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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION  
DOCUMENTS

CONTRACT NO. C1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL  
3000 SOUTH LAWDALE  
SITE DEVELOPMENT  
PROJECT #05610

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

*Any Contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.*

ISSUED FOR BID ON APRIL 9, 2012

MARCH 2011 REV1.0

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# PUBLIC BUILDING COMMISSION OF CHICAGO

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## ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

### I. INTRODUCTION

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

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

### II. PROJECT INFORMATION

#### A. General Information

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

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL  
3000 SOUTH LAWDALE  
SITE DEVELOPMENT  
PROJECT #05610**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, a new artificial turf field south of the existing Dominguez Elementary School, include a walking track, benches, site lighting, site utilities, fencing and drainage.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$1,100,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 22<sup>nd</sup>, Ricardo Munoz, Alderman
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the South Lawndale Community Area as designated on Exhibit# 3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Manager of Procurement by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Contract Documents Available at: Best Imaging Solutions, 20 E. Randolph, Chicago, IL, telephone: 312-357-9050

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- 9. Online Contract Documents Available at: <http://www.drawingdepot.com/BestImaging?PBC>
- 10. **Pre-Bid Meeting** Date, Time, and Location: **Tuesday, April 17, 2012** at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- 11. **\*Mandatory Technical Review Meeting** for invited Pre-qualified Bidders: **Tuesday, April 17, 2012 at 11:00AM**, in the 2<sup>nd</sup> Floor Board Room. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.  
**\*NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
- 12. **Bid Opening** Date and Time: **Tuesday, May 1, 2012 at 11:00AM**
- 13. Amount of Bid Deposit: **5% amount of bid**
- 14. Amount of Commission's Contingency Fund: **\$35,000.00**
- 15. Document Deposit: **N/A**
- 16. Cost for Additional Documents (per set): **At the Contractor's own expense.**
- 17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
- 18. Source of Funding: **City of Chicago**

**B. Time of Completion**

Substantial Completion of the Work must be achieved not later than **August 15, 2012.**

**C. Commission's Contingency Fund**

- 1. The Commission's Contingency Fund for this project is: \$35,000.00
- 2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

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

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

**E. Liquidated Damages**

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

Substantial Completion of Project	\$1,500.00 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

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

**F. Prevailing Wage Rates**

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

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## III. INSTRUCTIONS FOR BIDDERS

### A. Examination of Documents By Bidder

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

### B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Manager of Procurement by email [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org); or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents- Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

### C. Inspection of Site

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

### D. Pre-Qualification of Bidders

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

### E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

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

### F. Preparation of Bid

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



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### G. Bid Deposit:

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

### H. Bidder's Execution of Bid

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

### I. Affidavit of Non-Collusion

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

### J. MBE and WBE Commitments

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

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

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

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

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

**L. Affidavit of Uncompleted Work**

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

**M. Disclosure of Retained Parties**

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

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**N. Submission of Bid**

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

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

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

**P. Opening of Bids**

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

**Q. Evaluation of Bids**

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

**R. Basis of Award**

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

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

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

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

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

#### T. Protests

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

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**U. Licensing**

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

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

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, May 15, 2012 and that the bid may not be withdrawn until that time.**
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1542, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

Addendum No. 1, dated April 26, 2012

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

ADDENDUM NO.1 TO CONTRACT NO. C1542

For

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL  
3000 SOUTH LAWDALE  
SITE DEVELOPMENT  
PROJECT #05610

DATE: April 26, 2012

**NOTICE OF CHANGES IN CONTRACT DOCUMENTS**

The following changes are hereby made in the Contract Documents.

**Changes to Book 2: STANDARD TERMS AND CONDITION:**

Change 1: Article 15 Shop Drawings, Product Data, Records, and Samples, Section 15.03.3 "Review by the Architect" add the following subsection.

- e. "Retain for Records" means that the submittals are being retained for informational purposes only or were submitted to comply with an administrative requirement of the Contract.

**Changes to Book 3: TECHNICAL SPECIFICATIONS:**

Change 2: Specification Section 01 35 63: Construction Waste Management – Section 1.4 Submittals **INSERT** item H. *Sustainable Projects Metrics Capture: Contractor is responsible for tracking and recording metrics associated with Materials/Waste identified in the Construction Parameters section of this form.*

Change 3: Specification Section 01 35 63: Construction Waste Management – **ADD** attached Sustainable Projects Metrics Capture form.

Change 4: Specification Section 32 92 23: Sodding – **REVISE** 3.2.A. to "Place topsoil to a depth of 6 inches beneath lawn areas."

**Changes to DRAWINGS:**

Change 5: Sheet L4.00 – **REVISE** note in legend for 4" of topsoil to be 6" of topsoil.

**QUESTIONS & ANSWERS:**

Q1 Spec 329223 section 3.2A states to place topsoil 12" depth beneath lawn areas. Legend on drawing L4.00 states to place topsoil 4" depth beneath sod. Please clarify topsoil depth required.

## PUBLIC BUILDING COMMISSION OF CHICAGO

- A1** Omit requirement for 12" depth in specifications and 4" depth on plans. Contractor to provide a minimum of 6" of topsoil in all sodded areas and amend topsoil to meet the requirements outlined in section 32 93 11 Plantings, 2.1.A. Topsoil.
- Q2** Area west and south of new turf field and asphalt is shown to receive new sod on drawing L4.00. Drawing L2.00 shows tree protection fence in these areas. Do you expect any new topsoil to be placed in these areas, or simply strip existing sod and replace with new sod at the same elevations?
- A2** Contractor to strip existing sod and provide topsoil as needed within tree protection fence to meet the proposed elevations, achieve positive drainage and minimize impacts to existing trees.

### List of Attachments:

**SPEC** Sustainable Projects Metrics Capture

**END OF ADDENDUM NO.1**



# Sustainable Projects Metrics Capture



Public Building Commission of Chicago • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

## THIS FORM TO BE FILLED OUT BY PROJECT MANAGER DURING DESIGN AND CONSTRUCTION

**Project Name:** Dominguez Elementary School Turf Field     **Architect of Record:** Hitchcock Design Group

**Address:** 3000 South Lawndale Avenue  
Chicago, IL 60639

**PBC Project #:** # 05610

**General Contractor:**

**File Code:** 04-05-04, 05-05-04

**Project Type:**     Interior Renov     Envelope     MEP     Add'n / Annex     New Building     Sitework     Other \_\_\_\_\_  
 ADA [Elevator / Plumbing]     No Primary Learning Space     Campus Parks / Playgrounds

**Scope:**

- 1.7 acres
- Installation of modified U-11 artificial turf soccer field
- Installation of a 2-lane asphalt walking track
- Sod restoration around the perimeter of the improvements
- Utility improvements

**LEED Requirements:**     Track Metrics Only - comparable to:    LEED (version, level)

DESIGN PARAMETERS		* Note as N/A if not in project scope			Comments
<b>Site</b>					
	Existing Condition (SF)	Design Condition (SF)	Total Area (SF)	Comments / Description:	
Building (SF)	NA	NA		Description: Asphalt track will potentially have red acrylic surface, SRI =36	
<b>Hardscape</b>					
Asphalt (imperv)		14,345			
Concrete (imperv)	5,293	8,584			
Permeable Pvmt					
Artificial Turf:		49,000			
Other:					
Landscape:	74,900	9,466		Description: Lawn and existing shade trees	
<b>Special / Best Management Practices (list + quantify - attach if required)</b>				Description: Water detention in storm trap system under artificial turf	
<b>Stormwater (Use Stormwater Ordinance Calcs)</b>					
Quantity Diverted from Sewer		0			
Quality - Quantity filtered		19,799 CF			
<b>Roof (NA)</b>	Existing Roof color:	Design - Description (incl SRI, extensive / intensive green roof):			
Existing to remain (SF):	NA	New roof total area (SF):	NA	Green Roof (SF) (incl pavers for access):	% green / total roof area:
Shade Trees #	Current: 23	Design Final: 15	15	Net added:	-7 (rem'v/ replc'd?) removed
<b>Water</b>				<b>Savings (Gal/yr)</b>	<b>Comments</b>
<b>Irrigation - System Water Use Conservation (use LEED calcs if irrigation to be installed)</b>					
<b>Plumbing Fixtures</b>	Replaced (Qt, gal)	New	(use LEED WEC3 template / calcs)		
Lavs					
WC					
Urinals					
Showers					
Other (water reuse system?)					

# Sustainable Projects Metrics Capture



Public Building Commission of Chicago • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

**THIS FORM TO BE FILLED OUT BY PROJECT MANAGER DURING DESIGN AND CONSTRUCTION**

**Project Name:** Dominguez Elementary School Turf Field      **Architect of Record:** Hitchcock Design Group

**Address:** 3000 South Lawndale Avenue  
Chicago, IL 60639

**PBC Project #:** # 05610      **General Contractor:**

Energy <i>(provide DOB mechanical form)</i>					Annual Savings	Comments
Electrical	Existing Equipment	New Equipment	# Replaced	Energy Svgs Per	Total (kWh/yr)	NO CFCs / LOW ODP / GWP refrigerants. Refrigerants:
Lighting	16 fixtures	16 fixtures	16 fixtures			
MEP (Pumps, motors, etc.)						
Elevator						
Natural Gas	Existing Equipment	New Equipment	Expected Annual Savings (therms)			
Boiler(s)						
Chiller(s)						
Domestic HW						
Renewables <i>(type; expected impact, yield)</i>						

**CONSTRUCTION PARAMETERS**      \* Note as N/A if not in project scope      **Comments**

**Materials / Waste**  
*(Use LEED templates or PBC LEED Monthly Report tracking matrices. Applies to all construction/demo waste and new materials specified in Division 2-10)*

Waste Diverted (tons)  
*(Attach Waste Management Plan updates and waste tracking log from disposal company)*       Designated Recycling Storage Area in design.

Total Waste (tons):	Waste Diverted (tons):	% diverted
---------------------	------------------------	------------

Deconstruction  
*(attach description. Include materials list, recipient(s))*

Recycled Content (\$ postconsumer + 1/2 \$ preconsumer)

Total Cost of Materials Div 2-10	Recycled Content Cost (postconsumer + 1/2 preconsumer)	% Recycled
----------------------------------	--	------------

Regional Material (\$)

Total Cost of Materials Div 2-10	Material Cost within 500 miles	% Regional
----------------------------------	--------------------------------	------------

Certified Wood (\$; \$ total all wood products)

Total Cost All Wood Products	Total Cost FSC Certified Wood
------------------------------	-------------------------------

Other:

Low Emitting Materials *(attach list of actual and VOC limits of all materials, from specifications)*      NA

Clean Indoor Air During Construction *(Comply with SMACNA guidelines)*      NA

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**BID FORM**

ITEM	AMOUNT
WORK	\$ 887,516.00
SITE WORK ALLOWANCE	\$25,000.00
COMMISSION'S CONTINGENCY FUND	\$35,000.00
<b>TOTAL BASE BID</b>	\$ 947,516.00
<b>AWARD CRITERIA FIGURE</b> <small>(See Section V. Proposal Support Document, line 15 of Award Criteria Figure)</small>	\$ 908,667.84

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

*The Guarantee Company of North America USA*  
*25800 Northwestern Highway #720*  
*SOUTH FIELD, MICHIGAN 48075*

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**SITE WORK ALLOWANCE**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

**Total Allowance Fund = \$25,000.00**

**NOTES:**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Secretary [Signature]

Chairman [Signature: Ral Emanuel]

CONTRACTING PARTY

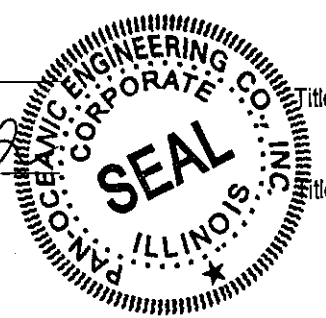
(Print or type names underneath all signatures)

Contractor Name: Pan Oceanic Engineering Co. Inc

Address: 8501 W Higgins Rd Ste 630 Chicago, IL 60631

If a Corporation:

By: Gylzar Singh [Signature]



President Title of Signatory

ATTEST: By: Narinder Singh [Signature]

Secretary Title

If a Partnership:

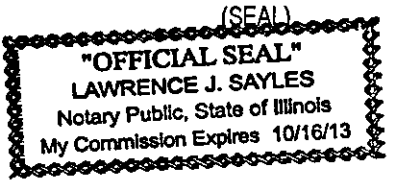
Partner Address
Partner Address
Partner Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC
County of Cook State of Illinois
Subscribed and sworn to before me on this 1 day of May, 2012.

Notary Public Signature: Lawrence J. Sayles
Commission Expires: 10-16-13



Approved as to form and legality

Neal & Leroy, LLC [Signature]

Date: 5/11/2012

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

**V. PROPOSAL SUPPORT DOCUMENTS**

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

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

**1. Instructions**

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

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

**2. Award Criteria Formula**

Line 1.	Total Base Bid, in figures	<u>947,516.00</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>18,950.32</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>14,212.74</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>4,737.58</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>947.52</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>38,848.16</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>908,667.84</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		<u>\$ 908,667.84</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

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

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

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

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

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

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

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

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

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

**5. Reporting**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1542  
**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

**To Perform As**

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

Name of Project: Ortiz de Dominguez Elementary School

Project Number: 05610

FROM:

OCEAN MIST INC. MBE \_\_\_\_\_ WBE   
(Name of MBE or WBE)

TO:

Pan-Oceanic Engineering and Public Building Commission of Chicago  
(Name of Bidder) Co. Inc.

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

\_\_\_\_\_ a Sole Proprietor

a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7/19/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

TRUCKING SERVICES  
\_\_\_\_\_  
\_\_\_\_\_

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

240 Hrs. @ \$80<sup>00</sup>/Hr. \$19,200<sup>00</sup>  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.1542  
**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**


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

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

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

By:

OCEAN MIST INC.  
Name of MBE/WBE Firm (Print)  
5/1/12  
Date  
312-446-4432  
Phone

  
Signature  
NAVTOR RAJWA  
Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

July 19, 2011

Navjot Bajwa  
Ocean Mist Inc.  
1104 N. Plum Grove Road #302  
Schaumburg, IL 60173

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

Dear Navjot Bajwa:

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

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

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

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

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

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

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

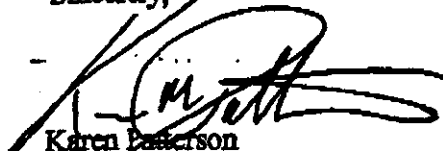
Business Enterprises in the specialty area(s) of:

**DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)  
SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL**

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

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

Sincerely,



Karen Patterson  
Deputy Director



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1542  
**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Menini Cartaop I  
 Name of MBE/WBE Firm (Print)  
04-27-12  
 Date  
847-524-1550  
 Phone

Linda Menini  
 Signature  
LINDA MENINI  
 Name (Print)

**IF APPLICABLE:**

By:

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

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print)  
 MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

March 16, 2007

Linda Menini, President  
**Menini Cartage, Inc.**  
951-B Estes Ct  
Schaumburg, Illinois 60193

**Annual Certificate Expires:**  
**Vendor Number:**

**September 1, 2008**  
**1000253**

Dear Mrs. Menini:

We are pleased to inform you that **Menini Cartage, Inc.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **September 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2008.**

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

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Interstate and Intrastate Trucking; Hauling Services**

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

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL/ds







CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

September 21, 2011

Linda Menini  
Menini Cartage, Inc.  
951-B Estes Court  
Schaumburg, IL 60193-4427

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

Dear Linda Menini:

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

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **7/1/2012**.

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

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

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

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

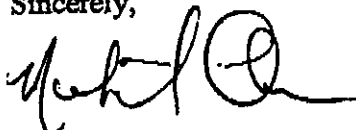
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

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

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

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

Sincerely,



Michael Chambers  
Senior Compliance Officer



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**MAR 28 2012**

Gulzar Singh  
Pan-Oceanic Engineering Co., Inc.  
8501 W. Higgins Rd. Suite 630  
CHICAGO, IL 60643

Dear Gulzar Singh:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) until **July 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Jimenez".

Monica Jimenez  
Deputy Procurement Officer

FH

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

**6. Major Trades**

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

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

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

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

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

<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
Labourers	50%.
Journey worker	50%.

PUBLIC BUILDING COMMISSION OF CHICAGO

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ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

Gulzar Singh, being first duly sworn, deposes and says that:

(1) He/She is Gulzar Singh  
(Owner, Partner, Officer, Representative or Agent) of Pan-Oceanic Engineering Co., 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.

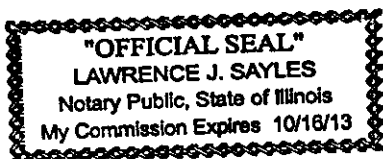
(Signed) [Signature]

President  
(Title)

Subscribed and sworn to before me this 1 day of May 20 12

[Signature]

(Title)  
My Commission expires: 10-16-13



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

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

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
\_\_\_\_\_  
\_\_\_\_\_
- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
\_\_\_\_\_  
\_\_\_\_\_

N/A

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

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

**To Perform As**

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

**PARTIAL PAY ITEMS**

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

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

PAN-OCEANIC ENG. CO., INC.

Name of MBE/WBE Firm (Print)

9/1/12

Date

773-601-8408

Phone

Signature

GUJAR SINGH

Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

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

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

By:

Pan-Oceanic Engineering Co., Inc  
Name of Contractor (Print)

5/1/12  
Date

773-601-8408  
Phone

Signature

Name (Print)

Gulzar Singh

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

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

Signature

Name (Print)

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

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

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

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

Dear Mrs. Cabonargi:

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

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

*N.A*

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

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

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

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

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

	<sup>1</sup> Cermak	<sup>2</sup> Halsted	<sup>3</sup> Irving Park	<sup>4</sup> DSS	Awards Pending	TOTALS
Project	S-4-126	S-4-126	5-7-149	M10-001		
Contract With	CDOT	CDOT	CDOT	CDOT		
Estimated Completion Date	5/15/12	6/15/12	9/23/12	12/31/12		
Total Contract Price	8,272,489	2,726,835	3,206,735.07	1,406,000		15,612,059.07
Uncompleted Dollar Value if Firm is the GC	1,451,114.88	208,702	3,206,735.07	1,406,000		6,272,551.95
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						

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

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

	1	2	3	4	Awards Pending	TOTALS
Earthwork	124,707	35,248	525,844	210,000		895,799
Demolition						
Sewer and Drain	114,626	28,118	260,012	100,000		512,756
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
PCC Base, C+G Paving	182,650		190,758			373,408
Bit Concrete Paving		33,785				33,785
Aggregate base and fill	169,528.83		183,500	145,209		498,237.83
Site Mobilization		11,122	50,091.20			61,213.20
TOTALS	59,511.83	118,273	1,210,205.20	455,209		2,375,199.03



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	Mayon/Haltz	Meade Electric	Midwest Brick	Carrera Concrete	
Type of Work	Concrete	Electrical	Pavers	Concrete	
Subcontract Price	1,592,148. <sup>75</sup>	688,076	97,000	221,882	
Amount Uncompleted	383,855. <sup>61</sup>	64,522	97,000	221,882	
Subcontractor	City Lights	Breezy Hill	Metro Mex Cont	Midwest Brick	
Type of Work	Electrical	Landscaping	Paving	Pavers	
Subcontract Price	1,392,499. <sup>40</sup>	150,115. <sup>70</sup>	140,969. <sup>72</sup>	209,036	
Amount Uncompleted	89,842. <sup>42</sup>	5,411	140,969. <sup>72</sup>	209,036	
Subcontractor	Breezy Hill	Pigane Paving	Moller Mast	Central	
Type of Work	Landscaping	Asphalt Paving	Irrigation	Irrigation	
Subcontract Price	511,436	131,185	109,000	44,824	
Amount Uncompleted	309,357. <sup>82</sup>	10,241	109,000	44,824	
Subcontractor	IPS/Lary	TA Bowman	John Burns	Horizon Elect	
Type of Work	Precast	Structural Steel	Electrical	Electrical	
Subcontract Price	380,172	67,200	900,026	165,000	
Amount Uncompleted	27,214. <sup>51</sup>	10,255	900,026	165,000	
Subcontractor	JEM Traffic		JEM Traffic	Premium Concrete	
Type of Work	Traffic Control		Traffic Control	Basement Wall	
Subcontract Price	156,599		85,000	29,600	
Amount Uncompleted	50,332. <sup>69</sup>		85,000	29,600	
Subcontractor			Diaz Group LLC	Peerless Fence	
Type of Work			Landscaping	Fencing	
Subcontract Price			71,999. <sup>90</sup>	48,449	
Amount Uncompleted			71,999. <sup>90</sup>	48,449	
TOTAL Uncompleted	859,603. <sup>05</sup>	90,429			

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor			TBD	McGinty	
Type of Work			Tree Removal	Landscaping	
Subcontract Price			15,240	135,000	
Amount Uncompleted			15,240	135,000	
Subcontractor			TBD	TBD	
Type of Work			concrete	Misc. Paving	
Subcontract Price			476,901. <sup>25</sup>	85,500	
Amount Uncompleted			476,901. <sup>25</sup>	85,500	
Subcontractor			TBD	TBD	
Type of Work			Precast	Pavement Marking	
Subcontract Price			44,876	11,500	
Amount Uncompleted			44,876	11,500	
Subcontractor			TBD		
Type of Work			Fencing		
Subcontract Price			36,476		
Amount Uncompleted			36,476		
Subcontractor			TBD		
Type of Work			Stripping		
Subcontract Price			19,041		
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted			1,996,529. <sup>87</sup>	950,791	

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

**Affidavit of Uncompleted Work (continued)**

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

Signature [Handwritten Signature]  
Name (Type or Print) Gulzar Singh

Date 5/1/12  
Title President

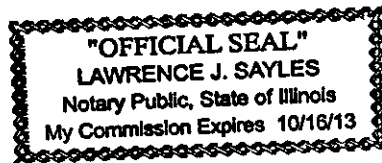
Bidder Name Pan-Oceanic Engineering Co.Inc.  
Address 8301 W Higgins Rd Suite 630  
Chicago IL 60631  
City State Zip

Subscribed and sworn to before me  
this 1 day of May, 2012

[Handwritten Signature]  
Notary Public

(SEAL)

Commission expires: 10-16-13



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**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 Pan-Oceanic Engineering Co., Inc.  
 Submitted By Gulzar Singh  
 Title President  
 Permanent Main Office Address 8501 W Higgins Rd. Suite 630  
 Local Address Chicago, IL 60631  
 Local Telephone No. and FAX No. (773)601-8408 (773)601-8409

How many years operating as contractor for work of this nature? 13 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.	GARFIELD PARK, CHICAGO	\$ 740,446.00	2001	ARTIFICIAL TURF FIELD
2.	MUMFOLD PARK, CHICAGO	\$ 660,066.00	2011	"
3.	PASTEUR PARK, CHICAGO	\$ 747,658.00	2011	"
4.	CORNELL PARK, CHICAGO	\$ 782,459.00	2011	"
5.	GAGE PARK, CHICAGO	\$ 1,022,100.00	2011	"
6.	CALLUMET & MCKINLEY PARK	\$ 1,773,178.00	2010	"
7.	RIVER PARK SOCCER FIELD	\$ 250,000.00	2008	"
8.	LINCOLN, MARQUETTE & DAVIS SQUARE PARKS	\$ 1,796,238.00	2001	"

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

**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 Pan-Oceanic Engineering Co., Inc.
- (b) State and City in which incorporated Illinois, Chicago
- (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

Pan-Oceanic Engineering Co., Inc. 8501 W. Higgins Rd Ste. 603  
Chicago, IL 60631

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

Gulzar Singh  
Name  
Harinder Singh  
Name

President  
Title  
Secretary  
Title

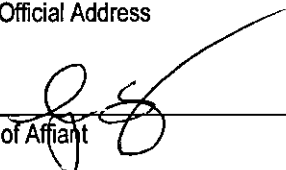
If submitted by a partnership:

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

If submitted by an individual:

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

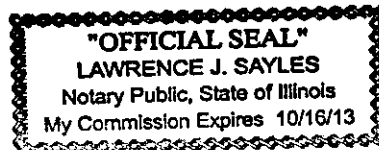
Signature of Affiant



Subscribed and sworn to before me this 1 day of May 2012

Lawrence J. Sayles  
Notary Public  
My Commission expires: 10-16-13

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: Ortiz de Dominguez El. School  
Description of goods or services to be provided under Contract  
Construction of Artificial Turf Field
2. Name of Contractor: Pan-Oceanic Engineering Co., 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.

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. C1542

PERFORMANCE AND PAYMENT BOND

Contract No. C1542

Bond No.

Bond # 40078444

---

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

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The Guarantee Company of North America USA.

---

a corporation organized and existing under the laws of the State of MICHIGAN, with offices in the State of  
Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Nine Hundred Forty-Seven Thousand Five Hundred  
Sixteen Dollars and No Cents (\$947,516.00) for the payment of which sum well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto  
attached, with the Commission, dated May 8, 2012, for the fabrication, delivery, performance and  
installation of

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1542

from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of Nine Hundred Forty-Seven Thousand Five Hundred Sixteen Dollars and No Cents (\$947,516.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1542

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 11th of May, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name BY N/A (Seal) Individual Principal

Business Address Individual Principal (Seal)

City State

CORPORATE SEAL

ATTEST:

BY Narinder Singh Secretary Narinder Singh Title President Gulzar Singh Title Oceanic Engineering Co. Inc. Corporate Principal

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

The Guarantee Company of North America USA

BY 1655 N. Arlington Heights Road Arlington Heights, IL. 60004 Business Address & Telephone 847-398-3131

Corporate Surety James Tragos Attorney-in Fact Title

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: John Teshima

Business Address: 2432 Ridge Road, Lansing, IL. 60438

Telephone: 708-394-5128 Fax: 708-394-5131

The rate of premium of this Bond is \$ 14.40 per thousand per thousand. \*\* Total amount of premium charged is \$ 13,644.23 \*\*

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. C1542

BOND APPROVAL

BY  
  
Secretary,  
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Narinder Singh, certify that I am the Corporate Secretary of Pan Oceanic Engineering Company Inc., corporation named as Principal in the foregoing performance and payment bond, that Gulzar Singh who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 11th day of May 2012.

CORPORATE SEAL





# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Greg Cerniglia, James Tragos, Marsha Patterson, Donald J. Scott*  
**S & C Insurance Center, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

**STATE OF MICHIGAN**  
County of Oakland

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this *11<sup>th</sup>* day of *May*, 2012

*Randall Musselman*

**Randall Musselman, Secretary**



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**Document Submittal Checklist**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

**EXHIBIT #1**

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

**Cook County Prevailing Wage for April 2012**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD	1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD	7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT	1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT	2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT	3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT	4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY	1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY	7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770

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PAINTER SIGNS	BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD		49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD		35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD		39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD		40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

COOK COUNTY

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

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

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

### COMMUNICATIONS ELECTRICIAN

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

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

### MARBLE FINISHER

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

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

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

### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant;



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Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including  $\frac{3}{4}$  cu yd.) .

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster;

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Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

**TERRAZZO FINISHER**

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

**TRAFFIC SAFETY**

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

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

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

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Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

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## EXHIBIT #2 INSURANCE REQUIREMENTS

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

### INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

4) **Contractors Pollution Liability**

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

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

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

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

#### 5) Professional Liability

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

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

#### 5) Builders Risk

Contractor must provide All Risk Builders Risk Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

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

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

**B. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1542

**ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL**

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

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

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

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

Contractor must submit the following at the time of award:

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

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

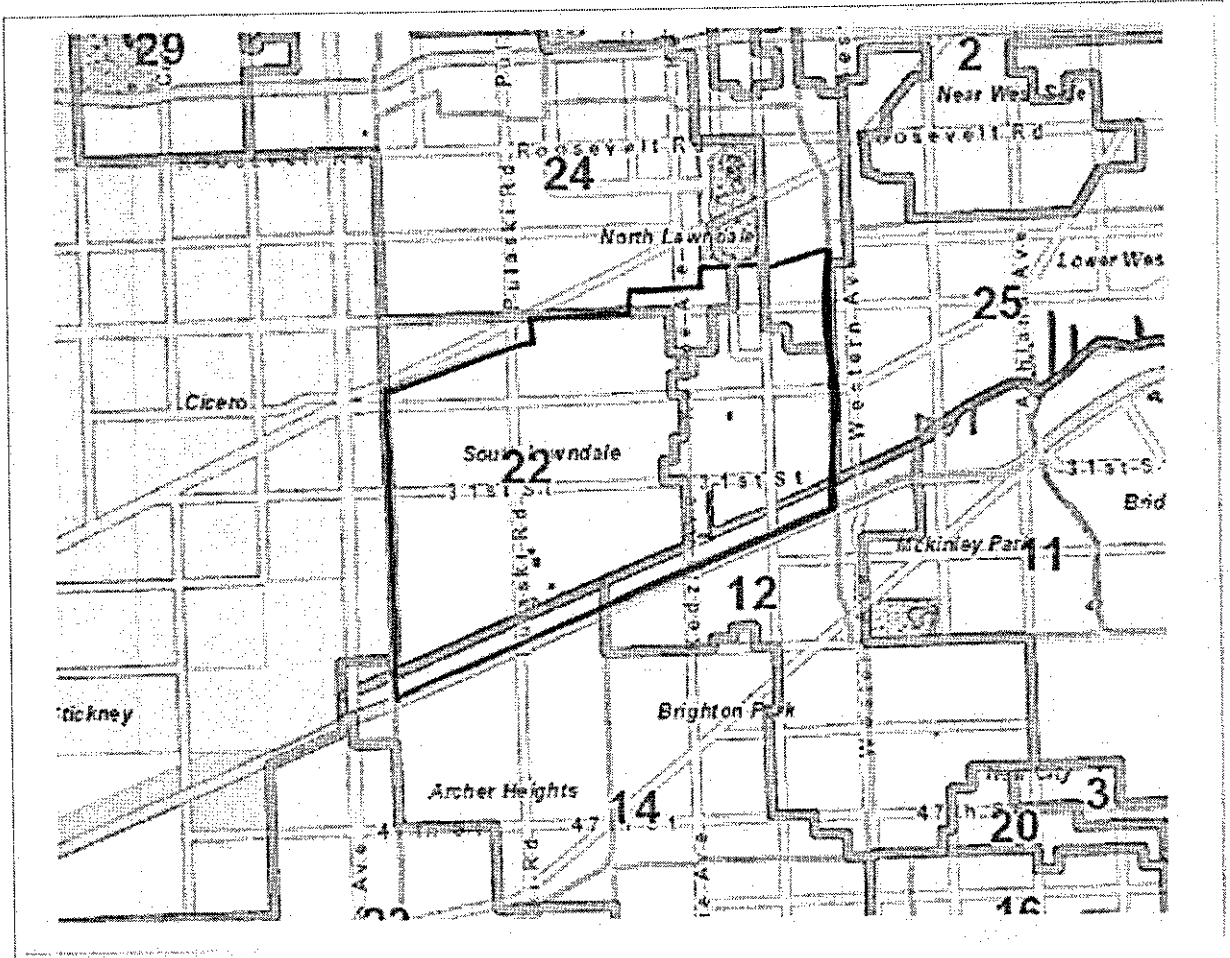


PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1542

ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL

EXHIBIT # 3 COMMUNITY AREA MAP- SOUTH LAWDALE - 22<sup>ND</sup> WARD



**CERTIFICATE OF REGISTRATION**  
 ISSUED BY THE  
**DEPARTMENT OF BUILDING AND ZONING**  
**OF COOK COUNTY**

FIRM NAME: **PAN-OCEANIC ENGR. CO. INC.**  
**8501 W HIGGINS ROAD**  
**CHICAGO 60631**

TYPE OF CONTRACTOR: **GENERAL WITH TRADES**

REGISTRATION NO.: **037219**

DATE ISSUED: **DECEMBER 20, 2011** FEE PAID: **\$52.50** VALID TO: **NOVEMBER 30, 2012**



BUILDING AND ZONING DEPUTY COMMISSIONER  
**MICHAEL FAZIO**

Thank you for registering as a Contractor with the Cook County Department of Building and Zoning. Please be advised that you should retain the Certificate of Registration above in your office. The Contractor's Registration Card (lower right hand corner) must be kept on your person and you may be required to produce this card at times for Inspectors of the Department of Building and Zoning.

**PAN-OCEANIC ENGR. CO. INC.**  
**8501 W HIGGINS ROAD**  
**CHICAGO 60631**

**DEPARTMENT OF BUILDING & ZONING  
 OF COOK COUNTY**

TONI PRECKWINKLE                      MICHAEL FAZIO  
President of the Board of Commissioners of Cook County      Deputy Commissioner of Building and Zoning of Cook County

**CONTRACTOR REGISTRATION CARD**

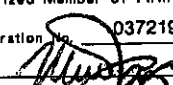
Firm PAN-OCEANIC ENGR. CO. INC.

Address 8501 W HIGGINS ROAD CHICAGO

Owner CORP.

Type of Contractor GENERAL WITH TRADES

Authorized Member of Firm \_\_\_\_\_ Signature \_\_\_\_\_  
 Registration No. 037219 Valid to NOVEMBER 30, 2012

  
 DEPUTY COMMISSIONER

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

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

PAN-OCEANIC ENGINEERING CO., INC.  
8501 W. HIGGINS ROAD  
SUITE 630  
CHICAGO IL 60631

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04481

CERTIFICATE NUMBER: GC04481-9

FEE: \$ 2000

DATE ISSUED: 04/10/2012

DATE EXPIRES: 05/25/2013

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

*Rahm Emanuel*

Rahm Emanuel  
Mayor

*Michael Merchant*

Michael Merchant  
Commissioner

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MP  
PANOC-2

DATE (MM/DD/YYYY)  
05/11/12

PRODUCER  
S & C Insurance Center, Inc.  
Suite 302W  
1655 N. Arlington Heights Road  
Arlington Heights IL 60004-3900  
Phone: 847-398-3131 Fax: 847-398-8345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
Pan-Oceanic Engineering Co Inc  
8501 W. Higgins Rd. #630  
Chicago IL 60631

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Grange Mutual Casualty Company

14060

INSURER B: Chartis Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
						EACH OCCURRENCE	\$
A	X	GENERAL LIABILITY	CPP 2240524	05/13/12	05/13/13	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> X C & U				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> Contractual Liab.				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	X	AUTOMOBILE LIABILITY	CPP 2240524	05/13/12	05/13/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS					
A	X	SCHEDULED AUTOS	CPP 2240524	05/13/12	05/13/13	BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A	X	NON-OWNED AUTOS	CPP 2240524	05/13/12	05/13/13		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY	CUP 2239113	05/13/12	05/13/13	EACH OCCURRENCE	\$ 9,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 9,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 66454314	05/13/12	05/13/13	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	
		<input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below					
A		OTHER	CPP 2240524	05/13/12	05/13/13	Comp Ded	\$ 1,000
		Physical Damage				Coll Ded	\$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
PROJECT #05610, CONTRACT #C1542, ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL  
The Public Building Commission of Chicago, the Board of Education of the of Chicago, The City of Chicago and the Rise Group, LLC are added as additional insured to General (including Contractual) and Auto Liability with respect to work performed on the above project.

CANCELLATION

CERTIFICATE HOLDER

Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington St., Room 200  
Chicago IL 60631

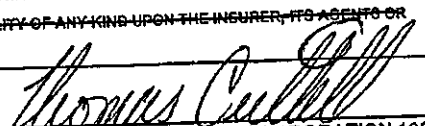
PUBLI01

ok eryan  
5/29/12

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas L. Cuttill



© ACORD CORPORATION 1988

**NOTEPAD:**

HOLDER CODE PUBLI01  
INSURED'S NAME Pan-Oceanic Engineering Co Inc

PANOC-2  
CSR MP

PAGE 2  
DATE 05/11/12

CONTINUED

THE COVERAGE AFFORDED IS PRIMARY/NON CONTRIBUTORY AND INCLUDES WAIVERS OF  
SUBROGATION FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

The Public Building Commission, The Board of Education of the City of Chicago, The City of Chicago and the Rise Group, LLC

Location(s) of Covered Operations:

Contract #C1542, Project # 05610, Ortiz de Dominguez Elementary School

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who is an Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on Your behalf;

In the performance of your ongoing operations  
For the additional insured(s) at the location(s)  
designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: CPP 2240524

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Additional Insured Person(s) or Organization(s):**

**The Public Building Commission of Chicago, The Board of Education of the City of Chicago,  
The City of Chicago and the Rise Group, LLC**

**Location And Description of Completed Operations:**

**Contract C1542, Project #05610, Ortiz de Dominguez Elementary School**

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Section II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products – completed operations hazard".

**Policy Number: CPP 2240524**

<b>Endorsement</b>	<b>CG 17</b>
--------------------	--------------

Primary and Noncontributory

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART**

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy, subject to the following conditions:

- 1) The additional insured is specifically named on a CG 20 10 Additional Insured – Owners, Lessees or Contractors endorsement which attached to this policy;
- 2) A written contract between the Named Insured and the additional insured requires this insurance to be primary and noncontributory to other insurance available to the additional insured; and
- 3) Coverage will be provided under this policy to the additional insured for liability caused by the Named Insured before a project is completed.

All other terms and conditions of the policy remain unchanged.



Grange Mutual Casualty Company  
P.O. Box 1218  
Columbus, Ohio 43216-1218

**Endorsement** **CG 30**  
**Blanket Primary/Non Contributory**

**Policy Number: CPP 2240524**

This endorsement modifies insurance provided under the following

**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART**

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by CG 20 10 Additional Insured – Owners, lessees or Contractors – Scheduled Person or Organization endorsement, CG 20 33 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You endorsement, IL 20 Contractors' Optimum endorsement, or CG 20 37 Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement, subject to the following Conditions:

- 1) A written contract between the Named Insured And the additional insured requires this insurance To be primary and noncontributory to other insurance Available to the additional insured; and
- 2) Primary and Noncontributory coverage for the additional insured under this endorsement shall be provided subject to the same terms and conditions as the applicable additional insured endorsement(s) mentioned above.

All other terms and conditions of this policy remain unchanged

IN101 (08-2009)

P.O. Box 1218  
Columbus, Ohio 43216-1218

Endorsement CA 39

Policy Number: CPP 2240524

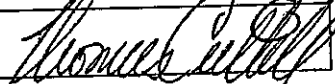
Additional Insured

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5/13/12  
At 12:01 A.M. standard time

Named Insured Pan-Oceanic Engineering Co Inc Countersigned by 

(Authorized Signature)

### SCHEDULE

Name and Address of Person or Organization (Additional Insured)

The Public Building Commission of Chicago, The Board of Education of the City of Chicago,  
The City of Chicago and the Rise Group, LLC

WHO IS AN INSURED (Section II) is amended to include as an "insured" the person or organization named in the Schedule of this endorsement; but such inclusion of the additional insured shall not operate to increase the limits of our liability.

IK696 (3-89)

Policy Number: CPP 2240524

CG 24 04 (10-93)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL AUTO LIABILITY COVERAGE PART  
SCHEDULE**

Name of Person or Organization:

The Public Building Commission of Chicago, The Board of Education of the City of Chicago, The City of Chicago and the Rise Group, LLC

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

CG 24 04 (10-93)

Commerce and Industry Insurance  
175 Water Street  
New York, NY 10038

Endorsement WC 00 03 13

Policy Number: WC 66454314

**Waiver of Our Right To Recover  
From Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

The Public Building Commission of the City of Chicago, The Board of Education of the City of Chicago, The City of Chicago and the Rise Group, LLC

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MP  
PANOC-2

DATE (MM/DD/YYYY)  
05/25/12

PRODUCER  
S & C Insurance Center, Inc.  
Suite 302W  
1655 N. Arlington Heights Road  
Arlington Heights IL 60004-3900  
Phone: 847-398-3131 Fax: 847-398-8345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
Pan-Oceanic Engineering Co Inc  
8501 W. Higgins Rd. #630  
Chicago IL 60631

INSURERS AFFORDING COVERAGE  
INSURER A: Nautilus Insurance Company  
INSURER B: \_\_\_\_\_  
INSURER C: \_\_\_\_\_  
INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_

NAIC # \_\_\_\_\_

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Pollution Liabilit	CPL 200529300	05/25/12	05/25/13	Limits	\$5,000,000
					Ded.	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 PROJECT: #05610, CONTRACT C1542, ORTIZ de DOMINGUEZ ELEMENTARY SCHOOL  
 The Public Building Commission of Chicago, The Board of Education of The City of Chicago, The City of Chicago & the Rise Group, LLC are added as additional insured to Pollution Liability with respect to the above project.  
 The coverage afforded is Primary/Non Contibutory and includes CONTINUED

## CERTIFICATE HOLDER

PUBLI01  
Public Building Commission Of Chicago  
Attn: Gillian Mentor  
Richard J. Daley Center Rm 200  
Chicago IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Marsha Patterson *Marsha Patterson*

**NOTEPAD:**

HOLDER CODE PUBLI01  
INSURED'S NAME Pan-Oceanic Engineering Co Inc

PANOC-2  
CSR MP

PAGE 2  
DATE 05/25/12

PAGE 2, CONTINUED

A WAIVER OF SUBROGATION. THREE YEARS COMPLETED OPERATIONS COVERAGE IS INCLUDED



# INSURANCE BINDER

OP ID MP DATE (MM/DD/YYYY)  
05/24/2012

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY <b>S &amp; C Insurance Center, Inc.</b> Suite 302W 1655 N. Arlington Heights Road Arlington Heights IL 60004-3900 <b>Marsha Patterson</b> PHONE (A/C, No, Ext): <b>847-398-3131</b> FAX (A/C, No): <b>847-398-8345</b> CODE: <b>12-111</b> SUB CODE: AGENCY CUSTOMER ID: <b>PANOC-2</b> INSURED  <b>Pan-Oceanic Engineering Co Inc</b> <b>8501 W. Higgins Road #630</b> <b>Chicago IL 60631</b>	COMPANY <b>Grange Mutual Casualty Company</b> BINDER # <b>328</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DATE</th> <th>EFFECTIVE</th> <th>TIME</th> <th>EXPIRATION</th> <th>TIME</th> </tr> <tr> <td><b>05/25/12</b></td> <td><b>12:01</b></td> <td><input checked="" type="checkbox"/> AM <input type="checkbox"/> PM</td> <td><b>05/25/13</b></td> <td><input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON</td> </tr> </table> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: <b>CPP 2240524</b> DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)  <b>Builders Risk Policy for Project # 05610, Contract #C1542, Ortiz de Dominguez Elementary School</b>	DATE	EFFECTIVE	TIME	EXPIRATION	TIME	<b>05/25/12</b>	<b>12:01</b>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<b>05/25/13</b>	<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON
DATE	EFFECTIVE	TIME	EXPIRATION	TIME							
<b>05/25/12</b>	<b>12:01</b>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<b>05/25/13</b>	<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON							

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	<b>Builders Risk/Installation</b>	<b>\$500</b>	<b>100</b>	<b>\$947,815</b>
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMP/OP AGG	\$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
			\$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

**SPECIAL CONDITIONS/OTHER COVERAGES** The Public Building Commission of Chicago and the Chicago Park District are added as additional insured with respect to the Installation Floater Builders Risk policy for project #05610, Contract # C1542, Ortiz de Dominguez Elementary School

<b>NAME &amp; ADDRESS</b>  <b>PUBLI-1</b> <b>Public Building Commission of Chicago Richard J Daley Center</b> <b>50 W. Washington St. Rm. #200</b> <b>Chicago IL 60631</b>	<input type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE		
	LOAN # _____			
AUTHORIZED REPRESENTATIVE <i>Marsha Patterson</i> <b>Marsha Patterson</b>				



# INSURANCE BINDER

OP ID MP DATE (MM/DD/YYYY)  
05/24/2012

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

<b>AGENCY</b> S & C Insurance Center, Inc. Suite 302W 1655 N. Arlington Heights Road Arlington Heights IL 60004-3900 <b>Marsha Patterson</b> PHONE (A/C, No, Ext): 847-398-3131      FAX (A/C, No): 847-398-8345 CODE: 12-111      SUB CODE:	<b>COMPANY</b> Grange Mutual Casualty Company BINDER # 328 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DATE</th> <th>EFFECTIVE</th> <th>TIME</th> <th>EXPIRATION</th> <th>TIME</th> </tr> <tr> <td>05/25/12</td> <td>12:01</td> <td><input checked="" type="checkbox"/> AM <input type="checkbox"/> PM</td> <td>05/25/13</td> <td><input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON</td> </tr> </table> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: <b>CPP 2240524</b> <b>DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)</b> Builders Risk Policy for Project # 05610, Contract #C1542, Ortiz de Dominguez Elementary School	DATE	EFFECTIVE	TIME	EXPIRATION	TIME	05/25/12	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	05/25/13	<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON
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**AGENCY CUSTOMER ID:** PANOC-2  
**INSURED**  
Pan-Oceanic Engineering Co Inc  
8501 W. Higgins Road #630  
Chicago IL 60631

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY CAUSES OF LOSS</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	<b>Builders Risk/Installation</b>	\$500	100	\$947,815
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>AUTO PHYSICAL DAMAGE DEDUCTIBLE</b> <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS/OTHER COVERAGES</b> The Public Building Commission of Chicago and the Chicago Park District are added as additional insured with respect to the Installation Floater Builders Risk policy for project #05610, Contract # C1542, Ortiz de Dominguez Elementary School				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

<b>NAME &amp; ADDRESS</b>  CPARK-1 Chicago Park District Department of Risk Management 541 N. Fairbanks Chicago IL 60611	<input type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
	LOAN # _____			
<b>AUTHORIZED REPRESENTATIVE</b> Marsha Patterson				