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TO BE EXECUTED IN DUPLICATE

**BOOK 1:
PROJECT INFORMATION, INSTRUCTIONS, AND EXECUTION DOCUMENTS**

CONTRACT NO. 1505 D

JOB ORDER CONTRACT

ABATEMENT AND DEMOLITION, SITE PREPARATION AND SITE DEVELOPMENT

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Richard M. Daley
Chairman**

**Erin Lavin Cabonargi
Executive Director**

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

Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contract With Community Hiring Requirements"; Book 2A "Standard Terms and Conditions Procedures Manual"; Book 3 "The Construction Task Catalog"; Book 4 "Technical Specifications".

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DOCUMENT SUBMITTAL CHECKLIST

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

1. X Bid Form 1 and Bid Form 2 (Section Five)
2. X Acceptance of the Bid (Section Five)
3. X Proposal to be Executed by a Corporation (Section Five)
4. X Affidavit of Uncompleted Work (Section Six)
5. X Affidavit of Non-Collusion (Section Six)
6. X Disclosure of Retained Parties (Section Six)
7. X Schedule B – Affidavit of Joint Venture (if applicable) (Section Six)
8. X Bid Guarantee (To Be Inserted By the Bidder) (Section Six)

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

1. X Statement of Bidder's Qualifications (Section Seven)
2. X Disclosure Affidavit (Section Seven (see Book 1 Article 15 and Book 2, Section 21.13)
3. X Financial Statement (Book 1, Section Two, Article 14)

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SECTION ONE - PROJECT INFORMATION

1. INTRODUCTION

- A. Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction and renovation of public buildings in the City of Chicago, and to oversee the construction and renovation of those public buildings until they are turned over to the user agency that will own and operate each facility.
- B. Book 1, which along with Book 2, Book 2A, Book 3 and Book 4 comprise the PBC's Job Order Contract for Abatement and Demolition, Site Preparation and Site Development contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Construction Task Catalog and Book 4 is the Technical Specifications. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to perform the individual Work Orders. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

2. GENERAL PROJECT INFORMATION

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

Job Order Contracting

For

**Abatement and Demolition, Site Preparation and Site Development
(Contract # 1505)**

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

- B. **Scope of Work**

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Notice-to-Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Commission furnished, needed perform the necessary work. See Book 2, Article 25, the JOC General Conditions, Section III for a complete description of the Scope of Work.

This Contract is to be used primarily for Abatement and Demolition, Site Preparation and Site Development type work. Work may include asbestos and lead paint, hazardous universal waste removal, abatement and demolition associated with new land acquisitions and site clearing. The scope may also include site preparation whereby remedial soil work may be performed to mitigate environmental impact or poor geometrical stability of soil, removal of USTs, etc. The scope may also include site development including installation of utilities and landscaping, irrigation and minor concrete and asphalt construction. The Commission reserves the right to award other

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Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

The Commission's Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract with an estimated annual value and a not to exceed contract maximum value. The contract is for a base term of 12 months with the option for an additional **two one-year** terms. The contract includes a Construction Task Catalog® (CTC®) which is a collection of detailed construction tasks that have established unit prices. Interested bidders bid adjustment factors to be applied to the established unit prices.

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

- C. **User Agency: TBD for each Work Order**
- D. **Commission's Representative's Name, Address, and Phone Number: TBD for each Work Order**
- E. **Architect's Name, Address, and Phone Number: TBD for each Work Order**
- F. **Commission's Project Manager: TBD for each Work Order**
- G. **Ward: Various Wards**
- H. **Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of Bidders" for details): Yes**
- I. **Request for Information (RFI): send to Public Building Commission of Chicago, Attn: Janice Meeks, Contract Administrator via (fax) 312-744-3572 or (email) janicemeeks@cityofchicago.org prior to the bid opening date as early as possible to ensure that any questions can be answered.**
- J. **Documents Available from: Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.**
- K. **Mandatory Pre-Bid Meeting Date, Time, and Location: The mandatory Pre-Bid Meeting will be held on February 11, 2010 at 11:00 am in the 2nd Floor Board Room Richard J. Daley Center, 50 W. Washington, Chicago, IL 60602. It is the Bidder's responsibility to ensure that a representative of the firm attends and signs the attendance sheet. Bids will not be considered from Bidders who didn't attend the pre-bid meeting.**
- L. **Bid Opening Location, Date and Time: Bids will be publicly opened and read at in the 2nd Floor Board Room, Richard J. Daley Center, 50 W. Washington, Chicago, IL 60602 on February 23, 2010 at ~~11:00 am~~ 2:00 p.m.**
- M. **Performance and Payment Bond: \$2,000,000.00**
- N. **Amount of Bid Deposit: \$25,000**
- O. **Document Deposit: No Cost (Limit two per Bidder)**
- P. **For purposes of the project community hiring requirement (if applicable) and the community hiring bonus "Residents of the project community" shall mean persons domiciled within the area of the Work Order.**
- Q. **MBE/WBE Contract Goals: 24% MBE and 4% WBE**
- R. **City of Chicago Residency Requirement = 50%**

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3. CONTRACT PERFORMANCE PERIOD

- A. This Contract is effective for the term of **12 months** from the date of award of the Contract. The Commission shall have the option to extend the term for the Contract for **two additional one year terms**. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of the Contract still in force.
- B. Performance time for each Work Order issued under this Contract will be determined by the Commission.
- C. The Commission is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Work Orders begins.

4. CONTRACT AMOUNT

- A. There is no minimum value of the Contract.
- B. The estimated value of the base term is **\$6,000,000.00**. The maximum value of the Contract is **\$18,000,000**.

5. CONTRACT DOCUMENTS

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

6. BID PRICING

- A. Each bidder must submit **three sets of Adjustment Factors plus an additional Adjustment Factor to be applied to work not included in the (CTC®)** in order to be considered responsive. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. **Adjustment Factors must be specified to the fourth decimal place.**
- B. For bid evaluation purposes, only, the following work distributions shall be used to determine the combined adjustment factor; for example, it is estimated that **50%** of the total value spent on the contract will be on projects greater than \$1,000,000.

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WORK ORDER VALUE	WORK ORDER DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
\$0 - \$300,000	10%	70%	30%
\$300,001 - \$1,000,000	30%	90%	10%
> \$1,000,001	50%	90%	10%
Non Pre-priced	10%		

- C. CTC[®] is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., .9500) to the unit prices listed in the CTC[®]. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.
- D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-7 of Book Three – the CTC[®] for a complete explanation of what is included in the unit prices and what is not.
- E. Any revision by the Illinois Department of Labor to the applicable prevailing hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by the Commission for Work performed under the Contract.

7. CONTRACT AWARD

- A. Award will be made to the lowest responsive, responsible bidder(s). The lowest bid will be determined by the Award Criteria Figure, Section Five, herein.
- B. It is the current intention of the Commission to award one (1) or more Job Order Contract(s) under this solicitation. The Commission reserves the right to make additional awards under this solicitation for a period of 210 days after bid opening; if an unexpected increase in volume of work occurs which will exceed the capacity of the Contractor(s) to whom the Contract was awarded; or, if the Contractor(s) to whom the Contract was awarded fails to perform the Contract. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.
- C. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.
- D. Unbalanced Bid: Bids that the Commission considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- E. Bidders must submit four (3) sets of adjustment factors plus an **additional Adjustment Factor to be applied to work not included in the (CTC[®])**. Each set of Adjustment Factors includes one Adjustment Factor to be applied to work to be accomplished during Normal Working Hours and a second Adjustment Factor to be applied to work to be accomplished in Other than Normal Working Hours. Each factor must take into consideration all the direct costs and indirect costs of doing business with the Commission.

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1. The first adjustment factor in each set is to be applied against the prices in the CTC[®] for work to be accomplished during normal working hours. The Commission encourages Contractors to bid as competitively as possible, however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC[®] against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.
 - a. The bidder must be aware that there are numerous business and construction related costs not included in the unit costs and must be considered in the adjustment factors. Following is a synopsis of some of these costs which are shown more completely and in more detail in Book 3 the Construction Task Catalog[®] pages 00-1 to 00-7.
 - (1) Business costs, including but not limited to:
 - (a) Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
 - (b) Profit
 - (c) Subcontractor's overhead and profit
 - (d) All taxes which are not waived
 - (e) The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
 - (2) Construction related costs, including but not limited to:
 - (a) Services required to obtain filings and permits,
 - (b) Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
 - (c) Engineering and architectural services other than those required for stamped drawings
 - (d) Construction vehicles
 - (e) The difference in cost of equipment ownership vs. equipment rental
 - (f) Personnel safety equipment
 - (g) Traffic barricades, flagmen, groundmen
 - (h) Protection of all surfaces during construction
 - (i) Daily clean-up and professional final project clean-up
 - (j) Difficult and extreme working conditions
 - (k) Environmental Consultant Services provided by the Contractor
 - (l) The LEED requirements associated with each Work Order and the cost of preparing LEED documentation
 - (m) Submittals and reporting as requested by Commission
 - (3) Price variations.
 - (a) Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.
2. The second adjustment factor in each set is to be applied against the prices in the CTC[®] for work to be accomplished during other than normal working hours.

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This factor must take into account all the additional costs of working on overtime, shift work and double time basis. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor.**

3. An additional adjustment factor is to be bid which will applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-priced Adjustment Factor must take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **The Non Pre-priced Adjustment Factor must be greater than 1.0000.**

8. ASSIGNMENT OF WORK

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

9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

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

10. NOTICES

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

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

11. LIQUIDATED DAMAGES

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

For Work Orders Valued At:	Per Calendar Day
<\$300,000	\$500.00
\$300,000 - \$1,000,000	\$1,000.00
\$1,000,000 - \$5,000,000	\$2,000.00
>\$5,000,000	\$3,000.00

not as a penalty but as liquidated damages for the breach of contract occurring each

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and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

- B. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- C. If Liquidated Damages do not apply to a Work Order, it will be so indicated on the Work Order Request for Proposal.
- D. Substantial Completion of the Work is defined in Book 2, Section 1.01.27.

12. LICENSING

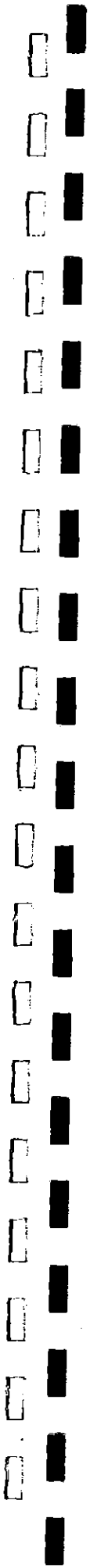
In addition to all other applicable licenses and certifications, the general contractor is required to submit copy of the Class A General Contractor License issued by the Department of Buildings of the City of Chicago.

13. PREVAILING WAGE RATES

- A. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of labor. The General Contractor is responsible for keeping all licenses Current and providing them to the Commission upon request.

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SECTION TWO - INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS BY BIDDER

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

2. INTERPRETATIONS OF ADDENDA

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

3. INSPECTION OF SITE (INTENTIONALLY DELETED)

4. PRE-QUALIFICATION OF BIDDERS

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

5. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER

- A. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the

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

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

6. PREPARATION OF BID

- A. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- B. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- C. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- D. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- E. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- F. The Bid Documents shall include the documents specified on the Document Submittal Checklist on page 1.
- G. Current versions of the following documents shall be on file at the Commission at the time of bid opening:
 - 1. Financial Statement
 - 2. Disclosure Affidavit
 - 3. Statement of Bidder's Qualifications

7. BID DEPOSIT

- A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, "General Project Information", Paragraph N to ensure:
 - 1. Non-withdrawal of the bid after date and time of opening.
 - 2. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- B. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- D. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one or more of them, or for any reason rejects all bids.

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8. BIDDER'S EXECUTION OF BID

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

9. BASIS OF AWARD (AWARD CRITERIA)

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

10. AFFIDAVIT OF NON-COLLUSION

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

11. MBE AND WBE COMMITMENTS

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

12. 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 for all Work Orders whose value is greater than \$500,000:

- A. Local Subcontracting Requirement
 - 1. 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.
 - 2. 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.
 - 3. 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

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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.

- B. **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.
- C. 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.
- D. 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.

13. 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.

14. BIDDER'S FINANCIAL STATEMENT

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

15. DISCLOSURE AFFIDAVIT

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

16. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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17. DISCLOSURE OF RETAINED PARTIES

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

18. SUBMISSION OF BID

- A. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
- B. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- C. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to the 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.

19. WITHDRAWAL OF BIDS BEFORE BID OPENING

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

20. 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.

21. EVALUATION OF BIDS

- A. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Award Criteria Figure.
- B. The Commission may require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.
- C. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

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

23. PERFORMANCE AND PAYMENT BOND AND INSURANCE

- A. Each Bidder shall furnish proof of its ability to provide the bonds and insurance

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required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

- B. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose.
- C. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder shall execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents and evidence of the required insurance coverage.
- D. The Performance and Payment Bond shall be in the form herein and in the amount shown in Section One, Paragraph M herein and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- E. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of 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.
- F. The bonds will cover the base term of the contract, 12 months, plus the one year guarantee period. In the event the parties agree to exercise the option term(s), the contractor shall deliver either: 1) new payment and performance bonds, or 2) a renewal of the original bonds meeting the required penal sum. The contractor must immediately provide additional bonding if the total value of all outstanding Work Orders exceed the penal sum of the bonds. The surety or sureties issuing the bond must be acceptable to the Commission and the bond must be in the form provided by the Commission. The bond must cover the warranty period required by the Contract.

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24. ORDER OF PRECEDENCE OF COMPONENTS OF THE CONTRACT DOCUMENTS

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

25. PROTESTS

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

26. AWARD OF THE CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
- B. **The Bidder agrees that its bid shall be in effect until midnight, Tuesday, March 16, 2010 and that the bid may not be withdrawn until that time.**
- C. 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.
- D. 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

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Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

- E. Upon award of Contract, the Commission will process the Contract for final execution.
- F. 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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SECTION THREE- Contract Insurance Requirements (Revised, dated Feb 19, 2010)

Contract #1505

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

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to the waiver of its Kotecki rights

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), flood, explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, User Agency and property owner designated in the scope of work must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work including the two (2) years completed operations period.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 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 \$5,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, User Agency and property owner designated in the scope of work (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

Contractors Pollution Liability

Contractor's pollution is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, contractors operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Mayor Richard M. Daley, Chairman Erin Lavin Cabonargi, Executive Director

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Building Commission of Chicago, User Agency and property owner (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

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

5) Professional Liability

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

6) Builders Risk

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

The Contractor is responsible for all loss or damage to Public Building Commission, User Agency and Property Owner property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

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**SECTION FOUR - ILLINOIS DEPARTMENT OF LABOR PREVAILING
WAGE RATES**

Cook County Prevailing Wage for January 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-P>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNISHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN	ALL			31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			49.800	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 2			48.300	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 3			43.000	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 4			35.750	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS	BLD			30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD			38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD			28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD			40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380

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TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000

Legend:

M-P>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)

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Tmg (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

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

MARBLE FINISHER

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

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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.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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Mechanic--Truck Welder and Truck Painter.

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

OPERATING ENGINEERS - BUILDING

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

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

Class 3. Deck equipment operator (machineryman), maintenance of crane

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

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; 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);

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Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

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

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

Other Classifications of Work:

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

LANDSCAPING

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

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SECTION FIVE - PROPOSAL AND EXECUTION DOCUMENTS

CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1505 containing a full set of Contract Documents, including, but not limited to, a) Standard Terms and Conditions (Book 2), b) Addenda Nos. (none unless indicated here) ADDENDUM NO.01, dated February 19, 2010

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

Further, the Contractor, having become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK as described in the Construction Task Catalog® as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on the next pages.

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

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

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

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

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

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BID FORM 1 - SCHEDULE OF PRICES

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

FOR WORK ORDER VALUE \$0 - \$300,000

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

.9000

(Specify to four (4) decimal places)

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

.9001

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE \$300,001 - \$1,000,000

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

.9800

(Specify to four (4) decimal places)

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

.9801

(Specify to four (4) decimal places)

FOR WORK ORDER VALUE >\$1,000,001

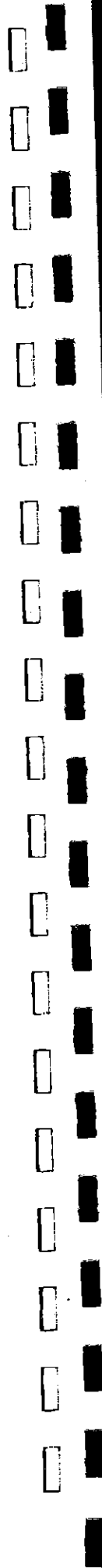
5. Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Work Orders against this Contract for the unit price sum specified in the Construction Task Catalog® (CTC®)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

.9500

(Specify to four (4) decimal places)

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

.9501

(Specify to four (4) decimal places)

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

1.0001

(Specify to four (4) decimal places)

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

Award Criteria Figure = \$5,477,808

Five Million Four Hundred Seventy-Seven Thousand Eight Hundred Eight and 00/100

(words)

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BID FORM 2 – AWARD CRITERIA CALCULATION

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

1. Instructions

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 30 to the space provided on Bid Form 1. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 18, 20, 22, 24, 26 and 28 during construction of the project.

Lines 18, 20 and 22 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 24, 26 and 28 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

CANVASSING FORMULA

FOR WORK ORDER VALUE \$0 - \$300,000

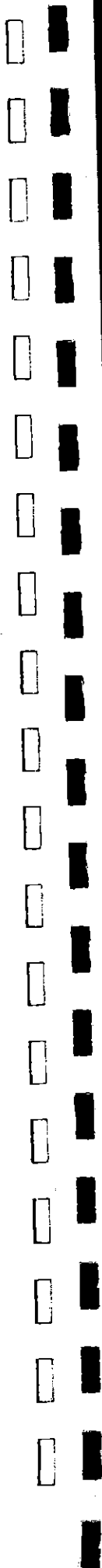
Line 1.	Normal Working Hours Adjustment Factor	<u>.9000</u>
Line 2.	Multiply Line 1 by (.10 X .70) = .070	<u>.0630</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>.9001</u>
Line 4.	Multiply Line 3 by (.10 X .30) = .030	<u>.0270</u>

FOR WORK ORDER VALUE \$300,001 - \$1,000,000

Line 5.	Normal Working Hours Adjustment Factor	<u>.9800</u>
Line 6.	Multiply Line 5 by (.30 X .90) = .270	<u>.2646</u>
Line 7.	Other Than Normal Working Hours Adjustment Factor	<u>.9801</u>
Line 8.	Multiply Line 7 by (.30 X .10) = .030	<u>.0294</u>

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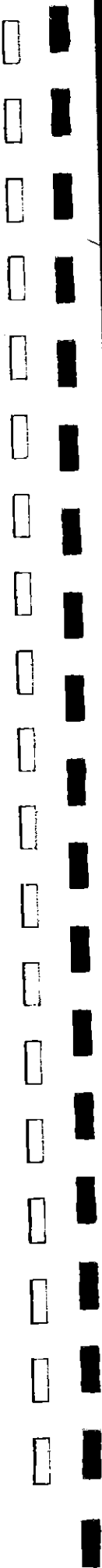
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FOR WORK ORDER VALUE >\$1,000,001

Line 9.	Normal Working Hours Adjustment Factor	<u>.9500</u>
Line 10.	Multiply Line 9 by (.50 X .90) = .450	<u>.4275</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>.9501</u>
Line 12.	Multiply Line 11 by (.50 X .10) = .05	<u>.0475</u>
Line 13.	Non Pre-priced Adjustment Factor	<u>1.0001</u>
Line 14.	Multiply Line 13 by .10	<u>.1000</u>
Line 15.	Add lines 2, 4, 6 8, 10,12 and 14	<u>.9590</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$6,000,000</u>
Line 17.	Multiply Line 15 by Line 16	<u>\$5,754,000</u>
Line 18.	% of the total Journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during the term of the Contract (Maximum Figure .50)	<u>.50</u>
Line 19.	Multiply Line 17 by Line 18 by 0.04	<u>115,080.00</u>
Line 20.	% of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during the term of the Contract (Maximum Figure .50)	<u>.50</u>
Line 21.	Multiply Line 17 by Line 20 by 0.03	<u>86,310.00</u>
Line 22.	% of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during the term of the Contract (Maximum Figure .50)	<u>.50</u>
Line 23.	Multiply Line 17 by Line 22 by 0.01	<u>28,770.00</u>
Line 24.	% of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the term of the Contract (Maximum Figure .10)	<u>.10</u>
Line 25.	Multiply Line 17 by Line 24 by 0.04	<u>23,016.00</u>

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Line 26.	% of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during the term of the Contract (Maximum Figure .10)	<u>.10</u>
Line 27.	Multiply Line 17 by Line 26 by 0.03	<u>17,262.00</u>
Line 28.	% of the total Laborer hours that the Contractor proposes to be worked by female Laborers during the term of the Contract (Maximum Figure .10)	<u>.10</u>
Line 29.	Multiply Line 17 by Line 28 by 0.01	<u>5,754.00</u>
Line 30.	Summation of lines 19,21,23,25, 27 and 29	<u>276,192.00</u>
Line 31.	Subtract line 30 from Line 17	<u>\$5,477,808.00</u>

(Award Criteria Figure)

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure (Line 31) to the space provided on Bid Form 1 of this proposal. A Contract may be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure. The Commission reserves the right to revise all arithmetic calculations for correctness.

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3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this Contract, 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 Section 5 "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 Section 5 "Basis of Award (Award Criteria)," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.
- C. Definitions
 - 1. "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.
 - 2. "Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.
 - 3. "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 is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 18, 20, 22, 24, 26 and 28 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

For each 1% deficiency of minority Journeyworkers not utilized toward the goal (Line 18) four cents per hundred dollars of the Awarded Work Order Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .04}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 24) for female Journeyworkers shall be computed in the same way.

For each 1 % deficiency of minority Apprentices not utilized toward the goal (Line 20) three cents per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .03}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 26) for female Apprentices shall be computed in the same way.

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

For each 1 % deficiency of minority Laborers not utilized toward the goal (Line 22) one cent per hundred dollars of the Awarded Contract Amount, calculated as follows:

$$\frac{\text{Awarded Work Order Amount} \times .01}{100}$$

Each one percent (1%) deficiency of shortfall toward the goal (Line 28) for female Laborers shall be computed in the same way.

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.

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:

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

The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

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.

The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

PUBLIC BUILDING COMMISSION OF CHICAGO
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6. Major Trades

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

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
Asbestos Workers	58%
Electricians	47%
Landscapers	65%
Truckers	82%
Environmental	73%
Fencing	56%

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505D *pc*

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

Edmund Johnson Secretary
Richard A. Daley Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

McDonagh Demolition, Inc
Contractor Name

1269 W. Le Moyné Street, Chicago, IL 60642
Address

If a Corporation:

By *Geraldine McDonagh*
Geraldine McDonagh

President
Title of Signatory

ATTEST:
By *Coleman McDonagh*
Coleman McDonagh

Secretary
Title

CORPORATE SEAL



If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

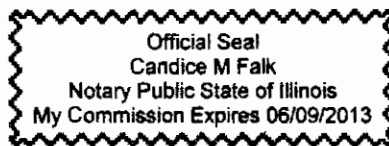
County of Cook State of IL

Subscribed and sworn to before me on this 23 day of February, 2010.

Candice M. Falk
Notary Public Signature

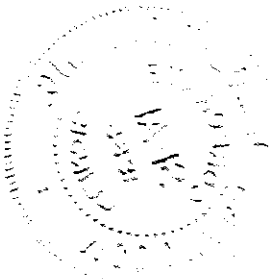
(SEAL)

Commission Expires: 06/09/13



**PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

PROPOSAL TO BE EXECUTED BY A CORPORATION

Corporate Resolution (if a Corporation)

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

McDonagh Demolition, Inc

a corporation duly organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on February 18, 2010, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated February 23, 2010 to the Public Building Commission of Chicago, for Contract No. 1505 of said Commission;

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

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

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

President: Geraldine McDonagh
Vice President: Nora McDonagh
Secretary: Coleman McDonagh
Treasurer: Geraldine McDonagh
Assistant Secretary: Rudolph Smolka

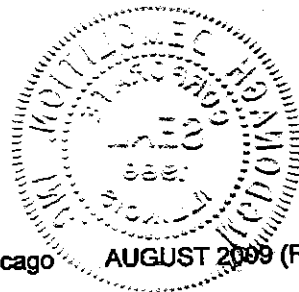
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 18 day of February, 2010.


Secretary



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1505

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

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

BID FORM A: Affidavit of Uncompleted Work

PART 1: WORK UNDER CONTRACT

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE. (NOTE: Part 1 = Part 2 + Part 3)

	1	2	3	Awards Pending	Awards Pending	TOTALS
Project	Marshall Campus Park	Amforge	Michael Reese Trailer	O'Hare Modern Program-Demo. Package#2	Lane Tech Reradiation	
Contract With	Public Building Commission	Chicago Department of Environment	Public Building Commission	City of Chicago	Chicago Public School	
Estimated Completion Date	May, 2010	March, 2010	December, 2010	107 days after NTP	25 days after NTP	
Total Contract Price	\$2,816,937	\$1,050,276	\$151,060	Base Bid - \$1,180,900	\$681,182	\$5,880,255
Uncompleted Dollar Value if Firm is the GC	\$692,497	\$556,557	\$81,600	\$1,180,900	\$681,182	\$3,192,736
Uncompleted Dollar Value if Firm is a Subcontractor						
TOTAL VALUE OF ALL WORK						\$3,192,736

PART 2: UNCOMPLETED WORK TO BE COMPLETED WITH THE BIDDER'S OWN FORCES

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

	1	2	3	Awards Pending	Awards Pending	TOTALS
Earthwork	\$52,510	\$79,590		\$86,550	\$427,256	\$643,906
Demolition				\$651,145		\$651,145
Sewer and Drain	\$22,080			\$9,100		\$31,180
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						

PUBLIC BUILDING COMMISSION OF CHICAGO
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	1	2	3	Awards 4 Pending	Awards Pending	TOTALS
Miscellaneous Concrete						
Fireproofing						
Masonry						
H.V.A.C.						
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping						
Fencing						
Others (List)						
Trailer, Office Equipment Rental and Supplies			\$56,655.05			\$56,655.05
TOTALS	\$74,590.00	\$77,590.00	\$56,655.0	\$746,795.00	\$427.256	\$1,382,886.05

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

PART 3: WORK SUBCONTRACTED TO OTHERS

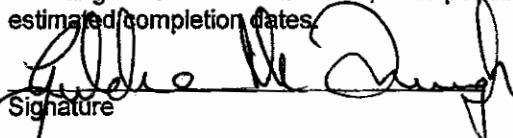
List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted,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

	1	2	3	Awards Pending 4	Awards Pending
Subcontractor	Great Lakes Landscaping, Inc	Pan-Oceanic Engineering, Inc	Modspace	Eason Environmental	Great Lakes Landscaping
Type of Work	Landscaping	Fencing	Trailer Rental	Asbestos	Landscaping
Subcontract Price	\$190,123.00	\$46,557.00	\$34,121.00	\$210,000.00	\$33,926.00
Amount Uncompleted	\$188,628.00	\$46,577.00	\$16,902.57	\$210,000.00	\$33,926.00
Subcontractor	Pan-Oceanic Engineering, Inc	Martinez Frog's	United Business Solutions	Great Lakes Landscaping,	Martinez Frog's
Type of Work	Fencing	Hauling/Disposal	Equipment Rental	Landscaping	Hauling/Disposal
Subcontract Price	\$223,081.00	\$265,625.00	\$8,173.00	\$50,000.00	\$220,000.00
Amount Uncompleted	\$50,000.00	\$265,625.00	\$5735.71	\$50,000.00	\$220,000.00
Subcontractor	Horizon Contractors	Rain for Rent	Q.C. Enterprises	Martinez Frog's	
Type of Work	Electrical	Dewatering	Cleaning	Hauling/Disposal	
Subcontract Price	\$124,000.00	\$66,785.00	\$3,380.00	\$169,805.00	
Amount Uncompleted	\$68,200.00	\$66,785.00	\$2,306.67	\$169,805.00	
Subcontractor	Fine Line Bt	Pioneer Engineering		Menini Cartage	
Type of Work	Asphalt/Paving	UST Removal		Hauling	
Subcontract Price	\$282,900.00	\$100,000.00		\$4,300.00	
Amount Uncompleted	\$282,660.00	\$100,000.00		\$4,300.00	
Subcontractor	NuToys Leisure				
Type of Work	Playground Equip				
Subcontract Price	\$8,419.00				
Amount Uncompleted	\$8,419.00				
Subcontractor	V-3 Surveyors				
Type of Work	Surveying				
Subcontract Price	\$60,000.00				
Amount Uncompleted	\$20,000.00				
TOTAL Uncompleted	\$617,907.00	\$478,967.00	\$24,944.95	\$434,105.00	\$253,926.00

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

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

February 23, 2010

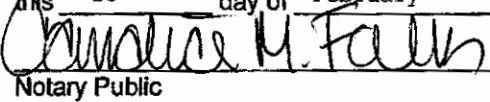
Date

Geraldine McDonagh
Name (Type or Print)

President
Title

McDonagh Demolition, Inc
Bidder Name
1269 W. Le Moyne Street
Address
Chicago Illinois 60642
City State Zip

Subscribed and sworn to before me
this 23 day of February, 2010


Notary Public

(SEAL)

Commission expires: 06/09/13



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

BID FORM B: Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Geraldine McDonagh, being first duly sworn, deposes and says that:

(1) He/She is
 President
 (Owner, Partner, Officer, Representative or Agent) of
 McDonagh Demolition, 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.

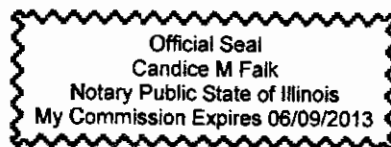
(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

Geraldine McDonagh
(Signed)
President
(Title)

Subscribed and sworn to before me this 23 day of February 2010

Candice M Falk
Notary Public
(Title)

My Commission expires: 06/09/13



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1505

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

BID FORM C: Disclosure of Retained Parties

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:
Contract Number 1505

Description of goods or services to be provided under Contract:
Abatement and Demolition, Site Preparation and Site Development
2. Name of Contractor:
McDonagh Demolition, Inc.
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties: See attached

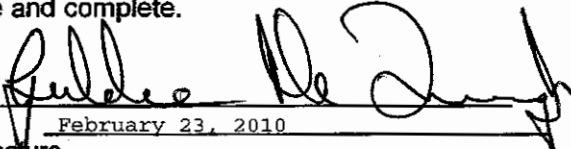
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (Indicate whether paid or estimated)
<i>See attached</i>			

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

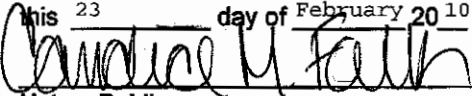
4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information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

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


Signature February 23, 2010 Date

Geraldine McDonagh
Name (Type or Print) President Title

Subscribed and sworn to before me

This 23 day of February 2010

Notary Public



Retained Parties

Name	Business Address	Relationship	Fees
Picker and Associates, CPA's	1130 Lake Cook Road, Suite 130 Buffalo Grove, IL 60089	Accountant	Unknown
Daniel C. Meenan, Jr	53 W Jackson Blvd #11 Chicago, IL 60604	Attorney	Unknown
HPZS Architects & Engineers	104 S Michigan Ave #250 Chicago, IL 60603	Architects & Engineers	Unknown
EPI	16650 South Canal South Holland, IL 60473	Safety and Environmental	Unknown
Hill Mechanical Group	11045 Gage Ave Franklin Park, IL 60131	QA/QC and Leads	Unknown
GSG Materials Testing, Inc	2945 West Harrison Chicago, IL 60612	MBE- Enviromental	Unknown
NuToys Leisure Products, Inc	915 West Hillgrove Lagrange, IL 60525	WBE- Playground	Unknown
Patten Industries	635 W. Lake St. Elmhurst, IL 60126	Supplier	Unknown
E.E. Bailey Building Materials & Supply	741 W. 115th St Chicago, IL 60628	Supplier -Fence	Unknown
Columbian Agency	1005 Laraway Road New Lenox, IL 60451	Insurance/Bond	Unknown
Steve's Equipment Services, Inv	1400 Powis Rd West Chicago, IL 60185	MBE -Equipment/ Supplies	Unknown
Martinez Frog's Inc	2455 S. Damen Ave Chicago, IL 60608	MBE - Trucking	Unknown
Great Lakes Lakes Landscape	434 E Devon Ave Elk Grove Village, IL 60007	WBE- Landscaping	Unknown
Cable Communications	6200 S Oakley St Chicago, IL 60636	Sub-Contractor MBE- Electrical	Unknown
Menini Cartage, Inc	951-B Estes Court Schaumburg, IL 60193	WBE-Trucking	Unknown
GSG Consultants, Inc	855 W. Adams Chicago, IL 60607	MBE-Enviromental	Unknown
Galaxy Environmental, Inc.	4252 N Milwaukee Ave Chicago, IL 60641	Sub-Contractor	Unknown
Valor Technologies, Inc.	3 Northpoint Court Bolingbrook, IL 60440	Sub-Contractor	Unknown
Fence Masters	20400 Cottage Grove Chicago Heights, IL 60411	Sub-Contractor	Unknown
CID Recycling and Waste Management of Illinois	1411 Opus Place, Suite 400 Downers Grove, Il 60516	Material Handling	Unknown
Elgin Sweeping Services, Inc	1015 W Pershing Chicago, IL 60609	Sub-Contractor	Unknown
Fine Line BT Corp	15115 Regent Drive Orland Park, IL 60462	MBE-Fencing	Unknown
Geo-Syntheetics, Inc	2401 Pewaukee Road Waukesha, WI 53188	Sub-Contractor	Unknown
Pan-Oceanic Engineering Services, Inc	8501 W. Higgins, Suite 630 Chicago, IL 60631	MBE-Fencing	Unknown
Terracon Consultants, Inc	650 W. Lake St, Suite 420 Chicago, IL 60661	Sub-Contractor	Unknown
V-3 Companies, Inc	7325 Janes Avenue Woodridge, IL 60517	Surveyor	Unknown
Vollmar Clay Products, Co.	5853 W. Touhy Ave Chicago, IL 60646	Supplier	Unknown
Veolia Enviromental Services	701 Green Bay Road Zion, IL 60099	Material Handling	Unknown
Vulcan Materials	1000 E. Warrenville Road, Suite 100 Naperville, IL 60563	Supplier	Unknown
W.W.G. Inc	3422 S. Normal Ave Chicago, IL 60616	MBE-Trucking	Unknown
Waveland Recycling, Inc.	10525 W Waveland Ave Franklin Park IL 60131	Material Handling	Unknown
Eason Enviromental	12056 S. Union Ave. Chicago, IL 60628	MBE-Enviromental	Unknown
Rain for Rent	221 McDonald Ave Joliet, IL 60431	Sub-Contractor	Unknown
Q.C Enterprises	2722 S. Hillcock Ave Chicago, IL 60608	WBE-Cleaning	Unknown
Quantum Crossing, LLC	111 E Wacker Dr, #990 Chicago, Il 60601	MBE-Electrical	Unknown
Pioneer Engineering & Environmental Services, Inc	700 N Sacramento Blvd. Suite 101 Chicago, IL 60612	Sub-Contractor	Unknown



N/A

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

BID FORM D: SCHEDULE B - Joint Venture Affidavit
(1 of 3)

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

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms that comprise the joint venture

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO.1505

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. 1505

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	State of _____ County
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 did execute the foregoing affidavit, and did that he or she was properly authorized by (Name of Joint Venture)	_____ to me personally known, who, being duly did execute the foregoing affidavit, and did 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 Commission expires:	_____ Notary Public Commission expires:

**PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO.1505**

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

BID FORM E: Bid Guarantee

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

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1005 Laraway Road
P.O. Box 39
New Lenox, IL 60451

Tel: (815) 485-4100
Fax: (815) 485-2936

February 23, 2010

Public Building Commission of Chicago
50 W. Washington Street
Chicago, IL 60602

Re: McDonagh Demolition, Inc. – Prequalification for Contract No. 1505 JOC Job –
Abatement and Demolition Site Preparation & Site Development

To Whom It May Concern:

It is our understanding that McDonagh Demolition, Inc. intends to submit a bid proposal for the above referenced project.

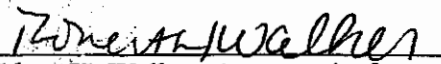
As Surety and for McDonagh Demolition, Inc., International Fidelity Insurance Company, and, at the request of McDonagh Demolition, Inc., and subject to our normal underwriting considerations, will issue the required bid bond. If McDonagh Demolition, Inc. is awarded the contract, performance and payment bonds will be issued in the full amount of the contract.

It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself, if for whatever reason we elect not to execute a bond.

International Fidelity Insurance Company has a group rating of A- VII according to A.M. Best, and also utilizes Everest Reinsurance Company for higher rating requirements. Everest Reinsurance Company has a group rating of A+ XV according to A.M. Best. Both companies are listed in the U.S. Treasury Circular 570 dated July 1, 2009 as approved sureties, and both are licensed to transact surety business in the state of Illinois.

Sincerely,

International Fidelity Insurance Company


Robert H. Walker, Attorney-in-fact

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

**Bid Guarantee
(To Be Inserted by the Bidder)**

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1505

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**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 :

MCDONAGH DEMOLITION, INC
605 N KEDZIE AVENUE
CHICAGO IL 60612

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC009760

CERTIFICATE NUMBER: GC009760-3

FEE: \$ 2000

DATE ISSUED: 12/31/2009

DATE EXPIRES: 01/09/2011

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.

Handwritten signature of Richard M. Daley.

Richard M. Daley
Mayor

Handwritten signature of Richard J. Monocchio.

Richard J. Monocchio
Commissioner



1005 Laraway Road
P.O. Box 39
New Lenox, IL 60451

Tel: (815) 485-4100
Fax: (815) 485-2936
www.columbianagency.com

Date: February 22, 2010
Attn: Public Building Commission of Chicago
50 W Washington St, Suite 200
Chicago, IL 60602
From: Kevin J. Scanlon
RE: McDonagh Demolition, Inc.

Please be advised that we will be able to provide insurance as required in the contract documents for the Public Building Commission of Chicago if the job is awarded to the above insured for Job Order Contract Abatement and Demolition, Site Preparation and Site Development Contract No. 1505.

Any questions, feel free to contact our office. Thank you!

Kevin J. Scanlon

KJS:mh

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

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

STATEMENT OF BIDDER'S QUALIFICATIONS

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder McDonagh Demolition, Inc

Submitted By Geraldine McDonagh

Title President

Permanent Main Office Address 1269 W. Le Moyne Street, Chicago, IL 60642

Local Address 1269 W. Le Moyne Street, Chicago, IL 60642

Local Telephone No. and FAX No. (773) 276-7707 / (773) 276-7723

How many years operating as contractor for work of this nature? 11 years

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Belmont Cragin 2231 N. Central, Chicago	\$1,748,198.32	2008	Site Preparation
2.	Belmont Cragin, COI 2231 N. Central, Chicago	\$1,654,339.00	2008	Site Preparation
3.	Kelly Currie 5300 S. St Louis, Chicago	\$5,775,193.76	2008-2009	Site Preparation
4.	West Humbolt Library, 727 N. Kedzie, Chicago	\$581,655.89	2008	Abatement & Demolition
5.	West Humbolt Library, 727 N. Kedzie, Chicago	\$538,035.11	2008	Demolition & Foundation Removals
6.	Brighton Park I 3456 W. 38th St, Chicago	\$1,337,964.76	2008-2009	Abatement & Demolition
7.	Brighton Park I 3456 W. 38th Street, Chicago	\$4,694,528.77	2009	Site Preparation
8.	Ogden Elementary 24 W. Walton, Chicago	\$1,681,879.20	2009	Abatement & Demolition
	Brighton Park II 2611 W. 48th, Chicago	\$2,356,598.26	2009	Site Remediation

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1505

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 McDonagh Demolition, Inc
- B. State and City in which incorporated Chicago, Illinois
- C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- D. Name and address of registered agent in Illinois
Dan Meenan, Kralovec Meenan LLP, 53 W. Jackson Blvd #11102, Chicago IL 60604
- E. Names and titles of officers authorized to sign contracts

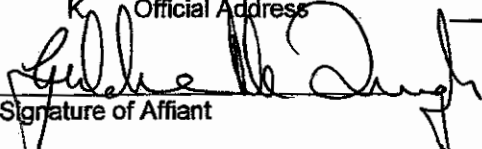
Geraldine McDonagh	President
Name	Title
Nora McDonagh	Vice-President
Name	Title

If submitted by a partnership:

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

If submitted by an individual:

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


Signature of Affiant

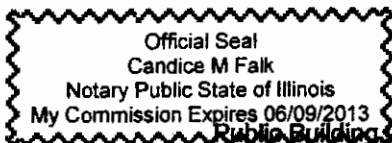
Subscribed and sworn to before me this 23 day of February 2010


Notary Public

My Commission expires 06/09/2013

(SEAL)

Date: February 23, 2010



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

DISCLOSURE AFFIDAVIT

Name: McDonagh Demolition, Inc

Address: 1269 W. Le Moyne Street, Chicago, IL 60642

Telephone No.: (773) 276-7707

Federal Employer I.D. #: 36-4208968 Social Security #: _____

Nature of Transaction:

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

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

The undersigned Geraldine McDonagh, as President
(Name) (Title)

and on behalf of McDonagh Demolition, Inc
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO.1505

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Geraldine McDonagh</u>	<u>President/Director</u>	<u>Nora McDonagh</u>	<u>Vice-President/Director</u>
<u>Coleman McDonagh</u>	<u>Secretary</u>	<u>Rudolph Smolka</u>	<u>Assistant Secretary</u>
_____	_____	_____	_____

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

Name (Print or Type)	Address	Ownership Interest
<u>Geraldine McDonagh</u>	<u>1438 Wedgewood, Des Plaines, IL 60018</u>	<u>61</u> %
<u>Nora McDonagh</u>	<u>7306 N. Ottawa, Chicago, IL 60631</u>	<u>15</u> %
_____	_____	_____ %

**Minors hold remaining balance of shares - each minor is less than 7.5%

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

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

Yes No

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

SECTION 2. PARTNERSHIPS

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

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

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

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

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

Name(s) Address(es)

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of Incorporation _____

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

B. SUBCONTRACTOR

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

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

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

C. STATE TAX DELINQUENCIES

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

None

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

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

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

D. OTHER TAXES/FEEES

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

None

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

See Attached

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

The Contractor has paid administrative fines to the Chicago Department of Environment for late filing of recycling documentation.

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

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

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

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

V. VERIFICATION

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

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

2. McDonagh Demolition Inc. is a Defendant along with the City of Chicago in the following case:

Lester Khan and Marilyn Khan, TAI Plumbing, LLC

Plaintiffs,

VS

City of Chicago, a municipal corporation, Mayor Richard Daley, NO. 09 CH 08257
Not individually, but as Chief Executive Officer of the City of
Chicago, Richard J Monocchio, or any subsequent person
Acting in thereafter, not individually, but as head of the City of
Chicago Building Department, Mary Lou Eisenhower, not
Individually, but as head of the City of Chicago Department
Of Business Affairs and Licensing, and Allstate Insurance
Company, McDonagh Demolition, Inc., an Illinois Corporation,
Washington Mutual Bank

Defendants.

Circuit Court of Cook County.

In April, 2008 McDonagh responded to a request for an emergency demolition from the City of Chicago. Ad dangerous condition (the partial collapse of a three (3) story Residence) was resolved under an emergency demolition order and McDonagh's contract with the city for those services. The Owner of the residence (Lester and Marilyn Khan) sued the City of Chicago, etal (per above caption) protesting the demolition. The case is pending in the Circuit Court of Cook County. McDonagh's attorney indicates that the claims against them are unwarranted and a defense has been presented.

PUBLIC BUILDING COMMISSION OF CHICAGO

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Signature of Authorized Officer

Geraldine McDonagh

Name of Authorized Officer (Print or Type)

President

Title

(773) 276-7707

Telephone Number

State of Illinois

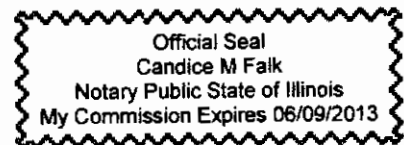
County of Cook

Signed and sworn to before me on this 23 day of February, 2010 by

Geraldine McDonagh (Name) as President (Title) of

McDonagh Demolition, Inc (Bidder/Proposer or Contractor)


Notary Public Signature and Seal



PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

TBD

For Each Work Order

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

SECTION EIGHT - EXHIBITS

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: _____

Project Number: _____

FROM:

(Name of MBE or WBE) MBE _____ WBE _____

TO:

_____ and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____. 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.

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO.1505

**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:

Name of MBE/WBE Firm (Print)

Date

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

TBD

For Each Work Order

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505

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

Name of Project:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Title
and duly authorized representative of

Name of General Contractor
whose address is

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

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

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

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

By:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

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: _____

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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Montel M. Gayles, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mr. Gayles:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes _____ no _____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No.1505

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505D

PERFORMANCE AND PAYMENT BOND
Bond No. 0508582

Contract No. 1505D

KNOW ALL MEN BY THESE PRESENTS, that we, McDonagh Demolition, 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
International Fidelity Insurance Company
1560 Wall Street, Suite 112, Naperville, IL 60563

a corporation organized and existing under the laws of the State of New Jersey with offices in the State of
Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Two Million Dollars and No Cents (\$2,000,000.00)
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 March 9, 2010, for the fabrication, delivery, performance and
installation of

Job Order Contracting (JOC Program)
Abatement and Demolition, Site Preparation and Site Development

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

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and
any extension thereof that may be granted by the Commission, with or without notice to the Surety, and
during the life of any guarantee required under the Contract, and shall also well and truly perform and
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized
modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons,
firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work
provided for in the Contract, and any and all duly authorized modifications of said Contract that may be
made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and
protect the said Commission, its legal successor and representative, from all liability in the premises and
from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or
arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations
assumed by said Principal or any subcontractors in connection with the performance of said Contract and

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1505D

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 Two Million Dollars and No Cents (\$2,000,000.00), 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. 1505D

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 03/15/2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

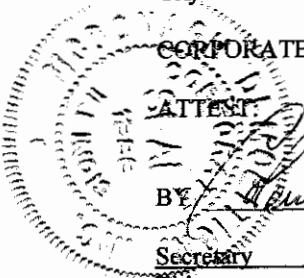
Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal (Seal)

City State



CORPORATE SEAL

ATTEST:

BY [Signature]
Secretary
Title

McDonagh Demolition, Inc.
Corporate Principal

BY [Signature]
President
Title

1269 W. LeMoyne Street
Chicago, IL 60642

International Fidelity Insurance Company
Corporate Surety

BY [Signature]
1560 Wall Street, Suite 112
Naperville, IL 60563
Business Address & Telephone

Robert H. Walker, Attorney-in-fact
Title

CORPORATE SEAL

FOR CLAIMS (Please Print):
Contact Name: Rick Hilt

Business Address: 1560 Wall Street, Suite 112, Naperville, IL 60563

Telephone: 630-416-4405 Fax: 630-416-4406

The rate of premium of this Bond is \$ 24.50/14.70/9.80/7.35/6.86 per thousand. **
Total amount of premium charged is \$ 23,030.00 **

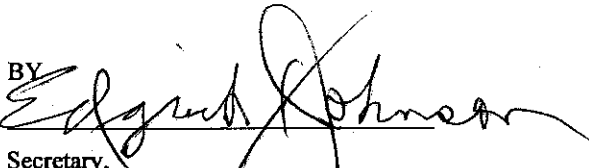
* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1505D

BOND APPROVAL

BY 
Secretary,
Public Building Commission of Chicago

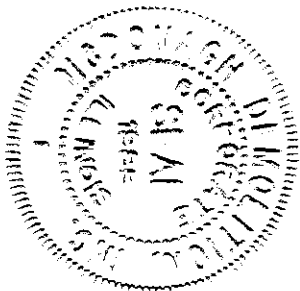
CERTIFICATE AS TO CORPORATE SEAL

I, COLEMAN MCDONAGH, certify that I am the _____ Secretary of McDonagh Demolition, Inc. corporation named as Principal in the foregoing performance and payment bond, that GERALDINE MCDONAGH 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 15th day of March 2010.



CORPORATE SEAL

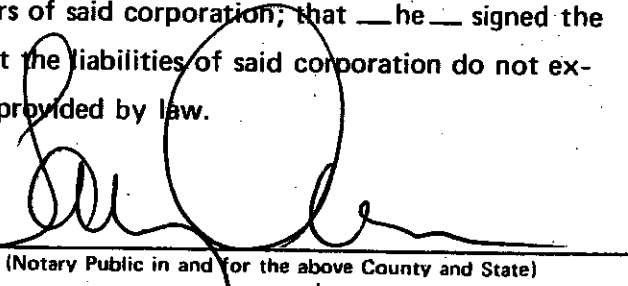


STATE OF Illinois

COUNTY OF Will ss.:

On this 15th day of March 2010, before me personally appeared Robert H. Walker, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, IL; that he is/are the Attorney-in-fact of International Fidelity Insurance Company, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

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


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

My commission expires 04/01/12

Surety
Company
Acknowledgment

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KEVIN L. SCANLON, R.L. MCWETHY, ROBERT H. WALKER, ROBERT W. KEGLEY JR., GARY A. EATON

New Lenox, IL.

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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, 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 its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-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 remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of March, 2010

Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MC
MCDON-2

DATE (MM/DD/YYYY)
03/15/10

PRODUCER
Columbian Agency
www.columbianagency.com
1005 Laraway Road
New Lenox IL 60451
Phone: 815-485-4180

**THIS CERTIFICATE
CANCELS & SUPERSEDES
THE CERTIFICATE
DATED 3/10/10**

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Ins Group	
INSURER B: North American Capacity Ins Co	
INSURER C: RSUI Indemnity Company	
INSURER D: American Interstate Ins Co	
INSURER E: Illinois Union Ins Co	

INSURED

MCDONAGH DEMOLITION, INC.
1269 W. LEMOYNE
CHICAGO IL 60622-2438

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	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PNG1000863-01	06/16/09	05/22/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAPIL15052	05/22/09	05/22/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	NHA049187	06/16/09	05/22/10	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AVWCIL1820742009	05/22/09	05/22/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
E		POLLUTION LIAB	G23514540	06/15/09	06/15/10	CLAIM/AGG 2,000,000
F		Equipment Floater	CIM00000027049C	05/22/09	05/22/10	Deductibl 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THOSE LISTED PER ATTACHED ARE PRIMARY/NON-CONTRIBUTORY ADD'L INSUREDS IF REQUIRED IF REQUIRED BY WRITTEN CONTRACT ON THE G/L & AUTO POLICIES AS RE: JOB ORDER/CONTRACT ABATEMENT AND DEMOLITION, SITE PREPARATION AND SITE DEVELOPMENT CONTRACT #1505D. *WAIVERS OF SUBROGATION APPLY TO G/L & WORKERS COMP. IN FAVOR OF ADD'L INSUREDS. (UMBRELLA FOLLOWS FORM)

Handwritten: 4/22/10 3/22/10

CERTIFICATE HOLDER

CANCELLATION

PUBLIC B

PUBLIC BUILDING COMMISSION OF
CHICAGO
50 W WASHINGTON ST
SUITE 200
CHICAGO IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C1505D

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MC MCDON-2	DATE (MM/DD/YYYY) 03/15/10
PRODUCER CoLumbian Agency www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 Phone: 815-485-4100		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED MCDONAGH DEMOLITION, INC. 1269 W. LEMOYNE CHICAGO IL 60622-2438		THIS CERTIFICATE CANCELS & SUPERSEDES THE CERTIFICATE DATED <u>3/10/10</u>	
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Columbia Ins Group	
		INSURER B: North American Capacity Ins Co	
		INSURER C: RSUI Indemnity Company	
		INSURER D: American Interstate Ins Co	
		INSURER E: Illinois Union Ins Co	

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	X	GENERAL LIABILITY	PNG1000863-01	06/16/09	05/22/10	EACH OCCURRENCE	\$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	CAPIL15052	05/22/09	05/22/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C	X	EXCESS/UMBRELLA LIABILITY	NHA049187	06/16/09	05/22/10	EACH OCCURRENCE	\$ 9,000,000
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$ 9,000,000
		DEDUCTIBLE					\$
		RETENTION \$10,000					\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AVWCIL1820742009	05/22/09	05/22/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
E		POLLUTION LIAB	G23514540	06/15/09	06/15/10	CLAIM/AGG	2,000,000
F		Equipment Floater	CIM00000027049C	05/22/09	05/22/10	Deductibl	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THOSE LISTED PER ATTACHED ARE PRIMARY/NON-CONTRIBUTORY ADD'L INSUREDS IF REQUIRED IF REQUIRED BY WRITTEN CONTRACT ON THE G/L & AUTO POLICIES AS RE: JOB ORDER, CONTRACT ABATEMENT AND DEMOLITION, SITE PREPARATION AND SITE DEVELOPMENT CONTRACT #1505D. *WAIVERS OF SUBROGATION APPLY TO G/L & WORKERS COMP. IN FAVOR OF ADD'L INSUREDS. (UMBRELLA FOLLOWS FORM)

Handwritten: 3/19/10

CERTIFICATE HOLDER PUBLIC PUBLIC BUILDING COMMISSION OF CHICAGO 50 W WASHINGTON ST SUITE 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 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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IMPORTANT

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

NOTEPAD:

HOLDER CODE

POLICE

MCDON-2

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INSURED'S NAME

MCDONAGH DEMOLITION, INC.

OPID NO

DATE 08/15/10

THE PUBLIC BUILDING COMMISSION OF CHICAGO, USER AGENCY, THEIR RESPECTIVE BOARD MEMBERS, EMPLOYEES, ELECTED OFFICIALS, OFFICERS, OR REPRESENTATIVES AND PROPERTY OWNER, IF APPLICABLE.

PUBLIC BUILDING COMMISSION OF CHICAGO

**ADDENDUM NO.01 TO CONTRACT NO. 1505
For
JOB ORDER CONTRACT
ABATEMENT AND DEMOLITION, SITE PREPARATION AND SITE DEVELOPMENT**

DATE: Friday, February 19, 2010

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

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

Change 1: Bid Opening and Time is scheduled for: **Tuesday, February 23, 2010 at 2:00PM**

Change 2: In Book 1, Schedule E-Request for Waiver from MBE/WBE Participation, delete and replace with attachment, dated February 18, 2010

Change 3: In Book 1, Section Three- Contract Insurance Requirements, delete in its entirety and replace with Attachment, Section Three-Contract insurance Requirements, Revised, February 19, 2010.

Changes to Book 2 STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS:

Change 1: Article 10 "Schedule", Delete and Replace with attached Article 10. – Schedule

Changes to Book 2A STANDARD TERMS AND CONDITIONS PROCEDURE MANUAL

Changes to Book 3: TECHNICAL SPECIFICATIONS:

[IF APPLICABLE AOR TO PROVIDE]

QUESTIONS & ANSWERS:

[IF APPLICABLE AOR TO PROVIDE]

List of Attachments:

Schedule E-Request for Waiver from MBE/WBE Participation, dated February 19, 2010

Article 10-Schedule

Section Three- Contract Insurance Requirements (**Revised, dated Feb 19, 2010**)

END OF ADDENDUM NO.1

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

SECTION THREE- Contract Insurance Requirements (Revised, dated Feb 19, 2010)

Contract #1505

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

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to the waiver of its Kotecki rights

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), flood, explosion, collapse, underground, separation of insureds, defense, and contractual liability with no limitation endorsement. The Public Building Commission, User Agency and property owner designated in the scope of work must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work including the two (2) years completed operations period.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 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 \$5,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, User Agency and property owner designated in the scope of work (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

Contractors Pollution Liability

Contractor's pollution is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, contractors operation, and completed operations. Coverage must be maintained for two (2) years after substantial completion. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

Building Commission of Chicago, User Agency and property owner (if applicable) are to be named as additional insureds on a primary, non-contributory basis.

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

5) Professional Liability

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

6) Builders Risk

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

The Contractor is responsible for all loss or damage to Public Building Commission, User Agency and Property Owner property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

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

Mayor Richard M. Daley, Chairman

Erin Lavin Cabonargi, Executive Director