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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1497

**COMFORT STATIONS at
Osterman, 5701 N. Lakeshore Drive
and 40th Street Beach, 4101 S. Lakeshore Drive
NEW CONSTRUCTION
PROJECT #11130 and 11140**

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Erin Lavin Cabonargi
Executive Director**

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

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

AUGUST 2009(Rev. 1)

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- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**
- 2. Insurance Requirements**
- 3. Community Area Map**

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I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 2A, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

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

**COMFORT STATIONS at
Osterman, 5701 N. Lakeshore Drive
and 40th Street Beach, 4101 S. Lakeshore Drive
NEW CONSTRUCTION
PROJECT #11130 and 11140**

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

2. General Description of Scope of Work:
 - a. As further described in the detailed specifications and drawings, each building is approximately 2,500 sf comfort stations with men's and women's restrooms, a family restroom, lifeguard office with lockers, restroom and shower, concession space, and mechanical/utility rooms.
 - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$3,000,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Park District
5. Project is located in Ward: 4th and 48th
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Edgewater and Uptown Community Areas for [Osterman Beach] and Oakland and Kenwood Community Areas for [40th Street Beach] as designated on Exhibit# 3 Community Area Maps.

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7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) janicemeeks@cityofchicago.org or (fax) 312-744-3572
8. Documents Available at: Best Imaging Solutions, 20 E. Randolph, Chicago, IL, 312-357-9050
9. Online Construction Documents Available at:
<https://www.designbidbuild.net/BestImaging/new?PBC>
10. Pre-Bid Meeting Date, Time, and Location: Friday, October 16, 2009 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. *Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Tuesday, October 20, 2009 at 10:00AM, in room CL115

*NOTE: Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. Bid Opening Date and Time: Wednesday, October 28, 2009 at 2:00PM
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contingency Fund: \$80,000.00
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
18. Source of Funding: City of Chicago

B. Time of Completion

Substantial Completion of the Work must be achieved no later than (180) Days after the Notice to Proceed.

C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$80,000.00
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. Copies of Drawings and Specifications Furnished

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

E. Liquidated Damages

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

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Substantial Completion of Phase (s), Milestones, or Project	\$2,500 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

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

F. Prevailing Wage Rates

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

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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, email; janicemeeks@cityofchicago.org or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

C. Inspection of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

D. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

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F. Preparation of Bid

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

G. Bid Deposit:

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

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3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

H. Bidder's Execution of Bid

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

I. Affidavit of Non-Collusion

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

J. MBE and WBE Commitments

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

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

K. Local Business Subcontracting Participation and Community Hiring

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

1. Local Subcontracting Requirement
 - a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.

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

L. Affidavit of Uncompleted Work

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

M. Bidder's Financial Statement

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

N. Disclosure Affidavit

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

O. Statement of Bidder's Qualifications

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for

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Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

P. Disclosure of Retained Parties

The apparent low Bidder and the apparent 2nd low bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

Q. Submission of Bid

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

R. Withdrawal of Bids before Bid Opening

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

S. Opening of Bids

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

T. Evaluation of Bids

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

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U. Basis of Award

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

V. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
 - a) Insurance To Be Provided By the Contractor
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

X. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening

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date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

Y. Licensing

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

Z. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, November 18, 2009 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1497, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

Addendum #1 - 10/20/09

Addendum #4 - 11/2/09

Addendum #2 - 10/26/09

Addendum #3 - 10/27/09

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

BID FORM

	AMOUNT
Work	\$ 2,801,142.00
Site Work Allowance	\$46,000.00
Commission's Contingency Fund	\$80,000.00
TOTAL BASE BID	\$ 2,927,142.00

AWARD CRITERIA FIGURE

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

\$ 2,799,518.00

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

Travelers Casualty and Surety Company of America

One Tower Square

Hartford CT 06183

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

SITE WORK ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$16.00
24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00

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

Total Allowance Fund = \$46,000.00

NOTES:

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

B. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Edgwick Johnson
Secretary

[Signature]
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Pacific Construction Services, Inc.
Contractor Name

4700 N. Ravenswood, Suite B
Address Chicago IL 60640

If a Corporation:

By [Signature]

President
Title of Signatory

ATTEST:

By [Signature]

Secretary
Title

CORPORATE SEAL

If a Partnership:

N/A

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

N/A

Signature _____

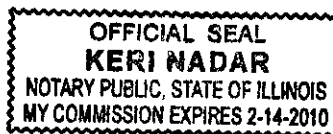
NOTARY PUBLIC

County of Cook State of IL
Subscribed and sworn to before me on this 28th day of Oct., 2009.

[Signature]

(SEAL)

Notary Public Signature
Commission Expires: 2-14-2010



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

C. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

Pacific Construction Services, Inc.

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on October 26, 2007, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated 10/28, 2009 to the Public Building Commission of Chicago, for Contract No. 1497 of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President: Ike Hong
Vice President: Rick Goldman
Secretary: Luigi Storino
Treasurer: N/A
Assistant Secretary: N/A

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 26th day of Oct., 2009.

Luigi Storino
Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO

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V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

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

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>2,927,142.00</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>58,543.00</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>43,907.00</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.5</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>14,636.00</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>.104</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>4,683.00</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.05</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>4,391.00</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>.05</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>1,464.00</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>127,623.00</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>2,799,518.00</u>

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 2,799,518.00

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

- a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

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

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

PUBLIC BUILDING COMMISSION OF CHICAGO

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- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

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

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

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

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

PUBLIC BUILDING COMMISSION OF CHICAGO

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6. Major Trades

- | | |
|-------------------------|--|
| Asbestos Workers | Operating Engineers |
| Boiler Makers | Painters |
| Bricklayers | Pile Driver Mechanics |
| Carpenters | Pipe Fitters/Steam Fitters |
| Cement Masons | Plasterers |
| Electricians | Plumbers |
| Elevator Construction | Roofers |
| Glaziers | Sheet Metal Workers |
| Mechanists | Sprinkler Fitters |
| Machinery Movers | Steel Fabricators (in shop or on-site) |
| Ornamental Iron Workers | Technical Engineers |
| Lathers | Tuck Pointers |

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
<u>Brick Layer</u>	<u>70</u>
<u>Carpenter</u>	<u>60</u>
<u>Cement Mason</u>	<u>50</u>
<u>Operating Engineer</u>	<u>50</u>
<u>Painter</u>	<u>70</u>
<u>Pipe Fitter / Steam Fitter</u>	<u>20</u>
<u>Roofer</u>	<u>50</u>
<u>Plumber</u>	<u>20</u>
<u>Sheet Metal Worker</u>	<u>30</u>
<u>Steel Fabricator</u>	<u>40</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Ike Hong, being first duly sworn, deposes and says that:

(1) He/She is President
Pacific Construction Services, Inc.
the Bidder that has submitted the attached Bid;

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

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

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

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

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

[Signature]
(Signed)

President

(Title)
Subscribed and sworn to before me this 25th day of Oct. 2009

Keri Nadar

Notary

(Title)
My Commission expires: 2-14-2010



PUBLIC BUILDING COMMISSION OF CHICAGO

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COMFORT STATIONS

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture

N/A

2. Address of joint venture

3. Phone number of joint venture

4. Identify the firms that comprise the joint venture

A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

D. Describe any loan agreements between joint venturers, and identify the terms thereof.

PUBLIC BUILDING COMMISSION OF CHICAGO

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COMFORT STATIONS

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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COMFORT STATIONS

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

On this ____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state

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)

that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: Comfort Stations at Osterman and 40th Street Beach

Project Number: 11130 / 11140

FROM:

Pacific Construction Services, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Pacific Construction Services and Public Building Commission of Chicago
(Name of General Bidder) Inc.

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

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 1/30/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

General Contracting, Carpentry

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

\$ 702,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Pacific Construction Services, Inc.

Name of MBE/WBE Firm (Print)

10/28/09

Date

773-290-1600

Phone


Signature

Ike Hong

Name (Print)

IF APPLICABLE: N/A

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
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11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

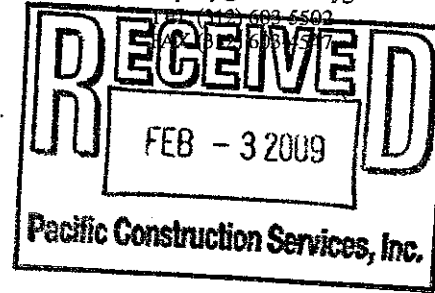
BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304

E-MAIL: bherry@cookcounty.gov.com

January 30, 2009

Mr. Ike Hong, President
Pacific Construction Services, Inc.
4700 N. Ravenswood, Suite B
Chicago, IL 60640



Annual Certification Expires: March 31, 2010

Dear Mr. Hong:

Congratulations on your continued eligibility for Certification as an **MBE (8)** by Cook County Government. This **MBE (8)** Certification is valid until **March 31, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **March 31, 2010**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (8)** vendor 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 County in any inquiry or investigation. Removal of your status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Construction: General Contractor; Construction Management

Your firm's participation on Cook County contracts will be credited toward **MBE (8)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (8)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Director
BHP/es

Enclosed: No Change Affidavit



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1497
COMFORT STATIONS

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

Name of Project: Comfort Stations at Osterman and 40th Street Beach

Project Number: 11130 / 11140

FROM:

RANGEL CONSTRUCTION SERVICES MBE WBE
(Name of MBE or WBE)

TO:

Pacific Construction Services and Public Building Commission of Chicago
(Name of General Bidder) Inc.

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

_____ a Sole Proprietor
_____ a Partnership

a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9-4-2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Excavation

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

\$ 180,000

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No.1497
COMFORT STATIONS

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

RANGEL CONSTRUCTION SERVICES

Name of MBE/WBE Firm (Print)

11-04-09

Date

108-478-1689

Phone

Rhonda Rangel

Signature

RHONDA RANGEL

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER M. SILVESTRI	50th Dist.
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JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO NALDONADO	8th Dist.	ANTHONY J. PERAINA	16th Dist.
		ELIZABETH ANN DODDY GORRAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCEBETTY HANCOCK PERRY
DIRECTOR118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

September 4, 2009

Ms. Rhonda Rangel-Vandenberg, President
Rangel Construction Services, Inc.
9850 W. 190th Street, Suite K
Mokena, IL 60448

Annual Certification Expires:

September 4, 2010

Dear Ms. Rangel-Vandenberg:

We are pleased to inform you that Rangel Construction Services, Inc. has been certified as an **MBE (9) WBE** by Cook County Government. This **MBE (9) WBE** Certification is valid until **September 4, 2012**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 4, 2010**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (9) WBE** vendor 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 County in any inquiry or investigation. Removal of status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Construction Services: Concrete Work; Pumps and Excavating

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** or **WBE** goals in your area(s) of specialty. While your participation on Cook County 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 Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Director
BHP/es



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

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

Name of Project: Comfort Stations at Osterman and 40th Street Beach

STATE OF ILLINOIS }

SS

COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Ike Hong/President

Title and duly authorized representative of

Pacific Construction Services, Inc.

Name of General Contractor whose address is

4700 N. Ravenswood, Suite B, Chicago IL 60640

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Pacific Const.</u>	<u>General Cont.</u>	<u>\$702,000.00</u>	<u>\$</u>
<u>Kangel Construction</u>	<u>Excavation</u>	<u>\$</u>	<u>\$180,000</u>
		<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
Total Net MBE/WBE Credit		<u>\$702,000</u>	<u>\$180,000</u>
Percent of Total Base Bid		<u>24</u> %	<u>6</u> %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

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

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Pacific Construction Services, Inc.

Name of Contractor (Print)

Date

10/28/09
773-290-1600

Phone

IF APPLICABLE:

N/A

By:

Joint Venture Partner (Print)

Date

Phone/FAX


Signature

Ike Hong
Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

N/A

Dear Mrs. Cabonargi:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

Affidavit Of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	Awards Pending	TOTALS
Project						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
TOTALS						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

C. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

Affidavit of Uncompleted Work

A. Work Under Contract

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

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
CONTRACT WITH	Public Building Commission of Chicago	Public Building Commission of Chicago	U.S. ARMY CORPS OF ENGINEERS	U.S. ARMY CORPS OF ENGINEERS		
ESTIMATED COMPLETION DATE	Sep-09	Sep-09	Mar-10	Mar-10		
TOTAL CONTRACT PRICE	\$ 787,977.85	\$ 953,823.89	\$ 7,188,407.00	\$ 12,349,426.00		\$ 21,279,634.74
Uncompleted Dollar Value if Firm is the GC	\$ 338,977.85	\$ 144,863.89	\$ 1,648,425.00	\$ 2,823,137.40		\$ 4,755,404.14
Uncompleted Dollar Value if Firm is a Subcontractor	\$ 224,500.00	\$ 569,460.00	\$ 3,122,795.08	\$ 5,855,854.35		\$ 9,772,609.43
					TOTAL VALUE OF ALL WORK	\$ 14,528,013.57

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

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

PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	TOTALS
Earthwork	N/A	N/A	N/A	N/A		\$ -
Demolition	N/A	N/A	N/A	N/A		\$ -
Sewer and Drain	N/A	N/A	N/A	N/A		\$ -
Foundation	N/A	N/A	N/A	N/A		\$ -
Painting	N/A	N/A	N/A	N/A		\$ -
Struct. Steel (Bldg Const.)	N/A	N/A	N/A	N/A		\$ -
Ornamental Steel (Bldg Construction)	N/A	N/A	N/A	N/A		\$ -

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
Miscellaneous Concrete	N/A	N/A	N/A	N/A		\$ -
Fireproofing	N/A	N/A	N/A	N/A		\$ -
Masonry	N/A	N/A	N/A	N/A		\$ -
H.V.A.C.	N/A	N/A	N/A	N/A		\$ -
Mechanical	N/A	N/A	N/A	N/A		\$ -
Electrical	N/A	N/A	N/A	N/A		\$ -
Plumbing	N/A	N/A	N/A	N/A		\$ -
Roofing & Sheet Metal	N/A	N/A	N/A	N/A		\$ -
Flooring & Tile Work	N/A	N/A	N/A	N/A		\$ -
Drywall & Plaster Work	N/A	N/A	N/A	N/A		\$ -
Ceiling Construction	N/A	N/A	N/A	N/A		\$ -
Hollow Metal & Hardware	N/A	N/A	N/A	N/A		\$ -
Glazing & Caulking	N/A	N/A	N/A	N/A		\$ -
Miscellaneous Arch. Work	N/A	N/A	N/A	N/A		\$ -
Landscaping	N/A	N/A	N/A	N/A		\$ -
Fencing	N/A	N/A	N/A	N/A		\$ -
Others (List) - BOND; CONTINGENCY	N/A	N/A	\$ 58,127.00	\$ 547,766.00		\$ 605,893.00
GENERAL CONDITIONS & MOBILIZATION	\$ 338,977.85	\$ 144,863.89	\$ 1,590,298.00	\$ 2,075,371.40		\$ 4,149,511.14
O.H./ FEE						\$ -
TOTALS	\$ 338,977.85	\$ 144,863.89	\$ 1,648,425.00	\$ 2,623,137.40	\$ -	\$ 4,755,404.14

C. Work Subcontracted to Others

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

PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	Sub-Total

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
SUBCONTRACTOR	T & D EXCAVATION	BARONE CONTRACTORS	EPSTEIN	A.P. EPSTEIN		
TYPE OF WORK	SITE MECHANICAL	SITE DRAINAGE	ARCH CONSULTANT	ARCHITECTURAL DESIGN		
SUBCONTRACT PRICE	\$ 449,000.00	\$ 230,000.00	\$ 318,955.00	\$ 799,470.00		\$ 1,797,425.00
AMOUNT UNCOMPLETED	\$ 224,500.00	\$ 162,000.00	\$ 49,993.17	\$ 14,928.70		\$ 451,421.87
SUBCONTRACTOR		ROBERT EBL	NEGWER MATERIAL	HENKELS & MCCOY		
TYPE OF WORK		LANDSCAPING	WALL/TRUSS DESIGN	ARCHITECTURAL CONSULTANT		
SUBCONTRACT PRICE		\$ 41,250.00	\$ 15,050.00	\$ 52,686.00		\$ 108,986.00
AMOUNT UNCOMPLETED		\$ 41,250.00	\$ -	\$ 8,954.16		\$ 50,204.16
SUBCONTRACTOR		ACTION FENCE	TBD	TBD		
TYPE OF WORK		FENCING	DEMOLITION	DEMOLITION		
SUBCONTRACT PRICE		\$ 59,000.00	\$ 163,326.00	\$ 156,060.00		\$ 378,386.00
AMOUNT UNCOMPLETED		\$ 59,000.00	\$ 163,326.00	\$ 156,060.00		\$ 378,386.00
SUBCONTRACTOR		VIXEN CONSTRUCTION	GELLY EXCAVATING	GELLY EXCAVATION		
TYPE OF WORK		CAST-IN-PLACE CONCRETE	EARTHWORK & SITE UTILITIES	EARTHWORK & SITE UTILITIES		
SUBCONTRACT PRICE		\$ 85,021.00	\$ 171,177.00	\$ 321,815.00		\$ 578,013.00
AMOUNT UNCOMPLETED		\$ 85,021.00	\$ 57,177.00	\$ 78,989.00		\$ 221,187.00
SUBCONTRACTOR		SANCHEZ PAVING	SURMEIER & SURMEIER	SURMEIR & SURMEIR		
TYPE OF WORK		ASPHALT PAVING	ASPHALT PAVING / CONCRETE	CONCRETE / ASPHALT PAVING		
SUBCONTRACT PRICE		\$ 19,000.00	\$ 254,455.00	\$ 445,595.00		\$ 719,050.00
AMOUNT UNCOMPLETED		\$ 19,000.00	\$ 231,315.15	\$ 421,574.60		\$ 671,889.75
SUBCONTRACTOR		EVERGUARD SURFACING	BELLEVILLE FENCE COMPANY	NEGWER MATERIALS		
TYPE OF WORK		RESILIENT PLAY SURFACE	FENCES & GATES	TRUSSES		
SUBCONTRACT PRICE		\$ 59,864.00	\$ 38,701.00	\$ 134,975.00		\$ 233,540.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
AMOUNT UNCOMPLETED		\$ 59,864.00	\$ 38,701.00	\$ 48,880.00		\$ 147,445.00
SUBCONTRACTOR		CENTRAL LAWN	SCOTT'S LANDSCAPING	RUSS ERLINGER		
TYPE OF WORK		SITE UNDERGROUND PLUMBING	LANDSCAPING	CRANE FOR TRUSSES		
SUBCONTRACT PRICE		\$ 66,000.00	\$ 108,000.00	\$ 14,130.00		\$ 188,130.00
AMOUNT UNCOMPLETED		\$ 59,500.00	\$ 108,000.00	\$ -		\$ 167,500.00
SUBCONTRACTOR		GREAT LAKES ELECTRIC	GROUND FOR PLAY	TBD		
TYPE OF WORK		ELECTRICAL	PLAYGROUND EQUIPMENT	FENCES & GATES		
SUBCONTRACT PRICE		\$ 42,000.00	\$ 341,130.00	\$ 32,840.00		\$ 415,970.00
AMOUNT UNCOMPLETED		\$ 17,000.00	\$ 230,675.00	\$ 32,840.00		\$ 280,515.00
SUBCONTRACTOR		C-TEC	BRUCE CONCRETE	SCOTT'S LANDSCAPING		
TYPE OF WORK		WASTE COMPACTOR	CONCRETE	LANDSCAPING		
SUBCONTRACT PRICE		\$ 31,825.00	\$ 256,810.00	\$ 140,800.00		\$ 429,435.00
AMOUNT UNCOMPLETED		\$ 31,825.00	\$ 46,810.00	\$ 140,800.00		\$ 219,435.00
SUBCONTRACTOR		EPI	TOENJES BRICK	BRUCE CONCRETE		
TYPE OF WORK		EARTHWORK	MASONRY	CAST IN PLACE CONCRETE		
SUBCONTRACT PRICE		\$ 175,000.00	\$ 178,990.00	\$ 389,246.00		\$ 743,236.00
AMOUNT UNCOMPLETED		\$ 35,000.00	\$ 89,990.00	\$ 115,026.00		\$ 240,016.00
SUBCONTRACTOR			MARTIN STEEL	BARTON ELECTRIC		
TYPE OF WORK			STRUCTURAL STEEL	ELECTRICAL		
SUBCONTRACT PRICE			\$ 152,534.00	\$ 93,950.00		\$ 246,484.00
AMOUNT UNCOMPLETED			\$ -	\$ 7,467.00		\$ 7,467.00
SUBCONTRACTOR			HAGARTY IRON	ST. LOUIS PRESTRESS		
TYPE OF WORK			STRUCTURAL STEEL (ERECTION)	PRECAST CONCRETE		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
SUBCONTRACT PRICE			\$ 29,500.00	\$ 12,500.00		\$ 42,000.00
AMOUNT UNCOMPLETED			\$ -	\$ -		\$ -
SUBCONTRACTOR			STEVENS IND	TOENJES BRICK		
TYPE OF WORK			FINISH CARPENTRY	MASONRY		
SUBCONTRACT PRICE			\$ 86,896.00	\$ 675,264.00		\$ 762,160.00
AMOUNT UNCOMPLETED			\$ 86,896.00	\$ 577,264.00		\$ 664,160.00
SUBCONTRACTOR			CONSTRUCTION SPECIALTY PROD	MARTIN STEEL		
TYPE OF WORK			MEMBRANE ROOFING	STRUCTURAL STEEL		
SUBCONTRACT PRICE			\$ 354,360.00	\$ 267,161.00		\$ 621,521.00
AMOUNT UNCOMPLETED			\$ 210,360.00	\$ -		\$ 210,360.00
SUBCONTRACTOR			RUSS ERLINGER	PACIFIC / R & W / NEGWER		
TYPE OF WORK			ROOF TRUSS CRANE	ROUGH CARPENTRY		
SUBCONTRACT PRICE			\$ 11,800.00	\$ 251,643.00		\$ 263,443.00
AMOUNT UNCOMPLETED			\$ 4,510.00	\$ 58,963.16		\$ 63,473.16
SUBCONTRACTOR			FABRI-TECH	TBD		
TYPE OF WORK			LOUVERS	ARCHITECTURAL WOODWORK		
SUBCONTRACT PRICE			\$ 37,419.00	\$ 20,077.00		\$ 57,496.00
AMOUNT UNCOMPLETED			\$ 35,319.00	\$ 20,077.00		\$ 55,396.00
SUBCONTRACTOR			LYON IND	CONSTRUCTION SPECIALTY PROD		
TYPE OF WORK			DOORS / FRAMES / HARDWARE	MEMBRANE ROOFING		
SUBCONTRACT PRICE			\$ 100,444.00	\$ 470,216.00		\$ 570,660.00
AMOUNT UNCOMPLETED			\$ 46,531.00	\$ 470,216.00		\$ 516,747.00
SUBCONTRACTOR			ST. JACOB GLASS	HAGARTY IRON		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
TYPE OF WORK			STOREFRONT	STRUCTURAL STEEL ERECTION		
SUBCONTRACT PRICE			\$ 161,405.00	\$ 68,979.00		\$ 230,384.00
AMOUNT UNCOMPLETED			\$ 161,405.00	\$ 23,979.00		\$ 185,384.00
SUBCONTRACTOR			REBEL	PACIFIC / R & W		
TYPE OF WORK			INSULATION	JOINT SEALANTS		
SUBCONTRACT PRICE			\$ 18,570.00	\$ 11,000.00		\$ 29,570.00
AMOUNT UNCOMPLETED			\$ 18,570.00	\$ 11,000.00		\$ 29,570.00
SUBCONTRACTOR			FLOORING SYSTEMS	LYON IND		
TYPE OF WORK			VCT FLOORING	DOORS/FRAMES/HARDWARE		
SUBCONTRACT PRICE			\$ 122,505.00	\$ 102,400.00		\$ 224,905.00
AMOUNT UNCOMPLETED			\$ 122,505.00	\$ 87,482.00		\$ 209,987.00
SUBCONTRACTOR			LINDER'S	PACIFIC / R & W		
TYPE OF WORK			PAINTING	ACCESS DOORS/FRAMES		
SUBCONTRACT PRICE			\$ 68,122.00	\$ 7,000.00		\$ 75,122.00
AMOUNT UNCOMPLETED			\$ 68,122.00	\$ 7,000.00		\$ 75,122.00
SUBCONTRACTOR			2/90 SIGN SYSTEMS	TBD		
TYPE OF WORK			SIGNAGE	OVERHEAD DOORS		
SUBCONTRACT PRICE			\$ 11,930.00	\$ 3,000.00		\$ 14,930.00
AMOUNT UNCOMPLETED			\$ 11,930.00	\$ 3,000.00		\$ 14,930.00
SUBCONTRACTOR			B & J PEERLESS	ST. JACOB GLASS		
TYPE OF WORK			KITCHEN EQUIP	GLASS & GLAZING		
SUBCONTRACT PRICE			\$ 37,322.00	\$ 92,910.00		\$ 130,232.00
AMOUNT UNCOMPLETED			\$ 27,335.84	\$ 92,910.00		\$ 120,245.84
SUBCONTRACTOR			TBD	PACIFIC / R & W / NEGWER		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
TYPE OF WORK			ASBESTOS MONITORING	DRYWALL / ACCOUSTICAL CEILINGS		
SUBCONTRACT PRICE			\$ 39,213.00	\$ 693,093.00		\$ 732,306.00
AMOUNT UNCOMPLETED			\$ 39,213.00	\$ 664,536.14		\$ 703,749.14
SUBCONTRACTOR			TBD	FLOORING SYSTEMS		
TYPE OF WORK			FIRE EXTINGUISHERS	CERAMIC TILE		
SUBCONTRACT PRICE			\$ 9,700.00	\$ 163,560.00		\$ 173,260.00
AMOUNT UNCOMPLETED			\$ 9,700.00	\$ 163,560.00		\$ 173,260.00
SUBCONTRACTOR			FIRE PROTECTION SYSTEMS	TBD		
TYPE OF WORK			FIRE PROTECTION PIPING	FLUID-APPLIED FLOORING		
SUBCONTRACT PRICE			\$ 111,005.00	\$ 4,450.00		\$ 115,455.00
AMOUNT UNCOMPLETED			\$ 36,163.75	\$ 4,450.00		\$ 40,613.75
SUBCONTRACTOR			WELLS PLUMBING	TBD		
TYPE OF WORK			PLUMBING	PAINTING		
SUBCONTRACT PRICE			\$ 245,982.00	\$ 70,406.00		\$ 316,388.00
AMOUNT UNCOMPLETED			\$ 107,680.00	\$ 70,406.00		\$ 178,086.00
SUBCONTRACTOR			BELLEVILLE MECH	TBD		
TYPE OF WORK			HVAC	TOILET PARTITIONS		
SUBCONTRACT PRICE			\$ 883,419.00	\$ 12,262.00		\$ 895,681.00
AMOUNT UNCOMPLETED			\$ 511,086.00	\$ 12,262.00		\$ 523,348.00
SUBCONTRACTOR			BRIC PARTNERSHIP	TBD		
TYPE OF WORK			BUILDING COMM	WALL & CORNER GUARDS		
SUBCONTRACT PRICE			\$ 32,500.00	\$ 15,000.00		\$ 47,500.00
AMOUNT UNCOMPLETED			\$ 32,500.00	\$ 15,000.00		\$ 47,500.00
SUBCONTRACTOR			BARTON ELECTRIC	TBD		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
TYPE OF WORK			ELECTRICAL	SIGNAGE		
SUBCONTRACT PRICE			\$ 500,841.00	\$ 19,398.00		\$ 520,239.00
AMOUNT UNCOMPLETED			\$ 156,841.00	\$ 19,398.00		\$ 176,239.00
SUBCONTRACTOR			NETCOM	PETERSON GROUP		
TYPE OF WORK			TELECOMMUNICATIONS	LOCKERS		
SUBCONTRACT PRICE			\$ 133,086.00	\$ 67,745.00		\$ 200,831.00
AMOUNT UNCOMPLETED			\$ 110,275.42	\$ 67,745.00		\$ 178,020.42
SUBCONTRACTOR			PACIFIC / R & W	TBD		
TYPE OF WORK			FINISH CARPENTRY	WIRE MESH PARTITIONS		
SUBCONTRACT PRICE			\$ 20,000.00	\$ 8,529.00		\$ 28,529.00
AMOUNT UNCOMPLETED			\$ 20,000.00	\$ 8,529.00		\$ 28,529.00
SUBCONTRACTOR			PACIFIC / R & W	ASSURED TERMITE		
TYPE OF WORK			METAL DECK LABOR	PEST CONTROL		
SUBCONTRACT PRICE			\$ 33,000.00	\$ 5,000.00		\$ 38,000.00
AMOUNT UNCOMPLETED			\$ 3,972.85	\$ -		\$ 3,972.85
SUBCONTRACTOR			PACIFIC / R & W	MONDAY SEC. CORP.		
TYPE OF WORK			ACCESS DOORS / FRAMES	VAULT EQUIPMENT		
SUBCONTRACT PRICE			\$ 7,000.00	\$ 16,058.00		\$ 23,058.00
AMOUNT UNCOMPLETED			\$ 6,385.72	\$ 8,029.00		\$ 14,414.72
SUBCONTRACTOR			PACIFIC / R & W	TBD		
TYPE OF WORK			DRYWALL	AUDIO-VISUAL EQUIPMENT		
SUBCONTRACT PRICE			\$ 355,044.00	\$ 6,000.00		\$ 361,044.00
AMOUNT UNCOMPLETED			\$ 241,862.18	\$ 6,000.00		\$ 247,862.18
SUBCONTRACTOR			PACIFIC / R & W	TBD		

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497

COMFORT STATIONS

	1	2	3	4	6	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
TYPE OF WORK			WALL & CORNER GUARDS	FLOOR MATS		
SUBCONTRACT PRICE			\$ 23,000.00	\$ 7,500.00		\$ 30,500.00
AMOUNT UNCOMPLETED			\$ 23,000.00	\$ 7,500.00		\$ 30,500.00
SUBCONTRACTOR			PACIFIC / R & W / MJ PRODUCTS	TBD		
TYPE OF WORK			TOILET ACCESSORIES	WINDOW TREATMENTS		
SUBCONTRACT PRICE			\$ 14,644.00	\$ 9,701.00		\$ 24,345.00
AMOUNT UNCOMPLETED			\$ 14,644.00	\$ 9,701.00		\$ 24,345.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				OFFICE FURNITURE		
SUBCONTRACT PRICE				\$ 45,856.00		\$ 45,856.00
AMOUNT UNCOMPLETED				\$ 45,856.00		\$ 45,856.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				ASBESTOS MONITORING		
SUBCONTRACT PRICE				\$ 42,500.00		\$ 42,500.00
AMOUNT UNCOMPLETED				\$ 42,500.00		\$ 42,500.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				FIRE EXTINGUISHERS		
SUBCONTRACT PRICE				\$ 5,260.00		\$ 5,260.00
AMOUNT UNCOMPLETED				\$ 5,260.00		\$ 5,260.00
SUBCONTRACTOR				BOYER FIRE PROTECTION		
TYPE OF WORK				FIRE PROTECTION PIPING		
SUBCONTRACT PRICE				\$ 99,900.00		\$ 99,900.00
AMOUNT UNCOMPLETED				\$ 74,728.00		\$ 74,728.00
SUBCONTRACTOR				WELLS PLUMBING		
TYPE OF WORK				PLUMBING		
SUBCONTRACT PRICE				\$ 224,000.00		\$ 224,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
AMOUNT UNCOMPLETED				\$ 110,964.00		\$ 110,964.00
SUBCONTRACTOR				BELLEVILLE MECH		
TYPE OF WORK				HVAC		
SUBCONTRACT PRICE				\$ 1,171,961.00		\$ 1,171,961.00
AMOUNT UNCOMPLETED				\$ 1,133,210.00		\$ 1,133,210.00
SUBCONTRACTOR				PYRAMID ELECTRICAL		
TYPE OF WORK				ELECTRICAL		
SUBCONTRACT PRICE				\$ 1,247,156.00		\$ 1,247,156.00
AMOUNT UNCOMPLETED				\$ 1,004,410.00		\$ 1,004,410.00
SUBCONTRACTOR				BRUCE		
TYPE OF WORK				CAST IN PLACE CONCRETE		
SUBCONTRACT PRICE				\$ 45,859.00		\$ 45,859.00
AMOUNT UNCOMPLETED				\$ 2,900.00		\$ 2,900.00
SUBCONTRACTOR				TOENJES BRICK		
TYPE OF WORK				MASONRY		
SUBCONTRACT PRICE				\$ 164,830.00		\$ 164,830.00
AMOUNT UNCOMPLETED				\$ -		\$ -
SUBCONTRACTOR				PACIFIC / R & W		
TYPE OF WORK				ARCHITECTURAL WOODWORK		
SUBCONTRACT PRICE				\$ 500.00		\$ 500.00
AMOUNT UNCOMPLETED				\$ 500.00		\$ 500.00
SUBCONTRACTOR				PAL'S GLASS LLC		
TYPE OF WORK				GLASS & GLAZING		
SUBCONTRACT PRICE				\$ 11,127.00		\$ 11,127.00
AMOUNT UNCOMPLETED				\$ -		\$ -
SUBCONTRACTOR				PACIFIC / R & W / NEGWER		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497
COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
TYPE OF WORK				DRYWALL		
SUBCONTRACT PRICE				\$ 13,733.00		\$ 13,733.00
AMOUNT UNCOMPLETED				\$ 999.59		
SUBCONTRACTOR				TBD		
TYPE OF WORK				CERAMIC TILE		
SUBCONTRACT PRICE				\$ 1,690.00		\$ 1,690.00
AMOUNT UNCOMPLETED				\$ 1,690.00		\$ 1,690.00
SUBCONTRACTOR				LINDER'S CUSTOM		
TYPE OF WORK				PAINTING		
SUBCONTRACT PRICE				\$ 9,224.00		
AMOUNT UNCOMPLETED				\$ 9,224.00		
SUBCONTRACTOR				NETCOM		
TYPE OF WORK				COMMUNICATIONS		
SUBCONTRACT PRICE				\$ 5,060.00		
AMOUNT UNCOMPLETED				\$ 990.93		
SUBCONTRACTOR				MARTIN STEEL		
TYPE OF WORK				STRUCTURAL STEEL FABRIC		
SUBCONTRACT PRICE				\$ 53,000.00		
AMOUNT UNCOMPLETED				\$ -		
SUBCONTRACTOR				HAGARTY IRON		
TYPE OF WORK				STRUCTURAL STEEL ERECTION		
SUBCONTRACT PRICE				\$ 12,555.60		
AMOUNT UNCOMPLETED				\$ -		
SUBCONTRACTOR				CONSTRUCTION SPECIALTY PROD		
TYPE OF WORK				STANDING SEAM METAL ROOF		
SUBCONTRACT PRICE				\$ 31,678.00		
AMOUNT UNCOMPLETED				\$ -		

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497

COMFORT STATIONS

	1	2	3	4	5	TOTALS
PROJECT	Greater Grand Crossing	Bontemps Campus Park	Child Development Center - Scott AFB	Security Forces Operations Facility - Scott AFB	Awards Pending	
SUBCONTRACTOR				FIRE PROTECTION SYSTEMS		
TYPE OF WORK				FIRE SUPPRESSION		
SUBCONTRACT PRICE				\$ 10,800.00		
AMOUNT UNCOMPLETED				\$ -		
SUBCONTRACTOR				WELLS PLUMBING		
TYPE OF WORK				PLUMBING		
SUBCONTRACT PRICE				\$ 25,240.00		
AMOUNT UNCOMPLETED				\$ -		
SUBCONTRACTOR				BELLEVILLE MECH		
TYPE OF WORK				HVAC		
SUBCONTRACT PRICE				\$ 23,373.00		
AMOUNT UNCOMPLETED				\$ 2,654.00		
Total Uncompleted	\$ 224,500.00	\$ 569,460.00	\$ 3,122,795.08	\$ 5,855,854.35	\$ -	\$ 9,771,609.84

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

Affidavit of Uncompleted Work (continued)

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

Ike Hong
Signature

10/28/09
Date

Ike Hong
Name (Type or Print)

President
Title

Pacific Construction Services, Inc.
Bidder Name

4700 N. Ravenswood, Suite B
Address

Chicago IL 60640
City State Zip

Subscribed and sworn to before me
this 28th day of Oct., 2009

Keri Nadar
Notary Public

(SEAL)

Commission expires: 2-14-2010



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

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, Inc.
Submitted By Ike Hong
Title President
Permanent Main Office Address 4700 N. Ravenswood, Suite B, Chicago IL
Local Address same as above
Local Telephone No. and FAX No. 773-290-1600 / 773-290-1555

How many years operating as contractor for work of this nature? 16 years

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

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



PACIFIC
CONSTRUCTION SERVICES, INC.

PUBLIC BUILDING COMMISSION OF CHICAGO

Statement of Bidder's Qualifications

List of recently completed contracts:

- 1. Avalon Library**
8148 S. Stony Island, Chicago IL
\$ 4.1 Million
Year of Contract – 2005
New construction of a (1) story library, prototype design
- 2. West Chicago Library**
4856 W. Chicago Ave., Chicago IL
\$ 2.5 Million
Year of Contract – 2005
New construction of a 7,800 sf library, prototype design
- 3. Logan Square Library**
3030 W. Fullerton, Chicago IL
\$ 3.9 Million
Year of Contract – 2005
New construction of a 14,500 sf library, prototype design
- 4. 4th Ward Yard Facility**
4352 S. Cottage Grove, Chicago IL
\$ 1.9 Million
Year of Contract – 2006
New construction of a (1) story building for the City of Chicago
- 5. 7th & 10th Ward Yard**
9160 S. Harbor, Chicago IL
\$ 2.6 Million
Year of Contract – 2009
New construction of a (1) story building for the City of Chicago



PACIFIC
CONSTRUCTION SERVICES, INC.

- 6. Child Development Center**
Rock Island, IL
\$ 3.8 Million
Year of Contract – 2004
Design / Build multi-purpose facility

- 7. Atlantic Fleet Drill Hall**
Great Lakes, IL
\$ 13.4 Million
Year of Contract – 2007
Design / Build drill hall facility

- 8. Engine Company #121**
1724 W. 95th Street, Chicago IL
\$ 8.9 Million
Year of Contract – 2008
New construction of a 14,000 sf fire station

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

Statement Of Bidder's Qualifications (continued)

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

If submitted by a corporation:

- (a) Corporation Name Pacific Construction Services, Inc.
- (b) State and City in which incorporated Chicago, Illinois
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- (d) Name and address of registered agent in Illinois

Ike Hong / 4700 N. Ravenswood, Suite B, Chicago IL 60640

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

<u>Ike Hong</u>	<u>President</u>
Name	Title
<u>Rick Goldman</u>	<u>Vice President</u>
Name	Title

If submitted by a partnership: N/A

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

If submitted by an individual: N/A

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

[Signature]
Signature of Affiant

Subscribed and sworn to before me this 28th day of Oct. 2009

Keri Nadar
Notary Public
My Commission expires: 2-14-2010

(SEAL)



**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES**

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant 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 Consultant is not required to disclose employees who are paid solely through the Consultant'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

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Comfort Stations - Osterman and 40th Street Beach
Description or goods or services to be provided under Contract: Construction of
(2) new comfort stations.
2. Name of Consultant: Pacific Construction Services, Inc.
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

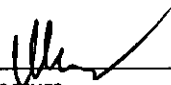
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
Eric Kaplan	180 N. LaSalle St. Chicago IL 60601	Attorney	\$5,000 Estimated

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

4. The Consultant 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 Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant 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 Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

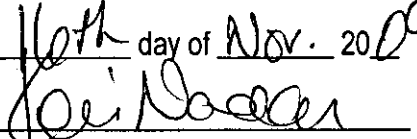

Signature

11/16/09
Date

Ike Hong
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 16th day of Nov. 2009

Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1497

PERFORMANCE AND PAYMENT BOND

Contract No. 1497

Bond No. 105352124

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
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of
* Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Two Million Nine Hundred Twenty-Seven
Thousand One Hundred Forty-Two Dollars and No Cents (\$2,927,142.00) for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated November 10, 2009, for the fabrication, delivery, performance and
installation of

Chicago Park District Comfort Stations
Kathy Osterman Beach and 40th Street Beach, Chicago, IL
New Construction

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 11/16/2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal (Seal)

City State

CORPORATE SEAL

ATTEST:

Pacific Construction Services Inc.
Corporate Principal

BY *Luigi Storino*
Secretary Luigi Storino
Title

BY *Ike Hong*
President Ike Hong
Title

4700 Ravenswood, Suite B
Chicago, IL 60640

Travelers Casualty and Surety Company
Corporate Surety of America

BY *Dale Poquette*
Witness
1005 W. Laraway Rd., New Lenox, IL
60451 - 815-215-4720
Business Address & Telephone

Robert H. Walker
Title Robert H. Walker, Attorney-in-fact
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Dale Poquette, Travelers Casualty and Surety Company of America

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 630-961-7065 Fax: 630-961-7020

The rate of premium of this Bond is \$ 7.65/\$6.65 per thousand. **
Total amount of premium charged is \$ 21,965.00 **

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

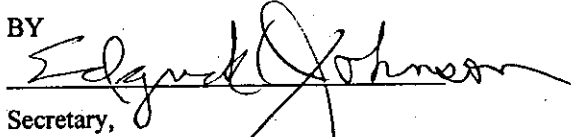
PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497

** Must be filled in by the Corporate Surety.

BOND APPROVAL

BY



Secretary,

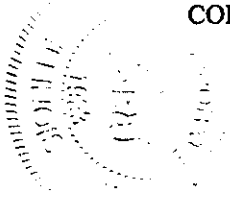
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Luigi Storino, certify that I am the Corporate Secretary of Pacific Construction Services Inc., corporation named as Principal in the foregoing performance and payment bond, that Ike Hong who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 16th day of Nov 2009.

CORPORATE SEAL



STATE OF Illinois
COUNTY OF Will

ss.:

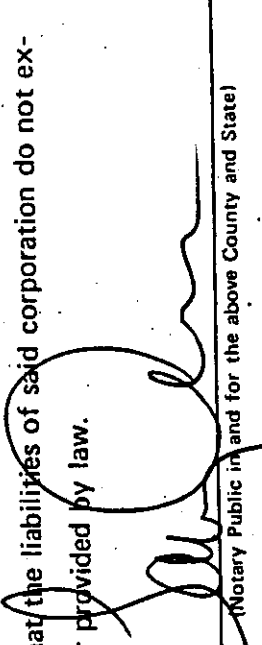
On this 16th day of November 2009, before me
personally appeared Robert H. Walker, to me known, who,

being by me duly sworn, did depose and say: that he reside(s) at _____
New Lenox, IL; that he is/are the Attorney-in-fact
of Travelers Casualty and Surety Company of America, the corporation described
in and which executed the annexed instrument; that he know(s) the corporate seal of
said corporation; that the seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Board of Directors of said corporation; that he signed the
same name(s) thereto by like order; and that the liabilities of said corporation do not ex-
ceed its assets as ascertained in the manner provided by law.

Surety
Company
Acknowledgment

"OFFICIAL SEAL"

TAMMY CRAMER
Notary Public, State of Illinois
My Commission Expires 04/01/12



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

04/01/12

My commission expires

BOND-3768-A



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220018

Certificate No. 002895230

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert H. Walker, Suellen Bottomley, R L McWethy, Kevin J. Scanlon, Gary A. Eaton, Rob W. Kegley, Jr., Sherry Bacskai, and Brandie Catlin

of the City of New Lenox, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of May, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 21st day of May, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 20 09

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

Document Submittal Checklist

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

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

Current versions of the following documents must be on file with the Commission at the time of bid opening:

1. _____ Financial Statement
2. _____ Disclosure Affidavit
3. _____ Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

_____ **Disclosure of Retained Parties** (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

EXHIBIT #1

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

Cook County Prevailing Wage for October 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		FLT	1	49.800	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		FLT	2	48.300	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		FLT	3	43.000	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		FLT	4	35.750	49.800	1.5	1.5	2.0	10.35	6.550	1.900	1.000
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	7.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER		BLD		38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030

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ROOFER		BLD	37.000	40.000	1.5	1.5	2.0	7.250	5.270	0.000	0.330
SHEETMETAL WORKER		BLD	40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER		BLD	27.360	28.210	1.5	1.5	2.0	4.350	2.530	0.000	0.000
SPRINKLER FITTER		BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and 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

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the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

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.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde;

PUBLIC BUILDING COMMISSION OF CHICAGO

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COMFORT STATIONS

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. Boilers; 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

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; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);

PUBLIC BUILDING COMMISSION OF CHICAGO

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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.

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;

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



CERTIFICATE OF LIABILITY INSURANCE

OP ID MC
PACIF-7

DATE (MM/DD/YYYY)

11/16/09

PRODUCER Columbian Agency www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 Phone: 815-485-4100		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Pacific Construction Services, Inc., Attn: Laura Chihoski 4700 N. Ravenswood, Suite B Chicago IL 60640		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Ins Grp	16535
		INSURER B: Illinois National Ins Co	23817
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO0348174407	06/11/09	06/11/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A	X	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP0937388006	06/11/09	06/11/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE53821142	06/11/09	06/11/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC0591825104	06/11/09	06/11/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 THOSE LISTED PER ATTACHED ARE PRIMARY/NON-CONTRIBUTORY ADD'L INSUREDS IF REQ. BY WRITTEN CONTRACT ON G/L & AUTO POLICIES AS RE: CONTRACT #1497, COMFORT STATIONS @ OSTERMAN, 5701 N LAKESHORE DR & 40TH ST BEACH, 4101 S LAKESHORE DR, PROJECT #11130 & 11140. *WAIVERS OF SUBROGATION APPLY TO G/L & WORKERS COMP IN FAVOR OF ADD'L INS. (UMBRELLA FOLLOWS FORM)

CERTIFICATE HOLDER PUBLIC BUILDING COMMISSION OF CHICAGO ROOM 200, RICHARD J. DALEY CTR 50 WEST WASHINGTON STREET CHICAGO IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: _____
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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 lieu 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.

NOTEPAD:

HOLDER CODE

PUBLICB

PACIF-7

PAGE 3

INSURED'S NAME

Pacific Construction Services,

OPID MC

DATE 11/16/09

THE PUBLIC BUILDING COMMISSION, CHICAGO PARK DISTRICT AND THE CITY OF
CHICAGO



INSURANCE BINDER

OP ID MC

DATE (MM/DD/YYYY)
11/20/2009**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY Columbian Agency www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 KEVIN J. SCANLON PHONE (A/C, No, Ext): 815-485-4100 FAX (A/C, No):		COMPANY Travelers Property Casualty BINDER # 8868	
CODE: AGENCY CUSTOMER ID: PACIF-7 INSURED Pacific Construction Services, Inc. 4700 N. Ravenswood, Suite B Chicago IL 60640		DATE EFFECTIVE TIME 11/17/09 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM EXPIRATION DATE TIME 11/17/10 <input checked="" type="checkbox"/> AM <input type="checkbox"/> NOON	
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # BINDER		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) RE: PBC Contract #1497, Comfort Stations at Osterman, 5701 N. Lakeshore Dr & 40th St Beach, 4101 S Lakeshore Dr, Project #11130 & 11140	

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Builders Risk/Max. Payment Earth Movement/Flood Soft Costs Temporary Storage/Transit	1,000 25,000 5 DAYS 1,000	100 100 100 100	2,927,142 500,000 150,000 50,000
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG	\$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$	\$ \$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	\$ \$ \$	\$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	RETRO DATE FOR CLAIMS MADE:	WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$	\$ \$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES Windstorm included.	RETRO DATE FOR CLAIMS MADE:	FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	\$ \$ \$

NAME & ADDRESS

Chicago Park District 541 North Fairbanks Court Chicago IL 60611	<input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> ADDITIONAL INSURED <input checked="" type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> user agency
	LOAN #
	AUTHORIZED REPRESENTATIVE <i>K J. Scanlon</i>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

EXHIBIT #2 INSURANCE REQUIREMENTS

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

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage will include a waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to the waiver of its Kotecki rights

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), flood, explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, Chicago Park District and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two (2) years completed operations periods.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Chicago Park District, and 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.

4) Contractors Pollution Liability

Contractor's pollution is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, contractors operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District and 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.

5) Professional Liability

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

6) Builders Risk

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. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, false work, fences, and temporary structures, faulty workmanship or materials, and equipment stored off site or in transit. The Public Building Commission, Chicago Park District and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission, Chicago Park District, and/or City of Chicago property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding

PUBLIC BUILDING COMMISSION OF CHICAGO

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COMFORT STATIONS

insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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 must be borne by Contractor.

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission, Chicago Park District and the City of Chicago 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.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

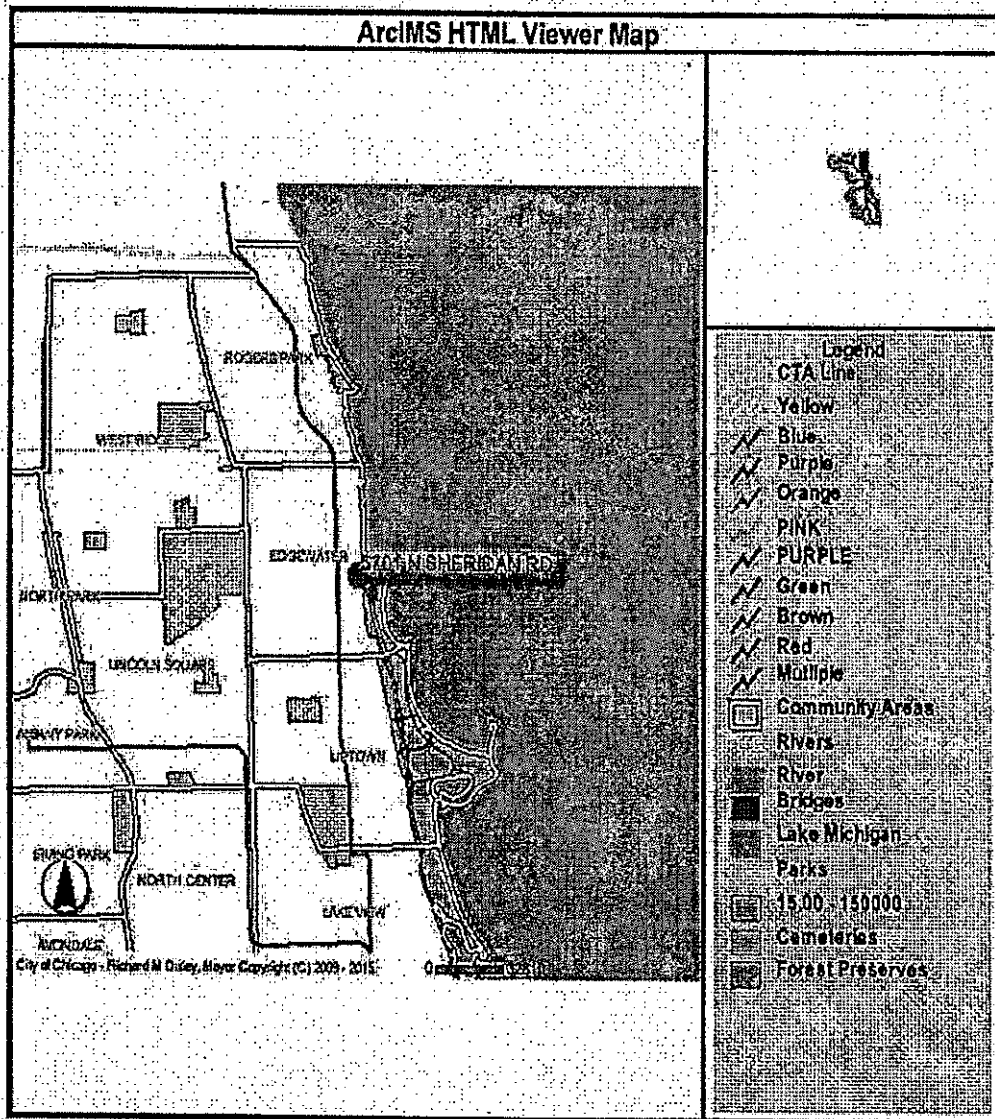
If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1497
COMFORT STATIONS

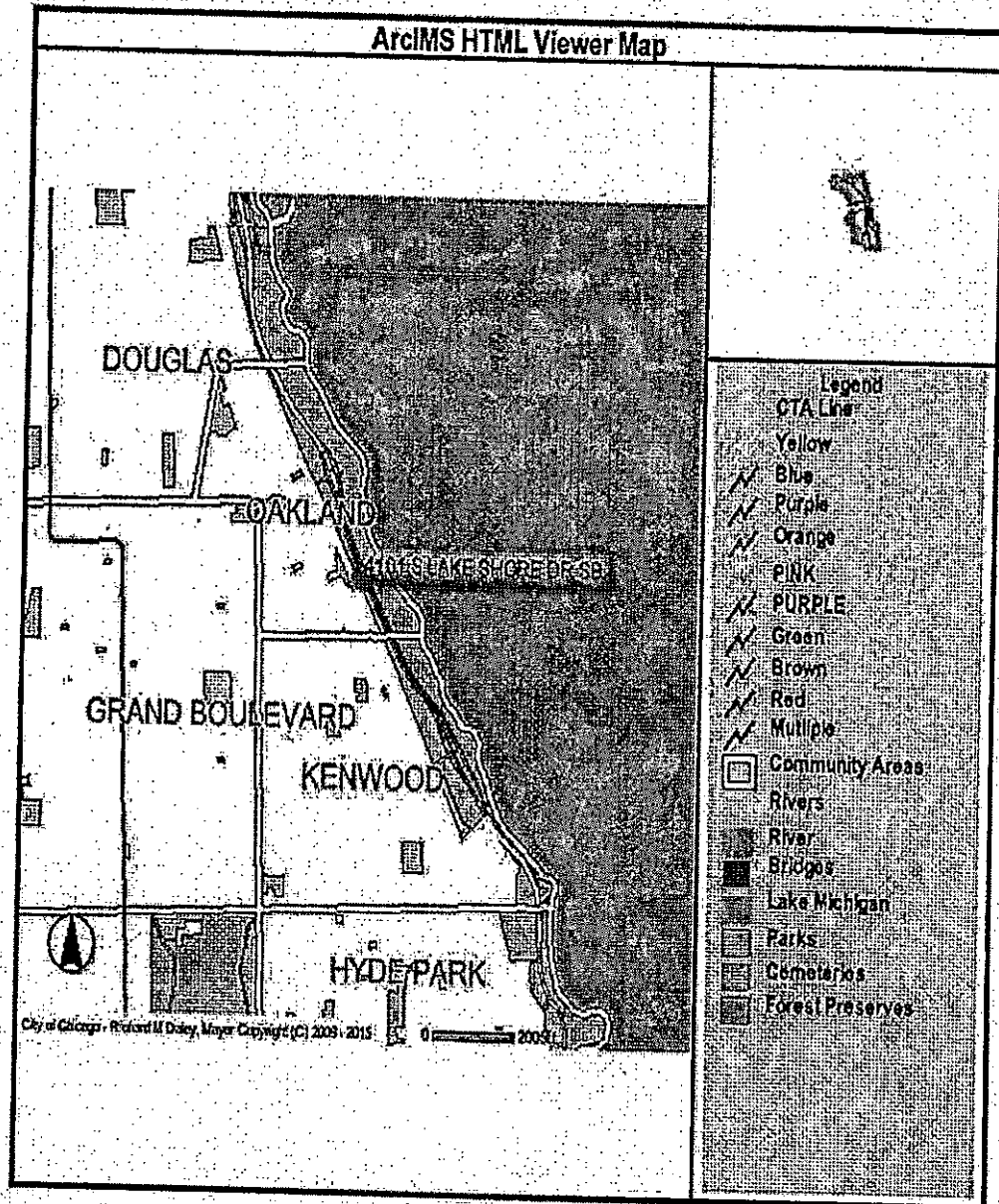
EXHIBIT # 3 COMMUNITY AREA MAP for OSTERMAN BEACH COMFORT STATION
EDGEWATER AND UPTOWN



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1497
COMFORT STATIONS

EXHIBIT # 3 COMMUNITY AREA MAP for 40TH STREET BEACH COMFORT STATION
KENWOOD AND OAKLAND



PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 1 TO CONTRACT NO. 1497
FOR**

**40th Street Beach Comfort Station
And
Osterman Beach Comfort Station
For
New Construction**

DATE: October 20, 2009

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 1 - Project Information, Instructions To Bidders, And Execution Documents

Change 1: Section IIB - delete "(180) Days after the Notice to Proceed." Add "May 21, 2010."

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

- Change 2:** Cover sheet:
A. Omit contract number 1498 for Osterman. Both 40th Street and Osterman are under contract number 1497.
- Change 3:** Table of contents:
A. Revise page count for Section 13461 – Rainwater Harvesting System from 3 to 4.
- Change 4:** 01524-5 3.6 A. delete "landfill or incinerator acceptable to authorities having jurisdiction" and add "Contractor shall comply with all applicable regulatory requirements and other federal, state or local laws, codes and ordinances that govern or regulate the handling, transportation and disposal of waste from this site. The Contractor shall mark, label, placard, package and manifest waste as necessary in accordance with all applicable state, federal and local regulations."
- Change 5:** 02220-2 1.6 Hazardous Materials A. delete "U.S. EPA" add "defined as a waste pursuant to 40 CFR Part 261; Illinois Administrative Code Title 35, Section 721.103 (35 IAC 721.103) or Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580 during the demolition process..."
- Change 6:** 02220 1.6 B.
Delete - "Owner will employ a Contractor experienced and certified..." and replace with Contractor shall retain a Contractor experienced and certified ...to perform removal and disposal work."

PUBLIC BUILDING COMMISSION OF CHICAGO

- ADD - "This work shall be considered incidental to the scope of work in these bid documents."
- Change 7:** 02240 ADD "1.3 B. Follow Metropolitan Water Reclamation District permitting process as required for discharging into city of Chicago sewer systems. Provide all testing results and required forms to the Owner once approval is granted."
- Change 8:** 02300:
1.5 D.2. - Delete "1,000 tons of material" and add "2,500 tons of material"
3.17B. - Add after "property" >>>"to an open and active permitted Subtitle D landfill.
3.17 -Delete C and D this is not a remediation site.
- Change 9:** 02900:
1 add to 1.1 Related Documents a B. 02300 Earthwork
Add to 1.3 "E. All top soil shall not exceed Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters. A copy of these results shall be provided to the Owner within 45 days of topsoil import to the site. Specific testing requirements are covered in section 02300. Material shall be approved by owner prior to delivery to site."
- Change 10:** 13461 - Rainwater Harvesting System
Revise section 13461 as follows:
Add the following to Article 2.2 SYSTEM DESCRIPTION after the last paragraph in the Article:
Water Harvesting System with 3 Digital Displays for the Atlantis underground storage tank, the day tank, and municipal water supply shall be programmable and mounted in a NEMA 4X Fiberglass enclosure in the location as indicated on the drawings.
- Add subparagraph 7 to 2.3,A as follows:
7. Signet Model 2537 Paddlewheel Flow Sensor (for municipal water supply)
8. Water Harvesting System Digital Display
a. Display: Precision Digital Model PD683 with back lit display or approved equal.
1) Quantity: 3 digital displays
2) Displays shall be loop powered.
b. Enclosure: Vinckier Model VJ1210HW or approved equal.
1) NEMA 4X Fiberglass 12" x 10" with stainless steel hinge and latch.
- Change 11:** 15410 - Plumbing Fixtures
A. Changed drinking fountain manufacturer to **Haws Corp.**
- Change 12:** 16118 - DUCTBANKS
A. Paragraph 3.1,E - remove reference to "Commonwealth Edison Company" and replace with "**Chicago Park District**".

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 13:** 16421 - UTILITY SERVICE ENTRANCE
A. **Delete specification section in its entirety.**
- Change 14:** 16124 - MEDIUM-VOLTAGE CABLES
A. **Insert specification section. See attached.**
- Change 15:** 16271 - MEDIUM-VOLTAGE TRANSFORMERS
A. **Insert specification section. See attached.**
- Change 16:** 16341 - MEDIUM-VOLTAGE SWITCH
A. **Insert specification section. See attached.**

CHANGES TO DRAWINGS:

- Change 17:** Sheet G0.0, Cover Sheet
A. (Osterman Only) Change PBC Contract number from 1498 to 1497. Both 40th Street and Osterman Comfort Stations are bid under one contract (number 1497)
- Change 18:** Sheet C2.1, Site Plan (40th Street and Osterman Beach Houses)
A. Added Permeable Pavement along Lake Side of the Building. (40th Street Only)
B. Added outdoor drinking fountain.
C. Added Infiltration Tank to Atlantis Underground system.
D. Added new catch basin.
- Change 19:** Sheet C3.1, Grading Plan (40th Street and Osterman Beach Houses)
A. Added Elevation shot to new catch basin in conjunction with Atlantis System.
B. Added berming to site. (Osterman Only)
C. Adjust rim elevation of existing manhole near westerly berm (Osterman Only)
- Change 20:** Sheet C0.3, Erosion Control Plan (Osterman Beach House Only)
A. Moved Construction fence and silt fence per addition of berms
B. Added note for erosion control blanket.
- Change 21:** Sheet C0.4, Erosion Control Notes (Osterman Beach House Only)
A. Added detail for erosion control blanket
- Change 22:** Sheet C1.1, Site Demolition Plan (Osterman Beach House Only)
A. Remove existing bush affected by the addition of berms
B. Remove existing electrical stub-out that will not be used, that will be affected by the berms.
- Change 23:** Sheet C4.1, Utility Plan (40th Street and Osterman Beach Houses)
A. Added new catch basin in conjunction with Atlantis System. **See C4.1**
B. Added water line and sanitary sewer to/from outdoor drinking fountain. **See C4.1.**
- Change 24:** Sheet C5.2, Details (40th Street and Osterman Beach Houses)
A. Revised trench drain detail per additional sewer line inflow. **See C5.2.**
- Change 25:** Sheet C5.3, Details (40th Street Beach House Only)
A. Added Permeable Pavement Detail. **See C5.3.**
- Change 26:** Landscape
A. All landscaping work and tree protection to conform to CPD

PUBLIC BUILDING COMMISSION OF CHICAGO

- Change 27:** standard tree protection details per attached sheet **ST-872-L1**.
Sheet L-1, Landscape Plan (Osterman Beach only)
A. Engineer's berming was added to plan. **See L-1**
B. Planting layout has been modified to work with proposed berming.
See L-1
C. Approximate limit of sod line has been adjusted to meet proposed berms. **See L-1**
D. Perennial plantings have been added to plan per CPD request.
See L-1
E. Plant List has been modified to include perennials and new plant counts. **See L-1**
- Change 28:** Sheet A1.1, Architectural Site Plan
A. (40th Street only) Drawing 1: Permeable pavement has been added in front of the building. **See ASK-01**
B. (Osterman only) Drawing 2: Railing spacing dimensions have been adjusted. **See ASK-07**.
C. (40th Street and Osterman) Drawing 1: Add outdoor drinking fountain as located and noted on **ASK-05 and ASK-06**. Omit the two building-mounted drinking fountains and associated plumbing from the Colonnade.
- Change 29:** Sheet A1.2, Architectural Site Details (40th Street only)
A. Add details of Reserved Parking signs. **See ASK-02**
- Change 30:** Sheet A2.1, Floor Plan
A. General notes, add note #5, "where interior masonry walls meet exterior masonry walls, provide a masonry control joint, typical."
B. Drawing 1: Life Guard Office 107, wall adjacent to Family Rest Room 106, add wall mounted digital display box for water harvesting system, mounted 5'-0" AFF. **See ASK-04** for location.
- Change 31:** Sheet A4.1, Building Sections (Osterman only)
A. Drawing 2: Dimensional width of Atlantis underground storage to be 6'-8", not 9'-0". **See ASK-03**
- Change 32:** Sheet P1.01, Plumbing Suspended Floor Plan
A. Relocated domestic water heaters. Deleted drinking fountains. Revised vent thru roof size. **See PSK-01**.
B. Relocated domestic water heaters. Deleted drinking fountains. Revised vent thru roof size. **See PSK-02**.
C. Revised vent thru roof size. **See PSK-03**.
- Change 33:** Sheet P1.00, Plumbing Underground Floor Plan
A. Coordinated water services to outdoor shower and drinking fountain. Deleted drinking fountain at building. **See PSK-04**.
- Change 34:** Sheet P0.01, Plumbing General Notes, Abbreviations, and Symbols
A. Changed drinking fountain to Haws Model 3500D. **See PSK-05**.
- Change 35:** Sheet ES.00, Electrical Site Plan
A. Revised site plan to clarify utilities scope of work (e.g. AT&T conduits, Medium-Voltage scope of work). **See ES.00**.
B. Inserted new details (40th Street Beach Only) **See ES.00**.
a. Enlarged Electrical Site Plan
b. Switchgear Ground Grid Detail

PUBLIC BUILDING COMMISSION OF CHICAGO

- C. Revised site plan to clarify contractor-provided AT&T conduits. **See ES.00.**
- Change 36:** Sheet ES.01, Electrical Enlarged Site Plan
 - A. Clarified Utilities scope of work. **See ES.01**
 - B. Revised Keyed Notes. **See ES.01**
 - a. Keyed Note 5 for contractor-provided AT&T conduits. (40th Street Beach only)
 - b. Keyed Note 7, formerly referencing CCTV poles, to say "NOT USED".
 - C. Removed all references to future CCTV pole including wiring, conduits, and pole itself from electrical drawings. **See ES.01**
 - D. Revised details. **See ES.01**
- Change 37:** Sheet E1.01, Electrical First-Floor Plan
 - A. Revised Sheet Notes and Keyed Notes. **See E1.01.**
 - B. Inserted power-packs accessory for Occupancy Sensors. **See E1.01.**
 - C. Inserted J-box for digital display panel for the Atlantis Water Harvesting system. **See E1.01.**
 - D. Relocated power and disconnect switch for WH-1 and WH-3. **See E1.01.**
 - E. Replaced Distribution Panel DP-1 with Metering Cabinet. **See E1.01.**
- Change 38:** Sheet E2.01, Electrical Single-Line Diagram
 - A. Revised and updated single-line diagram to reflect Medium-Voltage power distribution. **See E2.01.**
 - B. Revised Sheet Notes. **See E2.01.**
- Change 39:** Sheet E3.01, Electrical Schedules
 - A. Revised Panel board Schedule "CP-1" and "HP-1". **See E3.01.**
 - B. Revised Occupancy Sensor Specifications. **See E3.01.**
 - C. Inserted Occupancy Sensor Wiring Diagram. **See E3.01.**

ATTACHMENTS:

- Drawings
- C0.3, 1 page (22"x34" format)
 - C0.4, 1 page (22"x34" format)
 - C1.1, 1 page (22"x34" format)
 - C2.1 - OSTERMAN, 1 page (22"x34" format)
 - C2.1 - 40TH STEET, 1 page (22"x34" format)
 - C3.1 - OSTERMAN, 1 page (22"x34" format)
 - C3.1 - 40TH STREET, 1 page (22"x34" format)
 - C4.1 - OSTERMAN, 1 page (22"x34" format)
 - C4.1 - 40TH STREET, 1 page (22"x34" format)
 - C4.3 - 40TH STREET, 1 page (22"x34" format)
 - C5.2 - 40TH STREET, 1 page (22"x34" format)
 - C5.2 - OSTERMAN, 1 page (22"x34" format)
 - C5.3 - 40TH STREET, 1 page (22"x34" format)
 - L-1 - OSTERMAN, 1 page (22"x34" format)
 - ST-872-L1, 1 page (22"x34" format)
 - ASK-01, 1 page (8.5"x11" format)

PUBLIC BUILDING COMMISSION OF CHICAGO

ASK-02, 1 page (8.5"x11" format)
ASK-03, 1 page (8.5"x11" format)
ASK-04, 1 page (8.5"x11" format)
ASK-05, 1 page (8.5"x11" format)
ASK-06, 1 page (8.5"x11" format)
ASK-07, 1 page (8.5"x11" format)
PSK-01, 1 page (8.5"x11" format)
PSK-02, 1 page (8.5"x11" format)
PSK-03, 1 page (8.5"x11" format)
PSK-04, 1 page (8.5"x11" format)
PSK-05, 1 page (8.5"x11" format)
ES.00 (Osterman Beach), 1 page (22"x34" format)
ES.01 (Osterman Beach), 1 page (22"x34" format)
E1.01 (Osterman Beach), 1 page (22"x34" format)
E2.01 (Osterman Beach), 1 page (22"x34" format)
E3.01 (Osterman Beach), 1 page (22"x34" format)
ES.00 (40th Street Beach), 1 page (22"x34" format)
ES.01 (40th Street Beach), 1 page (22"x34" format)
E1.01 (40th Street Beach), 1 page (22"x34" format)
E2.01 (40th Street Beach), 1 page (22"x34" format)
E3.01 (40th Street Beach), 1 page (22"x34" format)

Specifications Section 15410
Section 16124
Section 16271
Section 16341

END OF ADDENDUM NO.1

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO. 2 TO CONTRACT NO. 1497
FOR**

**40th Street Beach Comfort Station
And
Osterman Beach Comfort Station
For
New Construction**

DATE: October 26 2009

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES TO BOOK 3 - TECHNICAL SPECIFICATIONS:

- Change 1:** Omit section 02540-Lift Stations Specifications in its entirety.
Add section 02540-Lift Stations Specifications in its entirety.
A. See Attached section 02540, dated 10.21.09

CHANGES TO DRAWINGS:

- Change 2:** Sheet G0.0, Cover Sheet
A. General Notes – Bidding #8: Omit “burmed” and “burm”, add “bermed” and “berm” respectively. (Osterman)
B. General Note – Bidding #8: Add “Any soils moved off site shall comply with Section 02300 – Earthwork.” (Osterman and 40th Street)
- Change 3:** Sheet A9.3, Architectural Details
A. Drawing 1: Revise note “4” pipe from Atlantis Storage system to day tank” to “1 ½” pipe from... to day tank”.
- Change 4:** Sheet C4.1, Utility Plan and Profile (40th Street Only)
A. Revisions to pipe slopes and inverts of the grease basin, manhole, drinking fountain drain and trench drain. See C4.1
B. Moved Lift Station away from existing storm water and updated inverts, total length of Forcemain and length from Lift Station to the first new cleanout. See C4.1
- Change 5:** Sheet C4.2, Utility Plan and Profile (40th Street Only)
A. Changed Forcemain size to 4” Dia. See C4.2
- Change 6:** Sheet C5.3, Civil Details (40th Street Only)
A. Revised Lift Station Design. See C5.5

Questions and Answers

- Q1.** Does the single 4” PVC conduit for the AT&T connection need to be concrete-encased? Also, in looking at C4.1 and C4.2, it is not clear whether or not the CPD property line is at the same location where the conduit run stops. Is there an existing 4” PVC conduit that runs North from the hand hole at the East side of the 43rd Street pedestrian walk-way to

PUBLIC BUILDING COMMISSION OF CHICAGO

this point?

- A1.** The single 4" PVC conduit does not require concrete-encasement but will require trenching and backfilling as approved by CPD and AT&T specifications for cable pulling. Any existing AT&T conduits around area of building shall not be used. We cannot assume or imply that there is a useable AT&T conduit back to the point of service. Contractor to provide a 4" PVC conduit from the 43rd street pedestrian overpass stair tower AT&T utility point of service to the 40th street beach comfort station.
- Q2.** Should 4 "Ø Pipe between Atlantis Storage and Day Tank be 1½ "Ø?-- DWG A9.3
- A2.** Yes. See Addendum 2, Change #7.
- Q3.** No environmental assessment report or soil analytical data is included in the project documents. Therefore we have no information as to whether the existing on site soil is clean or contaminated. Please clarify how we are to bid the project, as specification section 02300 gives strict guidelines for how to handle the soils depending on if they are clean or contaminated.
- A3.** The addendum #1 clarifies section 3.17 B. of 02300 Earthwork that the Contractor shall "Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash and debris and legally dispose of it off the Owner's property "to an open and active Subtitle D landfill." The spoils that are leaving the site shall be handled as non-hazardous, non-special waste.

The Contractor shall comply with all applicable regulatory requirements and other federal, state or local laws, codes and ordinances that govern or regulate the handling, transportation and disposal of non-hazardous, non-special waste soils. The Contractor shall handle, transport and dispose of non-hazardous non-special waste in accordance with all applicable state, federal and local regulations.

The Contractor shall, at his own cost, collect sufficient amount of representative soils sample from the site for analysis to obtain authorization for the ultimate disposition of special wastes, non-hazardous special waste or hazardous waste soils. The contractor is responsible for acquisition of any required Permitted Subtitle D landfill disposal permits and payment of all sampling, analysis costs and permitting fees.

The Contractor shall submit the soils samples to the laboratory and pay for the cost of analyzing the constituents required for the ultimate disposition of waste soils.

The Contractor shall immediately notify the Owner if soils and/or materials requiring special handling are encountered beyond the requirements of handling non-hazardous, non-special waste.

The Contractor shall provide copies of weight tickets and/or volume (cubic yards, tons or gallons) receipts from the Permitted Subtitle D landfill facility accepting non-hazardous non-special waste soil/materials to the Owner within one week of completing disposal of those said materials.

- Q4.** Soil Conditions Note drawing S0.1 for both sites states to "see soils report for over excavation, backfill with granular material, and preparations for all slabs on grade,

PUBLIC BUILDING COMMISSION OF CHICAGO

interior and exterior". Footing details on S0.2 for both sites also state to "see geotechnical report for soils preparation below foundations".

The geotechnical reports recommend a substantial undercut beneath building footings. In past PBC projects, any undercuts beyond design elevations are paid for under the "site work allowance". Please confirm that any required undercuts, even if recommended in the geotechnical reports, will be paid for under the site work allowance.

Unless informed otherwise, we will only be including excavation and backfill to the designed footing elevations shown on the structural drawings, and shall assume all necessary undercutting and associated backfill will be paid for under the site work allowance.

A4. Your base bid should include costs for all the scope indicated in the documents that you have been issued, including the soils report. If the undercutting or filling exceeds what is recommended in the soils report extra costs may be requested from the allowance.

Q5. Osterman Beach

Sheet ES.00 shows us providing a new 4" line for AT&T in one location

Sheet ES.01 shows this new line going in a different direction

Please clarify

40th St & Osterman Beaches

Sheet ES.01 states that directional boring is the preferred method of installation of the AT&T line

Is this required?

A5. Osterman Beach

The 4" PVC conduit indicated in drawings ES.00 and ES.01 are shown for conceptual design only. It is the contractor responsibility to field-verify and coordinate the exact routing with CPD and civil engineers for other utilities along path route.

40th Street Beach

Directional boring is the preferred method by PBC but not the final requirement. Coordinate with CPD and PBC if other methods would be suitable.

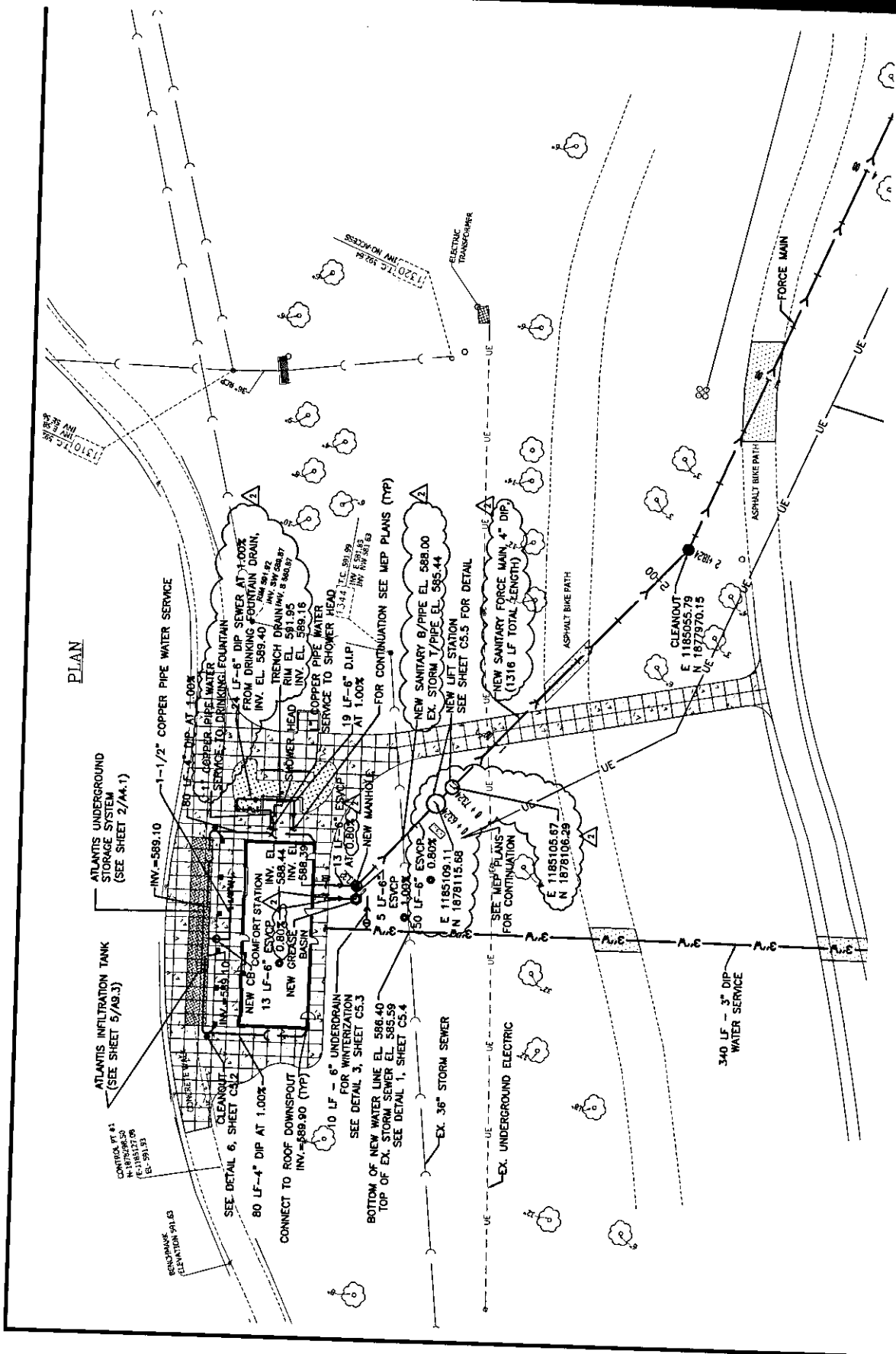
ATTACHMENTS:

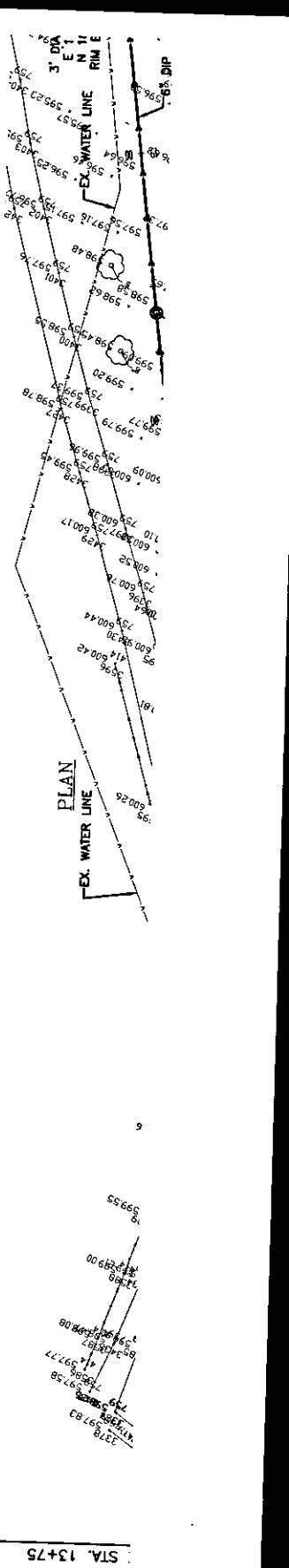
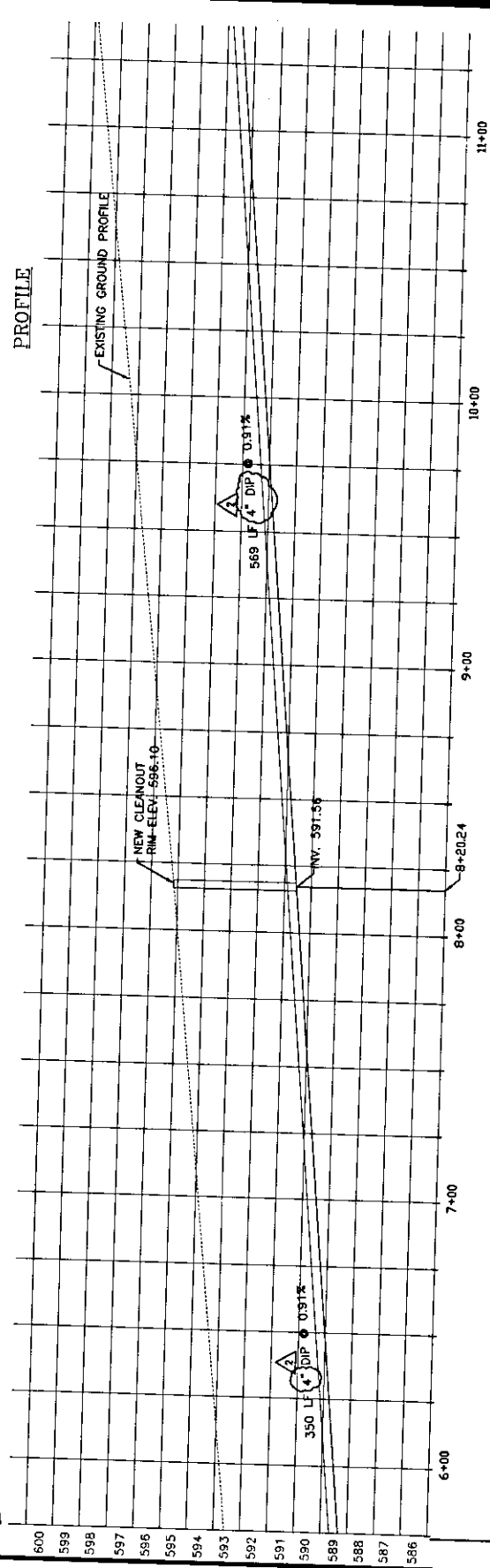
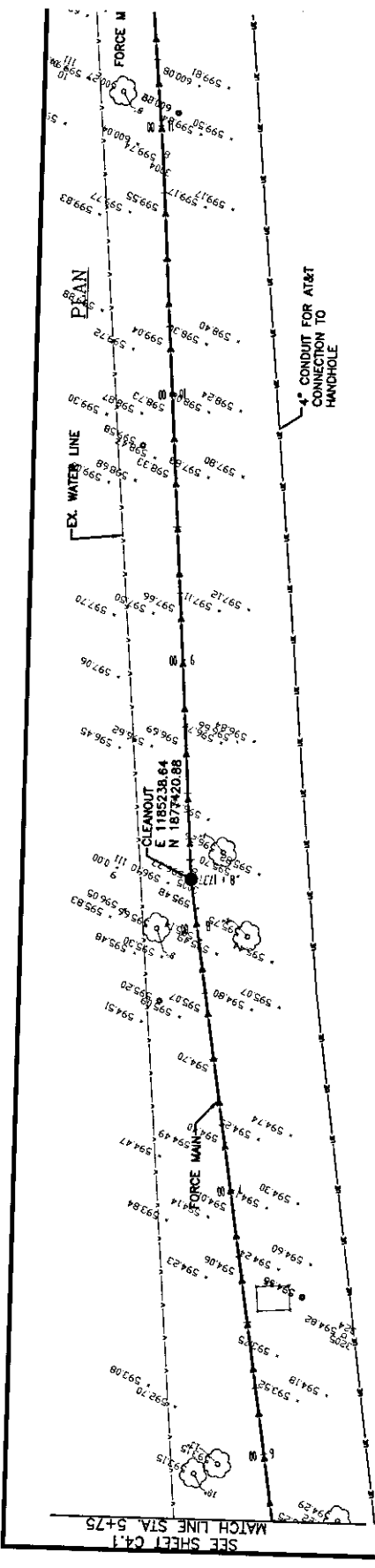
Drawings C4.1, 1 page (22"x34" format), dated 10/21/209
C4.2, 1 page (22"x34" format), dated 10/21/09
C5.5, 1 page (22"x34" format), dated 10/21/09

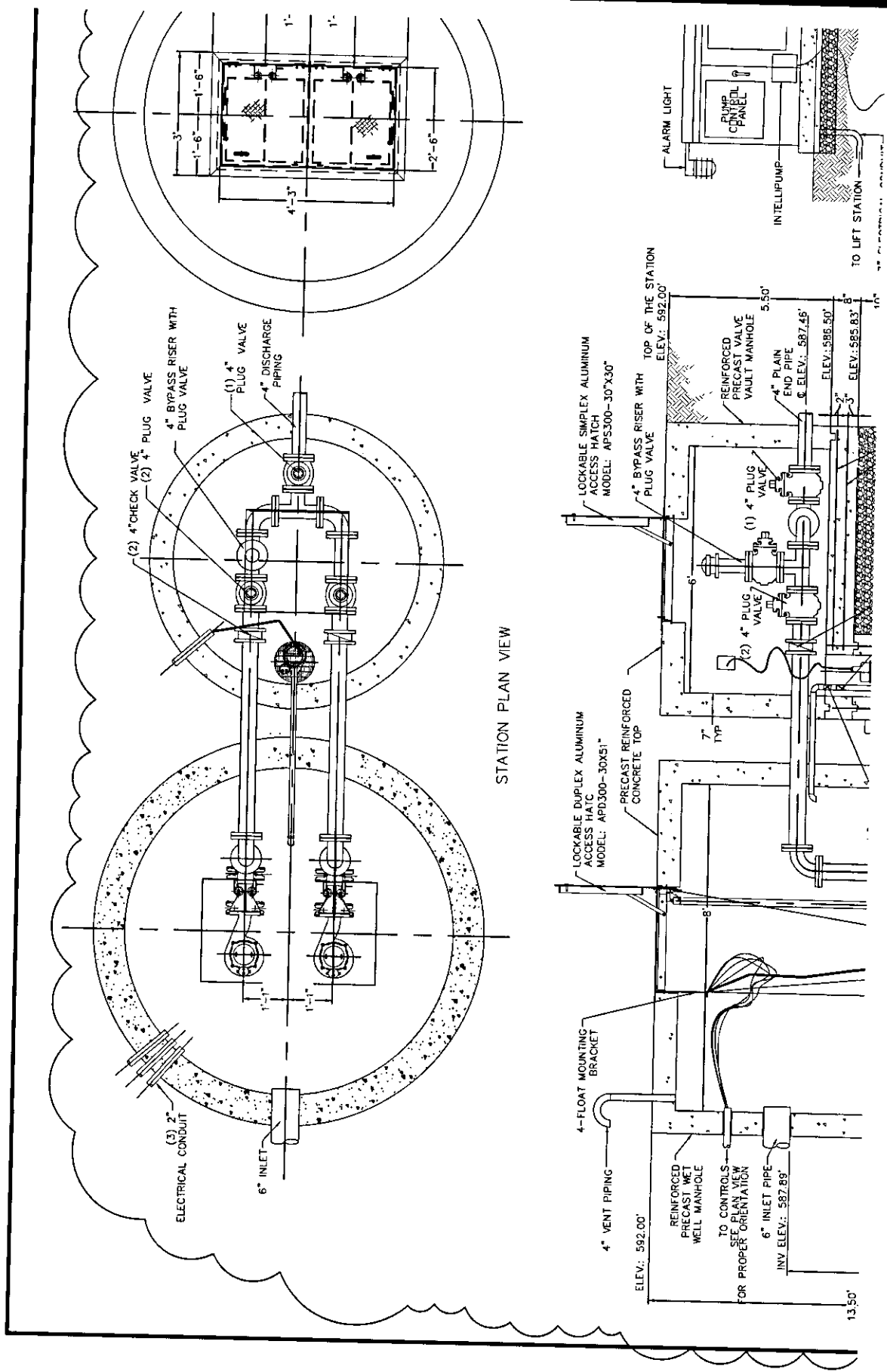
Specifications Section 02540 (8 1/2" x 11" format), dated 10/21/09

END OF ADDENDUM NO.2

PLAN







STATION PLAN VIEW

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO.3 TO CONTRACT NO. 1497

**For
40th Street Beach Comfort Station
And
Osterman Beach Comfort Station
For
New Construction**

DATE: Tuesday, October 27, 2009

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

Changes to Book 1 PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS:

Change 1: Reschedule Bid Opening, Date and Time: Wednesday, November 4, 2009 at 2:00PM, Room 200 on the 2nd Floor, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

END OF ADDENDUM NO.3

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

RE: Addendum No. 4 for Contract #1497- Comfort Stations at Ostreman and 40th Street Beach

Worrell, Ingrid

Sent: Tuesday, November 03, 2009 12:18 PM

To: Worrell, Ingrid; Meeks, Janice

Dear Eligible Bidders:

Clarification to Addendum No. 4:

- 1. ASK-01 has been added to the Attachments List and is referenced in the "Questions and Answers" section. ASK-01 will be included in Addendum No. 4 delivery today.**
- 2. The list of attachments has been updated to show C0.3 sketches, 2 pages.**

Ingrid Worrell
Contract Officer
Public Building Commission
Phone: 312-742-4712
email: ingrid.worrell@cityofchicago.org

From: Worrell, Ingrid
Sent: Monday, November 02, 2009 5:30 PM
To: Worrell, Ingrid; Meeks, Janice
Subject: RE: Addendum No. 4 for Contract #1497- Comfort Stations at Ostreman and 40th Street Beach

Dear Eligible Bidders:

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

Please find attached for your convenience Addendum No. 4, for Contract #1497 Comfort Stations at Osterman and 40th Street Beach.

Paper copies of Addendum No.4 will be delivered on Tuesday, November 3, 2009.

You can register and/or login to view the Plans, and Specs on the online planroom at:
<https://www.drawingdepot.com/?PBC>

The below List of Attachments for Addendum No. 4 will be delivered on Tuesday, Nov 3, 2009;

- C4.1 – 40th Street, 1 page (22" x 34" format)
- C4.1 – Osterman, 1 page (22" x 34" format)
- C5.2 – 40th Street, 1page (22" x 34" format)
- C5.2 – Osterman, 1 page (22" x 34" format)
- E1.01 – Osterman, 1 page (22" x 34" format)
- E1.01 – 40th Street, 1 page (22" x 34" format)
- E2.01 – 40th Street, 1 page (22" x 34" format)
- P0.01- Osterman, 1 page (22" x 34" format)
- P0.01- 40th Street, 1 page (22" x 34" format)
- C0.3 sketch – 40th Street, 1 page (11" x 17" format)
- PSK-06 – 40th Street and Osterman, 1 page (8.5" x 11" format)
- PSK-07 – 40th Street and Osterman, 1page (8.5" x 11" format)
- PSK-08 – 40th Street and Osterman, 1 page (8.5" x 11" format)

Ingrid Worrell
Contract Officer
Public Building Commission
Phone: 312-742-4712
email: ingrid.worrell@cityofchicago.org



November 10, 2009

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

Ike Hong
Pacific Construction Services
4700 N. Ravenswood, Suite B
Chicago, IL 60640

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Executive Director
ERIN LAVIN CABONARGI

RE: **Notice of Award**
Contract No.: 1497
Type of Work: New Construction
Project : Comfort Stations – Osterman and 40th Street Beach
Project # 11130 and 11140

Dear Mr. Hong:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on November 10, 2009 the Commission awarded to your company Contract No. 1497 in the amount of \$2,927,142.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President of your Company, attested by the 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 November 16, 2009, to the attention of Janice Meeks.

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

Sincerely,

Erin Lavin Cabonargi
Executive Director

cc: D. Slomiany, C. Kelly, K. Hall, C. Bruska, Procurement



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

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Executive Director
ERIN LAVIN CABONARGI

December 2, 2009

Ike Hong
Pacific Construction Services
4700 N. Ravenswood, Suite B
Chicago, IL 60640

Re: **NOTICE TO PROCEED**
Contract No.: 1497
Project Name: Comfort Stations- Osterman and 40th Street Beach
Type of Work: New Construction
Project No.: 11130 and 11140

Dear Mr. Hong:

Pursuant to Contract No.1497, which was awarded to your firm on November 10, 2009, you are hereby notified that the Notice To Proceed (NTP) date for this project is **December 3, 2009**.

Therefore in accordance with the Contract, the Substantial Completion date is established as **May 21, 2010**.

Please submit all project deliverables to Harrison Staley at:

**Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, IL 60602**

Please reference the PBC project number and contract number (as listed above) on all correspondences.

This Notice To Proceed authorizes you to enter upon the project site and commence with the Work on December 3, 2009.

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 Representative pursuant to Section 4.03 of Book 2 "Standard Terms and Conditions for Construction Contracts".

Sincerely,

Erin Lavin Cabonargi
Executive Director

Cc: J.Plezbert, H. Staley, D. Slomiany, P. Spieles, K. Holt, D. McNabb, C. Kelly, J. Stein, B. Quinn, G. Preuhs, E. Manning, T. McHugh, Procurement File