orizinal

Contractor: Pacific Construction Services

Address: 33 W. Monroe, Suite 2100

City/State/Zip: Chicago, IL 60603

Phone Number: (312) 201-7300

Fax Number: (312) 201-7373

### TO BE EXECUTED IN DUPLICATE

## BOOK 2: PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS

**CONTRACT NO. 1335R** 

Department of Streets and Sanitation 4<sup>th</sup> Ward Yard 4352 S. Cottage Grove Avenue General Construction CS-083

### PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

Montel M. Gayles Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Standard Terms and Conditions for Construction Contracts" (with Community Hiring requirements) dated November 4, 2004 and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, plans, drawings, exhibits, and attachments as appropriate.

ADDENDUM NO. 1 TO CONTRACT NO. 1335R

4<sup>th</sup> Ward Yard Department of Streets and Sanitation 4352 S. Cottage Grove Avenue General Construction CS-083

DATE: Monday, May 16, 2005

## NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents. Insofar as the prior Contract Documents are inconsistent herewith, the changes mentioned hereinafter shall govern unless the original language takes precedence according to the Order of Precedence of Components of the Contract Documents.

Additional Information #1: The Public Building Commission of Chicago is requesting that all bidders submit the name of its surety company they intend to use for its performance and payment bond if awarded the contract for this Project. Please complete and submit the requested information below.

Surety Company Name:	Hartford	Insuranc	e A	ccident	and	Indemnity	Company
Location: 4245 Mridian	Parkway,	Aurora I	1 6	0566			<u></u>

Contract No. 1335R

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### **EXHIBITS**

1. Prevailing Wage Rate Sheet for Cook County

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### DOCUMENT SUBMITTAL CHECKLIST

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

1.		Contractor's Bid
2.		Bid Guarantee
3.		Administrative Fee
4.		Acceptance of the Bid
5.		Basis of Award (Award Criteria)
6.		Unit Prices
7.		Affidavit of Non-Collusion
3.		Schedule B - Affidavit of Joint Venture (if applicable)
€.		Schedule C - Letter of Intent from MBE/WBE, including current certification letter
10.		Schedule D - Affidavit of General Contractor Regarding MBE/WBE Participation
i 1.		Schedule E - Request for Waiver from MBE/WBE Participation
12.		Affidavit of Uncompleted Work
	Current	versions of the following documents must be on file with the Commission at the time of bid opening:
		Financial Statement
2.		Disclosure Affidavit
<b>}</b> .		Affidavit of Local Business, including business license
ŀ.		Statement of Bidder's Qualifications
	The	Contractor is required to submit the following within five (5) days of Notice of Award.
		Disclosure of Retained Parties (or within 5 business days of bid opening)

Contract No. 1335R

#### I. PROJECT INFORMATION

### A. General Project Information

The following specifications supplement Part IV. "Additional Documents to be Executed" and Part V. "Instructions to Bidders."

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

### Department of Streets and Sanitation 4<sup>th</sup> Ward Yard 4352 S. Cottage Grove Avenue General Construction CS-083

### 2. General Description of Scope of Work:

- a) As described in the specifications, construction of a single story 4,800 square foot facility. The building is designed with a 2,478 square foot office, washrooms and locker rooms and a 2,247 square foot 3 bay garage.
- 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. The Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
- 3. User Agency: City of Chicago Department of Streets and Sanitation
- 4. Commission's Representative's Name, Address, and Phone Number: Jerry McGleam, Department of General Services
- 5. Architect's Name, Address, and Phone Number: Muller & Muller Ltd., 700 North Sangamon, Chicago, IL 60622, (312) 432-4180
- 6. Commission's Project Manager: Glenn Shriver
- 7. Ward: 4th

- 8. City Funded?: Yes
- Do Bidders need to be Pre-Qualified? (see Part V.D. "Pre-Qualification of Bidders" for details): No

#### 10. Inspection of Site

In accordance with Section 3.03 "Site Conditions and Inspection," the Bidder is expected to inspect the Site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to any condition or situation that could have

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been discovered by inspection of the Site. Site inspection shall be arranged through Muller & Muller Ltd.

- 11. Documents Available from: Muller & Muller P.C. Ltd, 700 North Sangamon, Chicago IL 60622, Attn: Dana Hlubek or Susan Johnson (312) 432-4180. Cost for the first set is no-charge.
- 12. Pre-Bid Meeting Date, Time, and Location: Tuesday, May 17, 2005 at 10:00am in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- 13. Bid Opening Date and Time: Thursday, June 2, 2005 at 10:00am

14. Amount of Bid Deposit:

5% of bid amount

15. Administrative Fee:

\$5,000.00

16. Amount of Contingency Fund:

\$150,000.00

17. Document Deposit:

none

18. Cost for Additional Documents (per set):

\$140.00, non-refundable

19. Award of Contract

Attention is called to Part V.Z. "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.

20. MBE/WBE Contract Goals:

25% MBE and 5% WBE

21. **LEED Requirements:** By submitting a bid, the contractor acknowledges and agrees with LEED requirements for the project. Also, the contractor shall have a LEED Registered Professional as part of his management team.

### B. Time of Completion

The Work shall be completed within **Two Hundred Seventeen (217)** calendar days upon issuance of the Notice to Proceed. The work shall be performed in two phases.

Phase I: Mobilization & Permit: 14 calendar days

Phase II: Construction: 203 calendar days

#### C. Contingency Fund

Within the Contractor's Base Bid, a Contingency Fund shall be included in the amount specified above in Part I.A. for the exclusive use of the Commission at its sole discretion. Use of such funds shall require the written approval of the Executive Director. All unused portions of this Contingency Fund shall be returned to the Commission in the form of a deductive Change Order prior to Final Completion.

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### D. Time of Completion of Punch List Work

All final Punch List work shall be prosecuted expeditiously and completed, in total, within thirty (30) Days of the date of transmittal to the Contractor.

### E. Copies of Drawings and Specifications Furnished

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

### F. Liquidated Damages

- The Contractor and the Commission understand and mutually agree that the date to begin the Work, the time of completion of the Work, Contract Completion Date, and the time of completion of Punch List Work, all as specified in the Contract, hereunder are essential conditions of this Contract. It is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- 2. The Contractor agrees that said Work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. 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 shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of

Completion of the Work

\$1,000.00 per Day

Completion of Punch List Work

\$1,000.00 per Day

not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every Day that the Contractor shall be in default after time stipulated in the Contract for completing the Work and/or the Punch List Work.

- 3. The Commission may recover said liquidated damages by deducting the amount thereof 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. 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.
- Completion of the Work, for the purposes of this section only, shall occur upon Substantial Completion of all of the Work required by the Contract Documents. Completion of Punch

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List Work, for the purposes of this section only, shall occur upon the Architect's acceptance of Punch List Work.

### G. Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

### Insurance To Be Provided By the Contractor

### 1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

### 2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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 and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

#### **Contractors Pollution Liability**

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

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

### 5) Professional Liability

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

### 6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Commission and/or City property at full replacement cost.

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

#### 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 the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation 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 Commission and/or City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives and the City of Chicago

The coverages 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 Commission and City of Chicago do 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.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages 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 coverages, the party desiring the additional coverages is responsible for the acquisition and cost. At no additional cost to the PBC, the Owner's Representative, Architect, and other consultants may request to be named as additional insureds to Contractor's policy, and must be responsible for monitoring their additional insured compliance.

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

#### H. Notices

In accordance with Section 22.05 "Notices," Notices must be addressed as follows:

- 1. If to the Commission, notices must be addressed to the attention of the Glenn Shriver with copies to: Department of General Services, attn: Jerry McGleam
- 2. If to the Contractor, notices must be sent to the address identified on the title page of this Book 2 with copies to: **Department of General Services**, attn: Jerry McGleam and the Contractor's Bonding Company

### I. Prevailing Wage Rates

Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached. One resource for determining the current prevailing wage rate is the Internet site <a href="https://www.state.il.us/agency/idol/CM/countym.htm">www.state.il.us/agency/idol/CM/countym.htm</a> maintained by the State of Illinois Department of Labor.

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### J. Community Hiring Requirements and Incentives

This Contract is subject to community hiring requirements and incentives. See Part III "Basis of Award (Award Criteria)" and Section 21.03 "Chicago Residents as Employees" for details.

### K. Contractor's Project Manager

Contractor's full-time Project Manager is required at the Site.

### L. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit copy of the <u>Class A</u> General Contractor License issued by the Department of Buildings of the City of Chicago.

Contract No. 1335R

### M. PROPOSAL AND EXECUTION DOCUMENTS

#### N. Contractor's Bid

The Contract	tor hereby acknow	ledges receipt of the	Contract Docu	ments for Contra	act No. <u>1335</u>	R
containing a	full set of Con	ract Documents, in	cluding, but no	t limited to, a)	Standard Ten	ms and
Conditions	(Book 1),	b) Addenda	Nos. (n	one unless	indicated	here)
Addendum	# 1, 5/16/05	Addendum #	2, 5/23/05			

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

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 I "Project Information."

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

Payment for the Work will be made in the manner set forth in 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.

c) Project Information, Instructions, and Execution Documents (Book 2), d) Technical Specifications (Book

<sup>3),</sup> and e) Plans and Drawings.

	DIVISION	\$ AMOUNT
Sitework	2	389,471
Concrete	3	80,462
Masonry	4	225,750
Steel	5	35,500
Carpentry	6	5,351
Roofing/Waterproofing/Sealants	7	78,468
Doors and Windows	8	79,295
Finishes	9	82,028
Specialty Items	10	22,264
Equipment	11	
Furnishings	12	3,219
Special Construction	13	
Mechanical	15	225,600
Electrical	16	95,440
Winter Conditions	urran-1-a	
General Conditions		220,576
LEED Submittals		
Fee	- The state of the	55,575
SUB-TOTAL		1,599,000
Commission's Contingency Fund		\$150,000.00
TOTAL BASE BID		1,749,060

AWARD CRITERIA FIGURE (See Line 15 of Award Criteria Formula): (\$ 1,679,040.00

### ALTERNATES (if any):

Accept	ed by	· ·		
the				Proposed Alternat
<u>Commi</u>		Alternate Description		<u>Price</u>
<u>Yes</u>	No /		_	
	V	Alternate #I — (Add): Provide add alternate to provide and	\$	54,000
		install vegetated green roof above garage and all associated work as indicated in the contract documents and as generally described on sheet A.2a		
		and specification section 07543- Green Roof System, in lieu of base bid of		
		a single-ply energy star roof indicated on drawing A.2 and specification		
	W	section 07540- Thermoplastic Membrane Roofing.  Alternate #2 – (Add): Provide add alternate to provide and	£	27,300
فسسا	التا ا	install 8" white cement concrete pavement at parking lot as indicated in the	<b>ب</b>	
		contract documents and generally described on sheet C1.2 in lieu of base bid		
	TV	of asphalt concrete parking lot.  Alternate #3 – (Add): Provide add alternate to provide and	\$	4,100
		install two exterior clocks in the curtain wall system of vestibule as	Ψ-	
		indicated in the contract documents and generally described on drawings 6a and 9a on sheet A.3 and specification section 10999, Miscellaneous		
		Specialties- Clock Components		
	_/			3,250
		Alternate #4 — (Add): Provide add alternate to provide and install wire mesh tool cage indicated in room 101 on drawing 1 of sheet A.1	\$_	
		and as specified in section 10605, Wire Mesh Partitions.		
	•			
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even	Hu	I Nineta Nine 00/00 =		
Hun	dreg	Ninety Nine 100/00 2		dollars
\$ <u>1, 7</u>	48,	999.00		-
•		: 91k		

### O. 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 CHIC	CA60 10 (161)	つ
= Educh (Ahm	X:VI YXIND	b
Secretary Secretary	Qairman	7_
Scorein, O		
COMPANO DA FRIMEZ		
CONTRACTING PARTY (Print or type names underneath all signatures)	/	
Pacific Construction	33 W. Monroe, Suite 2100, Ch	icago IL 60603
Contractor Name	Address	
If a Corporation:		
11 /	•	
By My (My)	President	
Ike Hong	Title of Signatory	
ATTEST:	Secretary	
By Ike Hong	Title	
CORPORATE SEAL	*****	
If a Partnership:		
NA.		
Partner	Address	_
1 <b>4.</b>	•	
	A 12	
Partner	Address	
•		
Partner	Address	<del></del>
	ei State of the state of	
If a Sole Proprietorship:	<u> </u>	
Signature		
NOTARY PUBLIC		
Subscribed and sworn to before me on this 2	day of <u>June</u> , 20 <u>05</u> .	
Un Marie de		
Numun	(SEAL)	
Notary Public Signature		
Commission Expires: 6/9708 12/1/05	"OFFICIAL SEAL"	
Finn	Laura Cassidy	
	Notary Public, State of Illinois My Commission Exp. 12/07/2005	

### P. Corporate Resolution (if a Corporation)

, ,	THERED! CERTIF! that the following is a complete, true and corre	cr copy or
*	esolutions of the board of directors of	
Pacific Construct		
	nized and existing under the laws of the State of	
	ess in the State of Illinois, which resolutions were duly adopted at a d	
	neld on 12/12, 2005, a quorum being present, a	
	said meeting; that I am the keeper of the corporate seal and of the m	inutes and
records of said corporation	on; and that the said resolutions have not been rescinded or modified:	
WHEREAS, this corpora	ration submitted a bid, dated June 2, , 2005 to	the Public
Building Commission of	Chicago, for Contract No. 1335 R of said Commission;	
NOW, THEREFORE, B	BE IT RESOLVED: That the president or vice president and the se	cretary or
assistant secretary of this	s corporation be, and they are hereby, authorized and directed to execute	e contracts
for and on behalf of and u	under the name and seal of this corporation; and	
BE IT FURTHER RESC	OLVED: That the aforesaid officers of this corporation be, and they a	re hereby,
	to execute and deliver to the Commission, for and on behalf of this co	
such other and all docume	nents as may be necessary or pertinent to a contract, and to do and perform	m any and
all other acts relative there	reto.	
I DI MATTER CENTER A	that the following-named persons are the officers of this corporation duly	, qualified
	mai the following-hamed persons are the officers of this corporation duty	/ quaimed
and now acting as such:		
President:	Ike Hong	
Vice President:		
Secretary:	Ike_Hong	
Treasurer:	Ike_Hong	· · · · · · · · · · · · · · · · · · ·
Assistant Secretary:	NA	
	OF, I have hereunto subscribed my name and affixed the seal of said co	rporation,
	une , 20 <u>05</u> .	
Millon	- 	
Secretary		
/		

Contract No. 1335R

### II. PROPOSAL SUPPORT DOCUMENTS

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

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

### 1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

#### Award Criteria Formula

Line 1.	Base Bid, in figures	\$1,749,000
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)	50%
Line 3.	Multiply Line 2 by Line 1 by 0.04	\$34,980.00
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)	50%
Line 5.	Multiply Line 4 by Line 1 by 0.03	\$26,235.00
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)	50%
Line 7.	Multiply Line 6 by Line 1 by 0.01	\$8,745
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)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0

Contract No. 1335R

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)	0
Line 11.	Multiply Line 10 by Line 1 by 0.03	
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)	0
Line 13.	Multiply Line 12 by Line 1 by 0.01	0
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	69,960
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	1,679,040

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 1,677,046

### 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 III.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 III "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 Ward in which the Site

"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

Contract No. 1335R

assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

a) For each full one (1%) percent deficiency of minority Journeyworkers not utilized – seventeen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 0.1793

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 – sixteen and ninety three hundredths cents per hundred dollars of the base bid calculated as follows:

Line 1 x 0.1693 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 – fourteen and ninety three hundredths cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 0.1493 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.
- Reporting

Contract No. 1335R

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.
- 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.

### Major Trades

Asbestos Workers

Boiler Makers

Bricklayers Carpenters

Cement Masons Electricians

Elevator Construction

Glaziers

Mechanists
Machinery Movers

Ornamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics
Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

Sheet Metal Workers Sprinkler Fitters Technical Engineers

**Tuck Pointers** 

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

### 7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION Bricklayers	PERCENT OF MINORITY 60%
	60%
Carpenters	60%
Cement Masons	10%
Electricians	0
Elevator Construction	50%
Glaziers	
Machanists	0
Machienry Movers	0
Ornamental Iron Workers	0
Lathers	0
Operating Engineers	0
Painters	. 60%
Pile Driver Mechanics	0
Pipe Fitters/Steam Fitters	0
Plasterers	0
Plumbers	10%
Roofers	10%
Sheet Metal Workers	10%
Sprinkler Fitters	10%
Technical Engineers	0
Tuck Pointers	0

### B. Unit Prices

Unit prices provided below in accordance with the provisions of the detailed Specifications may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the unit prices. Attention is called to Part V.M "Unit Prices" for provisions regarding unit prices.

	TYPE OF WORK	\$ AMOUNT	UNIT(S)
1.	Excavation And Special Waste Hauling And Disposal	\$87.00	CY
2	Building Foundations – Granular Material Placement And Compaction Per Technical Specification	\$41.00	СУ
3	Building Slab On Grade - Granular Material Placement And Compaction Per Technical Specification	\$43.00	CY
4	Asphalt Parking Lot - Granular Material Placement And Compaction Per Technical Specification	\$17.00	CŸ
5.	Concrete Parking Lot (Alternate) - Granular Material Placement And Compaction Per Technical Specification	\$40.00	CY

Contract No. 1335R

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

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

1.	Na	Name of joint venture	NA
2.	Ad	Address of joint venture	-A
3.	Pho	Phone number of joint venture	
4.	Iđe	dentify the firms that comprise the joint venture	
	_		
	A.	A. Describe the role(s) of the MBE/WBE firm(s) in the portion of work" must here be shown as under the re-	esponsibility of the MBE/WBE firm.)
	В.	3. Describe very briefly the experience and business quenturer.	ualifications of each non-MBE/WBE joint
			•
5.	Na	Nature of joint venture's business	
5.		Provide a copy of the joint venture agreement.	
7.	Ow	Ownership: What percentage of the joint venture is claim	ned to be owned by MBE/WBE?%
3.	Spe	pecify as to:	
	A.	A. Profit and loss sharing	%
	В.	3. Capital contributions, including equipment	%
	C.	C. Other applicable ownership interests, including ownership or control.	ership options or other agreements which
	D.	Describe any loan agreements between joint venture	rs, and identify the terms thereof.

Contract No. 1335R

### 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, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)	to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture)
to execute the affidavit and did so as his or her free act and deed.	to execute the affidavit and did so as his or her free act and deed.
Notary Public	Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

Contract No. 1335R

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

## SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: 4th Ward PUBLIC	Works	
Project Number:		
FROM:  ABILITY ROCKVOAD CO  (Name of MBE of WBE)	мве	WBE V
(Name of MBE or WBE)		
TO:		
	_ and Public Building	Commission of Chicago
(Name of General Bidder)		
The undersigned intends to perform work in connection with	the above-referenced	project as (check one):
a Sole Proprietor	ac	Corporation
a Partnership	a Jo	oint Venture
The MBE/WBE status of the undersigned is confirmed by MBE/WBE firm, a Schedule B, Joint Venture Affidavit,  The undersigned is prepared to provide the following describe goods in connection with the above-named project.	here the undersigned is provided. ped services or supply	is a Joint Venture with a the following described
2005 Asphalt found Wo Plus Line Items		890
The above-described services or goods are offered for the stipulated in the Contract Documents.	following price, wi	th terms of payment as
Net on completion	n	

**PARTIAL PAY ITEMS** 

### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1335R

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

For any of the above items that are partial pay ite amount:	ems, specifically describe the work and subcontract dollar
If more space is needed to fully describe the MI schedule, attach additional sheet(s).	BE/WBE firm's proposed scope of work and/or paymen
SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/WBE s	subcontract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE s	ubcontract will be sublet to MBE/WBE contractors.
zero (0) must be filled in each blank above. If	ontracting any of the work described in this Schedule, a more than 10% percent of the value of the MBE/WBE rief explanation and description of the work to be subletted.
conditioned upon its execution of a contract with so within five (5) working days of receipt of a noti	the Public Building Commission of Chicago, and will do ce of Contract award from the Commission
By: UM M fondo-l BBIUTY ROCKYOAD CO Name of MBE/WBE Firm (Print)	Signature moderate
5-31-05 Date 630 860 2 330 Phone	Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Mary A. Dempsey Interim Chief Procurement Officer

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

March 28, 2005

Ann M. Pozdol, President Ability Rockroad Company 1021 North Wood Road Wood Dale, Illinois 60191

Dear Ms. Pozdol:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your DBE/WBE certification until July 1, 2005.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward DBE/WBE in the following specialty area(s):

**Asphalt Paving Contractor** 

Oudonos

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Monica Cardenas

**Deputy Procurement Officer** 

mck







City of Chicago Richard M. Daley, Mayor

Department of Purchases, Contracts and Supplies

David E. Malone Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602-1284 (312) 744-4900 (312) 744-2949 (TTY)

http://www.cityofchicago.org

Ahn M. Pozdol, President Ability Rockroad Company 2945 North Mozart Street Chicago, Illinois 60618

3rd ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

Annual Affidavit Certificate Expires:

August 27, 2003 July 31, 2006

July 31, 2004

Dear Ms. Pozdol:

Re:

16308602148

Congratulations on your continued eligibility for certification as a DBE/WBE by the City of Chicago. Re-validation of Ability Rockroad Company's certification is required by July 31.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in firm is found to be involved in bidding or contractual irregularities.

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

### **Asphalt Paving Contractor**

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

Thank you for your continued interest in the City's Minority, Women and Disadvantaged

VERY truly yours,

Erc J. Griggs

Deputy Procurement Officer

EJG/EM





NO.194 P.6 2002/004

# PUBLIC BUILDING COMMISSION OF CHICAGO COMMISSION OF CHICAGO

# SCHEDULE C - Letter of Intent from MRE/WRE To Perform As

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

# SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

	Name of Project 4th Ward Yard Department of Streets and Sanitation
	Name of Projecti
	Project Number: 1335R
	FROM: E. E. BAILEY BUILDING MATERIAL & SUPPLIES, INC. MBB WBB EXX
•	(Name of MRE or WRB)
	TO:  Pacific Construction Services and Public Building Commission of Chicago
	Discovery Bridger
	(Name in translational)  The undersigned mends to perform work in connection with the above-referenced project as (check one);
	a Sole Proprietor XXX e Corporation
1	» Partnership
) [	The MRE/WEE same of the undersigned it confirmed by the smached Letter of Cartification, dated APRIL 19. 2005. In addition, in the case where the undersigned is a Joint Venture with a new MBE/WEE firm, a Schodule B, Jaint Venture Affidavir, is provided.
1	The undersigned is prepared to provide the following described services or supply the following described goods in counselon with the above-named project.
-·	Masonry Materials
1	The above-described services or goods are officed for the following price, with terms of payment as
ال	slippland in the Contract Documents. 45,000
ŧ	

## PUBLIC BUILDING COMMISSION OF CHICAGO CONTRACT No. 1335R

### 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 th	e MBE/WBE firm's proposed scope of work and/or payment	
schedule, attach additional sheet(s).		
Sub-subcontracting levels		
_O_ % of the dollar value of the MBE/W	BE subcontract will be subjet to mon-MBE/WBE contractors.	
_0_ % of the dollar value of the MBE/W	RE subcontract will be sublet to MBE/WBE contractors.	
Sero (v) must be illed in each plank above.	subcontracting any of the work described in this Schedule, a  If more than 10% percent of the value of the MBE/WBE a brief explanation and description of the work to be sublet	
conditioned upon its execution of a contract was within five (5) working days of receipt of a	agreement for the above work with the Genetal Bidder, rith the Public Building Commission of Chicago, and will do notice of Contract award from the Commission.	
By: E. E. BAILEY BUILDING MATERIAL & SUPPLIES	Blue B. Brillian	
Name of MBE/WBB Firm (Print)	Signature	
May 26, 2005	Edna E. Bailey, President	
7.23-264-9495	Name (Print)	
Phone		
F APPLICABLE:		
}y:		
Ofot Venture Pariner (Print)	Signature	

Name (Print)

7

Non-MBE/WBE

Date

Phone



City of Chicago Richard M. Dalay, Mayor

Department of Procurement Services

Macy A. Dempsoy Interior Cinel Procurement Officer

City Hall, Room 403 121 North LaSollo Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofebiongo.org April 19, 2005

Edna E. Bailey, President E. E. Bailey Building Material & Supplies, Inc. 11520 South Halsted Street Chicago, Illinois 60628

Dear Ms. Bailey:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit, In light of this evaluation and in anticipation of streamlining our procedures. the Department extends your MBE/WBE certification until July 1, 2005.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE/WBE in the following specialty area(s):

Construction; Painting and Environmental Supplies and Equipment

If you have any questions, please contact our office at 312-742-0766.

Monica Cardenas

Deputy Procurement Officer

mck







City of Chicago Richard M. Baley, Mayor

Department of Procurement Services

Rife J. Geiggs Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60662 (312) 744-4900 (312) 744-2949 (TTY)

http://www.sityofchicago.org

Edna E. Bailey, President E. E. Bailey Building Material & Supplies, Inc. 11520 South Halsted Street Chicago, IL 60828 (7/3) 264-0425

Re: 3<sup>rd</sup> ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

ANNUAL Affidavit Certificate Expires:

August 3, 2004 March 1, 2007 March 1, 2005

Dear Ms. Bailey:

Congratulations on your continued eligibility for certification as an MBE/WBE by the City of Chicago. Re-validation of E. E. Bailey Building Material & Supplies, Inc.'s certification is required by March 1, 2005.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavil within 80 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Raturns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fall to notify us of any changes in ownership, management-or control, or otherwise fall 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Construction; Painting and Environmental Supplies and Equipment

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

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

Very truly yours

Michael J. McMurray

Managing Deputy Procurement Officer

**MJM/edi** 

(DBE: Host Melra)







ILLINOIS

Rod R. Blagojevich, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael M. Rumman, Director

March 15, 2005

Vendor Number: 363502356

Edna Bailey E E Bailey Bldg Material & Sup 11520 S Halsted Chicago, IL 60628-5218

Re: FBE Recertification

Dear Vendor:

After reviewing the information supplied by you, we are pleased to advise you that your company has been granted recertification as a female business enterprise (FBR) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities (BEP) Act. This certification is valid for two years from the date of this letter.

Should any changes occur in ownership and/or control of the business or other changes affecting the firm's operation, you are required to notify this office within two weeks of such changes. Failure to notify the office of the changes will result in decertification.

Please keep in mind this recertification does not guarantee any contracts, however, it does assure your firm the opportunity to participate in the State's procurement process.

If you have any questions, please contact our office at (312) 814-4190 (Voice/TDD); (800) 356-9206 (in Illinois only); (800) 526-0844 (Illinois Relay Line for the Hearing Impaired); or by Fax (312) 814-5539.

Sincerely,

Sondra N. Phillips

Director

Business Enterprise Program for Minorities, Females, and Persons with Disabilities

SNP:pm (L29FBE)

100 W Randolph St Ste 3-350, Chicago IL 60601-3274

Printed on Recycled Paper

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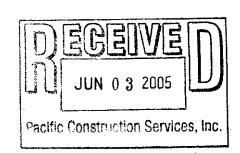
Contract No. 1335R

### SCHEDULE C - Letter of Intent from MBE/WBE To Perform As

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

### SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: 4 w Ward Ya	rd. 4352 S. Cottage	Glove
Name of Project: 4" Ward Ya  Project Number: 1335	Chicago	٠
FROM:  Evergreen Supply Co.  (Name of MBR of WBE)		
то:		
(Name of General Bidder)	and Public Building Commission of Chicago	
The undersigned intends to perform work in connection with	th 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	where the undersigned is a Joint Venture with a	
The undersigned is prepared to provide the following descrigoods in connection with the above-named project.	ribed services or supply the following described	,
Furnish Electrican Malli	Lil	. <del>-</del>
The above-described services or goods are offered for the stipulated in the Contract Documents.	he following price, with terms of payment as	
¥ 25,000.00		



Contract No. 1335R

### 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 item amount:	s, specifically describe the work and subcontract dollar
If more space is needed to fully describe the MBE schedule, attach additional sheet(s).	WBE firm's proposed scope of work and/or paymen
SUB-SUBCONTRACTING LEVELS	·
0 % of the dollar value of the MBE/WBE sub	contract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE sub	contract will be sublet to MBE/WBE contractors.
vero (0) must be filled in each blank above. If m	stracting any of the work described in this Schedule, a core than 10% percent of the value of the MBE/WBE f explanation and description of the work to be sublet
conditioned upon its execution of a contract with the so within five (5) working days of receipt of a notice By:  Frequent Supply Co.	allete
Name of MBE/WBE Firm (Print)	Collech KRamer
Date 113.375.4750_	Name (Print)
Phone :	•
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
DL	<del></del>



City of Chicago Richard M. Daley, Mayor

Apr-15-2005 10:04am

Department of **Procurement Services** 

Mary A. Dempsey Interim 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 April 14, 2005

Patricia Gallagher, President **Evergreen Supply Company** 9901 South Torrence Avenue Chicago, Illinois 60617

Dear Ms. Gallagher:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until July 1, 2005.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE in the following specialty area(s):

### Distributor of Electrical Supplies

If you have any questions, please contact our office at 312-742-0766.

Sincerely.

Cardenss/Al Monica Cardenas

Deputy Procurement Officer

mck







ty of Chicago chard M. Daley, Mayor

partment of acurement Services

ic J. Griggs lef Procurement Officer

y Hall, Room 403 1 North LaSalle Street icago, Illinois 60602 2) 744-4900 2) 744-2949 (TTY)

pt//www.cityofchicago.org

Patricia Gallagher, President Evergreen Supply Company 9901 South Torrence Avenue Chicago, IL 60617

Re: 3rd ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

ANNUAL Affidavit Certificate Expires:

July 1, 2004 April 1, 2007 **April 1, 2005** 

Dear Ms. Gallagher.

7733754703

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. Re-validation of Evergreen Supply Company's certification is required by April 1, 2005.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Refums. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fall to notify us of any changes in ownership, management or control, or otherwise fail 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

## Distributor of Electrical Supplies

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

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

Very truly yours,

Michael J. McMurray

Managing Deputy Procurement Officer

MJM /edj (DBE Host: <u>IDOT</u>)





## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1335R

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

# SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: Decartment of Streets and Sanitation 4th Ward Yard
Project Number: 1335R
FROM:
Illinois Window & Gloss Service Inc MBE X WBE
(Name of MBE or WBE)
TO: Pacific Const. Services. and Public Building Commission of Chicago
(Name of General Bidder)
The undersigned intends to perform work in connection with the above-referenced project as (check one);
a Sole Proprietor a Corporation
a Partnership a Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, date
The undersigned is prepared to provide the following described services or supply the following describe goods in connection with the above-named project.
Aluminum windows, curtain wall, doors & gloss for the
The above-described services or goods are offered for the following price, with terms of payment stipulated in the Contract Documents.  30 days / term

## 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 item amount:	is, specifically describe the work and subcontract dolla
If more space is needed to fully describe the MBE schedule, attach additional sheet(s).	E/WBE firm's proposed scope of work and/or paymer
SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/WBE sub	ocontract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE sub	econtract will be sublet to MBE/WBE contractors.
zero (U) must be filled in each blank above. If m	ntracting any of the work described in this Schedule, a note than 10% percent of the value of the MBE/WBI of explanation and description of the work to be suble
The undersigned will enter into a formal agreed conditioned upon its execution of a contract with the so within five (5) working days of receipt of a notice By:	ment for the above work with the General Bidder e Public Building Commission of Chicago, and will do e of Contract award from the Commission.
Illinois Window: Glass Service Name of MBE/WBE Firm (Print)	alful areasin
6:1.05 Date 773 267 6068 Phone	Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Eric J. Griggs Chief Procurement Officer

City Hall, Room 403 .21 North LaSalle Street Chicago, Illinois 60602 312) 744-4900 312) 744-2949 (TTY)

ttp://www.cityofchicago.org

Alfred J. Arreguin, President

Illinois Window & Glass Service, Inc.
1341 Palmer Street

Downers Grove, IL 60516

Certification Effective:

April 7, 2004

Certification Expires:

May 1, 2009

Annual Certificate Expires:

May 1, 2005

Dear Mr. Arreguin:

We are pleased to inform you that **Illinois Window & Glass Service**, **Inc.**has been certified as a **MBE** by the City of Chicago. This **MBE** certification, which is valid for five years, must be re-validated annually. Your firms next annual validation is required by **May 1, 2005.** 

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

The City may commence actions 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area of:

#### Window and Glass Installation

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area 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, Women and Disadvantaged Business Enterprise Programs.

Very truly yours

Michael J. McMurray

**Deputy Procurement Officer** 

MJM/hzm







ity of Chicago ichard M. Daley, Mayor

epartment of ocurement Services

ary A. Dempsey terim Chief Procurement Officer

ty Hall, Room 403 !1 North LaSalle Street nicago, Illinois 60602 12) 744-4900 12) 744-2949 (TTY) tp://www.cityofchicago.org April 28, 2005

Alfred Arreguin, Owner Illinois Window & Glass Service, Inc. 5723 North Tripp Avenue Chicago, Illinois 60646

Dear Mr. Arreguin:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until August 1, 2005.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

#### Window and Glass Installation

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Moniga Cardenas

Deputy Procurement Officer

mck





#### DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael M. Rumman, Director

February 02, 2004

Vendor Number: 200401741

Alfred Arrequin Illlinois Window & Glass Servi 1341 Palmer Street Downers Grove, IL 60516-2732

Re: MBE Certification Approval

Dear Vendor:

Congratulations. After reviewing all of the information supplied by you, We are pleased to advise you that your firm has been granted certification as a minority business enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities (BEP) Act. This certification is valid for two years from the date of this letter.

Should any changes occur in ownership and/or control of the business or other changes affecting the firm or operation, you are required to notify this office within two weeks of such changes. Failure to notify us of any changes will result in decertification.

We have enclosed a list of the State Agencies that are affected by the Business Enterprise Program. This list includes the names, addresses and telephone numbers of the Business Enterprise Program Liaisons. If you provide a service, please note that each agency purchases services as needed. We suggest you send them a letter of introduction to make them aware of your firm. Commodities and equipment are centrally procured by the Department of Central Management Services. Included is information on how to access current bid opportunities on the internet, through the Illinois Procurement Bulletin.

Also included is a list of the State Universities that are affected by the Act. When contacting the universities, it would be helpful to include a copy of your Bidder's Application Form for reference.

Please keep in mind this certification does not guarantee any contracts, however, it does assure your firm the opportunity to participate in the State's procurement process.

### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1335R

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

# SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project:	Department of	Streets	and	Sanitation,	4th	Ward
Project Number: 13	35r					
FROM:				•		
T & D Excavati	T & D Excavation, and Grading  Name of MBE or WBE)  O:  Pacific Construction Services  and Public Build Mame of General Bidder)  the undersigned intends to perform work in connection with the above-reference a Sole Proprietor  a Sole Proprietor		MBE xx		WBE	
(Name of MBE or WB)	Ξ)					
TO:						
Pacific Constr	uction Services		an	d Public Building	g Com	nission of Chicago
(Name of General Bidd	er)					
The undersigned intend	s to perform work in co	nnection wi	th the	above-referenced	projec	t as (check one):
	_ a Sole Proprietor			xa (	Согрога	ation
y	_ a Parmership			a J	oint V	enture
March 24, 2005 non-MBE/WBE firm, a	In addition Schedule B, Joint Vent	, in the case ure Affidavi	where it, is pi	the undersigned ovided.	is a Jo	int Venture with a
			ribed s	services or supply	y the fo	ollowing described
		nd gradi:	1g			
	· · · · · · · · · · · · · · · · · · ·					
The above-described s stipulated in the Contract 245,300		offered for t	he fol	lowing price, w	ith teri	ms of payment as
						<u> </u>

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

## PARTIAL PAY ITEMS

-ausrus .	ums, specifically describe the work and subcontract dollar
	N / A
If more space is needed to fully describe the Mi schedule, attach additional sheet(s).	BE/WHE finn's proposed scope of work and/or paymen
SUB-SUBCONTRACTING LEVELS	•
0 % of the dollar value of the MBE/WBE s	ubcontract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE s	ubcontract will be subjet to MBE/WBE contractors.
SALO (A) THERE HE THERE HE CACH DIRECK VIVONS 14	ontracting any of the work described in this Schedule, a more than 10% percent of the value of the MBE/WBE ief explanation and description of the work to be sublet
so within five (5) working days of receipt of a note By:	/hh=
Name of MBE/WEB Firm (Print)	NC.
<u>JUNE 0</u> 1, 2005	Signature MOHAMMED YASEEN
Date 630-543-4400	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Ventuce Partner (Print)	Signature
Date	Name (Print)
Dhane	MBBWBENon-MBK/WBK



City of Chicago Richard M. Daley, Mayor

Department of **Procurement Services** 

Eric J. Griggs 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

Willie Ross, President T & D Wrecking and Demolition Company 109 Fairfield Way, Suite 202 Bloomingdale, Illinois 60108-1500

3rd ANNIVERSARY CERTIFICATION Re:

Certification Effective: Certification Expires:

ANNUAL Affidavit Certificate Expires:

June 25, 2004 April 1, 2007

April 1, 2005

Dear Mr. Ross:

Congratulations on your continued eligibility for certification as an MBE by the City of Chicago. Re-validation of T & D Wrecking and Demolition Company's certification is required by April 1, 2005.

As a condition of continued certification during this five year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

#### **Demolition and Excavation Services**

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

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

Very truly yours,

Michael J. McMurray

Managing Deputy Procurement Officer

MJM/emc

(DBE Host: <u>IDOT</u>)







City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Mary A. Dempary Interim Chief Procurement Officer

City Hali, Room 403 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-2949 (TTY) http://www.cityofchicago.org April 26, 2005

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

Dear Mr. Ross:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until July 1, 2005.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

## **Demolition and Excavation Services**

If you have any questions, please contact our office at 312-742-0766.

Succeely

Monica Cardenas

Deputy Procurement Officer

mck





SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

# SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE

	20PWILLED ALLED AL					
Name of P	roject: 4th Ward Yard Department of	Streets and Sanitation				
Project Nu	mber: <u>1335R</u>					
FROM:	,	V				
VILL	BE OF WBE)	WBE X WBE				
(Name of M	IDE O. W.D.C.)					
	rific Construction Services	and Public Building Commission of Chicago				
(Name of G	ieneral Bidder)	·				
The unders	igned intends to perform work in connection with	the above-referenced project as (check one):				
_	a Sole Proprietor	a Corporation				
• _	a Partnership	a Joint Venture				
0/1/	WBB status of the undersigned is confirmed by  In addition, in the case with the case	DELS THE INDUSTRIBUECT BY A SOUTH A CHANGE A TON W				
The unders	igned is prepared to provide the following describ nunection with the above-named project.	ed services or supply the following described				
	HVAC Scor					
The above stipulated i	described services or goods are offered for the name of the Contract Documents.	following price, with terms of payment as				

1.9 **0PGIS**ETS121:0T

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

	For any of the above items that are partial pay amount:	items, specifically describe the work and subcontract
	If more space is needed to fully describe the l schedule, attach additional sheet(8).	VIBE/WBE firm's proposed scope of work and/or pa
	SUB-SUBCONTRACTING LEVELS	
	O % of the dollar value of the MHE/WHI	subcontract will be sublet to non-MBE/WBE contract
¥	20 % of the dollar value of the MBE/WBI	subcontract will be sublet to MBE/WBE contractors
	zero (0) must be filled in each blank above. subcontinutor's scape of work will be subject, a must be provided.	bcontracting any of the work described in this Scher If more than 10% percent of the value of the MBE brief explanation and description of the work in an
	The undersigned will enter into a formal ap- conditioned upon its execution of a contract with an within five (5) working days of receipt of a n	greement for the above work with the General E th the Public Building Commission of Chicago, and cope of Commet award from the Commission.
	ũη.	2 14
	Name of MBE/WBE Firm (Print)	Signature Envise F. VILLAS
	2/0/00	Name (Print)
	708. 489 9898	
	Phone	
	IF APPLICABLE:	
	By:	
		Signature
	Joint Venture Partner (Print)	
	Date	Name (Print) MBE WBB Non-MBE/WBE
	Phone	
	ANTICIPATED TO	





City of Chicago Richard M. Daley, Mayor

Department of Progression Services

Eric J. Griggs Chief Proparement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-2949 (TTY)

http://www.cityofchicago.org

Edward Villasenor, President Villa Mechanical, Inc. 14001 South Kostner Crestwood, Illinois 60445 (703) 488-9892

Re:

4th ANNIVERSARY CERTIFICATION

Certification Effective: Certification Expires:

ANNUAL Affidevit Certificate Expires:

August 5, 2004 August 1, 2006

August 1, 2005

Dear Mr. Villasenor:

Congratulations on your continued eligibility for certification as a DBE/MBE by the City of Chicago. Re-validation of VIIIa Mechanical, Inc.'s certification is required by August 1, 2005.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days of the date of expiration. Please note that you must include a copy of your most current Corporate Federal Tax Returns. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's aligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail 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 Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Heating, Ventilation and Air Conditioning Contractor

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

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

Very truly yours,

Michael J. McMurtay

Managing Daputy Procurement Officer

MJM/dao

DBE Host: (City of Chicago)





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

	•	`				•
Name of Project: _	Department	of Street	s and	Sanitation	4th Ward	Yard rebid
STATE OF ILLINOIS	3	•				·
COUNTY OF COOK	SS					
In connection with th	e above-caption	ed contract; I l	HEREB	Y DECLARE AT	ND AFFIRM	that I am the
President						
Title and duly authorized i	representative of					
Pacific Const	truction Ser	vices				,
Name of General Cor whose address is	ntractor				<del></del>	······································
33 W. Monroe	Suite 2100	Chicago,	Illir	ois 60603	·	
in the City of Cool				Illinois	· · · · · · · · · · · · · · · · · · ·	
and that I have personal that I have personal than the formal than the first than	ation in the abo	ve-referenced	Contrac	t, including Sci	hednie C an	d Schedule B (if

Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals			
	The state of the control of the cont	MBE	WBE		
Ability Rockroad Co.	Asphalt Paving	\$	s 21,890		
E.E. Bailey Building	Masonry Materials	\$	s 45,000		
Evergreen Supply	Electrical Materials	S	s 25,000		
Illinois Window and Glas	Aluminum Windows Curt wall, doors,& glass	sin \$ 49,975	s		
T & D Excavation and Gra	Site Demolition/exca	<b>5</b> 245,300	5		
Villa Mechanical	HVAC	\$172,000	s		
		s • • • • • • • • • • • • • • • • • • •	S		
	Total Net MBE/WBE Credit	s 467,275	\$ 91_890		
	Percent of Total Base Bid	26.7	5.25 %		

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE parmer.

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1335R

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

SUB-SUBCONTRACTING LEVELS	
	ntract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE subcor	ntract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontra zero (0) must be filled in each blank above.	cting any of the work described in this Schedule, a
If more than 10% of the value of the MBE/WBE su explanation and description of the work to be sublet mu	bcontractor's scope of work will be sublet, a brief ast be provided.
The undersigned will enter into a formal agreement MBE/WBE firms, conditioned upon performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) will do so within five (5) business days of receipt of a new performance as 0 will do so within five (5) will do so within five (5) will do so within five (6) will do so within five (6) will do so within five (7) will do so within five (8) will do so will do so within five (8)	Contractor of a Contract with the Commission, and
By:	Il Cara
Pacific Construction Services Name of Contractor (Print)	Signature President /Ike Hong
6/2/05 Date (312) 201-7300	Name (Print)
Phone	
IF APPLICABLE:	
Ву:	
NA Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	

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

Date: _	
Public Richard 50 W.	M. Gayles, Executive Director Building Commission of Chicago I J. Daley Center Washington Street, Room 200 p, IL 60602
Dear M	ı. Gayles:
RE:	Contract No
	Project Title:
MBE/V our atte such ef contrac	rdance with Section 23.01.10, the undersigned hereby requests a waiver/partial waiver from the I/BE provisions of Section 23.01.10. The undersigned certifies that it/we has/have been diligent is mpt to identify potential subcontractors certified as MBE/WBE to perform work in this project, the forts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise goal. These efforts are described below and are consistent with the "Request for Waiver and of the MBE/WBE Program as detailed in Section 23.01.10 as follows:
NA	
Docum	entation attached: yes no
	n the information provided above, we request consideration of this waiver request.
Sincere	у,
Signatu	e e
Print N	me
Title	
Name o	Firm

# Public Building Commission of Chicago Contract No. 1335R

# Affidavit of Uncompleted Work

		T			T	· · · · · · · · · · · · · · · · · · ·	1		
Complete this form	n by either typi	ing or using bla	ack ink.						
A. WORK UNDER THIS CONTRACT									
List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected:									
	1	2	3	4	5	. 6	TOTAL		
PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	in the second		
CONTRACT WITH	Public Building Commision of Chicago	U.S. Army Corps of Engineers	Public Building Commission of Chicago	Public Building Commision of Chicago	Public Building Commision of Chicago	Public Building Commision of Chicago			
ESTIMATED COMPLETION DATE	Jul-05	Feb-05	Mar-05	Mar-05	Apr-05	Apr-05			
TOTAL CONTRACT PRICE	\$ 6,671,170.27	\$ 7,169,906.00	\$ 4,200,000.00	\$ 2,690,000.00	\$ 4,170,000.00	\$ 26,152,800.00	\$ 51,053,876.27		
UNCOMPLETED DOLLAR VALUE	\$ 2,942,049.09	\$ 2,221,221.16	\$ 2,165,336.00	\$ 1,872,925.00	\$ 2,753,433.00	\$ 4,692,882.00	\$ 16,647,846.25		

Total Value of All Work

\$ 67,701,722.52

#### B. 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, including all work indicated as awards pending.

All work subcontracted to others will be listed on PART III of this form. If a joint venture, list only that portion of the work to be done by your company:

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	TOTAL
EARTHWORK							\$
DEMOLITION				i :			\$
FOUNDATION (CAISSON & PILE)							\$
SEWER & DRAINS STRUCTURES							\$
PAINTING							\$
STRUCTURAL STEEL (BLD. CONST.)							\$
ORNAMENTAL STEEL (BLD. CONST.)							\$
MISC. CONCRETE							\$
FIREPROOFING				!			\$
MASONRY							\$
H.V.A.C.		· · · · · · · · · · · · · · · · · · ·					\$
MECHANICAL							\$
ELECTRICAL							\$
PLUMBING							\$
ROOFING & SHEET METAL							\$
FLOORING & TILE WORK							\$
DRYWALL & PLASTER WORK							\$
CELING CONSTRUCTION							\$
HOLLOW METAL & HARDWARE							\$
GLAZING & CAULKING							\$
MISC ARCH. WORK							\$
LANDSCAPING							\$
FENCING							\$
OTHERS (LIST)		-					\$
GENERAL CONDITIONS & MOBILIZATION	\$ 277,730.15		\$ 159,536.00	\$ 168,070.00	\$ 195,411.00	\$ 509,074.00	\$ 1,309,821.1

PROJECT	-	ire Station Engine mpany #84	F	ull Facility		ogan Square anch Library	est Chicago anch Library	Av	ralon Branch Library	v	Harold Vashington College	TOTAL
JOINT SEALANTS			\$	22,462.00								\$ 22,462.00
BOND & INSURANCE					\$	-		\$	-			\$ -
STRUCT. STEEL												\$
ORNAMENTAL STEEL				" ·					:			\$ -
STRUCT. CONCRETE												\$ -
ROUGH CARPENTRY			\$	15,575.50					· · · · · · · · · · · · · · · · · · ·			\$ 15,575.50
FINAL CLEANING					,				-			\$ -
O.H./ FEE					\$	50,145.00	\$ 29,641.00	\$	40,729.00			\$ 120,515.00
APPLIANCES					\$	1,408.00	\$ 1,400.00	\$	1,275.00		,	\$ 4,083.00
TOTALS	\$	277,730.15	\$	38,037.50	\$	211,089.00	\$ 199,111.00	\$	237,415.00	\$	509,074.00	\$ 1,472,456.65

List below all work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture.

Work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	Sub-Total 1-6
SUBCONTRACTOR	R.W. Collins Co.	A-1 Roofing Company	EPI	EPI	EPI	Interstate Scaffolding, Inc.	
TYPE OF WORK	UST Removal	Roofing	Environmental	Environmental	Environmental	Canopy	
SUBCONTRACT PRICE	\$ 1,250.00	\$ 354,299.00	\$ 3,000.00	\$ 7,500.00	\$ 3,000.00	\$ 77,722.00	\$ 446,771.00
AMOUNT UNCOMPLETED	\$ -	\$ 34,720.00	\$ 3,000.00	\$ -	\$ -	\$ 15,125.00	\$ 52,845.00
SUBCONTRACTOR	McKele	ACM Elevator Company	Builders Trucking	T&D Wrecking & Demo	T&D Wrecking & Demolition	Asset Recovery Contractors	
TYPE OF WORK	Earthwork	Elevators	Earthwork	Earthwork	Earthwork	Demolition	
SUBCONTRACT PRICE	\$ 1,057,137.90	\$ 77,106.00	\$ 121,000.00	\$ 122,000.00	\$ 148,000.00	\$ 831,545.00	\$ 2,356,788.90
AMOUNT UNCOMPLETED	\$ 46,169.44	\$ 8,183.10	\$ 24,150.00	\$ 4,000.00	\$ 25,600.00	\$ 57,002.00	\$ 165,104.54

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington Col <del>l</del> ege	·
SUBCONTRACTOR	Beverly Asphalt Paving Co.	American Direct Procurement	Accu-Paving	TBD	TBD	TBD	
TYPE OF WORK	Asphalt Paving	Toilet Accessories	Asphalt	Asphalt/ Sinage	Asphalt	Concrete	
SUBCONTRACT PRICE	\$ 22,500.00	\$ 29,633.00	\$ 2,300.00	\$ 10,514.00	\$ 7,800.00	\$ 53,000.00	\$ 125,747.00
AMOUNT UNCOMPLETED	\$ 11,635.00	\$ 29,633.00	\$ 2,300.00	\$ 10,514.00	\$ 7,800.00	\$ 50,350.00	\$ 112,232.00
SUBCONTRACTOR	John P. Hopkins	ARC Underground, Inc.	Illiana, Inc.	Bertocchi Plumbing	John Hopkins	Al Kleinpaste Masonry, Inc.	
TYPE OF WORK	Site Utilities	Site Utilities	Fencing	Utilities	Utilities	Masonry	,
SUBCONTRACT PRICE	\$ 69,089.00	\$ 382,888.00	\$ 60,000.00	\$ 48,000.00	\$ 84,000.00	\$ 100,518.00	\$ 744,495.00
AMOUNT UNCOMPLETED	\$ 6,089.00	\$ 244,054.00	\$ 60,000.00	\$ 2,520.00	\$ -	\$ 42,700.00	\$ 355,363.00
SUBCONTRACTOR	TBD	Apex Marketing International, Inc.	Beckmar Sprinkler System	Illiana, Inc.	Illiana, inc	J. Kapcheck & Co.	
TYPE OF WORK	Fence & Gates	Food Service Equipment	Irrigation	Fencing	Fencing	Stone Cladding	
SUBCONTRACT PRICE	\$ 81,727.00	\$ 59,500.00	\$ 14,000.00	\$ 35,000.00	\$ 32,000.00	\$ 46,876.00	\$ 269,103.00
AMOUNT UNCOMPLETED	\$ 81,727.00	\$ 59,500.00	\$ 14,000.00	\$ 35,000.00	\$ 32,000.00	\$ 38,232.00	\$ 260,459.00
SUBCONTRACTOR	Franks Creative Landscaping	ASI Modulex	Frank's Creative Landscaping	Becmar Sprinkler System	Becmar Sprinkler System	HLM Steel Fabrication	
TYPE OF WORK	Landscaping	Sinage	Landscaping	Irrigation	Irrigation	Structural Steel	
SUBCONTRACT PRICE	\$ 57,615.00	\$ 39,266.00	\$ 106,650.00	\$ 7,500.00	\$ 16,000.00	\$ 293,236.00	\$ 520,267.00
AMOUNT UNCOMPLETED	\$ 57,615.00	\$ 39,266.00	\$ 106,650.00	\$ 7,500.00	\$ 16,000.00	\$ 178,353.00	\$ 405,384.00
SUBCONTRACTOR	Becmar Sprinkler System	Bruno Francis Plumbing & Heating Company	Landscapeforms	Dutch Valley	Dutch Valley	International Decorators inc.	
TYPE OF WORK	Irrigation	Plumbing	Site Furnishing	Landscaping/ Site Furnishings	Landscaping/ Site Furnishing	Rough Carpentry & Drywall	
SUBCONTRACT PRICE	\$ 19,000.00	\$ 234,549.00	\$ 16,415.00	\$ 29,050.00	\$ 72,680.00	\$ 1,723,174.00	\$ 2,094,868.00
AMOUNT UNCOMPLETED	\$ 19,000.00	\$ 50,922.00	\$ 16,415.00	\$ 29,050.00	\$ 72,680.00	\$ 201,567.00	\$ 389,634.00
SUBCONTRACTOR	Electric Time Company, Inc.	C & W Buld. Services	Huntco	Araiza Corporation	Arazia Corporation	Midwest Woodwork & Veneering, Inc.	
TYPE OF WORK	Building Clock	Painting	Bike Rack	Concrete	Concrete	Millwork	
SUBCONTRACT PRICE	\$ 4,200.00	\$ 59,000.00	\$ 1,930.00	\$ 112,000.00	\$ 213,909.00	\$ 642,873.00	\$ 1,033,912.00
AMOUNT UNCOMPLETED	\$ 4,200.00	\$ 47,920.00	\$ 1,930.00	\$ 43,295.00	\$ 84,937.00	\$ 202,677.00	\$ 384,959.00

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	
SUBCONTRACTOR	Prarie Steel Construction, Inc.	Climatemp, Inc.	TOR Construction	MPZ	Al Kleinpaste	TBD	
TYPE OF WORK	Structural Steel	HVAC	Concrete	Masonry	Masonry	Waterproofing	
SUBCONTRACT PRICE	\$ 314,238.00	\$ 487,910.00	\$ 168,000.00	\$ 287,000.00	\$ 486,000.00	\$ 2,000.00	\$ 1,745,148.00
AMOUNT UNCOMPLETED	\$ 59,730.00	\$ 57,363.00	\$ 50,410.00	\$ 147,000.00	\$ 161,000.00	\$ 1,900.00	\$ 477,403.00
SUBCONTRACTOR	Rominger	Division 10 Supplies	Boyle Construction	Cario Steel	Carlo Steel	TBD	
TYPE OF WORK	Rough Carpentry & Gypsum Board	Toilet Partitions	Masonry	Structural Steel	Structural Steel	Fireproofing	,
SUBCONTRACT PRICE	\$ 130,046.00	\$ 7,070.00	\$ 458,240.00	\$ 145,000.00	\$ 221,000.00	\$ 30,000.00	\$ 991,356.00
AMOUNT UNCOMPLETED	\$ 103,363.00	\$ 7,070.00	\$ -	\$ 6,900.00	\$ 8,400.00	\$ 28,500.00	\$ 154,233.00
SUBCONTRACTOR	Ameriscan Design Inc	Dutch Valley Landscaping	Carlo Steel	C&L Construction	L Wailer Enterprises	LAFORCE, Inc.	
TYPE OF WORK	Millwork	Landscaping	Structural Steel	Rough Carpentry	Rough Carpentry	HM & Wood Doors, Frame & Hardware	
SUBCONTRACT PRICE	\$ 29,045.00	\$ 25,990.00	\$ 199,000.00	\$ 53,000.00	\$ 45,000.00	\$ 389,960.00	\$ 741,995.00
AMOUNT UNCOMPLETED	\$ 29,045.00	\$ 25,990.00	\$ -	\$ 53,000.00	\$ 45,000.00	\$ 61,675.00	\$ 214,710.00
SUBCONTRACTOR	Tushall Engineering Co., Inc.	F & H Door and Hardware, Inc.	L Waller Enterprise	Meriann Mfg.	Meilahn Mfg.	Tee Jay Service Company, Inc	
TYPE OF WORK	Aluminium Fascia & Soffits	Doors, Frames & Hardware	Rough Carpentry	Millwork	Millwork	Door Operators	
SUBCONTRACT PRICE	\$ 142,925.00	\$ 79,274.00	\$ 45,000.00	\$ 60,000.00	\$ 149,925.00	\$ 35,925.00	\$ 513,049.00
AMOUNT UNCOMPLETED	\$ 138,725.00	\$ 25,509.00	\$ 45,000.00	\$ 60,000.00	\$ 149,925.00	\$ 9,333.00	\$ 428,492.00
SUBCONTRACTOR	Metal Master Roofmaster	Flooring Resources	Meiahn Mfg.	Streich Corporation	Streich Corporation	Anagnos Door Company	
TYPE OF WORK	Roofing	Flooring Resources	Millwork/ Furniture	Dampproofing	Dampproofing	Overhead Doors	
SUBCONTRACT PRICE	\$ 119,550.00	\$ 177,000.00	\$ 204,825.00	\$ 3,000.00	\$ 12,937.00	\$ 24,143.00	\$ 541,455.00
AMOUNT UNCOMPLETED	\$ 103,805.00	\$ 177,000.00	\$ 204,825.00	\$ 1,200.00	\$ 2,785.00	\$ 12,722.00	\$ 502,337.00
SUBCONTRACTOR	La Force inc.	Illini Construction Specialties, Inc.	Streich Corporation	Dessent Roofing	Roofs, Inc.	Underland Architectural Systems, inc.	
TYPE OF WORK	HM Doors, Frames and Hardware	Wall & Corner Guards	Dampproofing	Roofing	Roofing	Aluminium Storefront Glass and Glazing	
SUBCONTRACT PRICE	\$ 62,480.00	\$ 8,601.00	\$ 12,954.00	\$ 128,000.00	\$ 195,000.00	\$ 571,727.00	\$ 978,762.00
AMOUNT UNCOMPLETED	\$ 44,608.00	\$ 8,601.00	\$ 5,054.00	\$ 128,000.00	\$ 195,000.00	\$ 465,052.00	\$ 846,315.00

			·				
PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	
SUBCONTRACTOR	Builders Chicago	Indoff	James Mansfield & Sons Co.	LB Hall	LB Hall	R D Roman, Inc.	
TYPE OF WORK	Overhead Door	Lockers	Roofing	Spray Insulation	Spray Insulation	Ceramic Tile and Epoxy Terrazzo	
SUBCONTRACT PRICE	\$ 39,123.00	\$ 12,200.00	\$ 219,000.00	\$ 3,000.00	\$ 15,000.00	\$ 439,362.00	\$ <b>7</b> 27,685.00
AMOUNT UNCOMPLETED	\$ 39,123.00	\$ 12,200.00	\$ 210,300.00	\$ 3,000.00	\$ 15,000.00	\$ 241,500.00	\$ 521,123.00
SUBCONTRACTOR	MTH Industries	Jamerson & Bauwens Electrical Contractors, Inc.	LB Hall	Underland	Underland Architectural	Just Rite Acoustics, Inc.	
TYPE OF WORK	Glass & Glazing	Electrical	Spray Insulation	Windows	Windows	Acoustical Celing	
SUBCONTRACT PRICE	\$ 229,351.00	\$ 956,031.00	\$ 17,000.00	\$ 48,000.00	\$ 118,000.00	\$ 611,672.00	\$ 1,980,054.00
AMOUNT UNCOMPLETED	\$ 200,851.00	\$ 136,020.00	\$	\$ 30,878.00	\$ 117,250.00	\$ 563,504.00	\$ 1,048,503.00
SUBCONTRACTOR	Just Rite Acoustics, Inc.	Jose Drapery & Windown Covering Company	Underland	United Sky	North Products	Du-Al Floor Company Inc.	
TYPE OF WORK	Acoustical Ceilings	Window Treatment	Windows	Glass	Balanced Doors	Resilient Flooring	
SUBCONTRACT PRICE	\$ 18,500.00	\$ 3,410.00	\$ 121,000.00	\$ 10,715.00	\$ 46,981.00	\$ 363,473.00	\$ 564,079.00
AMOUNT UNCOMPLETED	\$ 18,500.00	\$ 3,410.00	\$ 112,000.00	\$ 10,072.00	\$ 46,981.00	\$ 25,454.00	\$ 216,417.00
SUBCONTRACTOR	Q.C. Enterprises, inc.	JVI Companies	North Products	North Products	F&H Door & Hardware	Anderson Interiors	
TYPE OF WORK	Terrazo, Resilient Tile and Epoxy Flooring	Abatement & Demolition	Balanced Doors	Balanced Doors	Doors/Frames /Hardware	Carpet	
SUBCONTRACT PRICE	\$ 118,580.00	\$ 155,907.00	\$ 50,989.00	\$ 38,030.00	\$ 28,000.00	\$ 398,605.00	\$ 790,111.00
AMOUNT UNCOMPLETED	\$ 118,580.00	\$ 9,383.00	\$ 50,989.00	\$ 38,030.00	\$ 26,021.00	\$ 38,405.00	\$ 281,408.00
SUBCONTRACTOR	A.B. Paint, Inc.	K-3 Welding Services, Inc.	F&H Door & Hardware	F&H Door & Hardware	JP Phillips	Ascher Brothers Co., Inc.	
TYPE OF WORK	Painting	Sinage	Doors/ Frames/ Hardware	Doors/Frames/ Hardware	Plaster	Painting	
SUBCONTRACT PRICE	\$ 35,000.00	\$ 6,988.00	\$ 32,000.00	\$ 23,890.00	\$ 25,000.00	\$ 457,196.00	\$ 580,074.00
AMOUNT UNCOMPLETED	\$ 35,000.00	\$ -	\$ 11,277.00	\$ 20,690.00	\$ 25,000.00	\$ 234,560.00	\$ 326,527.00

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	
SUBCONTRACTOR	Division 10 Supplies	K-5	Torres Corporation	Inca Construction	Inca Construction	Polyvision	
TYPE OF WORK	Toilet & Shower Compartments, Chalk and Markerboards, Fire Protection Specialties, Toilet Accessories & Projection Screen	<u> </u>	Drywali	Drywall and Acoustical Celings	Drywali	Visual Display Boards	
SUBCONTRACT PRICE	\$ 16,746.00	\$ 236,200.00	\$ 15,000.00	\$ 101,500.00	\$ 169,000.00	\$ 29,300.00	\$ 567,746.00
AMOUNT UNCOMPLETED	\$ 16,746.00	\$ 198,200.00	\$ -	\$ 101,500.00	\$ 120,200.00	\$ -	\$ 436,646.00
SUBCONTRACTOR	Tailored Foam	Kedmont Waterproofing	Inca Construction	Q.C. Enterprises	Q.C. Enterprises	The Creative Edge	
TYPE OF WORK	Foam	Joint Sealants	Drywall and Acoustical Ceiling	Ceramic/ Terrazzo/ Carpet/ Resilient Flooring	Creamic/ Terrazzo	Signage	
SUBCONTRACT PRICE	\$ 400.00	\$ 2,400.00	\$ 158,500.00	\$ 52,000.00	\$ 55,251.00	\$ 109,042.00	\$ 377,593.00
AMOUNT UNCOMPLETED	\$ -	\$ -	\$ 92,500.00	\$ 52,000.00	\$ 55,251.00	\$ 76,532.00	\$ 276,283.00
SUBCONTRACTOR	Poletech	Marc Woodworking	JP Phillips	TBD	Inca Construction	Interior Concepts, Inc.	
TYPE OF WORK	Flagpoles	Millwork	Plaster	Painting	Acoustical Celling	Lockers, Fire Protection Specialties, Toilet Partition/Access ories & Roller Shades	
SUBCONTRACT PRICE	\$ 4,450.00	\$ 43,309.00	\$ 25,000.00	\$ 27,000.00	\$ 31,000.00	\$ 380,568.00	\$ 511,327.00
AMOUNT UNCOMPLETED	\$ 4,450.00	\$ 43,390.00	\$ 25,000.00	\$ 27,000.00	\$ 31,000.00	\$ 46,599.00	\$ 177,439.00
SUBCONTRACTOR	Hadley	McKele Site Development, Inc.	Q.C. Enterprises	Interior Concepts	Thompson Flooring	Modernfold Doors of Chicago	
TYPE OF WORK	Louvers	Earthwork	Ceramic/Terrazzo/ Carpet/ Res.	Specialties Toilet Partitions Access./ Lockers	Carpet Resilient Flooring	Fire Rated Operable Partition	
SUBCONTRACT PRICE	\$ 875.00	\$ 98,293.56	\$ 93,000.00	\$ 12,435.00	\$ 41,600.00	\$ 48,000.00	\$ 294,203.56
AMOUNT UNCOMPLETED	\$ 875.00	\$ 11,598.25	\$ 93,000.00	\$ 12,435.00	\$ 41,600.00	\$ 30,070.00	\$ 189,578.25

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College	
SUBCONTRACTOR	Doyle Signs	Midwest Fence	TBD	W.G.N Flag & Decorating	TBD	Checkpoint Systems, Inc.	
TYPE OF WORK	Signs	Fencing	Painting	Flag Poles	Painting	Library Equipment	
SUBCONTRACT PRICE	\$ 7,700.00	\$ 128,000.00	\$ 42,000.00	\$ 3,400.00	\$ 32,000.00	\$ 13,500.00	\$ 226,600.00
AMOUNT UNCOMPLETED	\$ 7,700.00	\$ 128,000.00	\$ 42,000.00	\$ 3,400.00	\$ 32,000.00	\$ -	\$ 213,100.00
SUBCONTRACTOR	Lyon Workspace Products	Modernfold Doors of Chicago, Inc.	Interior Concepts	Bradford Systems	Interior Concepts	Interstate Electronics	
TYPE OF WORK	Metal Lockers	Operable Partitions	Specialties Toilet Partitions Acces./ Lockers	Shelving	Toilet Partitions Access./Lockers Projection	Projection Screen	
SUBCONTRACT PRICE	\$ 24,100.00	\$ 20,500.00	\$ 42,000.00	\$ 34,770.00	\$ 27,672.00	\$ 16,468.00	\$ 165,510.00
AMOUNT UNCOMPLETED	\$ 24,100.00	\$ 13,360.00	\$ 42,000.00	\$ 34,770.00	\$ 27,672.00	\$ -	\$ 141,902.00
SUBCONTRACTOR	Streich Corporation	Old Veterans Construction	TBD	Checkpoint System Inc.	WGN	TBD	
TYPE OF WORK	Caulking	Masonry	Display Board	Book Detection	Flag Poles	Food Service Equipment	
SUBCONTRACT PRICE	\$ 18,500.00	\$ 161,059.00	\$ 1,240.00	\$ 22,595.00	\$ 5,000.00	\$ 3,745.00	\$ 212,139.00
AMOUNT UNCOMPLETED	\$ 18,500.00	\$ 15,205.90	\$ 1,240.00	\$ 22,595.00	\$ 5,000.00	\$ 3,588.00	\$ 66,128.90
SUBCONTRACTOR	Skyco	Pole Tech	TBD	Kadee Industries	TBD	Harry J Kloeppel	
TYPE OF WORK	Roof Hatches	Flag Poles	Louver	Floor Mat	Sinage	Lab Equipment	
SUBCONTRACT PRICE	\$ 798.00	\$ 1,440.00	\$ 1,275.00	\$ 1,115.00	\$ 10,890.00	\$ 688,000.00	\$ 703,518.00
AMOUNT UNCOMPLETED	\$ -	\$ 1,440.00	\$ 1,275.00	\$ 1,115.00	\$ 10,890.00	\$ -	\$ 14,720.00
SUBCONTRACTOR	Custom Components	Premium Concrete, Inc.	Hufcor	Chicago Drapery	Hufcor	Fuller d'Albert	
TYPE OF WORK	Trusses	Concrete	Operable Part.	Blinds	Operable Part	Photo Lab Equipment	
SUBCONTRACT PRICE	\$ 9,658.00	\$ 298,269.00	\$ 8,985.00	\$ 12,500.00	\$ 10,257.00	\$ 16,000.00	\$ 355,669.00
AMOUNT UNCOMPLETED	\$ -	\$ 27,108.00	\$ 8,985.00	\$ 12,500.00	\$ 10,257.00	\$ -	\$ 58,850.00
SUBCONTRACTOR	C-Tech Industries	Price Acoustics, Inc.	Poblocki	Meilahn Mfg.	Bradford Systems	Schindler Elevator Equipment	 
TYPE OF WORK	Waste Compactor	Drywall & Acoustical Ceilings	Flag Poles/ Sinage	Furniture	Shelving	Escalator	
SUBCONTRACT PRICE	\$ 11,200.00	\$ 348,060.00	\$ 16,932.00	\$ 12,000.00	\$ 59,935.00	\$ 468,000.00	\$ 916,127.00
AMOUNT UNCOMPLETED	\$ 11,200.00	\$ 60,895.75	\$ 16,932.00	\$ 12,000.00	\$ 59,935.00	\$ 444,600.00	\$ 605,562.75

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College		
SUBCONTRACTOR	Mid-Minnesota	Pro-Line Door Systems, Inc.	Bradford Systems	Bertocchi Plumbing	зм	USA Hoist		
TYPE OF WORK	Gear Grid	Overhead Doors	Shelving	Plumbing	Bood Detection	Hoistway		
SUBCONTRACT PRICE	\$ 9,989.90	\$ 22,100.00	\$ 65,885.00	\$ 48,250.00	\$ 16,223.00	\$ 306,196.00	\$	468,643.90
AMOUNT UNCOMPLETED	\$ 9,989.90	\$ -	\$ 65,885.00	\$ 21,650.00	\$ 16,223.00	\$ -	\$	113,747.90
SUBCONTRACTOR	Central Merchandising, Inc.	Standard Wire & Steel Works	National Truck Lift	BMK Technologies	Kadee Industries	F.E. Moran, Inc.		
TYPE OF WORK	Stainless Steel Shelving	Metal Shelving & Wire Mesh Partitions	Man Lift	HVAC	Floor Mat	Fire Protection		
SUBCONTRACT PRICE	\$ 6,537.10	\$ 188,000.00	\$ 5,890.00	\$ 250,000.00	\$ 1,659.00	\$ 515,821.00	\$	967,907.10
AMOUNT UNCOMPLETED	\$ 6,537.10	\$ 188,000.00	\$ 5,890.00	\$ 202,200.00	\$ 1,659.00	\$ 126,254.00	\$	530,540.10
SUBCONTRACTOR	Illinois Range Company	T.A. Bowman	3M	Becker Electric	Chicago Drapery	TOLTEC		
TYPE OF WORK	Food Service Equipment	Steel	Book Detection	Electric	Blinds	Plumbing		
SUBCONTRACT PRICE	\$ 6,451.00	\$ 269,269.00	\$ 15,492.00	\$ 260,000.00	\$ 19,250.00	\$ 502,392.00	\$	1,072,854.00
AMOUNT UNCOMPLETED	\$ 6,451.00	\$ 11,990.00	\$ 15,492.00	\$ 197,500.00	\$ 19,250.00	\$ 62,281.00	\$	312,964.00
SUBCONTRACTOR	Jose Drapery	Trainor Glass Company	Kadee Industries	PBCC	Meilahn Manufacturing	A&H Plumbing		
TYPE OF WORK	Blinds	Window & Storefronts	Floor Mat	Contingency - Utility	Furniture	Plumbing 9th Floor	:	
SUBCONTRACT PRICE	\$ 6,000.00	\$ 93,520.00	\$ 1,531.00	\$ 75,000.00	\$ 50,000.00	\$ 638,068.00	\$	864,119.00
AMOUNT UNCOMPLETED	\$ 6,000.00	\$ 20,326.00	\$ 1,531.00	\$ 75,000.00	\$ 50,000.00	\$ -	\$	152,857.00
SUBCONTRACTOR	A & H Plumbing & Heating Company	United States Fire Protection, Inc.	Chicago Drapery	PBCC	Birk Plumbing	Climatemp, Inc.		
TYPE OF WORK	Plumbing	Fire Protection	Blinds	Contingency - Sinage	Plumbing	Mechanical (Sheet Metal)		
SUBCONTRACT PRICE	\$ 268,726.00	\$ 135,000.00	\$ 19,250.00	\$ 2,500.00	\$ 100,000.00	\$ 2,177,424.00	\$	2,702,900.00
AMOUNT UNCOMPLETED	\$ 50,515.00	\$ 5,735.00	\$ 19,250.00	\$ 2,500.00		\$ 67,659.00	\$	186,365.00
SUBCONTRACTOR	Climatemp, Inc.		Maher Plumbing	PBCC	BMK Technologies	S. Mechanical		
TYPE OF WORK	Mechanical	10年	Site Utilities/ Plumbing	Contingency	HVAC	Mechanical (Piping)		
SUBCONTRACT PRICE	\$ 700,137.00		\$ 185,448.00	\$ 275,000.00	\$ 430,000.00	\$ 2,667,955.00	\$	4,258,540.00
AMOUNT UNCOMPLETED	\$ 424,750.00		\$ 21,904.00	\$ 275,000.00	\$ 284,920.00	\$ 288,298.00	\$	1,294,872.00

PROJECT	Fire Station Engine Company #84	Full Facility	Logan Square Branch Library	West Chicago Branch Library	Avalon Branch Library	Harold Washington College		
SUBCONTRACTOR	Maron Electric		Vario Construction		Power and Light	Broadway Electric, Inc		
TYPE OF WORK	Electrical	Control and I	HVAC	na e	Electric	Electrical		
SUBCONTRACT PRICE	\$ 784,012.00	ing plant in the property of the second of t	\$ 425,000.00		\$ 403,000.00	\$ 6,445,711.00	\$ 8,057,	723.00
AMOUNT UNCOMPLETED	\$ 452,963.00		\$ 172,180.00		\$ 257,920.00	\$ 653,641.00	\$ 1,536,	704.00
SUBCONTRACTOR	PBCC		Loyola Electric	ada en la	PBCC	PBCC		
TYPE OF WORK	Contigency	e programa promote pro- cessor de la companya de la	Electric		Contingency - Utility	Contingency		
SUBCONTRACT PRICE	\$ 48,580.50		\$ 426,274.00		\$ 68,114.00	\$ 302,187.00	\$ 845,	155.50
AMOUNT UNCOMPLETED	\$ 48,580.50	0.000年高級 <b>的特</b> 6年8月1日中的基础	\$ 168,424.00		\$ 68,114.00	\$ 302,187.00	\$ 587,	305.50
SUBCONTRACTOR	Martin Concrete	Device to the	PBCC		PBCC	PBCC		
TYPE OF WORK	Concrete	e de la company	Contingency - Utility		Contingency - Sinage	Allowance - CTA Flag Man		
SUBCONTRACT PRICE	\$ 306,435.00		\$ 64,919.00		\$ 4,000.00	\$ 50,000.00	\$ 425,3	354.00
AMOUNT UNCOMPLETED	\$ 106,321.00		\$ 64,919.00		\$ 4,000.00	\$ 46,500.00	\$ 221,7	740.00
SUBCONTRACTOR	Indiana Limestone	可以在中世界的 可以中 <b>位</b> 的	PBCC		PBCC			
TYPE OF WORK	Limestone		Contingency - Sinage		Contingency			
SUBCONTRACT PRICE	\$ 145,750.00		\$ 4,000.00		\$ 274,182.00		\$ 423,9	932.00
AMOUNT UNCOMPLETED	\$ 73,250.00		\$ 4,000.00		\$ 274,182.00		\$ 351,4	432.00
SUBCONTRACTOR	Kleinpaste Masonry		PBCC			Company (Company)		
TYPE OF WORK	Masonry		Contingency		(1) <b>有</b> 有的人。 (2)			
SUBCONTRACT PRICE	\$ 930,000.00		\$ 273,824.00				\$ 1,203,8	324.00
AMOUNT UNCOMPLETED	\$ 260,825.00	in car la <mark>Jes</mark> e Hanca <b>estre</b>	\$ 273,824.00		significations		\$ 534,6	649.00
SUBCONTRACTOR	Nickolas Painting	and the Highlight The Highlight Highlight			i Ta <b>vay</b> iyoni	eriore de la companya de la company La companya de la co		
TYPE OF WORK	Graffiti Coating	anii see ya uga <b>ass</b> assa asa Saabii an			et in Arbitishing a Transport			-
SUBCONTRACT PRICE	\$ 16,800.00			. E. J. A. J. S. S. S. J. E. B. A. S.		sangagan kalenda Kabupatèn Assasa	\$ 16,8	300.00
AMOUNT UNCOMPLETED	\$ 16,800.00		Andrew States		And the second	erginal second in	\$ 16,8	300.00
Total Uncomplete	\$ 2,664,318.94	\$ 1,701,993.00	\$ 2,054,531.00	\$ 1,683,814.00	\$ 2,442,158.00	\$ 4,616,820.00	\$ 15,163,6	34.94

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. 1335R Uhlan 6/2/05 Signature Date Ike Hong President Name (Type or Print) Title Pacific Construction Services Bidder Name 33 W. Monroe, Suite 2100 Chicago, IL 60603 Address Chicago IL 60603 Zip State City Subscribed and sworn to before me 2005 June day of . this 2 (SEAL) Commission expires: 12/1/05 "OFFICIAL SEAL"

Laura Cassidy Notary Public, State of Illinois My Commission Exp. 12/07/2005

#### **Affidavit Of Local Business**

ST	ATE OF ILLINOIS	}				
CC	OUNTY OF COOK	<pre>} SS }</pre>				
I	ke Hong	, being f	īrst duly swor	n, deposes and	says that:	
1	He/She is					
	resident		•			
	wner, Partner, Officer)					
of						
	cific Constructi		. 1 17911)			
(th	e name of the Bidder th	at has submitted the	attached Bid);			
2.	Bidder, or partner wit a "Local Business" Conditions (Book 1).	h at least 50% interes as defined by the	st in joint vent provisions of	ure Bidder, Section 21.18	[x] is 3 of the Sta	[] is not andard Terms and
3.	Bidder, or partner with have business location	h at least 50% interes as outside the corpora	et in joint vent ate limits of th	ure Bidder, e City of Chica	[] does	[x] does not
	If other business locat	ions exist, provide bu	usiness addres	ses and phone n	nımbers:	
	NA					
4.	Bidder, or partner wi (insert number) regu location(s) within the	lar full-time people	, <u>60</u> (	(insert number)	, currently e	mploys 60 work at business
5.	Bidder, or partner(s) v subject to City of Chic		rest in joint ve	nture Bidder,	<b>½</b> ] is	[ ] is not
	10/.					
i	IL NOV		Pro	sident		
(Sig	gned)			(Title)		
			• •	June		2405
Sub	scribed and sworn to be	efore me this 2	day of	Julie		, 2 <b>0</b> 5
Yh.	MI TILL OMAIN	/				
(Sig	gnature)		(SEAL)	ı		
Adı	ninistrative					
(Tit		47/05	La Notary I	FICIAL SEA aura Cassidy Public, State of Illin mission Exp. 12/07/	nois	

### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1335R

#### 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	Pacific Construction Services
Submitted By	Ike Hong
Title _	President
Permanent Main Office Address	33 W. Monroe, Suite 2100
Local Address	Chicago IL 60603
	(312) 201–7300
Local Telephone No. and FAX No.	(312) 201-7373
How many years operating as contractor for work of	f this nature?12
List of recently completed contracts of similar dollar	r value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	New 13th Ward Yard Bldg.	1,000,000	2003	New Construction
2.	Southwest Healh Center	2,000,000	2001	New Construction
3.	U.S. Army Reserve	12,000,000	2002	New Construction
4.	Building 62 Renovation	20,000,000	2004	Inter/Exter Renovation
5.	Harold Washington colleg	e 25,000,000	2005	Interior Renovation
6.				4
7.				
8.				-

#### PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1335R

## 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:

(b) (c)	Corporation Name State and City in which incorporated  If incorporated in another state, is firm authorized to do business in the State of Illinois?  Yes _x _ No  Name and address of registered agent in Illinois				
	33 W. Monroe, Suite 2100 Chica	ago,	IL 6	0603	
(e)	Names and titles of officers authorized to sig	n cont	racts		
	Ike Hong		Pres	ident	
	Name Ike Hong	Title	Secr	etary	
	Name	Title			_
If mihmi	tted by a partnership:				
II Subiin	tted by a partiership.				
	Firm Name		NA		
	Official Address				
(c)	Names of all Partners:			-	
If submi	tted by an individual:				
(a)	Firm Name		NA		
(b)	The Owner				
(c)	Official Address				±
ıll.	ling				
Signatur	e of Affant				
Subscrib	ed and sworn to before me this	lay of	June		20 05
Hay	a Canady		(SE	AL)	
Notary P			بمميم	<b></b>	
My Com	mission expires: /2/7/05 "OFFIC Laur Notary Pub My Commiss	a Cas	e of Hun	ois	

#### DISCLOSURE OF RETAINED PARTIES

	and Disclosure	
Α.		

- 1. As used herein, "Contractor" means a person or entity who 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 attorneys, lobbyists, consultants, subcontractors, and other persons 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 undertake 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: Construction of 4th Ward Yard
	Description or goods or services to be provided under Contract: #_1335R
2	Name of Contractor: Pacific Construction Services

3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person 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. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

#### Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
See Attached Do	cument		

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

;	Potential	Estimated
Business Address	Relationship	Fees
1021 North Wood Dale, Road Wood Dale, IL	Subcontractor	\$21,890
Wauconda, IL 60084	Subcontractor	\$40,000
N/A	Subcontractor	\$95,440
355 N Clark Rd., Gary, IN 46406	Subcontractor	\$35,000
5723 N. Tripp, Chicago, IL 60646	Subcontractor	\$49,975
4800 Metalmaster Way, McHenry, IL 60050	Subcontractor	\$60,000
625 Winchester Court, Bartlett, IL 60103	Subcontractor	\$45,000
1300 Main Street, Melrose Park, IL 60160	Subcontractor	\$34,000
203 East Foster Avenue, Roselle, IL 60172	Subcontractor	\$75,000
South R 54 West, Linton, IN 47441	Subcontractor	\$200,000
7240 Circle Avenue, Forest Park, IL 60130	Subcontractor	\$80,000
20W327 Belmont Place, Addison, IL 60101	Subcontractor	\$245,300
14001 Kostner Ave., Crestwood, IL 60446	Subcontractor	\$168,000
	;	
•		
	1021 North Wood Dale, Road Wood Dale, IL Wauconda, IL 60084 N/A 355 N Clark Rd., Gary, IN 46406 5723 N. Tripp, Chicago, IL 60646 4800 Metalmaster Way, McHenry, IL 60050 625 Winchester Court, Bartlett, IL 60103 1300 Main Street, Melrose Park, IL 60160 203 East Foster Avenue, Roselle, IL 60172 South R 54 West, Linton, IN 47441 7240 Circle Avenue, Forest Park, IL 60130 20W327 Belmont Place, Addison, IL 60101	Business Address  Relationship  1021 North Wood Dale, Road Wood Dale, IL  Wauconda, IL 60084  Subcontractor  N/A  Subcontractor  355 N Clark Rd., Gary, IN 46406  Subcontractor  5723 N. Tripp, Chicago, IL 60646  Subcontractor  4800 Metalmaster Way, McHenry, IL 60050  Subcontractor  625 Winchester Court, Bartlett, IL 60103  Subcontractor  1300 Main Street, Melrose Park, IL 60160  Subcontractor  203 East Foster Avenue, Roselle, IL 60172  Subcontractor  South R 54 West, Linton, IN 47441  Subcontractor  7240 Circle Avenue, Forest Park, IL 60130  Subcontractor  Subcontractor  Subcontractor

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#### DISCLOSURE OF RETAINED PARTIES

- 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 under the Contractor must either ask the Commission's Representative or his or her manager 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 behalf of the Contractor and that the informa	n authorized to execute this Disclosure of Retained Parties of tion disclosed herein is true and complete.
Signature	Date
Warren Cassier	Sr. Project Manager
Name (Type or Print)	Title

Subscribed and sworn to before me

his 21St day of July 2

Notary Public

"OFFICIAL SEAL"
Martina A. Rischke
Notary Public, State of Illinois
My Commission Expires June 9, 2008

SOURCE AND STATE OF THE POLICY PERSON INC.  33 West Montroe Street  Suite 2100 Chicago, IL 60603  OVERAGES  SUITE 2100 Chicago, IL 60603  OVERAGES  WILLIES OF MISURANCE LISTED BELOW HAVE BEEN INSUED TO THE RESURED NAMED ABOVE FOR THE POLICY PERSON INCACTED, NOTWITHER OF A MAJERIA PROPERTY OF THE POLICY PERSON INCACTED, NOTWITHER OF A MAJERIA PROPERTY OF THE POLICY PERSON INCACTED, NOTWITHER OF A MAJERIA PROPERTY OF THE POLICY PERSON INCACTED, NOTWITHER OF A MAJERIA PROPERTY OF THE POLICY PERSON INCACTED, NOTWITHER OF A MAJERIA PROPERTY OF THE POLICY PERSON INCACTED, NOTWITHER OF A MAJERIA PROPERTY OF THE POLICY PERSON INCACTED, NOTWITHER OF THE POLICY PERSON INCACTED, NOTWITH OF THE POLICY PERSON INCACTED I	*	Client#:	ATE OF LIA	BILITY IN	PACIF ISURAN	CE	DATE (MM/DD/YYYY 07/27/05
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#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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 the uniform terms of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25-S (2001/08) 2 of 3

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ACORD 25-S (2001/08)

2 of 3

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Public Building Commission of Chicago The city of Chicago

AMS 25.3 (2001/08)

3 of 3

#\$139773/M137056

Contract No. 1335R

## PERFORMANCE AND PAYMENT BOND

Contract No. 1335R

Bond No. 83BCSDI5212

KNOW ALL MEN BY THESE PRESENTS, that we, Pacific Construction Services,
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
Hartford Accident and Indemnity Company
4245 Meridian Parkway
Aurora, IL 60566
a corporation organized and existing under the laws of the State of Connecticutith 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 One Million Seven Hundred Forty Eight Thousan
Nine Hundred and Ninety Nine Dollars and No Cents (\$1,748,999.00) for the payment of which sum we
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly an
severally, firmly by these presents.
The condition of this obligation is such, that whereas the Principal entered into a certain Contract, heret

attached, with the Commission, dated July 12, 2005, for the fabrication, delivery, performance and

New 4<sup>th</sup> Ward Yard 4352 S. Cottage Grove Avenue, Chicago, IL

installation of

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

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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 <u>One Million Seven Hundred Forty</u> <u>Eight Thousand Nine Hundred Ninety Dollars and No Cents (\$1,748,999.00)</u>, 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, ornissions, 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.

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IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several

body.	
WITNESS:	
	BY(Seal
Name	Individual Principal
	(Seal
Business Address	Individual Principal
City State	
CORPORATE SEAL	
ATTEST: -	Pacific Construction Services
	Corporate Principal
BY Your Cassedy	BY Mlay
Secretary Laura Cassidy	President Ake Hong
Title	Title
	Title
Title  33 W. Monroe, Suite 2100  Chicago, H.	Hartford Accident and Indemnity
Title  33 W. Monroe, Suite 2100  Chicago, H.	
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller	Hartford Accident and Indemnity Corporate Surety Attorney-in-fact
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller  4245 Meridian Parkway, Aurora, IL	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller	Hartford Accident and Indemnity Corporate Surety Attorney-in-fact
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller  4245 Meridian Parkway, Aurora, IL Business Address & Telephone	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller  4245 Meridian Parkway, Aurora, IL	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller  4245 Meridian Parkway, Aurora, IL Business Address & Telephone  FOR CLAIMS (Please Print):	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title  CORPORATE SEAL
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller  4245 Meridian Parkway, Aurora, IL  Business Address & Telephone  FOR CLAIMS (Please Print): Contact Name: Ron Gengler  Business Address: 4245 Meridian Parkway	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title  CORPORATE SEAL
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY William D. Miller  4245 Meridian Parkway, Aurora, IL Business Address & Telephone  FOR CLAIMS (Please Print): Contact Name: Ron Gengler	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title  CORPORATE SEAL
Title  33 W. Monroe, Suite 2100 Chicago, IL  BY  William D. Miller  4245 Meridian Parkway, Aurora, IL  Business Address & Telephone  FOR CLAIMS (Please Print): Contact Name: Ron Gengler  Business Address: 4245 Meridian Parkw  Telephone: 630-692-8661	Hartford Accident and Indemnity Corporate Surety  Attorney-in-fact Title  CORPORATE SEAL

<sup>\*</sup> 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.

<sup>\*\*</sup> Must be filled in by the Corporate Surety.

Contract No. 1335R

## BOND APPROVAL

Secretary,
Public Building Commission of Chicago

## CERTIFICATE AS TO CORPORATE SEAL

I,	Laura	Cassidy		, certify th	nat I am the	Corporate	Secretary of the
Pacif	ic Const	ruction Service	es, corpora	tion named as	Principal in	the foregoing p	performance and payment
bond,	, that _	Ike Hong			who sign	ned on behalf o	f the Principal was then
Pre	esident	of	said corpo	oration; that I	know this	person's signati	ure, and the signature is
genui	ine; and	that the Bond	was duly	signed, sealed,	and attested	d, for and in beh	alf of said corporation by
autho	rity of it	s governing bo	ody.				
		<b>ル</b> イ、					
Dated	d this <u>20</u>	day of July	<b>2</b> 005.				

CORPORATE SEAL

ceed its assets as ascertained in the manner provided by law.
same name(s) thereto by like order; and that the liabilities of said corporation do not ex-
so affixed by order of the Board of Directors of said corporation; that —he — signed the
said corporation; that the seal affixed to said instrument is such corporate seal; that it was
in and which executed the annexed instrument; that he know(s) the corporate seal of
of Hartford Accident and Indemnity Company , the corporation described
New Lenox, Illinois ; that he is/are the Attorney-in-fact
being by me duly sworn, did depose and say: that he reside(s) at
personally appeared William D. Miller , to me known, who,
On this 17th day of July 2005, before me personally appeared William D. Miller, to me known, who,

Surety Company Acknowledgment

·

CTTCIAL SEAL

Laurann Ricken

Notary Public, State of Hinois

My Commission Exp. 04/27/2008

A-8376-GNO8

8002/22/70 sanidas noissimmoo vi

(Notary Public, in and for the above County and State)

# **POWER OF ATTORNEY**

Direct Inquiries/Claims to:

4 \$ 6 E

# THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 83-551421

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Х	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert W. Kegley, Suellen Bottomley, Robert H. Walker, William D. Miller, R.L. McWethy, Kevin J. Scanlon of New Lenox, IL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz, Assistant Secretary

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka Notary Public

Notary Public
My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July~17, 2005

Signed and sealed at the City of Hartford.

















Yves Cantin, Assistant Vice President

Contract No. 1335R

#### IV. INSTRUCTIONS TO BIDDERS

## A. Examination Of Documents By Bidder

- 1. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Standard Terms and Conditions (Book 1); Project Information, Instructions, and Execution Documents (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder shall inspect in detail the site of the proposed Work and familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.
- 2. Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents the opinion of the Commission as to the location, character, or quantity of the materials encountered and is only included for the convenience of the Bidder. The Commission assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

## B. Interpretations Or Addenda

- 1. The Commission will not furnish oral interpretations of Contract Documents. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Any inquiry received ten (10) or more days prior to the date fixed for opening of bids will be considered. 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 at least five (5) days before bids are opened. Although all addenda will be mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.
- 2. If any such differences or conflicts are not called to the Commission's Representative's attention ten (10) days or more prior to submission of bids, the Commission's Representative shall decide which of the conflicting requirements will govern, and the Contractor shall perform the work at no additional cost to the Commission in accordance with the decision of the Commission's Representative.

## 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 of completing the Work as set forth in the Contract Documents.

## D. Pre-Qualification Of Bidders

1. Unless otherwise indicated in Part I "Project Information," the Commission has heretofore issued Request for Qualifications (RFQ) in order to approve the qualifications of firms to perform work on certain projects of the Commission. Responses to the RFQ were evaluated by the Commission on the basis of the firm's experience and past performance, technical qualifications, organization and equipment, financial resources, bonding and insurance capacity, and other factors deemed relevant by the Commission. Notice of pre-qualification has been provided by the Commission to all firms approved as "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Moreover, a firm that has been pre-qualified as a separate entity (e.g.

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sole proprietor, partnership, or corporation) is not eligible to submit a bid for this Contract as a joint venture with another pre-qualified firm unless such joint venture has been notified of its pre-qualification.

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, including completed form "Statement of Bidder's Qualifications" provided with this Book 2. 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. Competency 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.
- 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. Substitutions Prior To Bid Date

- 1. The Architect will consider written requests for substitutions received at least ten (10) days prior to bid date. Requests received after that time will not be considered.
- 2. The Architect shall consider only those requests accompanied by a copy of the Request for Substitution form, Exhibit Q, filled out completely, signed, and including the required attachments.
- Substitutions will not be considered if, in the opinion of the Architect, acceptance will require substantial revision of the Contract Documents.
- 4. Notification of approved substitutions will be made by addendum.

## G. Preparation of Bid

- 1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 2) 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 2 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.

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- 6. The Bid Documents shall include the following:
  - a) Contractor's Bid
  - b) Bid Guarantee
  - c) Administrative Fee
  - d) Basis of Award (Award Criteria)
  - e) Unit Prices
  - f) Affidavit of Non-collusion
  - g) Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
  - h) one (1) Schedule C for each MBE and WBE with its current letter(s) of certification
  - i) Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
  - i) Schedule E Request for Waiver from MBE/WBE Participation
  - k) Affidavit of Uncompleted Work
- 7. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
  - a) Financial Statement
  - b) Disclosure Affidavit
  - c) Affidavit of Local Business, including applicable documentation
  - d) Statement of Bidder's Qualifications
- 8. If the contract is open to bidders that are not pre-qualified as stated in Part I "Project Information" and Bidder is not pre-qualified, packages containing the forms for the financial statement, Disclosure Affidavit, Affidavit of Local Business, and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.
- 9. The Contractor is required to submit a fully executed Disclosure of Retained Parties within five (5) days of Notice of Award.

## H. Bid Guarantee: Deposit and Time Period

- 1. The Bid must be accompanied by a bid guarantee in the amount set forth in Part I.A. "General Project Information" to ensure:
  - 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.
- 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.
- The Bidder agrees that this bid may be held by the Commission for a period not exceeding ninety (90)
  days from the date fixed for the opening of bids and that the bid may not be withdrawn within that
  period.
- 4. If written notice of the acceptance of this Bid is mailed, telegraphed or 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.

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5. 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.

#### I. Administrative Fee

Each Bidder must submit with its bid a certified or cashiers' check in the amount set forth in Part I.A. "Administrative Fee" as an administrative fee for processing and handling of non-responsive bids. Upon award of the contract, the successful Bidder's check, and the checks of all Bidders whose bids are determined by the Commission to have been responsive, shall be returned to the Bidders submitting them. Should one or more bids be rejected by the Commission as non-responsive, the checks from the non-responsive Bidder or Bidders shall be deposited in the general funds of the Commission as an administrative fee to compensate the Commission for the costs of processing and handling the non-responsive bid or bids.

#### J. 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 and the Corporate seal must be affixed. 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).

#### K. Basis of Award (Award Criteria)

The Bidder shall complete the figures in the Award Criteria Formula to compute the Award Criteria Figure and complete the Trade Participation information. Such information shall be attached to the bid on the form provided. All calculations will be verified pursuant to instructions provided in the form.

#### L. Alternates

The Bidder shall indicate a price for each and every Alternate, if any, described in the Contract Documents.

## M. Unit Prices

- 1. The Bidder is required to complete the Unit Prices form in its entirety.
- 2. Unit prices provided may be used as the basis for adjustments to the Contract Price in the event that the quantities of Work required by the Contract Documents are increased or decreased. However, the Commission reserves the right to negotiate the Unit Prices.

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3. Unit Prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision, and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours, and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage, or difficulties shall be made.

## N. 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.

#### O. MBE and WBE Commitments

Pursuant to Article 23 "MBE/WBE Special Conditions, each Bidder shall submit with its Bid affidavits and supporting documents describing the extent to which Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") firms will participate in the Contract.

## P. 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.

## Q. Bidder's Financial Statement

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier then the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

#### R. Disclosure Affidavit

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Disclosure Affidavit pursuant to Section 21.13 "Disclosure Affidavit."

## S. Affidavit of Local Business

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Affidavit of Local Business with current documentation as required in Section 21.18 "Local Business Preference."

## T. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

#### U. Disclosure of Retained Parties

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The lowest responsible and responsive Bidder shall submit a fully executed Disclosure of Retained Parties pursuant to the instructions on said document.

#### V. Submission of Bid

- 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.
- 3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals and provided "BID MODIFICATIONS TO SEALED PROPOSAL" is marked 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.

## W. Withdrawal Of Bids Before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, telegraphic 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.

## X. 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.

## Y. 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. Errors in the bid breakdown may result in a non-responsive bid.
- 2. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
- 3. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

## Z. Award Of Contract; Rejection Of Bids

- 1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria, as defined herein, complying with the conditions set forth in the Contract Documents. However, if the local business preference is applicable, the determination of the lowest responsible bidder will be made after a two percent (2%) local business preference is applied to the Award Criteria of all Bidders that do not meet the conditions defined in Section 21.18 "Local Business Preference."
- 2. The Bidder to whom the award is made will be notified at the earliest possible date.
- 3. Upon award of Contract, the Commission will process the Contract for final execution.

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4. 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.

## AA. Performance and Payment Bond and Insurance

- Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall 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.
- 2. The Performance and Payment Bond shall be in the form herein and 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.
- 3. 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.

## BB.Order of Precedence of Components of the Contract Documents

- The order of precedence of the components of the Contract Documents shall be as follows:
  - a) Standard Terms and Conditions (Book 1);
  - b) Addenda, if any;
  - c) Drawings;

- d) Technical Specifications;
- e) Project Information, Instructions, and Execution Documents (Book 2);
- f) Advertisement for proposals (copy of advertisement to be attached to back of cover); and
- Performance and Payment Bond, if required.
- 2. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

#### CC. Protests

 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.

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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.

# Cook County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	osh	H/W	Pensn	Vac	Trng
	===	===	=									
ASBESTOS ABT-GEN		ALL			29.750					3.440		
ASBESTOS ABT-MEC		BLD			24.800					5.520	_	
BOILERMAKER		BLD			40.140					6.260		
BRICK MASON		BLD		-	35.260					6.340		
CARPENTER		ALL		_	35.820					4.860		
CEMENT MASON		ALL			36.650					4.400		
CERAMIC TILE FNSHER		BLD		25.450						4.350		
COMM. ELECT.		$_{ m BLD}$			33.390					5.270		
ELECTRIC PWR EQMT OP		ALL			39.550					8.120		
ELECTRIC PWR GRNDMAN		ALL			39.550					6.330		=
ELECTRIC PWR LINEMAN		ALL			39.550					8.120		
ELECTRICIAN		ALL			37.250					6.430		
ELEVATOR CONSTRUCTOR		BLD			43.870					3.420		
FENCE ERECTOR		ALL			26.090					6.740		
GLAZIER		BLD			31.000			_		8.450		
HT/FROST INSULATOR		$_{ m BLD}$			33.400					8.360		
IRON WORKER		$\mathbf{ALL}$			36.350					10.27		
LABORER		ALL			29.750					3.440		
LATHER		$_{ m BLD}$		=	35.820					4.860		
MACHINIST		BLD		34.540	36.290					4.100		
MARBLE FINISHERS		$_{ m ALL}$		25.050	0.000					6.340		
MARBLE MASON		BLD			35.260					6.340		
MILLWRIGHT		ALL			35.820					4.860		
OPERATING ENGINEER				37.600						4.850		
OPERATING ENGINEER				36.300						4.850		
OPERATING ENGINEER				33.750						4.850		
OPERATING ENGINEER				32.000						4.850		
OPERATING ENGINEER				42.700						4.850		
OPERATING ENGINEER				41.200						4.850		
OPERATING ENGINEER				36.650						4.850		
OPERATING ENGINEER				30.500						4.850		
OPERATING ENGINEER				35.800						4.850		
OPERATING ENGINEER				35.250						4.850		
OPERATING ENGINEER				33.200			-			4.850		
OPERATING ENGINEER				31.800						4.850		
OPERATING ENGINEER				30.600						4.850		
ORNAMNTL IRON WORKER		ALL		32.300						9.690		
PAINTER		ALL			36.110					4.900		
PAINTER SIGNS		BLD			28.660					2.040		
PILEDRIVER		ALL			35.820					4.860		
PIPEFITTER		BLD			37.000					5.600		
PLASTERER		BLD			32.500					6.100		
PLUMBER		BLD			39.100					3.440		
ROOFER		BLD			33.950					2.950		
SHEETMETAL WORKER		BLD			36.070					7.850		
SIGN HANGER		BLD		23.750						2.000		
SPRINKLER FITTER		BLD			36.500							
STEEL ERECTOR		ALL		34.850						10.27		
STONE MASON		BLD		32.050						6.340 4.750		
TERRAZZO FINISHER		BLD			0.000					6.150		
TERRAZZO MASON		BLD		30.050						5.350		
TILE MASON		BLD		31.000						1.875		
TRAFFIC SAFETY WRKR	13	HWY	3	22.800 28.050						3.300		
TRUCK DRIVER	E			28.050						3.200		
TRUCK DRIVER	E	بلط	2	27.130	∠/,53U	1.3	± • →	£.U	Z.ZUU	J. 200	5.000	5.000

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1.5 2.0 4.200 3.200 0.000 0.000
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TRUCK DRIVER
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TRUCK DRIVER
                                                 1.5 2.0 5.350 3.100 0.000 0.000
                    W ALL 4 28.450 28.450 1.5
TRUCK DRIVER
                                                 1.5 2.0 4.210 5.840 0.000 0.400
                       BLD
                             33.500 34.500 1.5
TUCKPOINTER
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#### Legend:

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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)

Penson (Pension)

Vac (Vacation)

Trng (Training)
```

# **Explanations**

COOK COUNTY

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical

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

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand

and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any 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 mateiral 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 installatin 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 experiors 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 experior which sare installed in a similar manner.

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or 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.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; 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; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; 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. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; 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 (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu.yd.).
- Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

- Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).
- Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.
- Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.
- Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.
- OPERATING ENGINEERS HEAVY AND HIGHWAY CONSTRUCTION
  Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer
  Combination; Asphalt Heater Scarfire; Asphalt Spreader;
  Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes
  with Caisson attachment; Ballast Regulator; Belt Loader; Caisson
  Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front
  Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with
  attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor;
  Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube
  Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco &
  Machines of a like nature; Crete Crane; Crusher, Stone, etc.;
  Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine

with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; 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; 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; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory 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; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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

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

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 618/993-7271 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.



July 12, 2005

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

Ike Hong Pacific Construction Services 33 W. Monroe, Suite 2100 Chicago, IL 60603

BOARD OF COMMISSIONERS

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Chicago Federation of Labor

**Executive Director** MONTEL M. GAYLES

Assistant Treasurer JOHN E. WILSON John E. Wilson, Ltd. Certified Public Accountants

EDGRICK C. JOHNSON

Assistant Secretary JOE HARMENING RE: **Notice of Award** 

Contract No.: 1335R

Type of Work: General Work Project: 4th Ward Yard

Dear Mr. Hong:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on July 12, 2005 the Commission awarded to your company Contract No. 1335R in the amount of \$1,748,999.00.

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. Also enclosed, please find the Disclosure of Retained Parties form. 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 July 19, 2005.

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

Sincerely,

Montel M. Gayles Executive Director

cc:

G. Shriver Trinal

J. McGleam, Dept. of General Services



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

BOARD OF COMMISSIONERS

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DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook County

MARÍA SALDAÑA President Chicago Park District

CYNTHIA M. SANTOS Commissioner Metropolitan Water Reclamation District

SAMUEL WM. SAX Chairman

Financial Relations, Inc.

MICHAEL W. SCOTT President

Chicago Board of Education JOHN H. STROGER, JR.

President

Board of Commissioners of Cook County

DON TURNER

President Emeritus Chicago Federation of Labor

Executive Director MONTEL M. GAYLES

Assistant Treasurer JOHN E. WILSON John E. Wilson, Ltd. Certified Public Accountants

Secretary EDGRICK C. JOHNSON

Assistant Secretary JOE HARMENING

August 3, 2005

Ike Hong Pacific Construction Services 33 W. Monroe, Suite 2100 Chicago, IL 60603

**RE: NOTICE TO PROCEED** 

Contract No.: 1335R Project No.: CS-083

Type of Work: General Construction

Project: 4<sup>th</sup> Ward Yard Department of Streets and Sanitation

Dear Mr. Hong:

Pursuant to Contract No.1335R, which was awarded to your firm on July 12, 2005 you are hereby notified that the commencement date for this project is August 4, 2005.

Pursuant to the Contract, all work must be completed within 217 consecutive calendar days of the commencement date. The substantial completion date is established as March 9, 2006. Your attention is directed to Section I. F of Book 2 of the Contract regarding Liquidated Damages for failure to complete the work by the completion date.

In accordance with Section 15.02.3 of Book 1, the invoice target date is established as the 15th day of each month. Such invoice shall cover work performed as of the last day of the previous month. If the target date falls on a weekend or holiday; your payment application must be received on the next business day. Failure to submit payment applications as directed constitutes an event of default and may result in payment delays.

The administration and inspection of the work included in this Contract is under the direction of the Public Building Commission. City of Chicago, Department of General Services will perform as the Commission's Owner's Representative. Please submit the original and three copies of all correspondence pertaining to this work to:

Name:

Ozvaldo Rodriguez

Company:

Rodriguez and Associates



Address:

150 N. Michigan Avenue, Suite 1120

Chicago, IL 60601

along with a copy to Glenn Shriver, the Commission's Project Manager. Please reference the PBC project number and Contract Number on all correspondence.

This Notice To Proceed authorizes you to enter upon the project site and commence with the work on August 4, 2005.

This Notice To Proceed does not authorize any of your subcontractors to enter upon the project site or to commence any work prior to subcontractor approval by the Commission's representative pursuant to Section 19.03 of Book 1 "Standard Terms and Conditions for Construction Contacts".

Sincerely, Monty M Hay h

**Public Building Commission of Chicago** 

Montel M. Gayles Executive Director

MMG/jm

Cc:

Jack Brankin

Montel Gayles Jerry McGleam Julia Sportolari

Nancy Jahnel

Trinal