORATE SEAL

FOR CLAIMS *(Please Print)*:
Contact Name: _____

Business Address: _____

Telephone: _____ Fax: _____

The rate of premium of this Bond is $ _____ per thousand. **
Total amount of premium charged is $ _____ **

* 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.

BOND APPROVAL

BY

_____

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____ Secretary of Pan Oceanic Engineering Company Inc., corporation named as Principal in the foregoing performance and payment bond, that _____ 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 ____day of ____ 2012.

CORPORATE SEAL