

832
Contractor: Pacific Construction Services, Inc
Address: 4700 N. Ravenswood, Suite B
City/State/Zip: Chicago, IL 60640
Phone Number: 773-290-1600
Fax Number: _____

TO BE EXECUTED IN DUPLICATE

BOOK 1:

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

**CONTRACT NO. 1481 Issued for Bid
CONTRACT NO. 1484 Assigned and Awarded**

JOB ORDER CONTRACT

FACILITIES RENOVATION WORK

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, Book 2A "Standard Terms and Conditions Procedures Manual;" Book 3 "The Construction Task Catalog"; Book 4 "Technical Specifications".

Issued for Bid March 2009

June 2008 (Rev. 1)

Proposal for
Public Building Commission of Chicago
Job Order Contract
Facilities Renovation Work

Contract No. 1481

March 4, 2009

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

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. _____ Bid Form 1, Bid Form 2 and Bid Form 3 (Section Five)
2. _____ Submit Appropriate Proposal (Section Five)
_____ Proposal To Be Completed By a Corporation (if Applicable); or
_____ Proposal To Be Completed By a Partnership; or
_____ Proposal To Be Completed By a Sole Proprietor
3. _____ Affidavit of Uncompleted Work (Book 1, Section Six)
4. _____ Affidavit of Non-Collusion (Book 1, Section Six)
5. _____ Disclosure of Retained Parties (Book 1, Section Six)
6. _____ Acceptance of the Bid (Book 1, Section Six)
7. _____ Schedule B – Affidavit of Joint Venture (if applicable) (Book 1, Section Six)
8. _____ Management Plan (To Be Inserted By the Bidder) (Book 1, Section One)
9. _____ Bid Guarantee (To Be Inserted By the Bidder) (Book 1, Section Two)

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

1. _____ Statement of Bidder's Qualifications (Book 1, Section Seven)
2. _____ Disclosure Affidavit (Book 1, Section Two, Book 1 Section Seven and Article 16 and Book 2, Section 21.13)
3. _____ Financial Statement (Book 1, Section Two, Article 15)

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS	31
BID FORM 1 - SCHEDULE OF PRICES	33
BID FORM 2 - AWARD CRITERIA CALCULATION	37
BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS	47
ACCEPTANCE OF THE BID.....	51
PROPOSAL TO BE EXECUTED BY A CORPORATION.....	53
SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE BID	55
BID FORM A: AFFIDAVIT OF UNCOMPLETED WORK.....	55
BID FORM B: AFFIDAVIT OF NON-COLLUSION.....	59
BID FORM C: DISCLOSURE OF RETAINED PARTIES.....	61
BID FORM D: SCHEDULE B - JOINT VENTURE AFFIDAVIT.....	63
BID FORM E: MANAGEMENT PLAN.....	67
BID FORM F: BID GUARANTEE.....	71
SECTION SEVEN - DOCUMENTS TO BE ON FILE WITH THE COMMISSION AT THE TIME OF BIDDING	75
STATEMENT OF BIDDER'S QUALIFICATIONS.....	75
DISCLOSURE AFFIDAVIT.....	77
FINANCIAL STATEMENT (TO BE INSERTED BY THE BIDDER)	87
SECTION EIGHT - EXHIBITS	89
SCHEDULE C - LETTER OF INTENT FROM MBE/WBE	89
SCHEDULE D - AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION	91
SCHEDULE E - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION	93
PERFORMANCE AND PAYMENT BOND SPECIMEN.....	95

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

TABLE OF CONTENTS

DOCUMENT SUBMITTAL CHECKLIST	1
SECTION ONE - PROJECT INFORMATION	3
1. INTRODUCTION.....	3
2. GENERAL PROJECT INFORMATION.....	3
3. CONTRACT PERFORMANCE PERIOD	5
4. CONTRACT AMOUNT.....	5
5. CONTRACT DOCUMENTS	5
6. BID PRICING	5
7. CONTRACTOR'S MANAGEMENT PLAN	6
8. CONTRACT AWARD.....	8
9. ASSIGNMENT OF WORK	10
10. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED	10
11. NOTICES	11
12. LIQUIDATED DAMAGES.....	11
13. LICENSING	11
14. PREVAILING WAGE RATES.....	11
SECTION TWO - INSTRUCTIONS TO BIDDERS.....	13
1. EXAMINATION OF DOCUMENTS BY BIDDER.....	13
2. INTERPRETATIONS OR ADDENDA	13
3. INSPECTION OF SITE (INTENTIONALLY DELETED).....	13
4. PRE-QUALIFICATION OF BIDDERS	13
5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER	13
6. PREPARATION OF BID	14
7. BID DEPOSIT.....	14
8. BIDDER'S EXECUTION OF BID	15
9. BASIS OF AWARD (AWARD CRITERIA)	15
10. AFFIDAVIT OF NON-COLLUSION.....	15
11. MBE AND WBE COMMITMENTS	15
12. AFFIDAVIT OF UNCOMPLETED WORK.....	15
13. BIDDER'S FINANCIAL STATEMENT	16
14. DISCLOSURE AFFIDAVIT	16
15. STATEMENT OF BIDDER'S QUALIFICATIONS	16
16. DISCLOSURE OF RETAINED PARTIES	16
17. SUBMISSION OF BID.....	16
18. WITHDRAWAL OF BIDS BEFORE BID OPENING.....	16
19. OPENING OF BIDS	16
20. EVALUATION OF BIDS.....	17
21. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 8, SECTION ONE - PROJECT INFORMATION)	17
22. PERFORMANCE AND PAYMENT BOND AND INSURANCE.....	17
23. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS ..	18
24. PROTESTS.....	18
SECTION THREE - CONTRACT INSURANCE REQUIREMENTS	19
SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATES	23

SECTION ONE - PROJECT INFORMATION

1. INTRODUCTION

- A. 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 and renovation of public buildings in the City of Chicago, and to oversee the construction and renovation of those public buildings until they are turned over to the user agency that will own and operate each facility.
- B. Book 1, which along with Book 2, Book 2A, Book 3 and Book 4 comprise the PBC's Job Order Contract for Renovations of Facilities 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 Construction Task Catalog and Book 4 is the Technical Specifications. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to perform the individual Work Orders. 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.

2. GENERAL PROJECT INFORMATION

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

**Job Order Contracting
For
Renovation of Facilities**

(Contract # 1481)

- B. **Scope of Work**

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Notice-to-Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Commission furnished, needed perform the necessary work. See Section III of Article 25, the JOC General Conditions for a complete description of the Scope of Work.

This Contract is to be used primarily for the renovation and repair of facilities. A Work Order could consist of a demolition, asbestos abatement, electrical and mechanical upgrades, site work, rough and finish carpentry, and/or architectural finishes. The Commission reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

The Commission's Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract with an estimated annual value and a not to exceed contract maximum value. The contract is for a base term of 24 months with the

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1481

option for an additional two one-year terms. The contract includes a Construction Task Catalog® (CTC®) which is a collection of detailed construction tasks that have established unit prices. Interested bidders bid adjustment factors to be applied to the established unit prices.

The work under this contract may contribute to the Commission's efforts to achieve LEED certification. The JOC contractor is required to implement work and collect and provide the documentation required to support this effort.

- C. User Agency: **TBD for each Work Order**
- D. Commission's Representative's Name, Address, and Phone Number:

**Jonathan Van Daveer
The Gordian Group
50 West Washington
Chicago, IL 60602
312-502-0001**
- E. Architect's Name, Address, and Phone Number: **TBD for each Work Order**
- F. Commission's Project Manager: **TBD for each Work Order**
- G. Ward: **Various Wards**
- H. Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of Bidders" for details): **Yes**
- I. Request for Information (RFI): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org prior to the bid opening date as early as possible to ensure that any questions can be answered.
- J. Documents Available from: Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.
- K. **Mandatory Pre-Bid Meeting Date, Time, and Location: Friday, February 6, 2009 at 1:00 pm** on the Concourse Level, RM115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. It is the Bidder's responsibility to ensure that a representative of the firm attends and signs the attendance sheet. Bids will not be considered from Bidders who didn't attend the pre-bid meeting.
- L. Bid Opening Location, Date and Time: Bids will be publicly opened and read at in the 2nd Floor Board Room, Richard J. Daley Center, 50 W. Washington, Chicago, IL 60602 on **Wednesday, March 4, 2009** at 11:00 am.
- M. Performance and Payment Bond: **\$10,000,000**
- N. Amount of Bid Deposit: **\$25,000**
- O. Document Deposit: **No Cost**
- P. Cost for Additional Documents (per set): **\$50.00 (non refundable)**
- Q. For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the area of the Work Order.
- R. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
- S. City of Chicago Residency Requirement = **50%**

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

3. **CONTRACT PERFORMANCE PERIOD**

- A. This Contract is effective for the term of 24 months from the date of award of the Contract. The Commission shall have the option to extend the term for the Contract for two additional one year terms. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of the Contract still in force.
- B. Performance time for each Work Order issued under this Contract will be determined by the Commission.
- C. The Commission is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Work Orders begins.

4. **CONTRACT AMOUNT**

- A. There is no minimum value of the Contract.
- B. The estimated value of the base term is \$20,000,000. The maximum value of the Contract is \$60,000,000.

5. **CONTRACT DOCUMENTS**

- A. The Contract Documents constituting component parts of this Contract are the following:
 - 1. Book 1: Project Information, Instructions and Execution Documents
 - 2. Book 2: Standard Terms and Conditions for Construction Contracts
(Book 1 and Book 2 are bound together)
 - 3. Book 2A: Standard Terms and Conditions Procedures Manual (CD-ROM)
 - 4. Book 3: Construction Task Catalog® (CD-ROM)
 - 5. Book 4: JOC Technical Specifications and Standard Drawings (CD-ROM)

6. **BID PRICING**

- A. Each bidder must submit **three sets of Adjustment Factors plus an additional Adjustment Factor to be applied to work not included in the (CTC®)** in order to be considered responsive. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. **Adjustment Factors must be specified to the fourth decimal place.**
- B. For bid evaluation purposes, only, the following work distributions shall be used to determine the combined adjustment factor; for example, it is estimated that 50% of the total value spent on the contract will be on projects greater than \$5,000,000.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

WORK ORDER VALUE	WORK ORDER DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
\$0 - \$500,000	5%	70%	30%
\$500,001 - \$1,000,000	5%	70%	30%
\$1,000,001 - \$5,000,000	30%	70%	30%
>\$5,000,001	50%	70%	30%
Non Pre-priced	10%		

- C. CTC[®] is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000) to the unit prices listed in the CTC[®]. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.
- D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-8 of Book Three – the CTC[®] for a complete explanation of what is included in the unit prices and what is not.
- E. Any revision by the Illinois Department of Labor to the applicable prevailing hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by the Commission for Work performed under the Contract.

7. CONTRACTOR'S MANAGEMENT PLAN

- A. The Bidder is required to submit two copies of its plan for management of the Contract. The title of the submittal shall be "**MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING.**" The Contractor's Management Plan must be submitted with the Bidder's bid documents.
- B. In addition to the proposal documents and other required submittals, the Contractor's Management Plan will be used by the Commission to determine the responsibility of the Bidder to perform the Contract. Therefore the Bidder should take great care in the preparation of the management plan.
- C. The management plan must be customized for this particular Contract. The Bidder is expected to evaluate the requirements of the Contract, assimilate the information provided at the pre-bid meeting and provide meaningful narrative regarding the topics mentioned below.
- D. The Bidder may be determined non-responsive for failure to submit the Management Plan for Execution of Job Order Contracting and/or declared non-responsive for failure to adequately address the issues below to the satisfaction of the Commission.
- E. The Management Plan shall include as a minimum the following information and organized specifically as shown below:
 - 1. Construction and Operations Management Plan:
 - A narrative description of how you propose to execute the project, including but

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

not limited to:

- a. Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.
- b. The MBE goal for this contract is 24% and the WBE goal is 4%. Please discuss how you plan to meet or exceed the goals. List Those M/WBE firms and their duties that you anticipate utilizing on this Contract. It is preferred that the goals be attained on each Work Order. However it is difficult to meet the goals on small single trade type Work Orders. However the Contractor is still expected to achieve M/WBE participation as much as possible on these types of projects. **For Work Orders greater than \$100,000, the Contractor will be required to meet or exceed the goals.**
- c. The Contractor is expected to participate in the development and documentation of the scope of work for each Work Order. It has been found beneficial for the JOC Contractor to participate with the scope authors, architects and engineers, in the development of the project's scope of work. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
- d. The Contractor prepares a price proposal from the CTC[®]. Explain in detail your planned procedure for developing price proposals for projects in the range of \$5 million to \$10 million dollars within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of price proposals in regards to verifying that the items in the price proposal are required of the detail scope of work at the correct quantity.
- e. Provide a Safety Program. Provide the name, qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site. Note that "site specific" safety plans will be required to be submitted at the pre-construction meeting for each Work Order.
- f. Provide your approach to the expeditious close out of projects, correction of unacceptable work, and punch list procedures.
- g. Incidental Architectural and Engineering services maybe required in support of individual Work Orders. Furthermore, more extensive Architectural and Engineering services that result in stamped plans may be ordered. Please identify how you intend to perform or have performed the Architectural and Engineering tasks as required by individual Work Orders for both situations above. If you plan to establish relations with architectural and engineering firms, so identify.
- h. Contractor Quality Program: The Contractor Quality Program (CQP) must be submitted to the Commission for review according to Section 01400 of Book 2A. The CQP is to be submitted after notification of award of the Contract but before execution of the Contract. Do not submit the CQP with the management plan. Note that "site specific" quality plan must be submitted at the pre-construction meeting for each Work Order.
- i. The specifications require:
 - (1) All material to be removed from the site shall be tested for hazardous materials by the Contractor's independent Licensed Environmental Consultant and shall be legally disposed of in accordance with Section 21.06 "Disposal of Materials, Construction Debris, Soil, and Waste" of Book 2, all at the Contractor's cost. In no case shall these materials be reused anywhere on other portions of the Site. All

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1481

Contractor's personnel shall be trained in the proper handling of such materials.

- (2) Should special disposal means be legally required for such materials, the Contractor shall submit to the Commission a certified report from its Licensed Environmental Consultant stating that all regulations and procedures were adhered to in the disposal of said materials.
- (3) Please identify your intended Licensed Environmental Consultant.

2. Management Team:

- a. Provide an organizational chart.
- b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, perform joint scopes, prepare proposals, negotiate with subcontractors, supervise construction, perform administration tasks, prepare and submit LEED documentation and environmental reports and documentation.
- c. Provide resumes of the Key Personnel listed in Book 2, JOC General Conditions and what experience and qualities will enhance the management and/or operations of this project. Resumes shall be prepared as follows: 1) Experience: in descending chronological order list for each experience: the position held, the dates in that position, the company, the major duties performed, and major projects for which the nominated person had direct responsibility in that position. 2) Education: list all schools of higher education attended and degree(s) achieved and other certificates of education earned.

3. Experience and Reference Information

- a. Provide: 1) a listing of all comparable contracts (i.e. JOC Contracts, indefinite quantity type Contracts, management of multiple projects and multiple sites, with multiple subcontractors simultaneously), and 2) a listing of large site work type projects commensurate with the type of projects anticipated at the Commission currently under construction and completed in the last five years.
 - (1) Project Name and Location:
 - (2) Type of Contract:
 - (3) Contract Amount:
 - (4) Date Completed:
 - (5) Owner Reference and Telephone No.:
 - (6) A/E Reference and Telephone No.:
 - (7) Description of why this project is relevant to this Contract:
- b. Provided that the Commission accepts the Contractor's Management Plan, it shall be incorporated in this Contract and any deviation from the Management Plan without the express written approval of the Commission may be deemed as event of default under this Contract.

8. CONTRACT AWARD

- A. Award will be made to the lowest responsive, responsible bidder(s). The lowest bid will be determined by the Award Criteria Figure, Section Five, herein.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

- B. It is the current intention of the Commission to award one (1) or more Job Order Contract(s) under this solicitation. The Commission reserves the right to make additional awards under this solicitation for a period of 210 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor(s) to whom the Contract was awarded; or, if the Contractor(s) to whom the Contract was awarded fails to perform the Contract. 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.
- C. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.
- D. Unbalanced Bid: Bids that the Commission considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- E. Bidders must submit four (4) sets of adjustment factors plus an additional **Adjustment Factor to be applied to work not included in the (CTC[®])**. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. Each factor must take into consideration all the direct costs and indirect costs of doing business with the Commission.
1. The first adjustment factor in each set is to be applied against the prices in the CTC[®] for work to be accomplished during normal working hours. The Commission encourages Contractors to bid as competitively as possible, however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. Therefore the Bidder must document on Bid Form 3 the methodology used to arrive at the adjustment factor amount to the satisfaction of the Commission. Failure to provide such justification will result in the bid being declared unbalanced and Article 8.D will apply. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC[®] against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.
 - a. The bidder must be aware that there are numerous business and construction related costs not included in the unit costs and must be considered in the adjustment factors. Following is a synopsis of some of these costs which are shown more completely and in more detail in Book 3 the Construction Task Catalog[®] pages 00-1 to 00-8.
 - (1) Business costs, including but not limited to:
 - (a) Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
 - (b) Profit
 - (c) Subcontractor's overhead and profit
 - (d) All taxes which are not waived
 - (e) The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
 - (2) Construction related costs, including but not limited to:

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1481

- (a) Services required to obtain filings and permits,
- (b) Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
- (c) Engineering and architectural services other than those required for stamped drawings
- (d) Construction vehicles
- (e) The difference in cost of equipment ownership vs. equipment rental
- (f) Personnel safety equipment
- (g) Traffic barricades, flagmen, groundmen
- (h) Protection of all surfaces during construction
- (i) Daily clean-up and professional final project clean-up
- (j) Difficult and extreme working conditions
- (k) Environmental Consultant Services provided by the Contractor
- (l) The LEED requirements associated with each Work Order and the cost of preparing LEED documentation

(3) Price variations.

- (a) Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.

2. The second adjustment factor in each set is to be applied against the prices in the CTC[®] for work to be accomplished during other than normal working hours. This factor must take into account all the additional costs of working on overtime, shift work and double time basis. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor. Bid Form 3 must contain adequate description of the methodology, data and information to justify the Other Than Normal Working Hours Adjustment Factor. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply.**

3. An additional adjustment factor is to be bid which will applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-priced Adjustment Factor must take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **Bid Form 3 must contain adequate description of the methodology, data and information to justify the Non Pre-priced Adjustment Factor. Failure to provide such justification will result in the bid being declared unbalanced and Article 8.D will apply.**

9. **ASSIGNMENT OF WORK**

If multiple awards are made, the assignment of the work is at the discretion of the Commission. However the Commission intends to assign work as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance of Article IX of the JOC General Conditions.

10. **COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED**

Verify
The Commission will furnish to the Contractor for each Work Order two (2) sets of electronic documentation and two (2) copies of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

11. NOTICES

In accordance with Book 2 Section 22.05 "Notices," Notices must be addressed as follows:

- A. If to the Commission, notices must be addressed to the attention of the Commission Representative with copies to: the Executive Director.
- B. If to the Contractor, notices must be sent to the address identified on the title page of this Book 1 with copies to: the Contractor's Bonding Company

12. LIQUIDATED DAMAGES

- A. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in each Work Order. The Contractor and the Commission understand and will agree prior to issuance of the Work Order NTP, that the time for the completion of the Work is reasonable time. If the Contractor neglects, fails or refuses to complete the Work (Substantial Completion of Phase(s), Milestones, or Work Order) 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:

For Work Orders Valued At:	Per Calendar Day
<\$300,000	\$500.00
\$300,000 - \$1,000,000	\$1,000
\$1,000,000 - \$5,000,000	\$2,000
>\$5,000,000	\$3,000

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.

- B. 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.
- C. If Liquidated Damages do not apply to a Work Order, it will be so indicated on the Work Order Request for Proposal.
- D. Substantial Completion of the Work is defined in Book 2, Section 1.01.28.

13. LICENSING

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

14. PREVAILING WAGE RATES

- A. 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 in Section Four. 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.

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS BY BIDDER

- A. The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A); Construction Task Catalog® (Book 3); Technical Specifications (Book 4); plans; drawings; Addenda (if any); and bonds. The Bidder shall familiarize itself with all the local conditions affecting the Contract and the detailed requirements of construction. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

2. INTERPRETATIONS OR ADDENDA

- A. 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.

3. INSPECTION OF SITE (INTENTIONALLY DELETED)

4. PRE-QUALIFICATION OF BIDDERS

- A. 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.
- B. 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.

5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER

- A. 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

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1481

Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

- B. 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.

6. PREPARATION OF BID

- A. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. The Bid Documents shall include the documents specified on the Document Submittal Checklist on page 1.
- G. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
1. Financial Statement
 2. Disclosure Affidavit
 3. Statement of Bidder's Qualifications

7. BID DEPOSIT

- A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, "General Project Information", Paragraph O to ensure:
1. Non-withdrawal of the bid after date and time of opening.
 2. 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.
- B. 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.
- C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- D. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

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.

- E. 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 or more of them, or for any reason rejects all bids.

8. BIDDER'S EXECUTION OF BID

- A. The Bidder must execute the bid in two (2) original counterparts.
- B. Bids must be submitted with original signatures in the space provided on Bid Form D, Section Six, "Acceptance of the Bid." Bids not properly signed shall be rejected.
- C. If Bidder is a corporation, the President and Secretary must execute the bid and the Corporate Seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- D. 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.
- E. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- F. 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).

9. BASIS OF AWARD (AWARD CRITERIA)

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

10. 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.

11. MBE AND WBE COMMITMENTS

If awarded the Contract, the bidder agrees to the terms of Article 23 "MBE/WBE Special Conditions of Book Two, Standard Terms and Conditions for Construction Contracts.

12. 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.

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1481

13. 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.

14. DISCLOSURE AFFIDAVIT

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

15. STATEMENT OF BIDDER'S QUALIFICATIONS

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

16. DISCLOSURE OF RETAINED PARTIES

A Disclosure of Retained Parties form will be completed and submitted with the bid. Additionally, a Disclosure of Retained Parties form will be completed and submitted for each Work Order prior to the start of construction and prior to issuance of a Work Order notice to proceed.

17. SUBMISSION OF BID

- A. 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.
- B. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- C. 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.

18. WITHDRAWAL OF BIDS BEFORE BID OPENING

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

19. 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

in person or by representative.

20. EVALUATION OF BIDS

- A. 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 Award Criteria Figure.
- B. If a discrepancy occurs in an amount written both in words and in figures, the amount written in words will prevail.
- C. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

21. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 8, SECTION ONE – PROJECT INFORMATION)

22. PERFORMANCE AND PAYMENT BOND AND INSURANCE

- A. 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.
- B. 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.
- C. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.
- D. The Performance and Payment Bond shall be in the form herein and in the amount shown in Section One, Paragraph N herein 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.
- E. 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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

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.

23. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS

- A. The order of precedence of the components of the Contract Documents shall be as follows:
1. Book 2 - Standard Terms and Conditions and JOC Special Conditions;
 2. Book 2A - Standard Terms and Conditions Procedures Manual
 3. Addenda, if any;
 4. The Work Order specific Plans, Drawings and Specifications;
 5. Standard Specifications of the Commission, the City, State or Federal Government, if any;
 6. Book 3 - the Construction Task Catalog®;
 7. Book 4 - The JOC Technical Specifications and Standard Drawings;
 8. Book 1 - Project Information, Instructions, and Execution Documents;
 9. Advertisement for bids; and
 10. Performance and Payment Bond, if required.
- B. The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the Commission.

24. PROTESTS

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481.

SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

Contract # 1481

CONTRACT 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.

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), explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission and the User Agency as identified in the Work Order RFP are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and the User Agency are to be named as additional insureds on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1481

User Agency 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. 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 and the User Agency are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Public Building Commission and/or User Agency 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.

7) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. The premium, i.e. the actual cost for any required Railroad Protective Liability Insurance Policy shall be paid by the Commission at the actual cost paid to the insurance company times a multiplier of 1.0000. No mark-ups of any type will be allowed.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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 agrees that insurers waive their rights of subrogation against the Public Building Commission and the User Agency, 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 and the User Agency 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. 1481

SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING
WAGE RATES

Cook County Prevailing Wage for February 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC	BLD			29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER	BLD			41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNISHER	BLD			32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
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			38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN	ALL			30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN	ALL			38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
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			28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER.	ALL			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER	ALL			34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST	BLD			40.530	42.530	1.5	1.5	2.0	7.000	7.670	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			24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II	ALL			29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER	BLD 1			43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 2			42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 3			39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 4			38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	FLT 1			47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 2			45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 3			40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 4			33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	HWY 1			42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 2			41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 3			39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 4			38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 5			36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER	ALL			39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER	ALL			36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS	BLD			29.920	33.590	1.5	1.5	1.5	2.600	2.390	0.000	0.000
PILEDRIIVER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER	BLD			42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER	BLD			38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER	BLD			43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER	BLD			36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER	BLD			33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER	BLD			26.510	27.360	1.5	1.5	2.0	4.200	2.280	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			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER	BLD			33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON	BLD			37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON	BLD			38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD			38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

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)

Tmg (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical 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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

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

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all 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,

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1481

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.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

PUBLIC BUILDING COMMISSION OF CHICAGO

CONTRACT NO. 1481

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); 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,

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

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

SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1481 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) Addendum No. 1 - 2/23/09
Addendum No. 2 - 2/27/09

_____, c) Project Information, Instructions, and Execution Documents (Book 1), d) Book 2A Standard Terms and Conditions Procedures Manual, e) Book 3 The Construction Task Catalog®, f) Book 4 Technical Specifications, and g) Plans and Drawings.

Further, the Contractor, having 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 as described in the Construction Task Catalog® as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on the next pages.

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 Work Order Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in the Work Order.

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

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

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

Contract No: 1481

BID FORM 1 - SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Work Order issued under this Job Order Contract using the Construction Task Catalog® (CTC®) and Technical Specifications incorporated herein with the following adjustment factors:

FOR WORK ORDER VALUE \$0 - \$500,000

1. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.1554

(Specify to four (4) decimal places)

2. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.1872

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE \$500,001 - \$1,000,000

3. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.1024

(Specify to four (4) decimal places)

4. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.1342

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE \$1,000,001 - \$5,000,000

5. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.0388

(Specify to four (4) decimal places)

6. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.0695

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE >\$5,000,001

7. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.0303

(Specify to four (4) decimal places)

8. Other Than Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during other than normal working hours in the quantities specified in individual Work Orders against his Contract for the unit price sum specified in the Construction Task Catalog® (CTC®) multiplied by the adjustment factor of:

1.0695

(Specify to four (4) decimal places)

9. Non Pre-priced Adjustment Factor: Contractor shall multiply this factor times the cost of the non pre-priced task as determined in Article III.B.5, JOC General Conditions Book 2

0.1050

(Specify to four (4) decimal places)

10. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated below,

Award Criteria Figure = \$ 20,362,305.98

Twenty million three hundred sixty-two thousand
(words) three hundred five and 98/100

Contract No: 1481

BID FORM 2 – AWARD CRITERIA CALCULATION

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 may 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 35 to the space provided on Bid Form 1. 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 22, 24, 26, 28, 30 and 32 during construction of the project.

Lines 22, 24 and 26 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 28, 30 and 32 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula**CANVASSING FORMULA****FOR WORK ORDER VALUE \$0 - \$500,000**

Line 1.	Normal Working Hours Adjustment Factor	<u>1.1554</u>
Line 2.	Multiply Line 1 by (.05 X .70) = .035	<u>0.0404</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>1.1872</u>
Line 4.	Multiply Line 3 by (.05 X .30) = .015	<u>0.0178</u>

FOR WORK ORDER VALUE \$500,001 - \$1,000,000

Line 5.	Normal Working Hours Adjustment Factor	<u>1.1024</u>
Line 6.	Multiply Line 5 by (.05 X .70) = .035	<u>0.0386</u>
Line 7.	Other Than Normal Working Hours Adjustment Factor	<u>1.1342</u>
Line 8.	Multiply Line 7 by (.05 X .30) = .015	<u>0.0170</u>

FOR WORK ORDER VALUE \$1,000,001 - \$5,000,000

Line 9.	Normal Working Hours Adjustment Factor	<u>1.0388</u>
Line 10.	Multiply Line 9 by (.30 X .70) = .210	<u>0.2181</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>1.0695</u>
Line 12.	Multiply Line 11 by (.30 X .30) = .090	<u>0.0963</u>

FOR WORK ORDER VALUE >\$5,000,001

Line 13.	Normal Working Hours Adjustment Factor	<u>1.0303</u>
Line 14.	Multiply Line 13 by (.50 X .70) = .350	<u>0.3603</u>
Line 15.	Other Than Normal Working Hours Adjustment Factor	<u>1.0695</u>
Line 16.	Multiply Line 15 by (.50 X .30) = .15	<u>0.1604</u>
Line 17.	Non Pre-priced Adjustment Factor	<u>1.0500</u>
Line 18.	Multiply Line 17 by .10	<u>0.1050</u>
Line 19.	Add lines 2, 4, 6 8, 10,12, 14, 16 and 18	<u>1.0543</u>
Line 20.	Maximum Value of Contract, Base Contract Term	<u>\$20,000,000</u>
Line 21.	Multiply Line 19 by Line 20	<u>21,085,540.00</u>
Line 22.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	<u>0.4</u>
Line 23.	Multiply Line 21 by Line 22 by 0.04	<u>337,368.64</u>
Line 24.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	<u>0.4</u>
Line 25.	Multiply Line 21 by Line 24 by 0.03	<u>253,026.48</u>
Line 26.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	<u>0.5</u>

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

Line 27.	Multiply Line 21 by Line 26 by 0.01	<u>105,427.70</u>
Line 28.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	<u>0.02</u>
Line 29.	Multiply Line 21 by Line 28 by 0.04	<u>16,868.43</u>
Line 30.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	<u>0</u>
Line 31.	Multiply Line 21 by Line 30 by 0.03	<u>0</u>
Line 32.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	<u>0.05</u>
Line 33.	Multiply Line 21 by Line 32 by 0.01	<u>10,542.77</u>
Line 34.	Summation of lines 23,25, 27,29,31 and 33	<u>723,234.02</u>
Line 35.	Subtract line 34 from Line 21	<u>20,362,305.98</u>

(Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 35) to the space provided on Bid Form 1 of this proposal. The Commission reserves the right to revise all arithmetic calculations for correctness.

6. Major Trades

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

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	
	Male	Female
<u>Bricklayers</u>	100%	
<u>Carpenters</u>	50%	10%
<u>Cement Masons</u>	70%	5%
<u>Electricians</u>	20%	20%
<u>Ornamental Iron Workers</u>	50%	
<u>Operating Engineers</u>	30%	
<u>Plumbers</u>	20%	
<u>Tuckpointers</u>	100%	
<u>Laborers</u>	50%	20%
<u>Asbestos Workers</u>	30%	
<u>Roofers</u>	50%	
<u>Painters</u>	50%	10%
<u>Sheet Metal Workers</u>	20%	
<u>Sprinkler Fitters</u>	20%	

BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS

CONFIDENTIAL

INSTRUCTIONS:

It is expected that the Bidder perform a detail analysis of the CTC[®]. Explain in detail the process you used to evaluate the pricing in the CTC[®] and how that evaluation process resulted in the bid adjustment factors. The Bidder must demonstrate to the Commission that adequate analysis was conducted to justify your bid adjustment factors. This must be in detail for each of the three adjustment factors below: Use additional sheets as required.

****See Attachment****

PART 1: CALCULATION OF THE NORMAL WORKING HOURS ADJUSTMENT FACTOR:

- 1.1 Work Order Value \$0 - \$500,000
- 1.2 Work Order Value \$500,001 - \$1,000,000
- 1.3 Work Order Value \$1,000,001 - \$5,000,000
- 1.4 Work Order Value > \$5,000,001

PART 2: CALCULATION OF THE OTHER THAN NORMAL WORKING HOURS ADJUSTMENT FACTOR:

- 2.1 Work Order Value \$0 - \$500,000
- 2.2 Work Order Value \$500,001 - \$1,000,000
- 2.3 Work Order Value \$1,000,001 - \$5,000,000
- 2.4 Work Order Value > \$5,000,001

Bid Form 3 – Calculation of the Bid Adjustment Factors

Part 1: Calculation of the Normal Working Hours Adjustment Factor:

1.1 Work Order Value \$0 - \$500,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.1554 which is representative of actual subcontractor and supplier pricing on projects that are less than \$500,000 in total value.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. The projects selected were all within the range of \$0 to \$500,000 and a wide variety of projects were researched. We also gathered current unit pricing from subcontractors and suppliers for various items within this range. We then entered the most current subcontractor pricing information for each item based upon the criteria. The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

1.2 Work Order Value \$500,001-\$1,000,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.1024 which is representative of larger line item quantities and thus, more of a subcontractor/supplier discount, in comparison to \$0 to \$500,000 projects performed under normal working hours.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. The projects selected were all within the range of \$500,001 to \$1,000,000 and a wide variety of projects were researched. We also gathered current unit pricing from subcontractors and suppliers for various items within this range. We then entered the most current subcontractor pricing information for each item based upon the criteria.

The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

1.3 Work Order Value \$1,000,001 - \$5,000,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.0388 which is representative of larger line item quantities and thus, more of a subcontractor/supplier discount, in comparison to \$500,001 to \$1,000,000 projects performed under normal working hours.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. The projects selected were all within the range of \$1,000,001 to \$5,000,000. We also gathered current unit pricing from subcontractors and suppliers for various items within this range. We then entered the most current subcontractor pricing information for each item based upon the criteria. The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

1.4 Work Order Value > \$5,000,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.0303 which is representative of larger line item quantities and thus, more of a subcontractor/supplier discount, in comparison to \$1,000,001 to \$5,000,000 projects performed under normal working hours.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. The projects selected were all within the range of being greater than \$5,000,000. We also gathered current unit pricing from subcontractors and suppliers for various items within this range. We then entered the most current subcontractor pricing information for each item based upon the criteria. The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

Part 2: Calculation of the Other Than Normal Working Hours Adjustment Factor:

2.1 Work Order Value \$0 - \$500,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.1872 which is representative of subcontractor and supplier pricing on projects that are less than \$500,000 in total value.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. The projects selected were all within the range of \$0 to \$500,000 and performed during other than normal working hours. We also gathered current unit pricing from subcontractors and suppliers for various items within this range. We then entered the most current subcontractor pricing information for each item based upon the criteria.

This factor shows an increase over normal working hours performed under the criteria (\$0 to \$500,000) based upon subcontractor and supplier information. The increase is reflective of premium increases for labor, material and equipment rates on various items for the other than normal work hours. The majority of the added costs come from the labor due to the premium put on these rates for performing work during other than

normal working hours. Most of the materials being acquired are at the same costs as normal working hours and the equipment cost increases are typically minimal.

The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

2.2 Work Order Value \$500,001 - \$1,000,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.1342 which is representative of larger line item quantities and thus, more of a subcontractor/supplier discount, in comparison to \$0 to \$500,000 projects that are performed under other than normal working hours.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. We also gathered current unit pricing from subcontractors and suppliers for various items within this range of \$500,001 to \$1,000,000. We then entered the most current subcontractor pricing information for each item based upon the criteria.

This factor shows an increase over normal working hours performed under the criteria (\$500,001 to \$1,000,000) based upon subcontractor and supplier information. The increase is reflective of premium increases for labor, material and equipment rates on various items for the other than normal work hours. The majority of the added costs come from the labor due to the premium put on these rates for performing work during other than normal working hours. Most of the materials being acquired are at the same costs as normal working hours and the equipment cost increases are typically minimal.

The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements,

traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

2.3 Work Order Value \$1,000,001 - \$5,000,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.0695 which is representative of larger line item quantities and thus, more of a subcontractor/supplier discount, in comparison to \$500,001 to \$1,000,000 projects that are performed under other than normal working hours.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. We also gathered current unit pricing from subcontractors and suppliers for various items within this range of greater than \$1,000,001 to \$5,000,000. We then entered the most current subcontractor pricing information for each item based upon the criteria.

This factor shows an increase over normal working hours performed under the criteria (\$1,000,001 to \$5,000,000) based upon subcontractor and supplier information. The increase is reflective of premium increases for labor, material and equipment rates on various items for the other than normal work hours. The majority of the added costs come from the labor due to the premium put on these rates for performing work during other than normal working hours. Most of the materials being acquired are at the same costs as normal working hours and the equipment cost increases are typically minimal.

The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

2.4 Work Order Value > \$5,000,000

Please see the attached spreadsheet for this factor which is based upon actual subcontractor and supplier pricing with the listed line items in this range and criteria. The spreadsheet shows a factor of 1.0695 which is representative of larger line item quantities.

In order to accurately determine a factor for this size of a proposal for the PBC JOC Contract #1481, Pacific Construction Services as listed above, took a sampling of CTC items from the CTC book that have been typically utilized on current and previous JOC projects from other contracts as well as obtained current pricing from subcontractors and suppliers. We also gathered current unit pricing from subcontractors and suppliers for various items within this range of greater than \$5,000,000. We then entered the most current subcontractor pricing information for each item based upon the criteria.

This factor shows an increase over normal working hours performed under the criteria (greater than \$5,000,000) based upon subcontractor and supplier information. The increase is reflective of premium increases for labor, material and equipment rates on various items for the other than normal work hours. The majority of the added costs come from the labor due to the premium put on these rates for performing work during other than normal working hours. Most of the materials being acquired are at the same costs as normal working hours and the equipment cost increases are typically minimal.

The spreadsheet also reflects the added business costs for PCS including but not limited to overhead, general conditions and fee. The overhead includes but is not limited to bonds, training, management, supervision, mobilization, vehicles, taxes (if applicable), fringe benefits, payroll taxes, worker's compensation and insurance. The general conditions includes but is not limited to permits, LEED requirements, environmental consultant fees, design services, engineering services, job staffing, safety requirements, traffic control, site protection, and cleanup costs. The fee is part of the anticipated profit of the project. All of these items are taken into consideration in the final determination of the factor.

Part 3: Calculation of the Non Pre-Pre Priced Adjustment Factor:

Based upon our previous calculations on the attached spreadsheets and the descriptions of the methods used to calculate our factors, one can see that we have broken out our company general overhead (1.5%), general conditions (1.5%) and fee (2%). This total amounts to approximately 5% of a typical JOC project. Thus, using these numbers as a basis, we have arrived at a Non Pre Priced factor of 1.05 required to perform the work. The actual number may have some fluctuation based upon various factors such as overall company size, insurance rating, bonding capacity and rating as well as more project

specific factors such as project size, # of subcontractors, expertise of subcontractors, timeliness completion and expeditious closeout of projects. For the purpose of the PBC JOC contract the factor would remain 1.05 as figured in all of the factor calculations as described above and demonstrated in bid form 3.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481 Issued for Bid

Contract No. 1484 Assigned and Award

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

Edward Johnson
Secretary

Richard M. Walley
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

Pacific Construction Services, Inc.
Contractor Name

4700 N. Ravenswood, Suite B, Chicago IL
Address 60640

If a Corporation:

By Ike Hong

President / Ike Hong
Title of Signatory

ATTEST:
By Luigi Storino

Secretary / Luigi Storino
Title

CORPORATE SEAL

If a Partnership:

Partner _____

Address _____

Partner _____

Address _____

Partner _____

Address _____

If a Sole Proprietorship:

Signature _____

NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 4th day of March, 2009.

Keri Nadar
Notary Public Signature

(SEAL)

Commission Expires: 2-14-2010



PROPOSAL TO BE EXECUTED BY A CORPORATION

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 March 4, 2009 to the Public Building Commission of Chicago, for Contract No. 1481 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 4th day of March, 2009.


Secretary

**SECTION SIX - ADDITIONAL DOCUMENTS TO BE EXECUTED AND
 SUBMITTED WITH THE BID**

BID FORM A: Affidavit of Uncompleted Work

PART 1: 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. (NOTE: Part 1 = Part 2 + Part 3)

	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						

PART 2: 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)						

PUBLIC BUILDING COMMISSION OF CHICAGO
 CONTRACT No. 1481

	1	2	3	4	Awards Pending	TOTALS
Miscellaneous Concrete						
Fireproofing						
Masonry						
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						

PART 3: 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. 1481

BID FORM A: Affidavit of Uncompleted Work

PART 1: 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	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge		
CONTRACT WITH	VILLAGE OF WILMETTE	CITY OF CHICAGO - DEPARTMENT OF GENERAL SERVICES	Illinois Sports Facilities Authority	U.S. ARMY CORPS OF ENGINEERS	CHICAGO DEPARTMENT OF TRANSPORTATION		
ESTIMATED COMPLETION DATE	May-09	May-09	Mar-09	Mar-10	Mar-09		
TOTAL CONTRACT PRICE	\$ 3,998,100.00	\$ 2,539,000.00	\$ 1,325,694.00	\$12,202,368.00	\$3,359,891.31		\$ 23,425,073.31
Uncompleted Dollar Value if Firm is the GC	\$ 203,694.98	\$ 208,240.00	\$ 53,558.21	\$ 1,420,899.69	\$ 174,898.76		\$ 2,061,292.64
Uncompleted Dollar Value if Firm is a Subcontractor	\$ 1,829,694.15	\$ 1,088,953.88	\$ 200,342.23	\$ 9,270,184.31	\$ 1,036,780.90		\$ 13,425,955.47
					TOTAL VALUE OF ALL WORK	\$ 15,487,248.11	

PART 2: 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	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	TOTALS
Earthwork	N/A	N/A	N/A	N/A	N/A	\$ -
Demolition	N/A	N/A	N/A	N/A	N/A	\$ -
Sewer and Drain	N/A	N/A	N/A	N/A	N/A	\$ -
Foundation	N/A	N/A	N/A	N/A	N/A	\$ -
Painting	N/A	N/A	N/A	N/A	N/A	\$ -
Struct. Steel (Bldg. Const.)	N/A	N/A	N/A	N/A	N/A	\$ -
Ornamental Steel (Bldg Construction)	N/A	N/A	N/A	N/A	N/A	\$ -

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
Miscellaneous Concrete	N/A	N/A	N/A	N/A	N/A	\$ -
Fireproofing	N/A	N/A	N/A	N/A	N/A	\$ -
Masonry	N/A	N/A	N/A	N/A	N/A	\$ -
H.V.A.C.	N/A	N/A	N/A	N/A	N/A	\$ -
Mechanical	N/A	N/A	N/A	N/A	N/A	\$ -
Electrical	N/A	N/A	N/A	N/A	N/A	\$ -
Plumbing	N/A	N/A	N/A	N/A	N/A	\$ -
Roofing & Sheet Metal	N/A	N/A	N/A	N/A	N/A	\$ -
Flooring & Tile Work	N/A	N/A	N/A	N/A	N/A	\$ -
Drywall & Plaster Work	N/A	N/A	N/A	N/A	N/A	\$ -
Ceiling Construction	N/A	N/A	N/A	N/A	N/A	\$ -
Hollow Metal & Hardware	N/A	N/A	N/A	N/A	N/A	\$ -
Glazing & Caulking	N/A	N/A	N/A	N/A	N/A	\$ -
Miscellaneous Arch. Work	N/A	N/A	N/A	N/A	N/A	\$ -
Landscaping	N/A	N/A	N/A	N/A	N/A	\$ -
Fencing	N/A	N/A	N/A	N/A	N/A	\$ -
Others (List)	N/A	N/A	N/A	N/A	N/A	\$ -
GENERAL CONDITIONS & MOBILIZATION	\$ 151,423.88	\$ 126,932.00	\$ 24,531.71	\$ 958,768.69	\$ 174,898.76	\$ 1,436,555.04
O.H./ FEE	\$ 52,271.10	\$ 81,308.00	\$ 29,027.50	\$ 462,131.00	\$ -	\$ 624,737.60
TOTALS	\$ 203,694.98	\$ 208,240.00	\$ 53,559.21	\$ 1,420,899.69	\$ 174,898.76	\$ 2,061,292.64

PART 3: 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	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	Sub-Total

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACTOR	PCS	EPI	EAGLE CONCRETE	A.P. EPSTEIN	ALGOZINE MASONRY	
TYPE OF WORK	DEMOLITION	EXCAVATION	UNDERPINNING CONCRETE	ARCHITECTURAL DESIGN	MASONRY	
SUBCONTRACT PRICE	\$ 12,800.00	\$ 308,486.00	\$ 53,500.00	\$ 741,340.00	\$ 2,709,922.56	\$ 3,826,048.56
AMOUNT UNCOMPLETED	\$ 12,800.00	\$ 14,710.88	\$ -	\$ 68,851.31	\$ 948,472.90	\$ 1,044,835.09
SUBCONTRACTOR	EPI	BARONE	ROMANO & SONS	HENKELS & MCCOY	GREAT LAKES	
TYPE OF WORK	EARTHWORK	SANITARY DRAINS	UNDERPINNING EXCAVATION	ARCHITECTURAL CONSULTANT	ELECTRICAL	
SUBCONTRACT PRICE	\$ 228,000.00	\$ 117,475.00	\$ 26,275.00	\$ 45,850.00	\$ 29,000.00	\$ 446,600.00
AMOUNT UNCOMPLETED	\$ -	\$ 6,155.00	\$ -	\$ 26,569.00	\$ 20,300.00	\$ 53,024.00
SUBCONTRACTOR	ST. JOHN PLUMBING	SANCHEZ PAVING	ROMANO & SONS	TBD	CABLE DESIGN	
TYPE OF WORK	UTILITIES	ASPHALT PAVING	EXCAVATION & UNDERPINNING	DEMOLITION	FENCING	
SUBCONTRACT PRICE	\$ 173,000.00	\$ 68,250.00	\$ 113,242.00	\$ 156,060.00	\$ 61,008.00	\$ 571,560.00
AMOUNT UNCOMPLETED	\$ 13,519.00	\$ 22,250.00	\$ -	\$ 156,060.00	\$ 61,008.00	\$ 252,837.00
SUBCONTRACTOR	TBD	EAGLE CONCRETE	EAGLE CONCRETE	TBD	CENTRAL LAWN	
TYPE OF WORK	PAVING	CURBS & GUTTERS	STRUCTURAL CONCRETE	EARTHWORK & SITE UTILITIES	SITE WORK	
SUBCONTRACT PRICE	\$ 104,900.00	\$ 30,000.00	\$ 73,000.00	\$ 227,600.00	\$ 10,000.00	\$ 445,500.00
AMOUNT UNCOMPLETED	\$ 104,900.00	\$ 13,053.00	\$ -	\$ 227,600.00	\$ 7,000.00	\$ 352,553.00
SUBCONTRACTOR	ACTION FENCE CONTRACTORS	TBD	ACI BRICKMASTER	TBD		
TYPE OF WORK	FENCE	FENCES & GATES	MASONRY	CAISSONS		
SUBCONTRACT PRICE	\$ 37,000.00	\$ 53,700.00	\$ 28,250.00	\$ 330,420.00		\$ 449,370.00
AMOUNT UNCOMPLETED	\$ 33,150.00	\$ 53,700.00	\$ 2,885.00	\$ 330,420.00		\$ 419,955.00
SUBCONTRACTOR	TBD	SITWORKS	ROMANO & SONS	TBD		
TYPE OF WORK	LANDSCAPING	LANDSCAPING	MASONRY DEMO	SITE MECHANICAL		
SUBCONTRACT PRICE	\$ 3,000.00	\$ 90,000.00	\$ 12,500.00	\$ 124,550.00		\$ 230,050.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
AMOUNT UNCOMPLETED	\$ 3,000.00	\$ 90,000.00	\$ -	\$ 124,550.00		\$ 217,550.00
SUBCONTRACTOR	CIRCLE CONCRETE	EAGLE CONCRETE	LEGNA	TBD		
TYPE OF WORK	STRUCTURAL CONCRETE	CAST-IN-PLACE CONCRETE	MISC. METAL FAB	ASPHALT PAVING		
SUBCONTRACT PRICE	\$ 321,000.00	\$ 65,900.00	\$ 16,030.00	\$ 257,760.00		\$ 660,690.00
AMOUNT UNCOMPLETED	\$ 147,800.00	\$ 26,655.00	\$ 863.33	\$ 257,760.00		\$ 433,078.33
SUBCONTRACTOR	DUKANE PRECAST	HASCEK MELVILLE	PCS	TBD		
TYPE OF WORK	PRECAST CONCRETE	CONCRETE SEALER	ROUGH CARPENTRY	FENCES & GATES		
SUBCONTRACT PRICE	\$ 115,000.00	\$ 5,167.00	\$ 4,500.00	\$ 32,840.00		\$ 157,507.00
AMOUNT UNCOMPLETED	\$ 23,000.00	\$ 5,167.00	\$ -	\$ 32,840.00		\$ 61,007.00
SUBCONTRACTOR	A.C.I. BRICKMASTER CONSTRUCTION	MOLTER	SIEBERT	TBD		
TYPE OF WORK	MASONRY	MASONRY	ARCH WOODWORK	LANDSCAPING		
SUBCONTRACT PRICE	\$ 71,600.00	\$ 99,140.00	\$ 22,125.00	\$ 250,831.00		\$ 443,696.00
AMOUNT UNCOMPLETED	\$ 14,320.00	\$ 43,896.79	\$ 22,125.00	\$ 250,831.00		\$ 331,172.79
SUBCONTRACTOR	SG KRAUSS	LEGNA	TBD	TBD		
TYPE OF WORK	STEEL-STRUCTURAL/MISC.	METAL FABRICATIONS	DAMPPROOFING & WATERPROOFING	CAST IN PLACE CONCRETE		
SUBCONTRACT PRICE	\$ 305,000.00	\$ 95,600.00	\$ 3,180.00	\$ 153,833.00		\$ 557,613.00
AMOUNT UNCOMPLETED	\$ 30,500.00	\$ 27,042.00	\$ -	\$ 153,833.00		\$ 211,375.00
SUBCONTRACTOR	POB CONSTRUCTION	POB CONSTRUCTION	PCS	TBD		
TYPE OF WORK	ROUGH CARPENTRY	ROUGH CARPENTRY	SEALANTS	STRUCTURAL CONCRETE		
SUBCONTRACT PRICE	\$ 39,310.00	\$ 68,000.00	\$ 2,500.00	\$ 615,590.00		\$ 725,400.00
AMOUNT UNCOMPLETED	\$ 11,006.80	\$ -	\$ 1,250.00	\$ 615,590.00		\$ 627,846.80
SUBCONTRACTOR	ACCURATE CUSTOM CABINETS	FOX RIVER	TBD	TBD		
TYPE OF WORK	MILLWORK	FINISH CARPENTRY	GUTTERS & DOWNSPOUTS	PRECAST CONCRETE		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACT PRICE	\$ 45,890.00	\$ 19,000.00	\$ 500.00	\$ 29,700.00		\$ 95,090.00
AMOUNT UNCOMPLETED	\$ 41,290.00	\$ -	\$ -	\$ 29,700.00		\$ 70,990.00
SUBCONTRACTOR	TBD	BELL CABINET	ANDERSON LOCK	TBD		
TYPE OF WORK	GLASS FIBER RESIN FABRICATION	ARCHITECTURAL WOODWORK	METAL DOORS & FRAMES	MASONRY		
SUBCONTRACT PRICE	\$ 15,000.00	\$ 18,130.00	\$ 4,915.00	\$ 683,500.00		\$ 721,545.00
AMOUNT UNCOMPLETED	\$ 15,000.00	\$ 18,130.00	\$ -	\$ 683,500.00		\$ 716,630.00
SUBCONTRACTOR	G & L ASSOCIATES	ELFI WALL SYSTEMS	ICS	TBD		
TYPE OF WORK	METAL PANELS	METAL PANEL SYSTEM	ACCESS DOORS & FRAMES	STRUCTURAL STEEL		
SUBCONTRACT PRICE	\$ 82,500.00	\$ 42,720.00	\$ 3,305.00	\$ 332,200.00		\$ 460,725.00
AMOUNT UNCOMPLETED	\$ 82,500.00	\$ -	\$ 3,305.00	\$ 332,200.00		\$ 418,005.00
SUBCONTRACTOR	PRATE INSTALLATIONS	CUSTOM FIT	SN BARTLETT	TBD		
TYPE OF WORK	ROOFING	SHEET METAL ROOFING	SHOWER DOORS	ROUGH CARPENTRY		
SUBCONTRACT PRICE	\$ 127,859.00	\$ 88,638.00	\$ 2,023.00	\$ 55,350.00		\$ 273,870.00
AMOUNT UNCOMPLETED	\$ 83,108.35	\$ 57,367.00	\$ 1,011.50	\$ 55,350.00		\$ 196,836.85
SUBCONTRACTOR	STREICH CORPORATION	H.C. ANDERSON ROOFING	MARKET CONTRACTING	TBD		
TYPE OF WORK	JOINT SEALANTS	SHEET METAL ROOFING	DRYWALL	ARCHITECTURAL WOODWORK		
SUBCONTRACT PRICE	\$ 3,250.00	\$ 28,440.00	\$ 11,246.00	\$ 20,077.00		\$ 63,013.00
AMOUNT UNCOMPLETED	\$ 3,250.00	\$ 28,440.00	\$ -	\$ 20,077.00		\$ 51,767.00
SUBCONTRACTOR	HOUSE OF DOORS	TBD	J & M TILE	TBD		
TYPE OF WORK	COILING DOOR	JOINT SEALANTS	CERAMIC TILE	MEMBRANE ROOFING		
SUBCONTRACT PRICE	\$ 58,484.00	\$ 3,570.00	\$ 13,771.00	\$ 466,018.00		\$ 541,843.00
AMOUNT UNCOMPLETED	\$ 29,242.00	\$ 3,570.00	\$ -	\$ 466,018.00		\$ 498,830.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACTOR	EDWARD STAUBER	BANE-NELSON	JUST RITE ACOUSTICS	TBD		
TYPE OF WORK	DOOR & HARDWARE	METAL DOORS AND FRAMES	ACOUSTICAL CEILING	APPLIED FIREPROOFING		
SUBCONTRACT PRICE	\$ 6,100.00	\$ 15,840.00	\$ 42,500.00	\$ 51,750.00		\$ 116,190.00
AMOUNT UNCOMPLETED	\$ 5,100.00	\$ 15,840.00	\$ 21,250.00	\$ 51,750.00		\$ 93,940.00
SUBCONTRACTOR	CPI DAYLIGHTING	DOOR SYSTEMS	RENOSYS CORP	TBD		
TYPE OF WORK	TRANSLUSCENT WALL PANELS	OVERHEAD DOORS	FLOORING	JOINT SEALANTS		
SUBCONTRACT PRICE	\$ 72,000.00	\$ 8,175.00	\$ 9,100.00	\$ 11,000.00		\$ 100,275.00
AMOUNT UNCOMPLETED	\$ 36,000.00	\$ 8,175.00	\$ 9,100.00	\$ 11,000.00		\$ 64,275.00
SUBCONTRACTOR	EMERALD ARCHITECTURAL PRODUCTS	ALUMITAL CORP.	CONTINENTAL PAINTING	TBD		
TYPE OF WORK	ALUMINUM STOREFRONT	STOREFRONT	PAINTING	DOORS/FRAMES/HARDWARE		
SUBCONTRACT PRICE	\$ 270,000.00	\$ 57,417.00	\$ 4,722.00	\$ 74,904.00		\$ 407,043.00
AMOUNT UNCOMPLETED	\$ 256,500.00	\$ 57,417.00	\$ 944.40	\$ 74,904.00		\$ 389,765.40
SUBCONTRACTOR	POB CONSTRUCTION	MARKET CONTRACTING	TBD	TBD		
TYPE OF WORK	DRYWALL	DRYWALL	FIRE EXTINGUISHER	ACCESS DOORS/FRAMES		
SUBCONTRACT PRICE	\$ 59,655.00	\$ 92,300.00	\$ 1,000.00	\$ 7,000.00		\$ 159,955.00
AMOUNT UNCOMPLETED	\$ 59,655.00	\$ 92,300.00	\$ 1,000.00	\$ 7,000.00		\$ 159,955.00
SUBCONTRACTOR	POB CONSTRUCTION	RIO BUILDERS	TBD	TBD		
TYPE OF WORK	ACOUSTICAL CEILING	CERAMIC TILE	TV MOUNTS	OVERHEAD DOORS		
SUBCONTRACT PRICE	\$ 41,322.00	\$ 3,800.00	\$ 750.00	\$ 3,000.00		\$ 48,872.00
AMOUNT UNCOMPLETED	\$ 41,322.00	\$ 3,800.00	\$ 750.00	\$ 3,000.00		\$ 48,872.00
SUBCONTRACTOR	TBD	SUPERIOR FLOOR	PRESTIGE DISTRIBUTION	TBD		
TYPE OF WORK	VCT	FLOOR PREP	TOILET ACCESSORIES	GLASS & GLAZING		
SUBCONTRACT PRICE	\$ 32,052.00	\$ 2,991.00	\$ 597.00	\$ 155,410.00		\$ 191,050.00
AMOUNT UNCOMPLETED	\$ 32,052.00	\$ 2,991.00	\$ -	\$ 155,410.00		\$ 190,453.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACTOR	RIO BUILDERS	ACOUSTEC CEILINGS	PHOENIX POOLS	TBD		
TYPE OF WORK	CERAMIC TILE	ACOUSTICAL CEILINGS	SWIMMING POOLS	DRYWALL / ACCOUSTICAL CEILINGS		
SUBCONTRACT PRICE	\$ 5,793.00	\$ 9,900.00	\$ 140,000.00	\$ 693,093.00		\$ 848,786.00
AMOUNT UNCOMPLETED	\$ 5,793.00	\$ 9,900.00	\$ 21,000.00	\$ 693,093.00		\$ 729,786.00
SUBCONTRACTOR	PCS	SUPERIOR FLOOR	UNITED STATES FIRE PROTECTION	TBD		
TYPE OF WORK	PAINT/WC	RESILIENT FLOORING	FIRE SUPPRESSION	CERAMIC TILE		
SUBCONTRACT PRICE	\$ 81,000.00	\$ 14,600.00	\$ 7,400.00	\$ 186,744.00		\$ 289,744.00
AMOUNT UNCOMPLETED	\$ 21,000.00	\$ 14,600.00	\$ -	\$ 186,744.00		\$ 222,344.00
SUBCONTRACTOR	SKYCO	PROFESSIONAL DECORATING	JSR ENTERPRISES	TBD		
TYPE OF WORK	LOUVERS	PAINTING	PLUMBING	FLUID-APPLIED FLOORING		
SUBCONTRACT PRICE	\$ 13,340.00	\$ 18,501.00	\$ 178,500.00	\$ 4,450.00		\$ 214,791.00
AMOUNT UNCOMPLETED	\$ 13,340.00	\$ 18,501.00	\$ 35,700.00	\$ 4,450.00		\$ 71,991.00
SUBCONTRACTOR	TBD	TBD	PREMIER MECHANICAL	TBD		
TYPE OF WORK	SIGNS	VISUAL DISPLAY BOARDS	HVAC	PAINTING		
SUBCONTRACT PRICE	\$ 10,000.00	\$ 2,240.00	\$ 142,220.00	\$ 70,406.00		\$ 224,866.00
AMOUNT UNCOMPLETED	\$ 10,000.00	\$ 2,240.00	\$ 56,888.00	\$ 70,406.00		\$ 139,534.00
SUBCONTRACTOR	CARNEY AND COMPANY	DIVISION 10	GREAT LAKES ELECTRICAL	TBD		
TYPE OF WORK	TOILET ACCESSORIES	TOILET PARTITIONS	ELECTRICAL	TOILET PARTITIONS		
SUBCONTRACT PRICE	\$ 430.00	\$ 4,052.00	\$ 112,350.00	\$ 12,262.00		\$ 129,094.00
AMOUNT UNCOMPLETED	\$ 430.00	\$ 4,052.00	\$ 22,470.00	\$ 12,262.00		\$ 39,214.00
SUBCONTRACTOR	INTERCLEAN	POLETECH	ROMANO & SONS	TBD		
TYPE OF WORK	VEHICLE MAINTENANCE EQUIPMENT	FLAGPOLES	DEMOLITION	WALL & CORNER GUARDS		
SUBCONTRACT PRICE	\$ 180,625.00	\$ 1,350.00	\$ 40,000.00	\$ 15,000.00		\$ 236,975.00
AMOUNT UNCOMPLETED	\$ 180,625.00	\$ 1,350.00	\$ -	\$ 15,000.00		\$ 196,975.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACTOR	CARNEY AND COMPANY	SPRING MOON S & D		TBD		
TYPE OF WORK	RUGS & MATS	SIGNAGE		SIGNAGE		
SUBCONTRACT PRICE	\$ 10,001.00	\$ 17,000.00		\$ 19,398.00		\$ 46,399.00
AMOUNT UNCOMPLETED	\$ 10,001.00	\$ 17,000.00		\$ 19,398.00		\$ 46,399.00
SUBCONTRACTOR	US FIRE PROTECTION	PCS		TBD		
TYPE OF WORK	FIRE PROTECTION	FIRE PROTECTION		LOCKERS		
SUBCONTRACT PRICE	\$ 21,200.00	\$ 600.00		\$ 164,750.00		\$ 186,550.00
AMOUNT UNCOMPLETED	\$ 21,200.00	\$ 600.00		\$ 164,750.00		\$ 186,550.00
SUBCONTRACTOR	STATE MECHANICAL	PARTITION SPECIALISTS		TBD		
TYPE OF WORK	HVAC	TOILET ACCESSORIES		WIRE MESH PARTITIONS		
SUBCONTRACT PRICE	\$ 315,000.00	\$ 2,325.00		\$ 8,529.00		\$ 325,854.00
AMOUNT UNCOMPLETED	\$ 204,750.00	\$ 2,325.00		\$ 8,529.00		\$ 215,604.00
SUBCONTRACTOR	MARTIN PETERSON CO.	PCS		TBD		
TYPE OF WORK	PLUMBING	APPLIANCES		PEST CONTROL		
SUBCONTRACT PRICE	\$ 102,000.00	\$ 1,000.00		\$ 3,000.00		\$ 106,000.00
AMOUNT UNCOMPLETED	\$ 53,040.00	\$ 1,000.00		\$ 3,000.00		\$ 57,040.00
SUBCONTRACTOR	GREAT LAKES	ICS		TBD		
TYPE OF WORK	ELECTRICAL	FLOOR MATS		VAULT EQUIPMENT		
SUBCONTRACT PRICE	\$ 350,000.00	\$ 2,204.00		\$ 20,000.00		\$ 372,204.00
AMOUNT UNCOMPLETED	\$ 157,500.00	\$ 2,204.00		\$ 20,000.00		\$ 179,704.00
SUBCONTRACTOR	EDWARD STAUBER	SKYCO		TBD		
TYPE OF WORK	DOOR HARDWARE ALLOWANCE	FLOOR MATS		AUDIO-VISUAL EQUIPMENT		
SUBCONTRACT PRICE	\$ 18,000.00	\$ 1,080.00		\$ 6,000.00		\$ 25,080.00
AMOUNT UNCOMPLETED	\$ 18,000.00	\$ 1,080.00		\$ 6,000.00		\$ 25,080.00

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACTOR	TJ SERVICES	INDECOR		TBD		
TYPE OF WORK	ACCESSIBLE HARDWARE ALLOWANCE	WINDOW TREATMENTS		FLOOR MATS		
SUBCONTRACT PRICE	\$ 12,000.00	\$ 1,850.00		\$ 7,500.00		\$ 21,350.00
AMOUNT UNCOMPLETED	\$ 12,000.00	\$ 1,850.00		\$ 7,500.00		\$ 21,350.00
SUBCONTRACTOR	ACI	MANNION		TBD		
TYPE OF WORK	TUCKPOINTING ALLOWANCE	PLUMBING		WINDOW TREATMENTS		
SUBCONTRACT PRICE	\$ 15,000.00	\$ 125,000.00		\$ 9,701.00		\$ 149,701.00
AMOUNT UNCOMPLETED	\$ 13,000.00	\$ 48,000.00		\$ 9,701.00		\$ 70,701.00
SUBCONTRACTOR	TBD	BELLE ENGINEERING		TBD		
TYPE OF WORK	PLANTINGS ALLOWANCE	HVAC		OFFICE FURNITURE		
SUBCONTRACT PRICE	\$ 30,000.00	\$ 178,043.00		\$ 45,856.00		\$ 253,899.00
AMOUNT UNCOMPLETED	\$ 30,000.00	\$ 163,534.65		\$ 45,856.00		\$ 239,390.65
SUBCONTRACTOR	NEENAH FOUNDARIES	CONTROLS BY SANTUCCI		TBD		
TYPE OF WORK	PLUMBING	HVAC		ASBESTOS MONITORING		
SUBCONTRACT PRICE	\$ 19,195.00	\$ 93,000.00		\$ 42,500.00		\$ 154,695.00
AMOUNT UNCOMPLETED	\$ -	\$ 87,000.00		\$ 42,500.00		\$ 129,500.00
SUBCONTRACTOR		CITY LIGHTS		TBD		
TYPE OF WORK		ELECTRICAL SYSTEMS		FIRE EXTINGUISHERS		
SUBCONTRACT PRICE		\$ 187,500.00		\$ 5,260.00		\$ 192,760.00
AMOUNT UNCOMPLETED		\$ 123,057.56		\$ 5,260.00		\$ 128,317.56
SUBCONTRACTOR				TBD		
TYPE OF WORK				FIRE PROTECTION PIPING		
SUBCONTRACT PRICE				\$ 103,944.00		\$ 103,944.00
AMOUNT UNCOMPLETED				\$ 103,944.00		\$ 103,944.00
SUBCONTRACTOR				TBD		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
TYPE OF WORK				PLUMBING		
SUBCONTRACT PRICE				\$ 147,000.00		\$ 147,000.00
AMOUNT UNCOMPLETED				\$ 147,000.00		\$ 147,000.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				HVAC		
SUBCONTRACT PRICE				\$ 1,182,495.00		\$ 1,182,495.00
AMOUNT UNCOMPLETED				\$ 1,182,495.00		\$ 1,182,495.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				ELECTRICAL		
SUBCONTRACT PRICE				\$ 2,225,850.00		\$ 2,225,850.00
AMOUNT UNCOMPLETED				\$ 2,225,850.00		\$ 2,225,850.00
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				TBD		
TYPE OF WORK				MASONRY		
SUBCONTRACT PRICE				\$ 140,000.00		\$ 140,000.00
AMOUNT UNCOMPLETED				\$ 140,000.00		\$ 140,000.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				ARCHITECTURAL WOODWORK		
SUBCONTRACT PRICE				\$ 500.00		\$ 500.00
AMOUNT UNCOMPLETED				\$ 500.00		\$ 500.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				GLASS & GLAZING		

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
SUBCONTRACT PRICE				\$ 4,500.00		\$ 4,500.00
AMOUNT UNCOMPLETED				\$ 4,500.00		\$ 4,500.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				DRYWALL		
SUBCONTRACT PRICE				\$ 13,733.00		\$ 13,733.00
AMOUNT UNCOMPLETED				\$ 13,733.00		
SUBCONTRACTOR				TBD		
TYPE OF WORK				CERAMIC TILE		
SUBCONTRACT PRICE				\$ 1,690.00		\$ 1,690.00
AMOUNT UNCOMPLETED				\$ 1,690.00		\$ 1,690.00
SUBCONTRACTOR				TBD		
TYPE OF WORK				PAINTING		
SUBCONTRACT PRICE				\$ 2,550.00		
AMOUNT UNCOMPLETED				\$ 2,550.00		
SUBCONTRACTOR				TBD		
TYPE OF WORK				TOILET PARTITIONS		
SUBCONTRACT PRICE				\$ 2,200.00		
AMOUNT UNCOMPLETED				\$ 2,200.00		
SUBCONTRACTOR				TBD		
TYPE OF WORK				WINDOW TREATMENTS		
SUBCONTRACT PRICE				\$ 1,500.00		
AMOUNT UNCOMPLETED				\$ 1,500.00		
SUBCONTRACTOR				MARTIN / HAGARTY		
TYPE OF WORK				PRE ENGINEERED STEEL		
SUBCONTRACT PRICE				\$ 145,588.00		
AMOUNT UNCOMPLETED				\$ 145,588.00		
SUBCONTRACTOR				FIRE PROTECTION SYSTEMS		

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1481

	1	2	3	4	5	TOTALS
PROJECT	Wilmette Public Works Facility	New 7th & 10th Ward Yard Facility	White Sox Hydrotherapy Room	Security Forces Operations Facility - Scott AFB	Michigan Ave. Bridge	
TYPE OF WORK				FIRE SUPPRESSION		
SUBCONTRACT PRICE				\$ 10,800.00		
AMOUNT UNCOMPLETED				\$ 10,800.00		
SUBCONTRACTOR				WELLS PLUMBING		
TYPE OF WORK				PLUMBING		
SUBCONTRACT PRICE				\$ 25,240.00		
AMOUNT UNCOMPLETED				\$ 13,803.00		
SUBCONTRACTOR				BMI		
TYPE OF WORK				HVAC		
SUBCONTRACT PRICE				\$ 23,373.00		
AMOUNT UNCOMPLETED				\$ 23,373.00		
SUBCONTRACTOR				BARTON ELECTRIC		
TYPE OF WORK				ELECTRICAL		
SUBCONTRACT PRICE				\$ 81,691.00		
AMOUNT UNCOMPLETED				\$ 36,691.00		
Total Uncompleted	\$ 1,829,694.15	\$ 1,088,953.88	\$ 200,342.23	\$ 9,270,184.31	\$ 1,036,780.90	\$ 13,412,222.47

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

March 4, 2009
Date

Ike Hong
Name (Type or Print)

President
Title

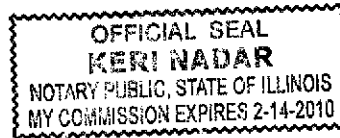
Pacific Construction Services, Inc.
Bidder Name
4700 N. Ravenswood, Suite B
Address
Chicago IL 60640
City State Zip

Subscribed and sworn to before me
this 4th day of March, 2009

Keri Nadar
Notary Public

(SEAL)

Commission expires: 2-14-2010



BID FORM B: 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 / Owner

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

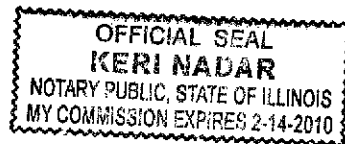
(Signed) _____
 President

(Title)
Subscribed and sworn to before me this 4th day of March 2009

[Signature]

 Notary

(Title)



My Commission expires: 2-14-2010

PUBLIC BUILDING COMMISSION OF CHICAGO
 Contract No. 1481

BID FORM C: Disclosure of Retained Parties

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

PBC JOC - Various Locations

Description of goods or services to be provided under Contract

Contract #1481 - Renovation and repair of facilities, and related tasks.

2. Name of Contractor:

Pacific Construction Services, Inc.

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Per JOC Proposal			

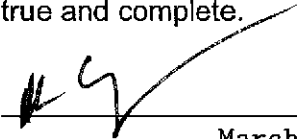
Check Here if No Such Persons Have been Retained or Are Anticipated To Be Retained:

PUBLIC BUILDING COMMISSION OF CHICAGO

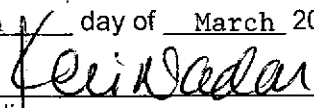
CONTRACT NO. 1481

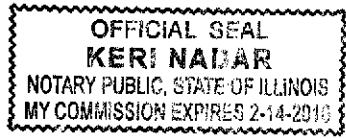
4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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


 Signature March 4, 2009 Date

Ike Hong
 Name (Type or Print) President Title

Subscribed and sworn to before me
 this 4th day of March 2009

 Notary Public



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

- | | | | |
|----------------------|-----------|----------------------------|------------|
| EARLEAN COLLINS | 1st Dist. | PETER H. GILBERT | 9th Dist. |
| ROBERT STEELE | 2nd Dist. | MIKE DINGLEY | 10th Dist. |
| JERRY BUTLER | 3rd Dist. | JOHN P. DALEY | 11th Dist. |
| WILLIAM H. BERRY | 4th Dist. | FOREST CLAYPOOL | 12th Dist. |
| DEBORAH BARR | 5th Dist. | LARRY SUPPES | 13th Dist. |
| JOAN PATRICIA MURPHY | 6th Dist. | GREGG BOBLEN | 14th Dist. |
| JOSEPH MARIO MORENO | 7th Dist. | TIMOTHY D. SCHNEIDER | 15th Dist. |
| ROBERTO MALDONADO | 8th Dist. | ANTHONY J. PERAZA | 16th Dist. |
| | | ELIZABETH ANN DODDY FORNAN | 17th Dist. |



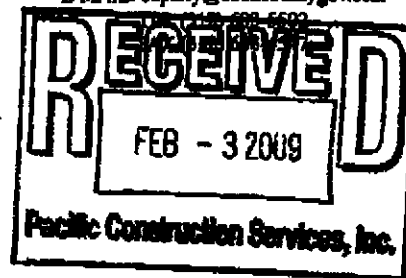
January 30, 2008

COOK COUNTY OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY DIRECTOR

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

E-MAIL: bherry@cookcountygov.com



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

**SECTION SEVEN – DOCUMENTS TO BE ON FILE WITH THE
 COMMISSION AT THE TIME OF BIDDING**

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 606
 Local Address Same as above
 Local Telephone No. and FAX No. 773-290-1600 / fax 773-290-1555

How many years operating as contractor for work of this nature? 11 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.	Dept. of General Services-JOC	\$6 Million/Yr.	2004-2009	Job Order Contract
2.	Dept. of Transportation-JOC	\$5 Million/Yr.	2005-2009	Job Order Contract
3.	Dept. of Transportation-JOC	\$5 Million/Yr.	2001-2005	Job Order Contract
4.	Dept. of General Services-JOC	\$4 Million/Yr.	2001-2004	Job Order Contract
5.	Chicago Transit Authority-JOC	\$3 Million/Yr.	2002-2004	Job Order Contract
6.	Chicago Public Schools-JOC	\$6 Million/Yr.	2004-2007	Job Order Contract
7.	Scott Air Force Base	\$12 Million	2008-2010	Design/Build Facilit
8.	Albany Park Middle School	\$19 Million	2005-2008	CPS School Project

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
Eric Kaplan, Kaplan, Papadakis & Gournis, PC, 180 N. LaSalle, Suite 2108
Chicago IL 60601
- E. Names and titles of officers authorized to sign contracts

<u>Ike Hong</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

If submitted by a partnership: N/A

- F. Firm Name _____
- G. Official Address _____
- H. Names of all Partners: _____

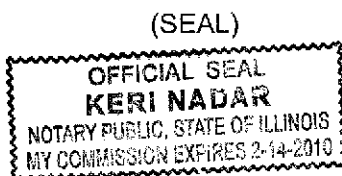
If submitted by an individual: N/A

- I. Firm Name _____
- J. The Owner _____
- K. Official Address _____

[Signature]
Signature of Affiant

Subscribed and sworn to before me this 4th day of March 20 09

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



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481

Date: March 4, 2009

DISCLOSURE AFFIDAVIT

Name: Ike Hong / Pacific Construction Services, Inc.

Address: 4700 N. Ravenswood, Suite B, Chicago IL 60640

Telephone No.: 773-290-1600

Federal Employer I.D. #: 36-3900091 Social Security #: 131-52-8301

Nature of Transaction:

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

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

The undersigned Ike Hong, as President
(Name) (Title)

and on behalf of Pacific Construction Services, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

- Bidder/Proposer/Contractor is a:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Ike Hong</u>	<u>President</u>	<u>No Directors</u>	
<u>Rick Goldman</u>	<u>Vice President</u>		
<u>Luigi Storino</u>	<u>Corporate Secretary</u>		

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Ike Hong</u>	<u>4700 N. Ravenswood, Suite B</u> <u>Chicago IL 60640</u>	<u>100</u> %
		%
		%

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

No Members

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

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

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

_____ N/A _____

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

Name(s)

Address(es)

_____ N/A _____	_____
_____	_____
_____	_____

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

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

Name(s)

Address(es)

N/A

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation N/A

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
N/A			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-

rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

- 1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any

federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

N/A

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1481



Signature of Authorized Officer

Ike Hong

Name of Authorized Officer (Print or Type)

President

Title

773-290-1600

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 4th day of March, 2009 by

Ike Hong (Name) as President (Title) of
Pacific Construction Services, Inc. (Bidder/Proposer or Contractor)



Notary Public Signature and Seal

