



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

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March 11, 2008

Geraldine McDonagh
 McDonagh Demolition, Inc.
 605 N. Kedzie Ave.
 Chicago, IL 60612

Re: Contract No. 1463
 Job Order Contracting
 Campus Park Improvements/Phase I Preparation

Dear Ms McDonagh:

Enclosed please find your copy of the original executed contract for the above referenced project.

Sincerely,

Deborah Burton
 Director of Procurement

DB/dz

CN-PBC-OLB-C1463-20080311

Public Building Commission of Chicago		
Scanned	File Original	Copy To:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
01 PBC:	14-07	
02 PMO:		
03 UAP:		
04 PROJECT No:	00000	
REC'D XX		
Authority 01:		
Controls 02:		
Process 03:		
Plan/Spec 04:		
Contract 05:		



McDonagh Demolition, Inc.

Demolition • Excavation
Sewer • Water Main
Licensed • Bonded • Insured

JOB ORDER CONTRACTING

Contract No. 1461

BID PROPOSAL

Submitted to:
Public Building Commission of Chicago
Richard J Daley Center
50 West Washington Street
Room 200
Chicago, IL 60602

Submitted by:
McDonagh Demolition, Inc.
605 N. Kedzie Ave
Chicago, IL 60612
Phone: 312-735-5522 Fax: 847-297-6558

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

DOCUMENT SUBMITTAL CHECKLIST

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

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

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

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

SECTION ONE - PROJECT INFORMATION

1. GENERAL PROJECT INFORMATION

The following specifications supplement Section Two "Instructions to Bidders" and Section Six "Additional Documents to be Executed."

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

Job Order Contracting

(Contract # 1461)

B. **Scope of Work**

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

This Contract is to be used primarily for the construction of Campus Park improvements and Phase 1 Site Preparations, which consists of building environmental remediation, building demolition and site work. The Commission reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the Work mentioned above.

The Commission's Job Order Contract (JOC) is a competitively bid, fixed-price indefinite-quantity contract with an established minimum value and a potential maximum value. The contract is for a base term of two years with the option for an additional two two-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 an adjustment factor to be applied to the established unit prices.

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

- C. User Agency: **TBD for each Work Order**
- D. Commission's Representative's Name, Address, and Phone Number:
**Jonathan Van Daveer
The Gordian Group
121 North LaSalle
Chicago, IL 60602
312-744-9511**
- 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. City Funded?:(Yes/No) **Yes**
- I. Do Bidders need to be Pre-Qualified? (see Section Two Article 4 "Pre-Qualification of

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Bidders" for details): **No**

- J. 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 no later than **4:00 pm Tuesday, January 8, 2008**. RFIs received after this date and time will not be considered.
- K. Documents Available from: Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.
- L. **Mandatory Pre-Bid Meeting Date, Time, and Location: Friday, January 4, 2008 at 10:00 am** in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. It is the Bidder's responsibility to ensure that a representative of the firm attends and signs the attendance sheet. Bids will not be considered from Bidders who didn't attend the pre-bid meeting.
- M. Bid Opening Location, Date and Time: Bids will be publicly opened and read at Richard J. Daley Center, 50 W. Washington, Room 200 on **Tuesday, January 15, 2008 at 11:00 am**.
- N. Performance and Payment Bond: **\$6,000,000**
- O. Amount of Bid Deposit: **\$25,000**
- P. Administrative Fee: **\$5,000.00**
- Q. Document Deposit: No Cost
- R. Cost for Additional Documents (per set): **\$50.00 (non refundable)**
- S. Award of Contract: Attention is called to Article 7 below and Section Two, Article 24 "Award of Contract; Rejection of Bids" for procedures regarding the award of the Contract.
- T. **MBE/WBE Contract Goals: 24% MBE and 4% WBE**
- U. City of Chicago Residency Requirement = **50%**

2. CONTRACT PERFORMANCE PERIOD

- A. This Contract is effective for the period of 24 months from the date of award of the Contract or the expenditure of the maximum value of the Base Contract Term, whichever occurs first. The Commission shall have the option to extend the term for the Contract for two additional Contract terms of 24 month each from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. 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 in accordance with Article III Scope of Work and Procedure for Ordering Work and Article V Time and Progress Schedule of the JOC General Conditions, Book 2.
- 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.

3. CONTRACT AMOUNT

- A. The minimum Contract amount for the entire length of the Contract including all Option Terms, if any, is \$50,000.
- B. The maximum Contract amount for the Base Contract Term and each of the two additional Option Terms is **\$14,000,000** plus any carry over amounts from the Base

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Contract Term or any Option Term. The maximum value of the Contract is \$42,000,000.

4. CONTRACT DOCUMENTS

A. The Contract Documents constituting component parts of this Contract are the following:

- 1. Book 1: Instructions and Execution Documents (Note: Book 1 and Book 2 are bound together)
- 2. Book 2: Terms and Conditions
- 3. Book 3: Construction Task Catalog® (CD-ROM)
- 4. Book 4: JOC Technical Specifications and Standard Drawings (CD-ROM)

5. 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 weighting factors shall be used to determine the combined adjustment factor:

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) to the unit prices listed in the CTC®. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.

D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 - 00-8 of Book Three - the CTC® for a complete explanation of what is included in the unit prices and what is not.

E. Any revision by the Illinois Department of Labor to the applicable prevailing hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by the Commission for Work performed under the Contract.

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6. CONTRACTOR'S MANAGEMENT PLAN

- A. The Bidder is required to submit ~~four copies~~ of its plan for management of the Contract. The title of the submittal shall be "MANAGEMENT PLAN FOR EXECUTION OF JOB ORDER CONTRACTING." The Contractor's Management Plan ~~must be submitted with the Bidder's bid documents.~~
- B. In addition to the proposal documents and other required submittals, the Contractor's Management Plan will be used by the Commission to ~~determine the responsibility of the Bidder to perform the Contract.~~ Therefore the Bidder should take great care in the preparation of the management plan.
- C. The management plan must be customized for this particular Contract. The Bidder is expected to evaluate the requirements of the Contract, assimilate the information provided at the pre-bid meeting and provide meaningful narrative regarding the topics mentioned below.
- D. The Bidder may be determined non-responsive for failure to submit the Management Plan for Execution of Job Order Contracting and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of the Commission.
- E. The Management Plan shall include as a minimum the following information and organized specifically as shown below:
1. Construction and Operations Management Plan:
A narrative description of how you propose to execute the project, including but not limited to:
 - a. ~~Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.~~
 - b. ~~The M/WBE goals for this contract are 24% and 4%. Please discuss how you plan to meet or exceed the goals. List Those M/WBE firms and their duties that you anticipate utilizing on this Contract. It is preferred that the goals be attained on each Work Order. However it is difficult to meet the goals on small single trade type Work Orders. However the Contractor is still expected to achieve M/WBE participation as much as possible on these types of projects. For Work Orders greater than \$100,000, the Contractor will be required to meet or exceed the goals.~~
 - c. The Contractor is expected to participate in the development and documentation of the scope of work for each Work Order. It has been found beneficial for the JOC Contractor to participate with the scope authors, architects and engineers, in the development of the project's scope of work. ~~Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.~~
 - d. The Contractor prepares a price proposal from the CTC®. ~~Explain in detail your planned procedure for developing price proposals for projects in the range of \$1 million to \$5 million dollars within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of price proposals in regards to verifying that the items in the price proposal are required of the detail scope of work at the correct quantity.~~
 - e. ~~Provide a safety plan and your approach to accident prevention. Provide the qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site.~~
 - f. ~~Provide your approach to the expeditious close out of projects, correction~~

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of unacceptable work, and punch list procedures.

g. Incidental Architectural and Engineering services maybe required in support of individual Work Orders. Furthermore, more extensive Architectural and Engineering services that result in stamped plans may be ordered. Please identify how you intend to perform or have performed the Architectural and Engineering tasks as required by individual Work Orders for both situations above. If you plan to establish relations with ~~architectural and engineering firms, so identify.~~

h. The specifications require:

(1) All material to be removed from the site shall be tested for hazardous materials by the Contractor's independent Licensed Environmental Consultant and shall be legally disposed of in accordance with Section 21.06 "Disposal of Materials, Construction Debris, Soil, and Waste" of Book 2, all at the Contractor's cost. In no case shall these materials be reused anywhere on other portions of the Site. All Contractor's personnel shall be trained in the proper handling of such materials.

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

(3) Please identify your intended Licensed Environmental Consultant.

2. Management Team:

a. ~~Provide an organizational chart.~~

b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, perform joint scopes, prepare proposals, negotiate with subcontractors, supervise construction, perform administration tasks, ~~prepare and submit LEED documentation and environmental reports and documentation.~~

c. Provide resumes of the Key Personnel listed in Book 2, JOC General Conditions and what experience and qualities will enhance the management and/or operations of this project. Resumes shall be prepared as follows: 1) Experience: in descending chronological order list for each experience: the position held, the dates in that position, the company, the major duties performed, and major projects for which the nominated person had direct responsibility in that position. 2) Education: list all schools of higher education attended and degree(s) achieved and other certificates of education earned.

d. ~~Comment on how you intend to meet the minimum level of staffing and your plan for adjusting staffing levels to changing work volumes.~~

3. Experience and Reference Information

a. Provide: 1) a listing of all comparable contracts (i.e. JOC Contracts, indefinite quantity type Contracts, management of multiple projects and multiple sites, with multiple subcontractors simultaneously), and 2) a listing of large site work type projects commensurate with the type of projects anticipated at the Commission currently under construction and completed in the last five years.

(1) Project Name and Location:

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- (2) Type of Contract:
- (3) Contract Amount:
- (4) Date Completed:
- (5) Owner Reference and Telephone No.:
- (6) A/E Reference and Telephone No.:
- (7) Description of why this project is relevant to this Contract:

- b. Provided that the Commission accepts the Contractor's Management Plan, it shall be incorporated in this Contract and any deviation from the Management Plan without the express written approval of the Commission may be deemed as event of default under this Contract.

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 three (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.
 1. The first adjustment factor in each set is to be applied against the prices in the CTC[®] for work to be accomplished during normal working hours. **The Commission encourages Contractors to bid as competitively as possible, however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. Therefore the Bidder must document on Bid Form 3 the methodology used to arrive at the adjustment factor amount to the satisfaction of the Commission. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC[®] against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's adjustment factors have taken into account all the costs associated with the project as outlined below and all other costs that the Bidder anticipates.**
 - a. The bidder must be aware that there are numerous business and

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construction related costs not included in the unit costs and must be considered in the adjustment factors. Following is a synopsis of some of these costs which are shown more completely and in more detail in Book 3 the Construction Task Catalog® pages 00-1 to 00-8.

- (1) Business costs, including but not limited to:
 - (a) Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
 - (b) Profit
 - (c) Subcontractor's overhead and profit
 - (d) All taxes which are not waived
 - (e) The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.

 - (2) Construction related costs, including but not limited to:
 - (a) Services required to obtain filings and permits,
 - (b) Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
 - (c) Engineering and architectural services other than those required for stamped drawings
 - (d) Construction vehicles
 - (e) The difference in cost of equipment ownership vs. equipment rental
 - (f) Personnel safety equipment
 - (g) Traffic barricades, flagmen, groundmen
 - (h) Protection of all surfaces during construction
 - (i) Daily clean-up and professional final project clean-up
 - (j) Difficult and extreme working conditions
 - (k) Environmental Consultant Services provided by the Contractor
 - (l) The LEED requirements associated with each Work Order and the cost of preparing LEED documentation

 - (3) Price variations.
 - (a) Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.
2. The second adjustment factor in each set is to be applied against the prices in the CTC® for work to be accomplished during other than normal working hours. This factor must take into account all the additional costs of working on overtime, shift work and double time basis. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor by an amount that is reasonable and considered consistent with industry standards. Bid Form 3 must contain adequate description of the methodology, data and information to justify that the Other Than Normal Working Hours Adjustment Factor is reasonable. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply.**
3. An additional adjustment factor is to be bid which will applied to work tasks that are considered non pre-priced. Bidders must be cautioned that the Non Pre-

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priced Adjustment Factor must be reasonable and take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **Bid Form 3 must contain adequate description of the methodology, data and information to justify that the Non Pre-priced Adjustment Factor is reasonable. Failure to provide such justification will result in the bid being declared unbalanced and Article 7.D will apply.**

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 IX of the JOC General Conditions.

9. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

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

10. NOTICES

In accordance with Book 2 Section 23.05 "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. COMMUNITY HIRING INCENTIVES

Community hiring is not a requirement of this Contract. However, the Contractor can take advantage of the incentives. See Section Five "Basis of Award (Award Criteria)" for details.

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.

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS BY BIDDER

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); 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. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. In no case will the Commission be responsible for any change in anticipated profits resulting from such failure or neglect.

2. INTERPRETATIONS OR ADDENDA

A. The Commission will not furnish oral interpretations of Contract Documents. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Owner's Representative named in the Advertisement for Bids. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission at least three (3) business days before bids are opened. Although all addenda will be faxed, emailed, or mailed to each person obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE (INTENTIONALLY DELETED)

4. PRE-QUALIFICATION OF BIDDERS (INTENTIONALLY DELETED)

5. COMPETENCY 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 Commission.
- 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

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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
- H. If the contract is open to bidders that are not pre-qualified as stated in Section One "Project Information", packages containing the forms for the financial statement, Disclosure Affidavit and Statement of Bidder's Qualifications are available to pick up from the Commission's office or to download from the Commission's web site. See the title page for address information.

7. BID GUARANTEE: DEPOSIT AND TIME PERIOD

- A. The Bid must be accompanied by a bid guarantee in the amount set forth in Section One, "General Project Information", Paragraph O to ensure:
 - 1. Non-withdrawal of the bid after date and time of opening.
 - 2. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- B. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- C. The Bidder agrees that this bid may be held by the Commission for a period not exceeding two hundred ten (210) days from the date fixed for the opening of bids and that the bid may not be withdrawn within that period.
- D. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- E. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one or more of them, or for any reason rejects all bids.

8. ADMINISTRATIVE FEE

Each Bidder must submit with its bid a certified or cashiers' check in the amount set forth in Section One Paragraph P, "Administrative Fee" as an administrative fee for processing and

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handling of non-responsive bids. Upon award of the contract, the successful Bidder's check, and the checks of all Bidders whose bids are determined by the Commission to have been responsive, shall be returned to the Bidders submitting them. Should one or more bids be rejected by the Commission as non-responsive, the checks from the non-responsive Bidder or Bidders shall be deposited in the general funds of the Commission as an administrative fee to compensate the Commission for the costs of processing and handling the non-responsive bid or bids.

9. BIDDER'S EXECUTION OF BID

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

10. 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.

11. ALTERNATES (INTENTIONALLY DELETED)

12. 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.

13. 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.

14. 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.

15. 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.

16. 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."

17. 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.

~~To be qualified to bid on this Contract, the Contractor must be able to demonstrate in The Contractor's Management Plan (see Section One), that the Contractor has successfully completed JOC contracts in the past.~~

18. 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.

19. 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.
- C. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals and provided "BID MODIFICATIONS TO SEALED PROPOSAL" is marked on the lower left-hand corner of the envelope in which the bid modification is enclosed so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

20. 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.

21. 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.

22. EVALUATION OF BIDS

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

23. AWARD OF CONTRACT; REJECTION OF BIDS (SEE ARTICLE 7, SECTION ONE – PROJECT INFORMATION)

24. PERFORMANCE AND PAYMENT BOND AND INSURANCE

- A. 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.
- B. The Performance and Payment Bond shall be in the form herein and in the amount shown in Section One, Paragraph N herein and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- C. 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.

25. 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;

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2. Addenda, if any;
 3. Work Order Plans, Drawings and Specifications;
 4. Standard Specifications of the Commission, the City, State or Federal Government, if any;
 5. Book 3 – the Construction Task Catalog®;
 6. Book 4 – The JOC Technical Specifications and Standard Drawings;
 7. Book 1 - Project Information, Instructions, and Execution Documents;
 8. Advertisement for proposals; and
 9. 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.

26. 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.

SECTION THREE - CONTRACT INSURANCE REQUIREMENTS

Contract # 1461
CONTRACT INSURANCE REQUIREMENTS

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

INSURANCE TO BE PROVIDED

✓ 1) Workers' Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

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4) **Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the User Agency are to be named as additional insureds on a primary, non-contributory basis.

5) **Professional Liability**

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

6) **Builders Risk**

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

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

7) **Railroad Protective Liability**

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar

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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.

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

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission and the User Agency, their respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission and the User Agency do not contribute with insurance provided by the Contractor under the Contract.

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

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

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

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

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

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

Cook County Prevailing Wage for December 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN				ALL	33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000 0.220
ASBESTOS ABT-MEC				BLD	23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000 0.000
BOILERMAKER				BLD	38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000 0.300
BRICK MASON				BLD	36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000 0.440
CARPENTER				ALL	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
CEMENT MASON				ALL	39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000 0.170
CERAMIC TILE FNSHER				BLD	30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000 0.340
COMM. ELECT.				BLD	33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000 0.700
ELECTRIC PWR EQMT OP				ALL	37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000 0.280
ELECTRIC PWR GRNDMAN				ALL	29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000 0.220
ELECTRIC PWR LINEMAN				ALL	37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000 0.280
ELECTRICIAN				ALL	37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000 0.750
ELEVATOR CONSTRUCTOR				BLD	42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520 0.550
FENCE ERECTOR				ALL	28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000 0.350
GLAZIER				BLD	33.000	40.390	1.5	2.0	2.0	6.740	10.15	0.000 0.600
HT/FROST INSULATOR				BLD	33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000 0.310
IRON WORKER				ALL	39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000 0.300
LABORER				ALL	33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000 0.220
LATHER				BLD	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
MACHINIST				BLD	38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650 0.000
MARBLE FINISHERS				ALL	27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000 0.440
MARBLE MASON				BLD	36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000 0.440
MATERIAL TESTER I				ALL	23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000 0.220
MATERIALS TESTER II				ALL	28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000 0.220
MILLWRIGHT				ALL	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
OPERATING ENGINEER				BLD 1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				BLD 2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				BLD 3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				BLD 4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				FLT 1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				FLT 2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				FLT 3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				FLT 4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900 0.000
OPERATING ENGINEER				HWY 1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
OPERATING ENGINEER				HWY 5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900 0.700
ORNAMNTL IRON WORKER				ALL	37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000 0.500
PAINTER				ALL	35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000 0.420
PAINTER SIGNS				BLD	28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000 0.000
PILEDRIVER				ALL	37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000 0.490
PIPEFITTER				BLD	40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000 1.120
PLASTERER				BLD	36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000 0.400
PLUMBER				BLD	39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000 0.940
ROOFER				BLD	35.000	37.000	1.5	1.5	2.0	6.460	3.310	0.000 0.330
SHEETMETAL WORKER				BLD	33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000 0.590
SIGN HANGER				BLD	26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000 0.000
SPRINKLER FITTER				BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000 0.500
STEEL ERECTOR				ALL	36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000 0.300
STONE MASON				BLD	36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000 0.440
TERRAZZO FINISHER				BLD	31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000 0.280
TERRAZZO MASON				BLD	35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000 0.320
TILE MASON				BLD	36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000 0.480
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	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000 0.150
TRUCK DRIVER				E ALL 2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000 0.150

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TRUCK DRIVER	E	ALL 3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL 4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL 1	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TUCKPOINTER	BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

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

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine,

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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 sare installed in a similar manner.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

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

OPERATING ENGINEERS - BUILDING

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

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

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw,

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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. 1461 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) Addenda No. 1

_____, c) Project Information, Instructions, and Execution Documents (Book 1), d) Book 3 The Construction Task Catalog®, e) Book 4 Technical Specifications, and f) Plans and Drawings.

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

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

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

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:

1.1000

(Specify to four (4) decimal places)

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

1.1001

(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:

1.0800

(Specify to four (4) decimal places)

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

1.0801

(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:

1.0700

(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:

1.0701

(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

1.1000

(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 = \$14,380,912.00

Fourteen million three hundred eighty thousand nine hundred twelve dollars

(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>1.1000</u>
Line 2.	Multiply Line 1 by (.10 X .70) = .070	<u>.0770</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>1.1001</u>
Line 4.	Multiply Line 3 by (.10 X .30) = .030	<u>.0330</u>

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

Line 5.	Normal Working Hours Adjustment Factor	<u>1.0800</u>
Line 6.	Multiply Line 5 by (.30 X .90) = .270	<u>.2916</u>
Line 7.	Other Than Normal Working Hours Adjustment Factor	<u>1.0801</u>
Line 8.	Multiply Line 7 by (.30 X .10) = .030	<u>.0324</u>

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

Line 9.	Normal Working Hours Adjustment Factor	<u>1.0700</u>
Line 10.	Multiply Line 9 by (.50 X .90) = .450	<u>.4815</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>1.0701</u>
Line 12.	Multiply Line 11 by (.50 X .10) = .05	<u>.0535</u>
Line 13.	Non Pre-priced Adjustment Factor	<u>1.1000</u>
Line 14.	Multiply Line 13 by .10	<u>.1100</u>
Line 15.	Add lines 2, 4, 6 8, 10,12 and 14	<u>1.0790</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$14,000,000</u>
Line 17.	Multiply Line 15 by Line 16	<u>\$15,106,000</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>.5000</u>
Line 19.	Multiply Line 17 by Line 18 by 0.04	<u>\$302,120</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>.5000</u>
Line 21.	Multiply Line 17 by Line 20 by 0.03	<u>\$226,590</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>.5000</u>
Line 23.	Multiply Line 17 by Line 22 by 0.01	<u>\$ 75,530</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>.1000</u>
Line 25.	Multiply Line 17 by Line 24 by 0.04	<u>\$ 60,424</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>.1000</u>
Line 27.	Multiply Line 17 by Line 26 by 0.03	<u>\$ 45,318</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>.1000</u>
Line 29.	Multiply Line 17 by Line 28 by 0.01	<u>\$ 45,318</u>
Line 30.	Summation of lines 19,21,23,25, 27 and 29	<u>\$725,088</u>
Line 31.	Subtract line 30 from Line 17	<u>\$14,380,915</u> <i>(Award Criteria Figure)</i>

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.

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.

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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.

6. Major Trades

Asbestos Workers
Boiler Makers
Bricklayers
Carpenters
Cement Masons
Electricians
Elevator Construction
Glaziers
Mechanists
Machinery Movers
Ornamental Iron Workers
Lathers

Operating Engineers
Painters
Pile Driver Mechanics
Pipe Fitters/Steam Fitters
Plasterers
Plumbers
Roofers
Sheet Metal Workers
Sprinkler Fitters
Technical Engineers
Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

BID FORM 3 - CALCULATION OF THE BID ADJUSTMENT FACTORS

CONFIDENTIAL

INSTRUCTIONS:

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

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

1.1 Work Order Value \$0 - \$300,000

SEE ATTACHED

1.2 Work Order Value \$300,001 - \$1,000,000

1.3 Work Order Value > \$1,000,001

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

2.1 Work Order Value \$0 - \$300,000

2.2 Work Order Value \$300,001 - \$1,000,000

2.3 Work Order Value > \$1,000,001

PART 3: CALCULATION OF THE NON PRE-PRICED ADJUSTMENT FACTOR:

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTOR

CONFIDENTIAL

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

1.1 Work Order Value \$0 - \$300,000.

McDonagh Demolition used for its sample projects existing job contracts which they are currently involved or recently completed (Fleet Management, Beverly Library and Langston Hughes) and bid the sample project using the CTC items as provided in Book 3 for JOC Contract No. 1461. Sample project detail will be provided upon request.

McDonagh then built its proposal using its current costs which they have developed and their established vendor pricing and applied them to the scope of work that they were asked to perform on the existing jobs.

Based upon the CTC calculation versus McDonagh know cost calculation McDonagh is able to perform work at a 1.10000 adjustment factor which includes a 10% fee for Overhead and a 5% fee for Profit. This means McDonagh will have to purchase or perform the work at a .9500 of CTC calculations.

Description	CTC Factor	McD Cost
02213-0003 CA6 Stone Aggregate Fill	\$8.75	\$4.75
02212-0042 Grade and Compact Stone	\$3.79	\$2.91
00212-0003 Excavation up to 4'	\$3.17	\$2.50
02119-0011 Disposal of PNA	\$25.25	\$21.50

The above represents an example of some of the main items used on our sample projects. McDonagh understands that costs will not always be the same due to the types of projects PBC will award them. Knowing that projects will vary we have taken into consideration the additional cost factors for consultants, surveyors and other professional services that need to be included in the adjustment factor. McDonagh believes that being a self performing company we are able to offer the Commission better pricing than other bidders.

1.2 Work Orders Value \$300,001 - \$1,000,000.

McDonagh Demolition used for its sample projects existing job contracts which they are currently involved or recently completed (Fleet Management, Beverly Library and Langston Hughes) and bid the sample project using the CTC items as provided in Book 3 for JOC Contract No. 1461. Sample project detail will be provided upon request.

McDonagh then built its proposal using its current costs which they have developed and their established vendor pricing and applied them to the scope of work that they were asked to perform on the existing jobs.

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTOR (continued)

Based upon the CTC calculation versus McDonagh know cost calculation McDonagh is able to perform work at a 1.0800 adjustment factor which includes a 10% fee for Overhead and a 5% fee for Profit. This means McDonagh will have to purchase or perform the work at a .9300 of CTC calculations.

Description	CTC Factor	McD Cost
02213-0003 CA6 Stone Aggregate Fill	\$8.75	\$4.75
02212-0042 Grade and Compact Stone	\$3.79	\$2.91
00212-0003 Excavation up to 4'	\$3.17	\$2.50
02119-0011 Disposal of PNA	\$25.25	\$21.50

The above represents an example of some of the main items used on our sample projects. McDonagh understands that costs will not always be the same due to the types of projects PBC will award them. Knowing that projects will vary we have taken into consideration the additional cost factors for consultants, surveyors and other professional services that need to be included in the adjustment factor but these factors are offset by the increase in volume which will generate a greater dollar difference. McDonagh believes that being a self performing company we are able to offer the Commission better pricing than other bidders.

1.3 Work Orders Value > \$1,000,001

McDonagh Demolition used for its sample projects existing job contracts which they are currently involved or recently completed (Fleet Management, Beverly Library and Langston Hughes) and bid the sample project using the CTC items as provided in Book 3 for JOC Contract No. 1461. Sample project detail will be provided upon request.

McDonagh then built its proposal using its current costs which they have developed and their established vendor pricing and applied them to the scope of work that they were asked to perform on the existing jobs.

Based upon the CTC calculation versus McDonagh know cost calculation McDonagh is able to perform work at a 1.0700 adjustment factor which includes a 10% fee for Overhead and a 5% fee for Profit. This means McDonagh will have to purchase or perform the work at a .9200 of CTC calculations.

Description	CTC Factor	McD Cost
02213-0003 CA6 Stone Aggregate Fill	\$8.75	\$4.75
02212-0042 Grade and Compact Stone	\$3.79	\$2.91
00212-0003 Excavation up to 4'	\$3.17	\$2.50
02119-0011 Disposal of PNA	\$25.25	\$21.50

The above represents an example of some of the main items used on our sample projects. McDonagh understands that costs will not always be the same due to the types of projects PBC will award them. Knowing that projects will vary we have taken into consideration the additional cost

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTOR (continued)

factors for consultants, surveyors and other professional services that need to be included in the adjustment factor but these factors are again offset by the increase in volume which will generate a less dollar difference. This dollar difference McDonagh believes that being a self performing company we are able to offer the Commission better pricing than other bidders.

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

2.1 Work Order Value \$0 - \$300,000

McDonagh Demolition used for its sample projects existing job contracts which they are currently involved or recently completed (Fleet Management, Beverly Library and Langston Hughes) and bid the sample project using the CTC items as provided in Book 3 for JOC Contract No. 1461. Sample project detail will be provided upon request.

McDonagh then built its proposal using its current costs which they have developed and their established vendor pricing and applied them to the scope of work that they were asked to perform on the existing jobs.

Based upon the CTC calculation versus McDonagh know cost calculation McDonagh is able to perform work at a 1.10000 adjustment factor which includes a 10% fee for Overhead and a 5% fee for Profit. This means McDonagh will have to purchase or perform the work at a .9501 of CTC calculations.

Description	CTC Factor	McD Cost
02213-0003 CA6 Stone Aggregate Fill	\$8.75	\$4.75
02212-0042 Grade and Compact Stone	\$3.79	\$2.91
00212-0003 Excavation up to 4'	\$3.17	\$2.50
02119-0011 Disposal of PNA	\$25.25	\$21.50

The above represents an example of some of the main items used on our sample projects. McDonagh understands that costs will not always be the same due to the types of projects PBC will award them. Knowing that projects will vary we have taken into consideration the additional cost factors for consultants, surveyors and other professional services that need to be included in the adjustment factor. McDonagh believes that being a self performing company we are able to offer the Commission better pricing than other bidders.

2.2 Work Orders Value > \$1,000,001

McDonagh Demolition used for its sample projects existing job contracts which they are currently involved or recently completed (Fleet Management, Beverly Library and Langston Hughes) and bid the sample project using the CTC items as provided in Book 3 for JOC Contract No. 1461. Sample project detail will be provided upon request.

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTOR (continued)

McDonagh then built its proposal using its current costs which they have developed and their established vendor pricing and applied them to the scope of work that they were asked to perform on the existing jobs.

Based upon the CTC calculation versus McDonagh know cost calculation McDonagh is able to perform work at a 1.0800 adjustment factor which includes a 10% fee for Overhead and a 5% fee for Profit. This means McDonagh will have to purchase or perform the work at a .9301 of CTC calculations.

Description	CTC Factor	McD Cost
02213-0003 CA6 Stone Aggregate Fill	\$8.75	\$4.75
02212-0042 Grade and Compact Stone	\$3.79	\$2.91
00212-0003 Excavation up to 4'	\$3.17	\$2.50
02119-0011 Disposal of PNA	\$25.25	\$21.50

The above represents an example of some of the main items used on our sample projects. McDonagh understands that costs will not always be the same due to the types of projects PBC will award them. Knowing that projects will vary we have taken into consideration the additional cost factors for consultants, surveyors and other professional services that need to be included in the adjustment factor but these factors are offset by the increase in volume which will generate a greater dollar difference. McDonagh believes that being a self performing company we are able to offer the Commission better pricing than other bidders.

2.3 Work Orders Value > \$1,000,001

McDonagh Demolition used for its sample projects existing job contracts which they are currently involved or recently completed (Fleet Management, Beverly Library and Langston Hughes) and bid the sample project using the CTC items as provided in Book 3 for JOC Contract No. 1461. Sample project detail will be provided upon request.

McDonagh then built its proposal using its current costs which they have developed and their established vendor pricing and applied them to the scope of work that they were asked to perform on the existing jobs.

Based upon the CTC calculation versus McDonagh know cost calculation McDonagh is able to perform work at a 1.0700 adjustment factor which includes a 10% fee for Overhead and a 5% fee for Profit. This means McDonagh will have to purchase or perform the work at a .9201 of CTC calculations.

Description	CTC Factor	McD Cost
02213-0003 CA6 Stone Aggregate Fill	\$8.75	\$4.75
02212-0042 Grade and Compact Stone	\$3.79	\$2.91
00212-0003 Excavation up to 4'	\$3.17	\$2.50
02119-0011 Disposal of PNA	\$25.25	\$21.50

BID FORM 3 – CALCULATION OF THE BID ADJUSTMENT FACTOR (continued)

The above represents an example of some of the main items used on our sample projects. McDonagh understands that costs will not always be the same due to the types of projects PBC will award them. Knowing that projects will vary we have taken into consideration the additional cost factors for consultants, surveyors and other professional services that need to be included in the adjustment factor but these factors are again offset by the increase in volume which will generate a less dollar difference. This dollar difference McDonagh believes that being a self performing company we are able to offer the Commission better pricing than other bidders.

Part 3: CALCULATION OF THE NON PRE-PRICED ADJUSTMENT FACTOR:

McDonagh Demolition in determining their calculation for the Non Pre Priced adjustment factor of .1000 believes that overhead is the only factor that it needs to be added for any non pre-priced item.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

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 January 7, 2008, 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 January 14, 2008 to the Public Building Commission of Chicago, for Contract No. 1461 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 and Coleman McDonagh, Sr.
Secretary: Coleman McDonagh, Jr.
Treasurer: _____
Assistant Secretary: Rudolph J. Smolka

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 14th day of January, 2008.


Secretary

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC®, 9) Addenda Nos. (none unless indicated here)__, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME: _____ (print or type)

BUSINESS ADDRESS: _____ (print or type)

If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____ Address: _____

State of _____
County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____ 20____
(Seal)

Commission Expires: _____

Notary Public Signature

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No. _____ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) the CTC@,, 9) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(print or type)

BUSINESS ADDRESS: _____
(print or type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____, 20 _____
by _____ (name/s of person/s)

Notary Public Signature

(Seal)

Commission Expires: _____

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PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

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

BID FORM A: Affidavit of Uncompleted Work

PART 1: WORK UNDER CONTRACT

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

	1	2	3	4	Awards Pending	TOTALS
Project	Langston Hughes					
Contract With	Old Veteran Construction					
Estimated Completion Date	3/2008					
Total Contract Price	\$660,000					
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor	\$660,000					
TOTAL VALUE OF ALL WORK						

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

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

	1	2	3	4	Awards Pending	TOTALS
Earthwork	\$330,000					
Demolition	\$330,000					
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

PART 3: WORK SUBCONTRACTED TO OTHERS

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

	1	2	3	4	Awards Pending
Subcontractor	E. King Construction				
Type of Work	Hauling				
Subcontract Price	\$110,000				
Amount Uncompleted	\$110,000				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

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.

Geraldine Mc Donagh
Signature

January 14, 2006
Date

Geraldine McDonagh
Name (Type or Print)

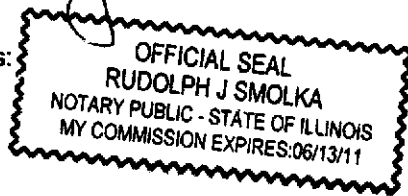
President
Title

McDonagh Demolition, Inc
Bidder Name
605 N Kedzie Ave
Address
Chicago IL 60612
City State Zip

Subscribed and sworn to before me
this 14 day of JANUARY, 2008

Rudolph J Smolka (SEAL)
Notary Public

Commission expires:



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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1461

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:
CPB Commission Contract 1461 Bid

Description of goods or services to be provided under Contract:

Campus Park improvements and Phase I Site Preparations

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:

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

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

X

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT No. 1461

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.

Geraldine McDonagh
Signature

Date 1/14/08

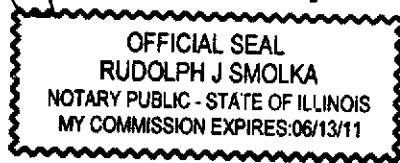
Geraldine McDonagh President
Name (Type or Print)

Title

Subscribed and sworn to before me

this 14 day of JAN 2008

Rudolph J Smolka
Notary Public



**BID FORM E: 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.

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.

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:



McDonagh Demolition, Inc.

Demolition • Excavation
Sewer • Water Main
Licensed • Bonded • Insured

**MANAGEMENT PLAN
FOR EXECUTION OF
JOB ORDER CONTRACTING**

Contract No. 1461

Submitted to:
Public Building Commission of Chicago
Richard J Daley Center
50 West Washington Street
Room 200
Chicago, IL 60602

Submitted by:
McDonagh Demolition, Inc.
605 N. Kedzie Ave
Chicago, IL 60612
Phone: 312-735-5522 Fax: 847-297-6558



McDonagh Demolition, Inc.

Demolition • Excavation
Sewer • Water Main
Licensed • Bonded • Insured

605 N Kedzie Ave
Chicago, IL 60612
Office: 312-735-5522 Fax: 847-297-6558
Email: mcdonaghdemo@gmail.com

McDonagh Demolition, Introduction

McDonagh Demolition, Inc. has been performing demolition and site work for the City of Chicago Department of Buildings directly and as a sub contractor for various general contractors with city contracts where demolition and site work is necessary. We believe that through these contracts and sub contracts we have gained the knowledge necessary to become a general contractor for this type of work. McDonagh has built an administrative staff in the first step of becoming a general contractor. It has established a job cost accounting system. Also as a sub contractor McDonagh has gained knowledge in the paperwork necessary for JOC, CTC, Leeds and Project Management.

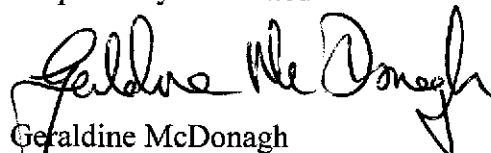
McDonagh Demolition is prepared to add to its management team, staff with the knowledge and experience in the area of job site operations and administration in order to provide the necessary tracking and reporting requirements in this contract.

We understand the basis of the Public Building Commission to determine future work under this performance based contracting system will be based upon the quality of our staff's performance and relationship with the owner's staff. McDonagh Demolition is confident that our past work performance with several cities, state and local government agencies as well as an experienced quality staff will continue and grow to an even greater relationship with these agencies.

McDonagh Demolition will continue in its support of minority hiring programs and other prerequisites as determined by the City of Chicago and the contract specifications. McDonagh Demolition is a woman managed and owned business which is in the process of applying for WBE status with the City of Chicago

McDonagh Demolition believes it is now ready to use its expertise in demolition and site work to become a General Contractor for such work. We look forward to a successful relationship with the Building Commission of Chicago and the opportunities being presented by this contract.

Respectfully Submitted



Geraldine McDonagh
President

McDonagh Demolition, Inc. Management Plan

1.. Management Plan

- a. General understanding of the JOC procurement system
- b. M/WBE Plans and goals
- c. Proposed participation and qualities of our personnel
- d. Planned procedures for developing price proposals
- e. Safety plan and accident prevention
- f. Project close out and punch list procedures
- g. Architectural and Engineering
- h. Environmental

2. Management Team

- a. Organizational chart
- b. Job responsibilities
- c. Resumes
- d. Staffing levels

3. Experience and Reference Information

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

STATEMENT OF BIDDERS 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 605 N. Kedzie Ave. Chicago, IL 60612

Local Address 605 N Kedzie Ave
Chicago, IL 60612

Local Telephone No. and FAX No. 312-735-5522 Fax: 847-297-6558

How many years operating as contractor for work of this nature? Ten (10) years

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

	Name Of Contractor/Owner - Project	Dollar Amount	Year of Contract	Nature of Project
1	Old Veterans Construction Company PBC – 07-004.C Langston Hughes	\$360,000.00	2007	Demolition and Site Work
2	Old Veterans Construction Company PBC 07- 005.A Beverly Library	\$216,750.00	2007	Demolition and Site Work
3	Old Veterans Construction Company PBC - 07-003 Fleet Management	\$859,000.00	2007	Demolition and Site Work
4	City of Chicago Dept of Buildings #14013 120 N. Racine 30 Job Sites	\$597,050.00	2007	Demolition and Site Work
5	City of Chicago Dept of Building Emergencies 120 N. Racine 16 Job Sites	\$282,350.00	2007	Demolition and Site Work
6	Old Veterans Construction Company DGS JV0-263 1869 W Pershing	\$200,000.00	2006	Demolition
7	FH Paschen Chicago Transit Authority Brown Line	\$607,000.00	2005	Demolition and Site Work
8	Pacific Construction Services DGS J6080A Central Auto Pond	\$150,000.00	2004	Demolition and Site Work

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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 Illinois Chicago
- C. If incorporated in another state, is firm authorized to do business in the State of Illinois?
Yes _____ No _____
- D. Name and address of registered agent in Illinois
Daniel C Meenan, Jr 53 W Jackson Blvd #1102 Chicago, IL 60604
- E. Names and titles of officers authorized to sign contracts

<u>Geraldine McDonagh</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

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

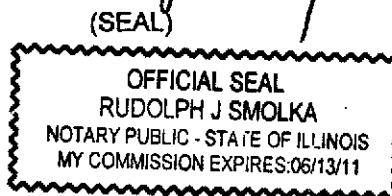
If submitted by an individual:

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

Geraldine McDonagh
Signature of Affiant

Subscribed and sworn to before me this 14th day of January 20 08

Rudolph J Smolka
Notary Public
My Commission expires: _____



PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. 1461

Date: January 14, 2007

DISCLOSURE AFFIDAVIT

Name: McDonagh Demolition, Inc.

Address: 605 N Kedzie Ave. Chicago, IL 60612

Telephone No.: 312-735-5522

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 |

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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):	
<u>Name (Print or Type)</u>	<u>Title (Print or Type)</u>	<u>Name (Print or Type)</u>	<u>Title (Print or Type)</u>
<u>Geraldine McDonagh</u>	<u>Coleman McDonagh, Sr</u>	<u>Geraldine McDonagh</u>	<u>Nora McDonagh</u>
<u>Coleman McDonagh, JR</u>	<u>Rudolph J Smolka</u>	_____	_____
<u>Nora McDonagh</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.

<u>Name (Print or Type)</u>	<u>Address</u>	<u>Ownership Interest</u>
<u>Geraldine McDonagh</u>	<u>1438 Wedgewood Des Plaines, 60018</u>	<u>51.0%</u>
<u>Nora McDonagh</u>	<u>7306 N Ottawa Chicago, 60631</u>	<u>49.0%</u>
_____	_____	_____ %

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

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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
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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

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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

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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.

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.

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

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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:

NONE

(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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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Geraldine McDonagh
Signature of Authorized Officer
Geraldine McDonagh
Name of Authorized Officer (Print or Type)
President
Title
312-735-5522
Telephone Number

State of Illinois

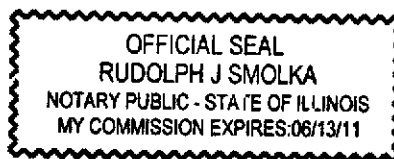
County of Cook

Signed and sworn to before me on this 14th day of JANUARY, 2008 by

Geraldine McDonagh (Name) as President (Title) of

McDonagh Demolition, Inc. (Bidder/Proposer or Contractor)

Rudolph J Smolka
Notary Public Signature and Seal



PUBLIC BUILDING COMMISSION OF CHICAGO

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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).

1. Management Plan of Execution of Job Order Contracting

a. General understanding of the JOC procurement system

McDonagh Demolition, Inc. has been and is currently involved as a sub contractor for the general contractors who have been awarded Public Building Commission, Chicago Transit Authority and Department of General Services work for site work which includes demolition, excavation, sewer and water. These sub contracts have provided us with first hand knowledge and insight to the JOC procurement system, Commission paperwork for payment and Leeds paperwork.

The General Contractor being involved from the very beginning of the process and using JOC procurement system and SureTrak allows; for a timely and accurately fixed cost job estimate, for the schedule of work to be established and to become aware of any environmental issues or special site requirements. Upon agreement of the scope the architect renderings can be finalized and offer for bid. These factors allows for projects to be completed timely and within budget. When projects are completed on time and within budget it allows the Public Building Commission to meet its budget and goals.

McDonagh Demolition will provide all components needed to complete the assigned projects such as but not limited to: management, pricing, estimating, scheduling, drawings, samples, materials, supervising of labor and equipment, supplies, transportation, submittal and payouts

McDonagh Demolition understands that work shall be authorized by Work Orders issued in accordance with Section III of Article 25, the JOC General Conditions "Procedure for Ordering Work." These work orders will primarily be for the construction of Campus Park Improvements and Phase 1 Site Preparation, which consists on building environmental remediation, building demolition and site work for various locations. Any change in the scope of work will require a Field or Change Order to be completed.

McDonagh believe that through our past experience with JOC contractors; FH Paschen, Pacific Construction, Inc., as well as our current contracts with Old Veterans Construction, Inc. we have the experience and knowledge to provide the expertise necessary to manage this JOC contract.

b. McDonagh Demolition plans to meet or exceed the goals of MBE 24% and WBE 4%.

McDonagh Demolition is a City of Chicago Department of Procurement Services Pre-Qualified Contractor for 'Demolition Services,' Class "A" for Specification No 34545 – Demolition services greater than \$10,000 which has a M/WBE requirement and as such has worked with M/WBE companies. McDonagh is committed to a continued working relationship with M/WBE companies to meet or exceed the requirements of 24 % and 4% per work order. We will prepare and submit all necessary reports to provide the information to show our progress and commitment of meeting or exceeding the percentage requirements.

McDonagh Demolition is a woman managed and owned business which is in the process of applying for WBE status with the City of Chicago.

The following are a few but not limited to, WBE or MBE Contractors to be utilized during our contract period for Public Building Commission JOC

Trucking - B.B.D. Trucking Company MBE
E. King Construction Company WBE
Trims Trucking MBE

Electrical – Cable Communications WBE.

Landscaping – Christy Webber Landscapes – WBE

Plumbing – Toltec Plumbing – WBE

Equipment Supplier – Steve's Equipment Services – MBE

c. McDonagh Demolitions proposed participation and the specific qualities of our personnel that will add benefit to this process.

McDonagh Demolition has found that the success of any project relies on the ability of the staffs involved to work together and communicate effectively to secure pricing and timetables that will meet or exceed the requirements established for the job. As such our staff will be available for meetings, phone contacts and any other necessary response on a 24/7 schedule.

Site visits will involve the active participation of staff, sub contractors and consultants to achieve the level of detail to be incorporated into the specification and planning.

Continued site visits will be made to document work process, take pictures, confirm measurements and existing conditions. Our staff has the ability to send and receive emails regardless of their physical location. Due to current technology, we can distribute photos or other necessary paperwork, to those who can not physically be at the job site for review and comments.

McDonagh Demolition has the necessary experienced personnel to complete demolition and site works. Being a self performing contractor it will be able to respond quicker to any start or change orders because it is first tier or work performers. Coleman McDonagh Junior our vice president of operations and operating engineer has been involved in demolition, excavation and site work for over twenty (20) years. His daily involvement on the operations will provide the best expertise for demolition and site work. Coleman is also a qualified asbestos inspector. Coleman McDonagh Senior, who is a superintendent, has over forty (40) years of experience in all aspects of construction, demolition and site work, will be responsible for the day to day management of site work. Our president Geraldine McDonagh has over sixteen years of experience in construction field. Her expertise in the knowledge of construction documentation and scheduling will insure complete and accurate job documentation. Our project administrator/accountant, Rudolph Smolka, has experience in estimating, planning and scheduling and is highly proficient with the various software programs used in these fields. His knowledge of software and computers will enable us to efficiently complete the necessary paperwork for JOC.

While our staff has or will have a tremendous amount of knowledge, they will use their professional contacts to seek additional information when necessary and also draw upon the expertise of the agency staff or commissions representatives for assistance in the form of a Request for Information.

McDonagh Demolition acknowledges that if awarded this contract we will also hire experienced JOC personnel as part of our management team.

- d. McDonagh Demolition planned procedure for developing price proposals for projects in the range of \$1 million to \$5 million dollars within the time frame allowed in the Contact Documents and how we plan to insure the accuracy of price proposal in regards to verifying that the terms in price proposal are required to the detail scope of work at the correct quantity.**

McDonagh Demolition being an excavation and site contractor will already have on hand some of the necessary information regarding pricing and schedule so that it can begin proposals immediately upon notification of a project. McDonagh will adhere to the

“Scope of work and procedures for ordering work” as described in Public Building Commission JOC Order Contracting General Conditions Article 25 III.B.

1. Notification of Scope Meeting – When notice of a scope meeting is received and any existing drawings, work description or other information that may be beneficial to us is received McDonagh staff will examine the documentation provided and prepare its list of questions or comments that can be discussed at the meeting.
2. Joint Scope Meeting: McDonagh personnel and if deemed necessary potential Subcontractors will visit the propose Work site in the Company of the Commission for review of the site and existing conditions. It will then participate in a Joint Scope meeting to discuss and establish the following: Work Order number and title, existing site conditions, methods and alternatives for accomplishing Work, definition and refinement of requirements and agreement on the Scope of Work, requirements for drawings, design work, sketches, shop drawings etc., tentative construction schedule, preliminary quantity estimates and date for submittal of drawings, if required, and the date the Price Proposal is due.
3. Detail Scope of Work: After the joint scoping of the Work site, McDonagh and the Project Manager will agree on a documented Scope of Work. The Commission will provide a Scope of Work form that will be signed by both parties. This Scope of Work, unless modified by the Commission, will be used by McDonagh to develop its Price Proposal knowing that it will be the basis which the Project Manager will evaluate McDonagh’s Price Proposal.
4. Issuance of the Request for Proposal: McDonagh will prepare a Price Proposal (RFP) for the Work under consideration upon receipt from the Project Manager issuance RFP by the date noted on the RFP. Unless other wise stated on the RFP, McDonagh will prepare the RFP within seven (7) working days after the date of issuance of the RFP by the Project Manager.
5. Preparation of the Price Proposal: McDonagh Demolition will continue to develop its current means of estimating by implementing the latest software available to us. Currently we use existing established vendor pricing, Microsoft Project and excel spreadsheets. McDonagh will purchase Primavera SureTrak Project Manager for future scheduling usage.
 - a. Pre-priced Work Requirements: McDonagh will select the pre-priced work tasks from the CTC schedule established in Public Building Commission JOC Contract 1461 Book 3. McDonagh will first use the tasks established in Book 1.a. which is the City of Chicago Department of Transportation standard site task to establish the Price Proposal. McDonagh will only use individual pricing information for the Price Proposal if warranted.
 - b. Non Pre-priced Work Requirements: If McDonagh identifies an item which has not been pre-priced it will separately identify that item in the Proposal. If it submits a non pre-priced item McDonagh will submit: a cost breakdown of labor, equipment and material of as required if it is to do the work or will submit three subcontractor quotes if subcontracting is necessary per Article 25 Section B.5.b.5.

c. Supporting Documentation: McDonagh will include supporting documentation which will indicate that adequate engineering and planning for the requirements have been done. Documents to be submitted with the Price Proposal shall include, but not be limited to: drawings, calculations, specifications and other technical data as required, catalog cuts, back-up for any Non Pre-priced items, construction schedule, a copy of the warranty documentation if special equipment and identification of proposed disposal sites and imported material sites to be used on the Work Order.

After the documentation required for the preparation of the Price Proposal has been prepared, McDonagh Demolition will separately have additional Managers and ownership review the prepared Price Proposal to make sure of the accuracy and completion of the Proposal. This review will consist of but not be limited to: review of drawings, work descriptions and notes taken during the Joint Scope Meeting, thoroughly review the detailed Scope of Work, review the RFP and associated documents, review all support documentation to make sure all necessary documentation has been included and any subcontractor proposals will be subjected to the same detailed review for completeness. Throughout the preparation of the Price Proposal non administrative staff will be reviewing documents and if necessary will make visits to the job site to confirm measurements and/or special requirements. Administrative staff will be reproducing and distributing sections as completed for review prior to the final review by the team and management.

e. Safety Plan and Accident Prevention.

McDonagh Demolition is aware of the importance to maintain a safe and healthy worksite, as such it will take every precaution and steps necessary to provide such safe working conditions. All employees have provided with our company's safety plan and it is reviewed with them prior to start of employment. In addition McDonagh reviews each job site safety requirements with its employees at the start of a job. It will hold pre start meetings with its staff and sub-contractors to make sure that everyone is aware of the safety rules and requirements for the jobsite. Where there maybe special requirements it will have fliers printed and distributed prior to and during the job with the special rules printed in bold.

McDonagh will comply will all terms and conditions as stated n Book 2 Standard Terms and Conditions For Construction Contracts Contract No. 1461 Public Building Commission of Chicago Article 7 "Contractors Practices At Site" pages 21-25.

A complete version of our current Safety Plan will be provided upon request .Hill Mechanical will be our Safety Manager. Their staff resumes and company profile have been included under the resume tab.

f. McDonagh Demolition approach to the expeditious close out of projects, corrections of unacceptable work, and punch list procedures.

McDonagh Demolition is fully aware that "Time is of the essence" and the importance of completing the work correctly and on time. It will strive throughout the project see that all work is completed on schedule and according to the specification of the bid. The use of SureTrak will alert us if any part of the project is delayed or runs over the allotted time thus giving our staff warning to make appropriate schedule adjustments so that there will be none or a minimum effect on the overall project. In the event of any delay where to happen, McDonagh will under Article 10.04 .3 "Notice of Delay" provide to the Commission notice to comply with 10.04.7 for extension of time.

Having onsite personnel to review progress and confirm work is being done in accordance to the work order will reduce possibilities of unacceptable work. In the event of written notification of unacceptable work, McDonagh will or the sub contractor will be notified to correct the problem without additional charge to the PBC or if warranted a charge back will be levied so that there are no additional costs to the Commission. All subcontractors will have language in their contracts regarding unacceptable work and charge back provisions. Through our job cost system we will be able to track contract amounts, percentage completion and paperwork submitted to us as we progress through the contract. McDonagh will work with the subcontractors to make sure that their paperwork is properly completed and submitted on time.

When McDonagh deems the work to be substantially complete it will notify the Commission Representative in writing at least seven (7) days in advance of that date. It is McDonagh's belief that through continuous and diligent supervision the project close out will be accurately and on time.

McDonagh Demolition acknowledges Article 10 of the PBC JOC "Terms and Conditions", "Schedule." The project progress schedule will allow adequate time for the closeout punch list work for all trades and will be monitored by the daily reports as well as weekly progress reports to ensure the timely completion of all projects. Any work deemed not correct or acceptable will be promptly corrected to the acceptance of the Commission. Also any subcontractors or suppliers will be back charged for any corrections if applicable.

When a project is deemed complete, Section 16.08.3 "At Project Final Completion" and before retainage is received McDonagh will submit to the Commission Representative a sworn affidavit that states the following:

- a. All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work and punch list for the Work for which the Commission might in any way be responsible, have been paid or otherwise satisfied.
- b. The "Contractor's Sworn Statement and Affidavit" for final release of retainage has been provided to the Commission Representative.

- c. All claims made by Subcontractors of any tier, supplies and others against the Contractor, the Commission, any agents of the Commission, the Executive Director or Commission Representative have been resolved.
- d. "Final Waiver of Lien and Contractors Affidavit" forms for all Subcontractors of any tier have been provided to the Commission Representative.
- e. The warranties and Guarantees, required by the Contract, have been provided to the Commission Representative.
- f. All warranties and guarantees are in full force and effect.
- g. The surety's written consent will be provided to the Commission Representative
- h. McDonagh agrees that acceptance of final payment will constitute a general release to the Commission, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work of the Contract or for any act or neglect of the Commission or its agents officials and employees relating to or connected with the Contract.
- i. As-Built documentation including but not limited to As-Built Contract drawings, As-Built Shop Drawings and Operation and maintenance Manuals have been provided to the Commission Representative
- j. All other documents requested by the Commission Representative have been provided.
- k. McDonagh will remove all of the Contractor's trailers, equipment, leftover materials, and trash from the Project site, staging area(s) or anywhere else on the Project Site. The construction staging area(s) will be returned to its pre-construction condition.

g. Plan for Incidental Architectural and Engineering services

McDonagh Demolition has indicated on its organization chart supplied that it intends to retain the firm of Hasbrouck Peterson Zimoch Sirirattunrong – HPSZ Services to provide Architectural and Engineering reviews as necessary. Their staff resumes and company profile have been included under the resume tab.

McDonagh is convinced that our selection of HPSZ for architectural and engineering will provide the necessary review and services at the highest level of professionalism. We know that accurate and reliable construction drawings are necessary for a successful project completion.

McDonagh Demolition knows that for any type of drawings, blue prints or outsourced renderings, will not be authorized until reviewed and approved by our personal as well as the Commission.

h. Environmental specifications

(1) McDonagh Demolition will have its independent Licensed Environmental Consultant test any questionable material at the site. It will legally dispose of any hazardous materials in accordance with Article 20 in Book 2 of Contract No 1461 will licensed removal companies at no cost to the Commission. All our staff shall be trained or previous training reviewed as to the proper handling of such materials.

(2) McDonagh Demolition will submit to the Commission a certified report from its Licensed Environmental Consultant stating that all regulations and procedures were adhered to in the disposal of said materials if any.

(3) McDonagh Demolition is planning on using Leeds AP – Chris Toman of Hill Mechanical Group. His resume and the company profile have been included under the resume tab.

2. Management Team

- a. Organization Chart - See Attached

“McDonagh Demolition Inc Public Building Commission JOC Contract 1461”

- b. Individual Job Responsibilities –

McDonagh Demolition has listed individual job responsibilities in the Resume tab.

- c. Resumes are included in the resume tab.

- d. Level of Staffing

McDonagh Demolition will have the minimum staffing listed as well as adequate office and administrative personnel. If additional staffing is determined to be needed by the Commission representative McDonagh will assign or hire them.

One Project Manager
One Assistant Project Manager/Estimator
Contractor's Scheduler
Administrative Assistant
Superintendent - one per Work Order

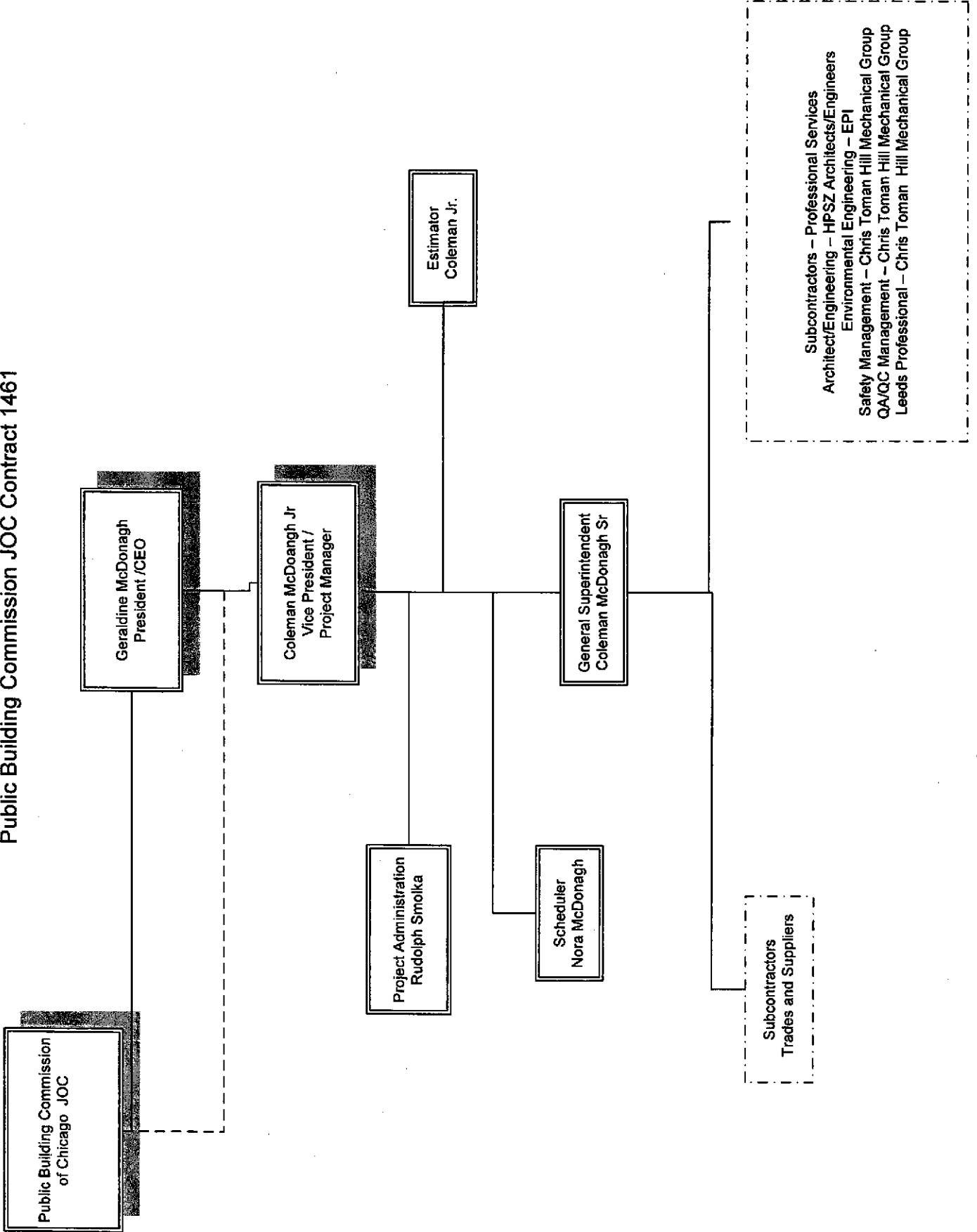
McDonagh Demolition will meet the staffing levels per Book 2 Standard Terms and Conditions for Construction Contracts Contract No 1461 Article 25 JOC General Conditions Article IV Personnel.

3. Experience and References

- a. McDonagh Demolition has listed its comparable contracts – JOC Contracts, indefinite quantity type contracts, management of multiple projects and large site work type projects commensurate with the type of projects anticipated at the Commission currently under contract and completed in the last years.
- b. McDonagh Demolition acknowledges that provided the Commission accepts the Contractor's Management Plan, it shall be incorporated in this Contact and any deviation from the Management Plan without the express written approval of the Commission may be deemed as an event of default under this Contact.

McDonagh Demolition, Inc.

Public Building Commission JOC Contract 1461



Geraldine McDonagh President

Geraldine McDonagh has been in the construction industry for over 12 years. She was a quick learner and soon aspired as a scheduler for renowned construction companies in Ireland. After working for other companies, she felt confident in the start of her own company, McDonagh Demolition. Under her supervision McDonagh Demolition have aspired to become a well established company, completing projects to a very high standard for owners such as Public Building Commission, Chicago Transit Authority, General Services and Chicago Department of Buildings. McDonagh Demolition has grown and is in the process of becoming a WBE firm. This will further ensure the goals and business opportunities needed for McDonagh Demolition to prosper in the future as a WBE firm. As President and CEO of McDonagh Demolition her responsibilities are but not limited to the following:

Establishing company policy and procedures.

- General supervision of all business operations
- Supervision and final review of all bid documents
- Negotiates and approves contracts enter into by the company
- Responsible for the administration, management and supervision of all contracts of the company
- Makes all financial decisions of the company
- Approves acquisition of all major supplies and equipment
- Supervises the hiring and dismissal of personnel

Professional Experience

McDonagh Demolition, Inc. President - 1999 to Present

Negotiated and Established Banking relationships and working capital line of credit.

Executed, administered and supervised the paperwork for City of Chicago Contract 14013 Demolition and Site work value in excess of \$580,000. for 2007

City of Chicago Emergency Contracts for Demo and Site Work in excess of \$280,000. for 2007

Administered and supervised 2007 JOC subcontracts:

<u>Project</u>	<u>Type of Work</u>	<u>Total</u>
Langston Hughes	Demolition and Site Work	\$1,000,000
Beverly Library	Demolition and Site Work	\$ 217,000
Fleet Management –Western Demo and Site Work		\$ 859,000

Administered and supervised 2005 JOC subcontract:

CTA Brown Line Demolition and Site Work \$ 607,000

Administered and supervised 2004 DGS subcontract:

Central Auto Pond Demolition and Site Work \$ 150,000.

Geraldine McDonagh President (continued)

Professional Experience

O'Rourke Construction, Inc. Ireland - 1995 to 1999

Scheduler and Assistant Project Manager

McKeon Construction, Ireland - 1991 to 1995

Scheduler / Secretarial Work

Education

Galway University, Ireland - Degree in Business Administration

Coleman McDonagh, Jr Project Manager/Estimator

Coleman McDonagh, Jr. has been in the construction industry for over 20 years. He has vast knowledge and experience in project management and communication skills. He also has an excellent estimating background. This is shown through his experiences of job bidding and job completions over the years with McDonagh Demolition, Inc. Coleman's responsibilities include but are not limited to:

- Management of multiple contracts
- Bid evaluation
- Contract Management using various computer software
- Work assignments
- Adherence to safety regulations
- Monitor contract performance
- Participation in the approval process of change orders and construction documents
- Apply project management skills
- Scheduling and logistics
- Knowledge and understanding of blue prints
- Understanding job specifications
- Compute construction and engineering project job costs
- Coordination with subcontractors

Professional Experience

McDonagh Demolition, Inc. Vice President – 1998 to Present

Project Manager for City of Chicago Contract 14013 Demolition and Site work value in excess of \$580,000. for 2007

Project Manager for City of Chicago Emergency Demo and Site Work in excess of \$280,000. for 2007

Project Manager 2007 JOC subcontracts:

<u>Project</u>	<u>Type of Work</u>	<u>Total</u>
Langston Hughes	Demolition and Site Work	\$1,000,000
Beverly Library	Demolition and Site Work	\$ 217,000
Fleet Management –Western Demo and Site Work		\$ 859,000

Project Manager 2005 JOC subcontract:

CTA Brown Line Demolition and Site Work \$ 607,000

Project Manager 2004 DGS subcontract:

Central Auto Pond Demolition and Site Work \$ 150,000.

Coleman McDonagh, Jr Project Manager/Estimator (continued)

Professional Experience

1997 – 1998 Harrington Demolition - London, England

Machinery operator in all aspects of demolition

Qualifications

Operating Engineer in selective demolition
Building demolition and bridge demolition
Licensed Sewer and Drain layer
Licensed Asbestos Inspector
Class A CDL License
Safety Director – OSHA 40 hour safety & health training

Education

2006	Asbestos Building Inspector Certificate Occupational Training & Supply, Inc. Willowbrook, IL
2006	OSHA 40 hour safety & health training
2000	City of Chicago, Dept of Sewers and Water Sewer and Drain layers Certificate
1998	Qualified Operating Engineer
1997	Qualified Operating Engineer with M.O.E

Nora McDonagh Scheduler

Nora McDonough's skills and duties for McDonagh Demolition, Inc. include but are not limited to:

Write and review construction documents

Work with the Project Management Team to insure the success of the project or assigned projects

Maintains project documentation and assisting the Project Manager in successfully completing his project

Create Construction Schedules: three (3) week look ahead and overall

Reading blueprints, developing specific details for projects and maintaining as built documents for close out

Attaining pricing for additional work and the approval and tracking of change orders

Responsible for creating submittal logs and processing submittals

Processing weekly payroll information

Professional Experience

- | | |
|-----------------------|-------------------------------------------------------------------------------------------|
| 1998 – Present | McDonagh Demolition, Inc.
Scheduler and secretary |
| 1994 – 1997 | Barna Demolition Company, London, England
Secretarial and office administration |
| 1984 – 1993 | Barna Real Estate Co., Galway, Ireland
Secretarial and office administration |
| 1980 – 1984 | McHugh Construction Company Chicago, IL
Secretary |

Coleman McDonagh, Sr. Superintendent

Coleman McDonagh Sr. brings over 30 years of experience to McDonagh Demolition, Inc. as a General Superintendent. Mr. McDonagh hand's on construction experience from his days as a residential building developer and from his days as a union carpenter before he became a foreman contributes to the success of project management. His responsibilities include but are not limited to:

- Quality Control
- Cost Management
- Monitor subcontractor's performance and compliance to safety requirements as well as our own employees.
- Coordinate schedules for employees and subcontractors
- Maintain required project paperwork through the proper documentation of project activity

Professional Experience

1998 – Present McDonagh Demolition, Inc

Superintendent for City of Chicago Contract 14013 Demolition and Site work value in excess of \$580,000. for 2007

Superintendent for City of Chicago Emergency Demo and Site Work in excess of \$280,000. for 2007

Superintendent 2007 JOC subcontracts:

<u>Project</u>	<u>Type of Work</u>	<u>Total</u>
Langston Hughes	Demolition and Site Work	\$1,000,000
Beverly Library	Demolition and Site Work	\$ 217,000
Fleet Management –Western	Demo and Site Work	\$ 859,000

Superintendent 2005 JOC subcontract:

CTA Brown Line Demolition and Site Work \$ 607,000

Superintendent 2004 DGS subcontract:

Central Auto Pond Demolition and Site Work \$ 150,000.

1994 – 1996 Demolition Company London, England

Operator and project manager for demolition and site work

1984 - 1994 Residential Developer Galway, Ireland

Construct residential homes. Supervision of workers and subcontractors to ensure construction plans were met. Safety coordinator on job site. Maintained paperwork to ensure proper payment to workers and subs.

1977 – 1984 Owner of Ace Construction Chicago, Illinois

Construct residential homes. Supervision of workers and subcontractors to ensure construction plans were met. Safety coordinator on job site. Maintained paperwork to ensure proper payment to workers and subs.

1973 – 1977 Bomb Construction Carpenter Foreman

As Foreman supervised carpenters, maintained work schedules and time.

1971 – 1973 McHugh Construction Company Carpenter

General Carpenter for commercial contractor.

Rudolph Smolka Project Administration

Rudolph Smolka brings over 30 years of office administration and management information knowledge to McDonagh Demolition. His experiences in the areas of real estate development and condominium conversion where he was involved in the administration of job costing, legal documents, contracts, scheduling, software development for estimating and closing documents as well as lien documents adds to our expertise in the administration of contracts. He has a vast knowledge and training in accounting and general computer software and network installations

Also included in his experience is internal auditing where he completed financial and operational audits as well as establishing procedures in the audit of automated systems.

Professional Experience

McDonagh Demolition, Inc.

May, 2007 to Present

Accountant/Project Administration

Responsible for all accounting functions and setting up the job cost tracking.

Apply for City of Chicago Demolition Permits

Completing City of Chicago Bid Requests

Completing JOC and other contractor's paperwork for draws and lien releases.

Link Services -- Sole Proprietorship

1994 to 2007

Specializing in small and home businesses, installing software, hardware and networks. Setup and train on software products including antivirus, firewalls, office suites and accounting packages. QuickBooks advisor from 2001. Setup QuickBooks for small businesses including chart of accounts, job costing and special reports. Convert data from other accounting programs to QuickBooks. Also installed and trained for Peachtree and other accounting software. Train users and assist in postings and monthly closing. Prepare statements as necessary. Work with tax accountants for proper recording of expenses and assist in making journal entries and reconciling accounts. As far as computers, setup small networks, spec out equipment, install servers and workstations. Provide maintenance and repairs for equipment as well as maintain and troubleshoot network problems.

Manager - Suite One Shared Office Complex

1988 to 1993

Controller - National Uniform Shops,

1985 to 1988

Controller and Project Manager - Tectonic Realty Investment Company

1981 to 1984

Completed bank documents for real estate deals, participated in meetings with lawyers regarding purchase contracts, contractors contracts and lien releases, job costing, pert charting, meetings with contractors regarding construction and remodeling of projects.

Accountant and MIS Manager - Robert Sheridan & Partners

1977 to 1980

Condominium Conversion and Marketing

Maintained cost accounting records for projects. Designed computer programs for: condominium board of directors' elections, to automate closing documents for unit closing and an estimating program specifically for condominium conversions. Maintained CPM/PERT program for condominium conversation from acquisition to building improvements to final sale.

Professional Experience (continued)

Division Accountant and Manager - CFS Food Services	1974 - 1976
Regional Administrative Manager = Liquid Carbonic Corporation	1972 - 1974
Internal Auditor - RR Donnelley & Sons.	1970 - 1972

Performed accounting and operational audits. Developed audit program for automated systems used in plants for job costing and time keeping. In addition developed and performed first audit of automated type setting division.

Education

Graduated from Illinois College with a BA in Business Administration, 1970. Additional accounting and management classes at Roosevelt University and Loyola University. Attended classes in computer software from Microsoft and other vendors.

Community Involvement

Involved in local community organizations such as Kiwanis Club of Park Ridge Noon, Park Ridge Chamber of Commerce, Boy Scout Troop 76, Blackhawk District Committee and the Northwest Suburban Council of the Boy Scouts of America and steering committee of the Park Ridge Men's Prayer Breakfast. He has been a baseball coach, soccer coach and basketball coach in the Park Ridge Park District and YMCA programs and a former Park Ridge Jaycee. Received various community and scouting adult awards including but not limited to: 1983 Jaycee Outstanding Young Man Award, First Park Ridge Community Star Award for Small Business in 2004, Blackhawk District 2005 District Award of Merit, Park Ridge City Council plaque for Co-Chairmen of Park Ridge Citizens Committee for Police Department Body Amour.

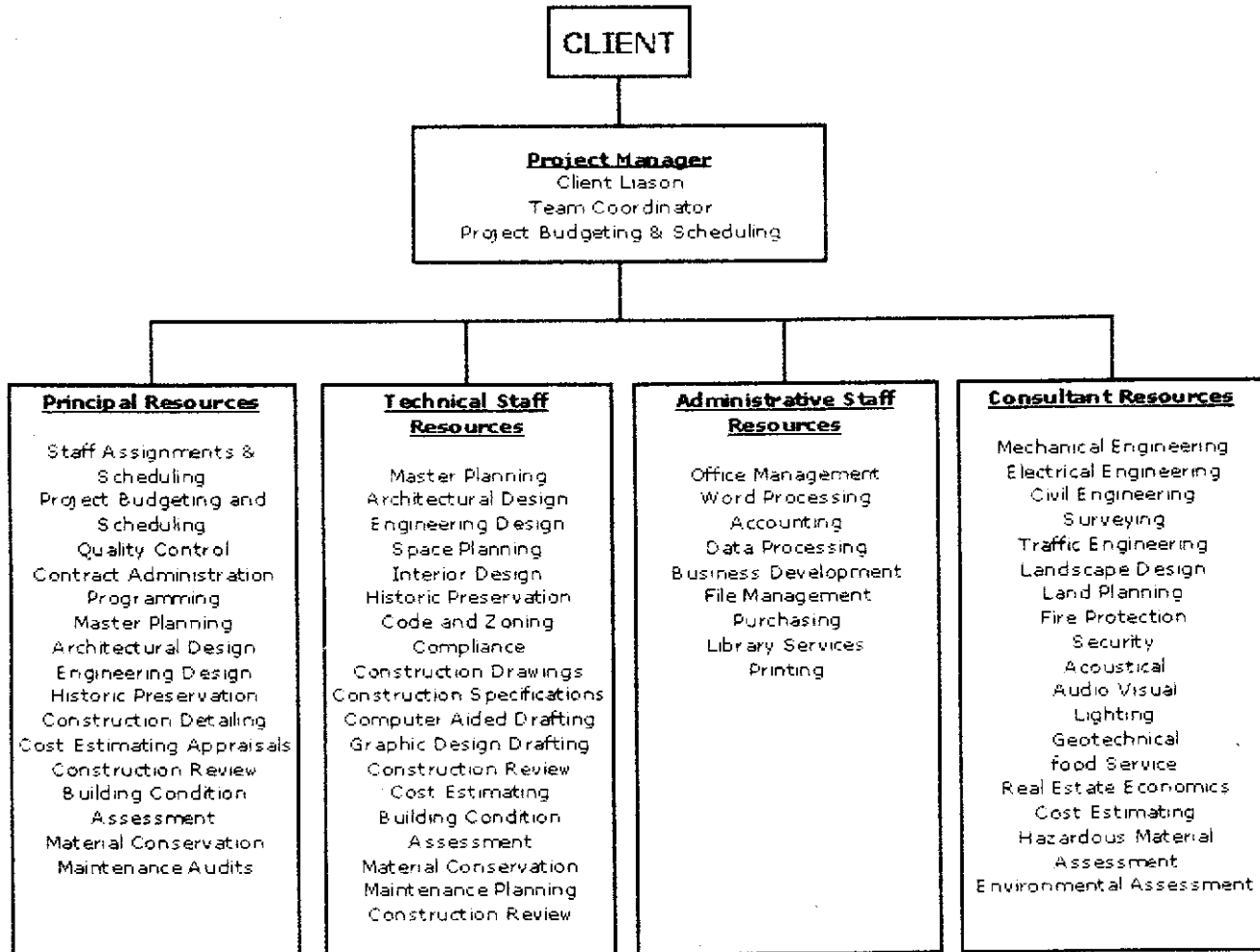
HPZS
HASBROUCK | PETERSON | ZIMOCCH | SIRIRATTUMRONG

14 South Michigan Avenue, Suite 250, Tel: (312) 583-9600, Fax: (312) 583-9650, Chicago, IL 60605

Architects Engineers Conservators

hpzs@hpzs.com

ORGANIZATION



JAMES M. PETERSON, AIA
PRINCIPAL

EDUCATION:

- . *Master of Science in Architecture, 1965*
University of Illinois, Urbana-Champaign, Illinois
- . *Bachelor of Architecture, 1963*

REGISTRATION:

- . *Registered Architect - Illinois, Michigan, Wisconsin, and Indiana*
- . *Registered Structural Engineer - Illinois*
- . *Registered Interior Designer - Illinois*
- . *National Council of Architectural Registration Boards*

MEMBERSHIP:

- . *American Institute of Architects*
- . *Past President, Bd. of Trustees and Plan Commission Chairman, Village of Deer Park, Illinois*
- . *Past President, Barrington Area Council of Governments*
- . *Past President, Building Industry Council - Landmarks Preservation Council of Illinois*
- . *National Trust for Historic Preservation*

Mr. Peterson is a Senior Principal Architect and Engineer of Hasbrouck Peterson Zimoch Sirirattumrong. Current responsibilities include architectural and structural design; building and material failure analysis; feasibility and planning studies; and project management on selected projects.

Mr. Peterson has provided Architectural, Structural Engineering, and Interior Design services to a wide variety of private individuals and corporate clients as well as governmental and institutional clients. Project services ranges from work on high-rise, low-rise, large multi-use, and small single-use, large budget and small budget projects including work on residential, commercial, educational, manufacturing, research, health care, hospitality, military and recreational facilities. Project expense has also included work throughout the United States as well as several European, Middle Eastern, Far Eastern, and Caribbean countries.

E-Mail: jpeterson@hpzs.com

HENRY G. ZIMOCH, AIA
PRINCIPAL

EDUCATION: . *Bachelor of Architecture, 1975*
Illinois Institute of
Technology, Chicago, Illinois

REGISTRATION: . *Registered Architect - Illinois,*
1979
. *National Council of*
Architectural Registration
Boards, 1980

MEMBERSHIP: . *American Institute of*
Architects

Mr. Zimoch is a Principal Architect of Hasbrouck Peterson Zimoch Sirirattumrong. His experience as owner of Henry Zimoch and Associates encompassed all aspects of architectural practice, including client program assistance, building investigation, schematic design, preparation of working drawings and presentation drawings, project coordination, construction administration, and code analysis and research.

Since joining HPZS in early 1991, Mr. Zimoch has had primary responsibilities for document production and quality control for the firm as a whole. In addition to his firm-wide responsibilities, Mr. Zimoch also regularly serves as a Project Manager or Project Architect on individual projects. Mr. Zimoch's work has also included, the analysis of historic significance and restoration and report preparation on planning, building investigation and project feasibility

WILBERT R. HASBROUCK, FAIA
PRINCIPAL

- EDUCATION:**
- . *Bachelor of Science in Architectural Engineering, 1954
Iowa State College, Ames, Iowa*
 - . *Graduate Study in Architectural History, 1968-69
University of Chicago Downtown Center*

- REGISTRATION:**
- . *Registered Architect - Illinois*
 - . *Registered Professional Engineer - Illinois*
 - . *Registered Structural Engineer - Iowa*

- MEMBERSHIP:**
- . *Fellow, American Institute of Architects*
 - . *Past President, The Chicago Architectural Foundation*
 - . *The Society of Architectural Historians Charter Member,*
 - . *The Association of Preservation Technology*
 - . *National Trust for Historic Preservation*

Mr. Hasbrouck is a Senior Principal Architect and Engineer at Hasbrouck Peterson Zimoch Sirirattumrong. His responsibilities regularly include consultation on preservation issues, administration, design, analysis of historic structures, report writing, and expert testimony. He has prepared twenty-five nominations of historic buildings and districts to the National Register of Historic Places. He is also a Distinguished Lecturer for the School of the Art Institute of Chicago, in its Historic Preservation Program.

E-Mail: whasbrouck@hpzs.com



ENVIRONMENTAL PROTECTION INDUSTRIES

January 10, 2008

Mr. Coleman McDonagh
McDonagh Demolition, Inc.
605 N. Kedzie
Chicago, Illinois 60612

**Re: Public Building Commission of Chicago
Contract No.: 1461-Job Order Contract
EPI Proposal #07-517**

Dear Mr. McDonagh:

Environmental Protection Industries, Inc. (EPI) is pleased to again be selected to provide environmental services to your company, and in particular, to assist McDonagh Demolition, Inc. with the above referenced project, if awarded.

EPI will provide the following services, as well as any additional environmental services requested or required in relation to this project:

- Prepare a site specific Health and Safety Plan (HASP).
 - Conduct on-site meetings as appropriate or required
 - Modify the HASP as site conditions may dictate
- Perform Clean-Fill and Top Soil Certification in accordance with the Clean-Fill Acceptance Program and Section 02110 of the project Specifications, as required
- Provide on-site monitoring in work areas, as requested
- Prepare a Disposal Work Plan and oversight, if requested
- Remove and dispose of underground storage tanks (USTs) in accordance with all applicable Local, State, and Federal rules and regulations, if encountered. EPI is a licensed UST removal contractor with the Illinois Office of the State Fire Marshal (OSFM).

EPI has been pre-qualified as an Environmental Consultant with the Public Building Commission of Chicago (PBC) prior to their determination to discontinue pre-qualification in this field. However, we are still approved as a Specialty Consultant for Environmental Phase I & II Services for PBC.

Job Order Contract-Contract # 1461-Public Building Commission
Request for Qualifications – Environmental Services

As you know, EPI is a full service Environmental Consulting, Remediation and Geotechnical Engineering firm that has met the needs of numerous municipalities, financial institutions, corporations and individuals alike, and has a wide range of experience which spans Phase I Environmental Site Assessments, Risk Assessment and Risk-Based Corrective Action, preparing and managing Brownfield Grants, Loans and clean-ups, supervision and coordination of Remediation/Construction and Redevelopment Projects, Hazardous Waste Removals and Industrial Building Decommissioning, Remedial Investigation and Feasibility Studies (RI/FS) and remediation of State Superfund Sites, Construction Management, Compliance Audits, Asbestos Surveys and Abatement, and design and operation of Alternative Cleanup Technologies. EPI has entered hundreds of sites into the Leaking Underground Storage Tank (LUST) and Site Remediation Program (SRP) and obtained No Further Remediation (NFR) letters. A Statement of Qualifications is included for your review and files.

EPI has completed hundreds of projects in the City of Chicago. We recently finished Site Investigation of a 60-Acre parcel of land at the southwest corner of Clark Street and Roosevelt Road and entered the site into the Site Remediation Program (SRP) for a prominent development firm in the City. The investigation included over 100 soil borings, for which the data and report have been approved by the IEPA.

Our experience includes Projects where EPI provided environmental investigation or other services and worked directly with one or more Contractors/subcontractors for various City of Chicago Departments including CDOT, CTA, the Park District and the PBC.

Chicago Branch Libraries (Phase II)

Avalon

West Chicago

Logan Square

Abla Fosco Community Center (SRP)

South District Water Main Construction Project (Contaminated Soil Monitoring, Removal and Oversight)

West 63rd Street and South Melvina

West 63rd Street and Narragansett

South Lafayette Street and 79th Street

89th Street and Mackinaw

111th Street and Wentworth Avenue

Meigs Field (construction)



Job Order Contract-Contract # 1461-Public Building Commission
Request for Qualifications - Environmental Services

7801 South Vincennes (CTA - Tank closures)

Ping Tom Park (PBC - Phase II)

Cuneo Press (Phase I, Phase II, and Phase III)

NWC Canal Street and Cermak (CDOT - UST Removals)

Anderson Community Academy (PBC - USTs)

1424 W. Pershing (PBC - Soil Removal and Oversight)

Canal & Cermak (PBC-Pacific Construction-Tank Removal & Oversight)

We look forward to working with you again; and we will provide any assistance we can to ensure the proper completion of the project. Please do not hesitate to contact us if you have any further questions or require any additional information.

Sincerely,

Environmental Protection Industries, Inc.



Thomas A. Trainor
Project Estimator/Coordinator



Robert L. Mankowski
Vice President





SERGIO MEILMAN, P.E.
DIRECTOR OF OPERATIONS

Experience

Mr. Meilman has over 25 years of experience in subsurface investigations and construction materials testing, and has been a Registered Professional Engineer with the State of Illinois since 1988. He has performed numerous environmental and geotechnical investigations for commercial, industrial, and residential properties including motels, shopping malls, warehouses, manufacturing facilities, automotive service stations, office complexes and high rise buildings.

In addition Mr. Meilman routinely performs Phase II investigations at landfill facilities, properties containing underground storage tanks and hazardous waste sites. Through his experience he has an outstanding knowledge of civil and environmental engineering, product design, geology, hydrogeology, and hydrology. He has developed on-site development solution that include:

- Started a Geotechnical Engineering and Construction Materials Testing division for an established environmental company.
- Developed and implemented company protocol for the performance of the on-site soil and concrete inspections, including the field training of the drill crews and site technicians.
- Prepared numerous sub-surface investigation reports pertaining to the design and construction of the foundation systems for various types of structures, including office buildings, warehouses, residences, high-rises, etc.
- Extensive knowledge and experience in the preparation and submittal of regulatory documentation, including conformance letters to the governing agencies, such as FEMA.
- Extensive experience in the evaluation of the foundation/slab settlement problems, including the determination of the cause and the recommendations pertaining to the reconstruction of the failed structural elements.
- *Soil Borings.* Supervised the performance of the sub-surface investigations by managing the drill crews, scheduling, client contact and field work. Responsible for the preparation of all of the soil boring reports presenting the recommendations pertaining to the design and construction phases of the structure, including the foundation system, slab and paved areas.
- *Construction Materials Testing.* Supervised the filed technicians in the daily tasks of the testing including the performance of soil (bearing capacity, proof-roll, compaction), concrete (slump, air, unit weight, temperature), steel (welding and bolts) and asphalt (rolling pattern, compaction) testing.
- *Laboratory Testing.* Supervised the daily operations of the construction materials testing laboratory, including the performance of soil (unconfined compression, moisture content, density, Atterberg Limits, Proctor, permeability), steel (tensile strength) and concrete (compressive strength) testing.
- *Field Testing.* Highly experienced in performing the tests associated with the day-to-day operations of the construction materials testing laboratory, including the drill rig (both as a driller and a technician), soil, asphalt, steel and concrete. Performed a variety of tasks associated with Geotechnical Engineering. Some of the more unusual ones included evaluation of fill placement under below freezing conditions and deflection of the existing concrete floor slab subjected to unstable loading.



SERGIO MEILMAN, P.E.
DIRECTOR OF OPERATIONS

Education

- Ph.D. in Civil Engineering, La Salle University, Mandeville, LA
(Geotechnical Engineering)
- Ph.D. Level Studies, Illinois Institute of Technology, Chicago, IL
(Construction Materials Testing and Geotechnical Engineering)
- Master of Science in Civil Engineering, Illinois Institute of Technology, Chicago, IL
(Geotechnical, Civil Engineering and Construction Materials Testing)
- Bachelor of Science in Civil Engineering, Drexel University, Philadelphia, PA
(Geotechnical and Structural Engineering)

Professional Certifications and Memberships

Professional Engineering Registrations

- Illinois No. 62-044025
- Indiana No. 60920351
- Wisconsin No. 27056
 - ACI Grade I Technician Certificate
 - ACI Examiners Certificate – Grades I and II
 - TROXLER Nuclear Seminar Certificate
 - NRMCA Redi-Mix Plant Inspection Certificate
 - State of Wisconsin DNR – Approved Environmental Survey
- American Concrete Institute (ACI) – member
- American Society of Civil Engineers (ASCE) – member
- Association of Licensed Architects (ALA) – associate member
- Fox Valley Contractors Association (FVCA) – associate member
- ASTM – D.18 committee and membership
- AIRE – associate member
- L.E.E.D AP Certified
- Security clearance for the entrance to operating Power Plants
- Extensive steel, concrete and masonry design background
- Additional Extensive Construction Materials Testing background through undergraduate Co-Op Studies
- Additional Structural Engineering background with Sargent and Lundy, Inc., Chicago, IL



ANTHONY NEGRI, P.E.
SENIOR PROJECT MANAGER

Experience

Mr. Negri has over 12 years of experience in environmental engineering. His experience includes construction management and oversight, Phase I and Phase II Environmental Site Assessments (ESAs), brownfield development, risk assessments, remedial pilot tests and feasibility studies, remediation systems design and implementation at Superfund and Leaking Underground Storage Tank sites. He is knowledgeable of Responsible Property Transfer Act, Property Conditions Assessments, Site Remediation Program, Voluntary Cleanup Program, LUST Program, RCRA and CERCLA regulatory programs. He has conducted ESAs and Remedial Action services for lending institutions, insurance companies, oil and chemical production companies, industrial, and waste management companies.

Mr. Negri possesses a thorough understanding of how to obtain and interpret site geologic, hydrogeologic and contaminant data, geochemistry and regulations applicable to each particular site. His technical expertise includes contaminant characterization and delineation, risk-based corrective action applications, remediation design pilot studies, remedial options evaluation, remediation system design and installation, remediation system, operation and maintenance, system performance evaluation, state reimbursement programs, and negotiating for regulatory closure.

His involvement in the design and construction of remediation systems for numerous sites includes groundwater pump and treat systems with air stripping and carbon filtration, soil vapor extraction, bioremediation, dual-phase extraction systems, and free product removal systems. Mr. Negri has extensive hands-on experience in conducting groundwater modeling and in-situ groundwater testing, including pump and slug tests.

Mr. Negri successfully implemented numerous environmental remediation projects in conjunction with site development and/or redevelopment projects. With his knowledge in construction management/oversight and involvement of the remediation, all the environmental compliances were achieved with no construction delay and no additional costs. The remediation costs and associated construction costs at the sites formerly containing underground storage tanks were successfully reimbursed from the LUST Fund. Mr. Negri worked diligently and helped the developers obtain reimbursement from the LUST Fund in a very short time and a "No Further Remediation" letters from the IEPA.

Mr. Negri thoroughly understands the underground storage tanks regulations in the states of Illinois, Indiana, Iowa and Minnesota. He has been successful in obtaining site closure and reimbursement from the state agencies for retail petroleum sites. Mr. Negri has also been successful in obtaining the closures of numerous properties for developers, lending institutions, property managements, commercial retailers, engineering firms, and industrial clients.



ANTHONY NEGRI, P.E.
SENIOR PROJECT MANAGER

Mr. Negri has managed and prepared numerous Spill Prevention Control & Countermeasure (SPCC) Plans and Storm Water Pollution Prevention (SWPP) Plans for industrial and commercial facilities.

Mr. Negri also has experience in geotechnical engineering, including soil testing, shallow and deep foundation design, drainage design and slope stability analysis. Mr. Negri has conducted numerous geotechnical investigations for residential and commercial developments.

In addition, Mr. Negri has managed numerous projects for the Chicago Public Schools (CPS), Public Building Commission of Chicago (PBCC), City of Chicago Department of Environment (DOE), City of Chicago Department of Aviation, and other municipal government agencies. He was also involved in the environmental and construction management and oversight of the Chicago Midway Airport Expansion Project. He was involved and prepared all the construction documents and specifications.

His expertise includes:

- *TACO Risk Assessments*
- *Phase I and II ESAs*
- *Soil and groundwater modeling*
- *Feasibility Studies and Environmental Assessments*
- *Remediation system design and implementation*
- *SPCC and SWPP Plans*
- *Construction Management and Oversight*
- *Geotechnical Engineering*

Certifications

- *Professional Engineer: IL, 2000*
- *OSHA 40-Hour HAZWOPER (Hazardous Waste Operations & Emergency Response)*
- *OSHA, Hazardous Waste Site Supervisor*
- *OSHA, 8-Hour Annual HAZWOPER Refresher (Current)*
- *L.E.E.D AP Certified*

Education

- *Bachelor of Science in Civil Engineering, University of Illinois, Urbana-Champaign, Illinois, 1993*

Contractor's Management Plan

E.3.a.1 Experience and Reference Information Job Listing

PROJECT NAME	Type	Contract Amount	Date Completed	Owner Reference	AVE Ref Phone	Why Revelant
City of Chicago Spec Number 34575 RFQ 1593						
Demolition Services Greater than \$10,000.00						
07-02-003 651 N Cicero	Bid/Contract	\$56,000	9/5/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-02-015 1437 W Cullerton	Bid/Contract	\$22,000	10/24/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-02-022 1448 W 64th Street	Bid/Contract	\$14,000	11/16/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-027-025 4822 W Race	Bid/Contract	\$12,000	11/17/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-03-009 1150 E 63rd Street	Bid/Contract	\$19,000	10/3/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-03-088 112-123 E 103th Street	Bid/Contract	\$22,000	8/31/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-04-020 6405 S Hermitage	Bid/Contract	\$12,000	11/19/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-04-024 11723 S LaSalle	Bid/Contract	\$12,000	11/28/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-04-024 5125 S Carpenter	Bid/Contract	\$14,000	9/14/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-04-024 6919 S Union	Bid/Contract	\$15,000	10/5/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-05-011 11339 S Throop	Bid/Contract	\$14,000	10/1/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-05-011 4412 S Wells	Bid/Contract	\$16,000	9/26/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-05-027 2 E 113th St	Bid/Contract	\$22,000	12/19/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-07-025 7813 S Avalon	Bid/Contract	\$19,000	11/26/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-08-016 11751 S Stewart	Bid/Contract	\$14,000	10/15/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-08-016 1240-1244 W 59th Street	Bid/Contract	\$34,000	11/12/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-08016 1537 E 76th Street	Bid/Contract	\$11,000	10/11/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-08-016 2743 W Lexington	Bid/Contract	\$8,700	10/22/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-08-016 4727 S Evans	Bid/Contract	\$14,800	10/17/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-08-016 513 W 65th Street	Bid/Contract	\$11,000	10/15/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 11731 S Calumet	Bid/Contract	\$66,000	11/28/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 126 E 119th Street	Bid/Contract	\$22,000	11/29/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 5149 S Central	Bid/Contract	\$14,000	12/5/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 5932 S Paulina	Bid/Contract	\$11,000	11/21/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 608 W 103rd Street	Bid/Contract	\$16,000	11/26/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 6406 S Rhodes	Bid/Contract	\$15,000	Cancelled	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 6600 S Wolcott Ave	Bid/Contract	\$13,750	Cancelled	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 6808 S Emerald	Bid/Contract	\$14,800	Cancelled	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 7530 S Halsted	Bid/Contract	\$48,000	12/9/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management
07-27-025 9242 S Blackstone	Bid/Contract	\$14,000	11/27/2007	City of Chicago D Mitchell 312-743-7200	N/A	Demo, Site Work and M/WBE Management

Contractor's Management Plan

E.3.a.1 Experience and Reference Information Job Listing

2007 Emergencies													
5819 S Perry	Bid/Contract	\$12,500	12/12/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
8430 S Buffalo	Bid/Contract	\$29,000	11/17/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
2480 N. Milwaukee	Bid/Contract	\$5,000	6/21/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
6038 S Justine	Bid/Contract	\$85,000	11/24/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
2836 W Flourney	Bid/Contract	\$6,750	9/15/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
4047 W 16th Street	Bid/Contract	\$8,500	8/31/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
4158 N. Pioneer	Bid/Contract	\$13,500	6/28/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
9216 S Harper	Bid/Contract	\$19,000	6/15/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
6341 S Parnell	Bid/Contract	\$11,800	6/14/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
5933 W Iowa	Bid/Contract	\$8,750	7/10/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
5405 S Shields	Bid/Contract	\$16,000	6/27/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
5256 W Race	Bid/Contract	\$15,000	4/20/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
820 N Homan	Bid/Contract	\$10,800	5/15/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
5619 S Wentworth	Bid/Contract	\$14,000	4/9/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
5820 S Lafayette	Bid/Contract	\$9,750	8/27/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
415 E 60th Street	Bid/Contract	\$17,000	4/20/2007	City of Chicago	D Mitchell	312-743-7200	N/A						Demo and Site Work
2006 City of Chicago	Bid/Contract												
11419 S Watkins Court Order	Bid/Contract	\$5,300	2006	City of Chicago	K Berger	312-743-7200	N/A						Demo and Site Work
4717 S Maplewood Court Order	Bid/Contract	\$6,300	2006	City of Chicago	K Berger	312-743-7200	N/A						Demo and Site Work
5535 S Lafayette Court Order	Bid/Contract	\$5,300	2006	City of Chicago	K Berger	312-743-7200	N/A						Demo and Site Work
742 N. Leamington Ave Emergency	Bid/Contract	\$12,000	2006	City of Chicago	K Berger	312-743-7200	N/A						Demo and Site Work
4955 W Hubbard Emergency	Bid/Contract	\$5,900	2006	City of Chicago	K Berger	312-743-7200	N/A						Demo and Site Work
City of Chicago 2005	Bid/Contract												
Bids and Emergency Demolitions		20		2005	City of Chicago	K Berger	312-743-7200	N/A					Demo and Site Work
City of Chicago 2004	Bid/Contract												
Bids and Emergency Demolitions		95		2004	City of Chicago	K Berger	312-743-7200	N/A					Demo and Site Work
City of Chicago 2003	Bid/Contract												
Bids and Emergency Demolitions		128		2003	City of Chicago	K Berger	312-743-7200	N/A					Demo and Site Work

Contractor's Management Plan

E.3.a.2 Experience and Reference Information Job Listing

PROJECT NAME	Type	Contract Amount	Date Completed	Owner Reference	A/E Ref Phone Number	Why Relevant
Lanston Hughes School Demo & Site Prep Work	Sub-Cont	\$340,000		PBC 07-004.C		
104th and Wentworth				Old Vet Construction 773-821-9900		Demolition and Site Work
Lanston Hughes School Demo & Site Prep Work	Sub-Cont	\$660,000		PBC 07-004.D		
104th and Wentworth				Old Vet Construction 773-821-9900		Demolition and Site Work
Beverly Library (Pepes)	Sub-Cont	\$216,750		PBC 07-005.A		
95th and Damen				Old Vet Construction 773-821-9900		Demolition and Site Work
Fleet Management W Vehicle Facility	Sub-Cont	\$365,000		PBC 07-003.C		
52nd and Western Blvd				Old Vet Construction 773-821-9900		Demolition and Site Work
Fleet Management Additional Area 13 Removal	Sub-Cont	\$470,000		PBC 07-003.c.CO-1		
52nd and Western Blvd				Old Vet Construction 773-821-9900		Demolition and Site Work
Fleet Management East Parking Lot Upgrades		\$24,000		PBC 07-003.B		
52nd and Western Blvd				Old Vet Construction 773-821-9900		Demolition and Site Work
1544 N Sedgewick	Sub-Cont	\$70,000	3/5/2007	Chicago Transit Authority J05-050		
1544 n Sedgewick				FH Pachen R Rydosz 773-444-3474		Demolition and Site Work
Addison Building Modifications	Sub-Cont	\$47,000	6/27/2007	Chicago Transit Authority J# J05-083		JOC #C05F1100233509
				FH Pachen R Rydosz 773-444-3474		Demolition and Site Work
Webster Generator/Switch	Sub-Cont	\$22,000	6/3/2007	CTA J05-056		
				FH Pachen R Rydosz 773-444-3474		Demolition and Site Work
3409 S Southport	Sub-Cont	\$32,000	6/6/2007	CTA J05-092		
3409 S Southport				FH Pachen R Rydosz 773-444-3474		Demolition and Site Work
6322 S Halsted	Sub-Cont			CTA J05-027		
6322 S Halsted Street				FH Pachen R Rydosz 773-444-3474		Demolition and Site Work
Wilson Ave Station (Red Line) Renovations	Sub-Cont	\$7,500	9/1/2007	CTA J05-121		JOC #C05F1100233509
				FH Pachen R Rydosz 773-444-3474		Demolition and Site Work
City Wide Fencing - March 2006	Sub-Cont	\$3,000	3/7/2006	City of Chicago JV5-044.A		
Various Location				Old Vet Construction 773-821-9900		Demolition and Site Work
JIC Sprinklers	Sub-Cont	\$10,000	2/6/2006	DGS #36057C		
				Pacific Construction Services		Demolition and Site Work
City Wide Fencing August 2006	Sub-Cont	\$3,500	4/10/2006	City of Chicago J55-018.A		
Various Location				Old Vet Construction 773-821-9900		Demolition and Site Work

Contractor's Management Plan

E.3.a.2 Experience and Reference Information Job Listing

PROJECT NAME	Type	Contract Amount	Date Completed	Owner Reference	A/E Ref Phone Number	Why Relevant
E.C. #52nd Floor Rehab	Sub-Cont	\$2,500	6/15/2006	City of Chicago JV5-079.A		Demolition and Site Work
Area 3 Concrete Deck Replacement	Sub-Cont	\$30,000	6/29/2006	Old Vet Construction 773-821-9900 Chicago Police Dept. JV5-067.A		Demolition and Site Work
1869 W Pershing Lobby	Sub-Cont	\$20,000	6/29/2006	Old Vet Construction 773-821-9900 GBS JV5-065.A		Demolition and Site Work
Rodgers Park School Campus	Sub-Cont	\$240,000	10/6/2006	Old Vet Construction 773-821-9900 PBC JV5-090.A		Demolition and Site Work
Mt. Vernon School Campus Park	Sub-Cont	\$115,000	9/29/2006	Old Vet Construction 773-821-9900 PBC JV5-092.A		Demolition and Site Work
2102 W. Ogden Parking Lot Extras	Sub-Cont	\$56,000	3/20/2006	Old Vet Construction 773-821-9900 PBC JV5-033.B		Demolition and Site Work
1869 W Pershing HVAC Demo	Sub-Cont	\$180,000	3/30/2006	Old Vet Construction 773-821-9900 PBC JV0-263.A		Demolition and Site Work
O'Hare Expansion	Sub-Cont	\$24,000	Feb-06	DGS J6059A Pacific Construction Services		Demolition and Site Work
Sherwood Park Expansion	Sub-Cont	\$54,556	Jun-06	Chicago Park District #0388-03-G Pacific Construction Services		Demolition and Site Work
CPD 3rd District Improvements	Sub-Cont	\$24,000	Mar-05	DGS J60514 Pacific Construction Services		Demolition and Site Work
CPD 14th District Improvements	Sub-Cont	\$28,000	Feb-05	DGS J6050A Pacific Construction Services		Demolition and Site Work
EC #125 Parking Lot Improvements	Sub-Cont	\$24,000	Feb-05	DGS #J6094.A Pacific Construction Services		Demolition and Site Work
January Fencing	Sub-Cont	\$7,500	Mar-05	DGS J1361A Pacific Construction Services		Demolition and Site Work
Various Locations	Sub-Cont	\$40,000	Apr-05	DGS J6094A Pacific Construction Services		Demolition and Site Work
Cultural Center Roof Replacement	Sub-Cont	\$28,000	Apr-05	DGS J6098A Pacific Construction Services		Demolition and Site Work
Washington and Michigan Aves. After School Matters	Sub-Cont	\$28,000	Apr-05	DGS J6098A Pacific Construction Services		Demolition and Site Work

Contractor's Management Plan

E.3.a.2 Experience and Reference Information Job Listing

PROJECT NAME	Type	Contract Amount	Date Completed	Owner Reference	A/E Ref Phone Number	Why Relevant
Board of Elections Buildout	Sub-Cont	\$2,500	Apr-05	DGS J6074B		
DSS Salt Dome Landscaping & Fencing	Sub-Cont	\$50,000	May-05	DGS J6098A		Demolition and Site Work
Lower Wacker Auto Pond Plumbing & Fencing	Sub-Cont	\$61,000	Jun-05	DGS J6080D		Demolition and Site Work
Brownline Demolition	Sub-Cont	\$42,000	Jan-05	CTA J03061		Demolition and Site Work
Demolition of Brown Line Phase One	Sub-Cont	\$200,000	Oct-05	CTA J03-046		Demolition and Site Work
Demolition of Brown Line Phase Two	Sub-Cont	\$365,000	Oct-05	CTA J03-047		Demolition and Site Work
EC #72 NFF1	Sub-Cont	\$38,000	Mar-04	DGS J6015A		Demolition and Site Work
Englewood Health Center Phase	Sub-Cont	\$32,000	Jul-04	DGS J6016A		Demolition and Site Work
Woodson Library	Sub-Cont	\$25,000	Aug-04	DGS J6014A		Demolition and Site Work
Englewood Health Center Parking Lot	Sub-Cont	\$71,000	Sep-04	DGS J6026A		Demolition and Site Work
Chicago Police Dept. Dog Kennels	Sub-Cont	\$24,000	Sep-04	DGS J6039A		Demolition and Site Work
Board of Elections Buildout	Sub-Cont	\$100,000	Oct-04	DGS J6074A		Demolition and Site Work
Area 2 Concrete Repairs	Sub-Cont	\$26,000	Oct-04	DGS J6025A		Demolition and Site Work
4th District Police Station	Sub-Cont	\$24,200	Oct-04	DGS J6027A		Demolition and Site Work
EC#75 Parking and Fencing	Sub-Cont	\$34,000	Oct-04	DGS 6012A		Demolition and Site Work
				Pacific Construction Services		Demolition and Site Work

January 12, 2007

McDonagh Demolition, Inc.
7306 North Ottawa
Chicago, Illinois 60631

Attn: Geraldine McDonagh

Re: Notification of Award of Contract
Specification No.: 34575
Contract No.: 14013
Contract Description: RFQ for Demolition Services Greater than \$10,000.00

Dear Ms. McDonagh,

The City of Chicago has awarded your firm the above referenced two (2) year contract as a Pre-Qualified Contractor for 'Demolition Services,' Class "A" effective February 1, 2007 through January 31, 2009. Your firm is authorized to submit competitive bids for each Request for Service (RFS) under Specification Number 34575.

Attached is a copy of the Blanket Purchase Order agreement print. Please refer to the Specification and Contract numbers listed above when inquiring about the contract.

Please be reminded that the primary method of contact to receive Request for Service solicitations of all competitively bid projects issued under this specification will be via email. Your firm has provided the following primary and secondary email addresses for this purpose:

cpmcdonagh@ameritech.net

-secondary not available-

Should this contact information change in the future, contact the Contract Negotiator listed below.

Additionally, please note that contracts are available for viewing and downloading on the City of Chicago's website: www.cityofchicago.org/purchasing/

If you have any questions concerning this matter, please contact Sonji Ward, Contract Negotiator at 312-744-5098 email PU00532@cityofchicago.org or in her absence Byron Whittaker, Assistant Procurement Officer, at 312-744-4926 email BWhittaker@cityofchicago.org.

Sincerely,



Barbara A. Lumpkin
Chief Procurement Officer

BAL/bw/sw

cc: File (Specification Number 34575)
T. Stewart/DOB
B. Whittaker/DPS
S. Ward/DPS



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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





City of Chicago
Richard M. Daley, Mayor

Department of General Services

Michi E. Peña
Commissioner

Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602-2586
(312) 742-3124
(312) 744-9883 (FAX)
<http://www.cityofchicago.org>

March 18, 2005

RE: Letter of Referral
McDonagh Demolition

To whom it may concern:

As a Construction Project Manager for the Department of General Services, I have had the opportunity to work with McDonagh Demolition on a number of construction projects under my direct supervision. The projects ranged in size from demolition for sidewalk replacement to complete demo, hauling & sewer line replacement for a 50,000 sq. ft. new parking area.

In each and every instance, regardless of the size of the project, McDonagh Demolition performed quality work in a highly professional manner. The work was timely and did not deviate from the construction scope. In the occasional instance where any site corrections were required, McDonagh Demolition responded promptly to resolve the matter.

I would ask that you contact me directly at 312/744-1107, or mbatchman@cityofchicago.org, should you need to follow-up or have any additional questions.

Sincerely,

E. Michael Batchman
Project Manager
Department of General Services





City of Chicago
Richard M. Daley, Mayor

Department of General Services

Michi E. Peña
Commissioner

Suite 3700
30 North LaSalle Street
Chicago, Illinois 60602-2586
(312) 742-3124
(312) 744-9883 (FAX)
<http://www.cityofchicago.org>

May 12, 2006

**RE: Letter of Referral
McDonagh Demolition**

To whom it may concern:

As a Construction Project manager for the Department of General Services, I have worked with McDonagh Demolition on a number of construction projects under my direct supervision. The projects ranged in size from demolition for site work to complete building demo, HVAC demo, sewer line replacement, and parking lot demo.

In every instance, McDonagh Demolition performed quality work in a highly professional manner. The work was timely and did not deviate from the construction scope. McDonagh Demolition responded promptly to resolve any issues that may have been problematic or impacted the construction schedule.

I would ask that you contact me directly at (312) 742-1336, should you need to follow-up or have any questions regarding this letter.

Sincerely,

Ivan Hansen
Project Manager
Bureau of Architecture, Engineering
and Construction Management





City of Chicago
Richard M. Daley, Mayor

Department of Buildings

John E. Knight
Commissioner

City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-3400
(312) 744-0682 (FAX)
(312) 744-2951 (TTY)

Technical & Conservation
Inspection Sites
2240 West Ogden Avenue
Chicago, Illinois 60612
(312) 742-7089
(312) 746-8272 (FAX)

<http://www.cityofchicago.org>

May 10, 2006

To Whom it may concern:

Regarding McDonagh Demolition Contractors. In my many years of experience with the CITY OF CHICAGO Department of Bldgs. I have dealt with Geraldine, Coleman and his father.

Previously as the Director of Demolition for the CITY OF CHICAGO We worked together on many large scale Demolitions and Emergency Demolitions in which the conditions were less than perfect. Bad weather, the middle of the night or an explosion in which a property needed to be razed and was sitting right in the middle of two occupied structures.

The quality and professionalism of the entire company has always been first and foremost with all of them. I have absolutely no problems with giving my recommendation as a top quality company.

Should you have any questions or concerns, please do not hesitate to contact me
@ 312-746-8051

Sincerely,

Kurt R. Berger
Director, CITY OF CHICAGO
Construction and Occupancy





Pacific Construction Services

33 west Monroe Street, suite 2100

Chicago, Illinois 60603

312/201/7300 Phone

312/201/7373 Fax

Date 3/11/06

RE: McDonagh Demolition Letter of Reference

Dear Sir or Madam

This letter is to serve as a letter of reference for the above contractor, McDonagh Demolition has provided Demolition, Excavation, Sewer and Water work along with many other services ranging in price from \$1500 to \$650,000 I have found that they are one of the most reliable and consciences contractors that have worked for me. I have been utilizing there services for about 6 years, they have no problem arriving early and staying late to expedite work, they are very cooperative when I have incurred additional change order work and there prices are very fair. Some of the projects are as follows,

(1) Meigs field restoration: they handled the demolition and excavation portion,

(2) Chicago Cultural Center : they removed material from the garden area which was located in the center of the building this work was preformed at night and was extremely difficult do to the many events that the Cultural Center had going on.

The above jobs are some of the latest projects they have done for me. Most of my work is with the City of Chicago and to date I have not received (1) complaint about McDounagh Demolition I have no problem recommending them to you for any type of work.

Please contact me if you have any Questions regarding this matter

Please call me at 312-201-7347 if you have any questions

Thank you,



JOHN TISDALL PM

May 09th, 2006

RE: Letter of Referral
McDonagh Demolition

To Whom It May Concern:

I have 18 years of construction experience when I was a construction superintendent for Pacific Construction Services, I worked on a number of projects with McDonagh Demolition for the Department of General Services in Chicago.

Their work consisted of sewer and water site work, small interior demolition and large demolition projects. Consisting of roofing, garden roofs, plaster walls, brick walls, ceiling, steel and confined space materials. They were faced with over head power lines and underground hazards on many of the projects along with working around the public.

McDonagh Demolition has shown a strong work ethic and has completed each project in an efficient manner. They have the ability to complete a wide range of difficult and demanding projects. They have always been flexible with the project schedule to help the work continue and work long days so the project can stay on course.

Please feel free to contact me 773-617-0581.

Sincerely,

Pete Oldendorf
Construction Superintendent



Sanchez Construction Services

"A Minority Business Enterprise"

March 4, 2005

RE: McDonagh Demolition
Letter of Reference

To Whom It May Concern:

Our company has contracted McDonagh Demolition to provide site services including but no limited to demolition, excavation and sewer work. Our experience with McDonagh over the years has proved to be nothing short of excellent. McDonagh Demolition has provided us with competent, qualified and fair prices.

When awarded a project McDonagh Demolition has been outstanding in all aspects of the job. From their safety conscience and efficient work procedures to their precise scheduling we have been extremely impressed with the outcome of each completed job SCS has awarded to McDonagh Demolition.

In closing, for those considering McDonagh Demolition for an upcoming project, we highly recommend their services.

Please call with any questions.

Sincerely,

Joseph T. Haughey
Owner/General Manager
Sanchez Construction Services, Inc.

4335 S. Western Blvd. • Chicago, IL 60609 • Phone: 773.254.1077 • Fax: 773.254.1078

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 :

MCDOUNAGH DEMOLITION, INC
605 N KEDZIE AVENUE
CHICAGO IL 60612

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC009760

CERTIFICATE NUMBER: GC009760-1

FEE: \$ 2000

DATE ISSUED: 01/09/2008

DATE EXPIRES: 01/09/2009

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.

A handwritten signature in cursive script, appearing to read "Richard M. Daley".

Richard M. Daley
Mayor

A circular official seal or stamp, partially obscured by a signature. It appears to contain a central emblem and text around the perimeter.

R. L. Rodriguez
Commissioner

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

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

NAME: MCDONAGH DEMOLITION INC.

DBA: MCDONAGH DEMOLITION INC

AT: 605 N. KEDZIE AVE.
CHICAGO, IL 60612

LICENSE NO.: 1547973 CODE: 1010

FEE: \$****104.17

LICENSE: Limited Business License

PRESIDENT: GERALDINE MCDONAGH

SECRETARY: NORA MCDONAGH

PRINTED ON : 10/26/2007

\$****104.17

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF NOVEMBER, 2007

EXPIRATION DATE: September 15, 2008

ATTEST

Richard M. Daley

MAYOR

Miguel del Valle

CITY CLERK

DREV NO. 60384 SITE: 3

TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

THE FACE OF THIS DOCUMENT HAS A MULTI-COLORED DOCUMENT ON WHITE PAPER





**CITY OF CHICAGO - DEPARTMENT OF SEWERS
SEWER AND DRAIN LICENSE**



SEWER LICENSE # 5

**COLEMAN MCDONAGH
MCDONAGH DEMOLITION, INC. (SL-0005)
7306 NORTH OTTAWA AVENUE
CHICAGO, IL 60631**

**Issued Date: Feb 09, 2007
Expiration Date: Dec 31, 2007**

FEES: \$125.00

Type of Work: Construction

"This license shall be considered revocable at any time by order of the Commissioner declare this license null and void; but shall continue for no longer than the expiration date indicated."

Conditions of License

The person, persons or company indicated at the top of this document is hereby granted a license to install or repair sewers or drains, or make connection with sewers or drains on and from private property to connect with the Public Sewers of the City of Chicago. Said work is to be executed in the strict conformity with the Rules and Regulations which have been, or may hereafter be established by the Department of Sewers. This work is to be done under the direction of the Engineers and/or Inspectors appointed by said department to examine and inspect the construction or repair of said sewers or drains. For each connection with the Public Sewers a permit from the office of said department must be obtained and be in the possession of the party licensed, before work on any sewer or drain shall be commenced. For such connection, repair or for any extension of a sewer or drain previously laid, notice of such work must be given at the office said department at least forty-eight (48) hours prior to work being done.

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

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

NAME COLEMAN MCDONAGH

DBA COLEMAN MCDONAGH

AT 1438 WEDGEWOOD AVE.
DESPLAINES, IL 60018

LICENSE NO 1335635 CODE 1010

FEE \$****260.42

LICENSE Limited Business License

OTHER: COLEMAN MCDONAGH

PRINTED ON : 01/25/2007

\$****260.42

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF FEBRUARY, 2007

EXPIRATION DATE

March 15, 2009

ATTEST

Richard M Daley
MAYOR

[Signature]
Deputy
CITY CLERK

DREV NO 59708 00 3

TRANS NO

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.





City of Chicago
Richard M. Daley, Mayor

Department of Transportation

Miguel d'Escoto
Commissioner

30 North LaSalle Street
Room 1100
Chicago, Illinois 60602-2570
(312) 744-3600
(312) 744-1200 (FAX)
(312) 744-7215 (TTY)

<http://www.ci.chi.il.us>

PUBLIC WAY WORK CONTRACTOR LICENSE

Effective:

January 1, 2008 to May 22, 2008

MCDONAGH DEMOLITION INC
7306 NORTH OTTAWA
CHICAGO, IL 60631

ID#: 36-4208968

Date: January 4, 2008

The above referenced has met the requirements, as stated in Chapter 10-20 of Municipal Code of the City of Chicago to be a Public Way Work Contractor by CDOT/BOI and has paid the required fees.

Letter of Credit \$5,000

This insurance must be maintained unchanged from the terms initially approved by CDOT and must be maintained uninterrupted for the duration of the license period.

If a company holding a Public Way Work License allows this insurance to be canceled or to expire or otherwise lapse for more than 30 DAYS during a calendar year, the license will be rendered void and the person or company must reapply for a new license and pay a new license fee in order to be considered for a valid license.

This Letter of Credit must be maintained unchanged from the terms initially approved by CDOT and must be maintained uninterrupted for three years from December 31st of the year it was issued.

If a company holding a public way work license allows the Letter of Credit to be canceled or to expire or otherwise lapse for more than 30 DAYS during a calendar year the license will be rendered void and the company must reapply for a new license and pay a new license fee in order to be considered for a valid license.

292-84-3034-2560 \$125.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PW
MCDON-1

DATE (MM/DD/YYYY)
01/02/08

PRODUCER
Jos. Cacciatore Insurance
527 South Wells Street
Chicago IL 60607
Phone: 312-987-1900 Fax: 312-987-4601

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.
605 North Kedzie Ave
Chicago IL 60612

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: James River Insurance Co.	
INSURER B: Princeton Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

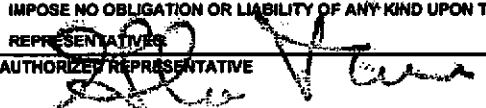
COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	00024411	05/22/07	05/22/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		AUTOMOBILE LIABILITY <input 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	00024411	05/22/07	05/22/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	94A3FO0000047-00	05/22/07	05/22/08	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	ORIGINAL				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Demolition contractor mostly residential 4 story or less, sewer or drainlayer contractor and some excavation. The City of Chicago is added as an additional insured

CERTIFICATE HOLDER
 HOLDERS
 City of Chicago
 121 North LaSalle
 Chicago IL 60602

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


ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2007

PRODUCER (847)679-7350 FAX (847)679-7361
Cummings Jr. Company
Main St.
Skokie, IL 60076

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
605 N Kedzie
Chicago, IL 60612

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Cincinnati Insurance Company	
INSURER B Liberty Mutual	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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

INSURED (TR 2500)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMBOP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP5324426	06/28/2007	06/28/2008	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: E/ ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	DEDUCTIBLE				\$
	RETENTION				\$
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC7345510015017	07/08/2007	07/08/2008	<input checked="" type="checkbox"/> WC STATU. JOBX LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMP. DYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Chicago is listed as an additional insured with respect to auto liability on a primary non-contributory basis per terms & conditions of policy. In the event of nonpayment of premium only 10 days notice of cancellation shall be given.

CERTIFICATE HOLDER

City of Chicago
121 N. LaSalle St.
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Scott Cummings/JV

Scott Cummings

McDonagh Demolition, Inc

Safety and Health Program

McDonagh Demolition, Inc
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**Safety and Health Program Manual
Review & Updates**

DATE:

DESCRIPTION: Manual review

SIGNATURE:

DATE:

DESCRIPTION:

SIGNATURE:

DATE:

DESCRIPTION:

SIGNATURE:

DATE:

DESCRIPTION:

SIGNATURE:

DATE:

DESCRIPTION:

SIGNATURE:

DATE:

DESCRIPTION:

McDonagh Demolition, Inc

Safety and Health Policy Statement

We are dedicated to providing a safe and healthful environment for employees and customers, protecting the public, and preserving McDonagh Demolition, Inc assets and property.

At McDonagh Demolition, Inc our most valuable resource are the people who work for us. Injuries can be prevented. To achieve this objective, McDonagh Demolition, Inc will make all reasonable efforts to comply with all government regulations pertaining to safety and health issues. An effective Safety and Health Program will be carried out throughout our organization.

The Safety and Health Program will assist management and non-supervisory employees in controlling hazards and risks which will minimize employee and customer injuries, damage to customer's property and damage or destruction of McDonagh Demolition, Inc property.

All employees will follow this program. This program is designed to encourage all employees to promote the safety of their fellow employees and customers. To accomplish our safety and health goals, all members of management are responsible and accountable for implementing this policy, and to insure it is followed.

McDonagh Demolition, Inc is sincerely interested in the employee's safety. The policy of McDonagh Demolition, Inc is to provide safe equipment, adequate tools and training, and the necessary protective equipment. It is the employee's responsibility to follow the rules of safety as established for their protection and the protection of others, and to use the protective devices, which McDonagh Demolition, Inc provides.

Safety Education and Training Program

McDonagh Demolition, Inc is committed to instructing all employees in safe and healthy work practices. McDonagh Demolition, Inc will provide training to each employee with regard to general, acceptable, safety procedures and to any hazards or safety procedures that are specific to that employee's work situation.

Purpose of a Hazard Communication Program:

To provide employees with the knowledge and training necessary to understand and protect themselves and others from the chemicals they use. Also, to comply with the OSHA Hazard Communication Standard (1910.1200).

Training Will Occur When:

- Upon Hiring
- McDonagh Demolition, Inc believes additional training is warranted
- An employee is given a new job assignment
- New substances, equipment, or new procedures are introduced which represent a new hazard
- McDonagh Demolition, Inc is made aware of a new hazard

Training Areas:

Employee training will consist of new employee orientation, periodic group meetings, and one-on-one training. The Safety and Health training provided to employees will include:

- Employee Safety Handbook
- First Aid
- McDonagh Demolition, Inc Safety and Health Policy
- McDonagh Demolition, Inc Safety and Health Program
- Incident Reporting
- Hazard Communication
- Hazardous Material Spill Response
- Personal Protective Equipment requirements
- Emergency Procedures
- Housekeeping
- Job Specific Hazards

Training Documentation:

Employee Training will be documented using the forms on the next two pages.

Employee Safety Training Checklist

Employee Name: _____ Hire Date: _____

Position: _____ Trainer: _____

I acknowledge that I have been trained in the SAFETY AND HEALTH areas checked below, and agree to follow all McDonagh Demolition, Inc Safety and Health Rules, Policies and Procedures.

____ Safety and Health Program

- My right to ask questions, or report any safety hazards, either directly or anonymously without any fear of reprisal.
- The location of McDonagh Demolition, Inc safety bulletins and required safety postings (i.e., summary of occupational injuries and illnesses, and Safety and Health Protection Poster).
- Disciplinary procedures that may be used to ensure compliance with safe work practices.
- Reporting safety concerns.
- Accessing the department safety committee.

____ Incident Reporting and Reporting Occupational Injuries and Illnesses.

____ Hazard Communication

- The potential occupational hazards in the work area associated with my job assignment.
- The safe work practices and personal protective equipment required for my job title.
- The location and availability of MSDS's.
- The hazards of any chemicals to which I may be exposed, and my right to the information contained on Material Safety Data Sheets (MSDS's) for those Chemicals.

____ Hazardous Material Spill Response

____ Bloodborne Pathogen Response

____ Personal Protective Equipment

____ Employee Safety Manual

____ Machinery Tag Out Program

____ Emergency Procedures

____ Other: _____

I understand the above items and agree to comply with safe work practices in my work area.

Employee Signature

Date

I have trained the above employee in the categories indicated on this form.

Trainers Signature

Date

Safety Meeting Record

Job: _____

Department or Crew: _____ Date: _____

OUTLINE

Safety Title: _____

Key Points:

1. _____
2. _____
3. _____
4. _____
5. _____

Applications to Project:

Safety Reminders:

Employee Safety Recommendations:

Meeting Attended By:

Safety and Health Communication

Communicating With Employees on Safety and Health Issues

Communicating with employees regarding health and safety issues must be a two way street. It must consist of both employer-to-employee **and** employee-to-employer communications. Employees will be trained through the formal Safety and Health Program, new employee orientation, and training specific to new or current job assignments and/or hazards.

Reporting of Safety and Health Hazards:

McDonagh Demolition, Inc has a system for the employee to report a hazard or unsafe condition. The form on the next page will be used for reporting and documenting such hazards. The employee should also notify his/her immediate supervisor verbally of such hazard or condition. The "Safety Suggestion Form" will be sent to the employee's supervisor or designated Safety Manager. A prompt and thorough investigation will be conducted of the situation.

Postings:

As a routine part of the Safety and Health Program, postings required by state and federal law (for example, Safety and Health protection on the Job, state OSHA citations and responses, etc.) will be prominently displayed in employee areas.

Training:

McDonagh Demolition, Inc has training requirements designed to instruct each employee on general safety procedures as well as safety procedures specific to the employee's job. These training requirements are described in greater detail in the chapter entitled SAFETY AND HEALTH TRAINING.

Employee Safety Handbook:

All employees will be provided with an Employee Safety Handbook before they are to begin work and at the time of orientation. (Management will photocopy pages 17 through 28 of this manual, staple the pages together, and give it to every new hire). They are to read the handbook and acknowledge its receipt by filling out the second page of the handbook. This page will be removed from the handbook and placed in their personnel record.

Safety Committee

The Safety Committee will be composed of rank and file employees. Coleman McDonagh will appoint the Safety Committee Chairperson. The Safety Committee will function as an advisory body to develop and recommend to McDonagh Demolition, Inc Management matters of policy and procedure affecting administration of McDonagh Demolition, Inc Safety and Health Program.

The Committee will meet at a mutually convenient time, at the request of a member of the Committee, but not less than once every two months. The Committee is responsible for:

- Reviewing statistical data, records, and reports of safety matters to determine the effectiveness of overall accident and loss prevention efforts and to develop recommendations for improvement.
- Reviewing and analyzing accident and property loss investigation reports for:
 - Accuracy and completeness (recommending follow-up investigation if necessary).
 - Provide recommendations for corrective action and provide consistency throughout McDonagh Demolition, Inc operations.
 - Identification of accident problem or trend and determination of what order they should be given attention.
- Reviewing safety and property inspection reports, job safety analyses, supervisor's safety observation reports, and employees' suggestions for:
 - Possible changes in work practices or procedures.
 - Need for safety procedures.
 - Need for protective device or equipment.
 - Need for training.
- Developing practical safety and property inspection procedures, and assisting in making inspections when requested by Coleman McDonagh.
- Keeping Managers informed of the progress of the Safety Program and informed as to the safety records of employees or other segments of McDonagh Demolition, Inc
- Assisting in developing the records and statistical data necessary to provide an accurate picture of McDonagh Demolition, Inc safety problems.
- Identify unsafe work practices and conditions and suggest appropriate remedies. Ensure that employees and others (visitors, contractors, etc.) are informed about safety policies, training programs, injury risks and causation, and other health and safety-related matters.
- Maintain an open channel of communication between employees and management concerning occupational and environmental health and safety matters.
- Provide a means by which employees can utilize their knowledge of workplace operations to advise management in the improvement of policies, condition, and practices.

SAFETY SUGGESTION FORM

NAME: _____ DATE: _____
(OPTIONAL)

DESCRIPTION OF UNSAFE CONDITION OR PRACTICE:

CAUSE OR CONTRIBUTING FACTORS:

SUGGESTION FOR IMPROVING SAFETY:

Draw a picture to describe situation:

Hazard Identification and Communication

The purpose of this notice is to inform you that McDonagh Demolition, Inc is complying with the OSHA HAZARD COMMUNICATION STANDARD, TITLE 29 CODE OF FEDERAL REGULATIONS 1910.1200, by using MSDS's, by compiling a Hazards Chemicals List, by insuring that containers are labeled, and by providing each employee with training.

This program applies to all work operations in McDonagh Demolition, Inc where the employee may be exposed to hazardous substances under normal working conditions or during emergency situations.

Coleman McDonagh is the program coordinator, acting as the representative of McDonagh Demolition, Inc, who has overall responsibility for the program. Coleman McDonagh will review and update the program as necessary. Copies of the written program may be obtained from Coleman McDonagh.

Under this program, each employee will be informed of the contents of the Hazard Communication Standard, the hazardous properties of chemicals which they will use, safe handling procedures, and measures to be taken to protect themselves from these chemicals. Employees will also be informed of the hazards associated with chemicals in unlabeled pipes.

List of Hazardous Chemicals

Coleman McDonagh will make a list of all hazardous chemicals and related work practices used in McDonagh Demolition, Inc and will update the list as necessary. This list of chemicals will be found at all locations McDonagh Demolition, Inc conducts business. This list also identifies the corresponding Material Safety Data Sheet (MSDS) for each chemical. Any new hazardous chemicals received by McDonagh Demolition, Inc will have an MSDS document available for inspection before any employee uses the chemical. A master list of these chemicals will be maintained by, and is available from Coleman McDonagh. The **MSDS Master List** form on page 10 will be used.

Material Safety Data Sheets (MSDS's)

MSDS's provide each employee with specific information on the chemicals used. Coleman McDonagh will maintain a binder with an MSDS on every substance on the list of hazardous chemicals. The MSDS will be a fully completed OSHA Form 174 or equivalent (Page 8 and 9). McDonagh Demolition, Inc representative, Coleman McDonagh, will insure that each site maintains an MSDS for hazardous materials in that area and will be made readily available to any employee at every work site.

Material Safety Data Sheet

May be used to comply with OSHA's
Hazard Communication Standard
29 CFR 1910.1200. Standard must be consulted
for specific requirements

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-mandatory Form)
Form Approved OMB No. 1218-0072

Manufacturer's Name	Emergency Telephone Number
Address (Number, Street, City, State, and ZIP Code)	Telephone Number for Information
	Date Prepared
	Signature of Preparer (optional)

Section II - Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s)) OSHA PEL ACGIH TLV Other Limits Recommended % (optional)

Section III - Physical/Chemical Characteristics

Boiling Point	Specific Gravity (H ₂ O = 1)
Vapor Pressure (mm Hg.)	Melting Point
Vapor Density (AIR = 1)	Evaporation Rate (Butyl Acetate = 1)
Solubility in Water	
Appearance and Odor	

Section IV - Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
Extinguish Media			
Special Fire Fighting Procedures			
Unusual Fire Fighting Procedures			

Section V - Reactivity Data

Stability	Unstable	Conditions to Avoid
	Stable	
Incompatibility (Materials to Avoid)		
Hazardous Decomposition or Byproducts		
Hazardous Polymerization	May Occur	Conditions to Avoid
	Will not Occur	

Section VI – Health Hazard Data

Route(s) of Entry:	Inhalation?	Skin?	Ingestion?
Health Hazards (Acute and Chronic)			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
Signs and Symptoms of Exposure			
Medical Conditions- Generally Aggravated by Exposure			
Emergency and First Aid Procedures			

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled
Waste Disposal Method
Precautions to Be taken in Handling and Storing
Other Precautions

Section VIII – Control Measures

Respiratory Protection (<i>Specify Type</i>)		
Ventilation	Local Exhaust	Special
	Mechanical (<i>General</i>)	Other
Protective Gloves	Eye Protection	
Other Protective Clothing or Equipment		
Work/Hygienic Practices		

MSDS Responsibility

Coleman McDonagh is responsible for acquiring and updating MSDS's. Coleman McDonagh will contact the chemical manufacturer or vendor if additional research is necessary or if an MSDS has not been supplied with an initial shipment. The form on page 13 will be used to request hazardous information.

Labels and Other Forms of Warning

Coleman McDonagh will insure that all hazardous chemicals in the work place are properly labeled and updated as necessary. Labels should list at least the chemical's identity, appropriate hazard warnings, and the name, and address of the manufacturer, importer, or other responsible party. Coleman McDonagh will refer to the corresponding MSDS to assist each employee in verifying label information. Labels are required on portable containers.

Non-Routine Tasks

When employees are required to perform hazardous, non-routine tasks (e.g., cleaning tanks, entering confined spaces, etc.), a special training session will be conducted to inform them of any hazards they may encounter, and the precautions to take to reduce and avoid exposure or danger.

Training

Everyone who works with or is potentially exposed to hazardous chemicals will receive initial training on the Hazardous Communication Standard and the safe use of those hazardous chemicals by Coleman McDonagh. Whenever a new chemical or hazard is introduced, additional training will be conducted to address the new hazard and protective measures to be taken.

The training plan will emphasize these components:

- Summary of the standard and this written program.
- Chemical and physical properties of hazardous materials (e.g., flash point, reactivity, etc.) and methods that can be used to detect the presence or release of chemicals (including chemicals in unlabeled pipes).
- Physical hazards of chemicals (e.g., potential for fire, explosion, etc.), health hazards, including signs and symptoms of exposure, associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.

The training plan will emphasize these components (continued):

- Procedures to protect against hazards (e.g. personal protective equipment required, proper use and maintenance, work practices, methods to assure the proper use and handling techniques, and procedures for emergency response).
- Work procedures to follow to assure protection when cleaning hazardous chemical spills and leaks.
- Where MSDS's are located, how to read and interpret information on both labels and MSDS's and how employees may obtain additional hazard information.

Contractor Employees

Coleman McDonagh will advise outside contractors in person of any chemical hazards that may be encountered in the normal course of their work on McDonagh Demolition, Inc premises, the labeling system in use, the protective measures to be taken, and the safe handling procedures to be used. In addition, these individuals will be notified of the location of all MSDS's. Each contractor that brings chemicals onto McDonagh Demolition, Inc premises must provide McDonagh Demolition, Inc with the appropriate hazard information on these substances, including the labels used and the precautionary measures to be taken in working with these chemicals.

Identification of Workplace Hazards:

Periodic, scheduled inspections will occur as a routine part of McDonagh Demolition, Inc business. Coleman McDonagh will insure these inspections occur. The Safety Inspection Checklist (a copy of which is on pages 15 through 17) will be used for that purpose.

Employees who wish to remain anonymous may report unsafe conditions or hazards by submitting a Safety Suggestion Form (page 6) to Coleman McDonagh, or their immediate supervisor, without identifying themselves.

Employees must report immediately any unsafe condition or unsafe practice. No employee will be disciplined or discharged for reporting any workplace hazard or unsafe condition. Failure to report any obvious unsafe situation may result in disciplinary action, up to and including termination.

Coleman McDonagh will insure that Material Safety Data Sheets (MSDSs) are present, up to date, and accessible at the appropriate locations. In addition, Coleman McDonagh will assure that employees are trained in the Hazard Communication Program before beginning work or changing job functions, and will continuously monitor the work site to assure employees follow safe work practices.

Material Safety Data Sheet Request Form

Please Print!

Company Name: _____

Date of Request: _____

Phone: _____

Street Address: _____

FAX: _____

City/ State / Zip: _____

Requestor's Name: _____

Product Description:

Full Label Name: _____

Manufacturer: _____

Vendor (if known): _____

Address: _____

Telephone Number: _____

Container Size: _____

Other: _____

Safety Inspection Checklist

Inspected By: _____ Date: _____

(Mark N/A as appropriate)

1. WORK SITE INFORMATION:

- a. Posting OSHA and other work site warning posters _____
- b. Are Safety Meetings conducted periodically? When was the last meeting? _____
- c. First aid equipment properly stocked _____
- d. Are work site injury records being kept? _____
- e. Are emergency telephone numbers conspicuously posted? _____
- f. Is the EMERGENCY INFORMATION form posted? (Page 8) _____

Describe Violation – Location – Remedy Taken

2. HOUSEKEEPING AND SANITATION :

- a. Are emergency lights fully operational? _____
- b. General neatness of working areas _____
- c. Regular disposal of waste and trash _____
- d. Passageways and walkways clear _____
- e. Waste containers provided and used _____
- f. Sanitary facilities adequate and clean _____
- g. Adequate supply of water _____
- h. Adequate lighting _____
- i. Trash receptacle for drinking cups _____
- j. Are handrails and stair treads in good repair? _____
- k. Is smoking restricted to certain locations? _____
- l. Are electrical cords and plugs in good condition? _____
- m. Is a clearance of 3' maintained around hot water heaters
electric breaker panels, heating units, and fire sprinkler riser? _____
- n. Are electric circuit breakers free of obstructions? _____

Describe Violation – Location – Remedy Taken

3. FIRE PREVENTION:

- a. Fire instruction to personnel _____
- b. Fire extinguishers identified, accessible, and fully charged _____
- c. "No Smoking" signs posted and enforced where needed _____
- d. Good housekeeping _____
- e. Storage, use and handling of flammable liquids properly done _____
- f. Fire hazards checked _____
- g. Is gasoline contained only in UL listed containers? _____

Describe Violation – Location – Remedy Taken

4. HANDLING AND STORAGE OF MATERIALS:

- a. Are materials properly stored and stacked? _____
- b. Are passageways clear? _____
- c. Shelves in stockrooms in good repair and properly anchored _____
- d. Stacks on firm footing, not too high _____
- e. Are employees lifting loads correctly? _____
- f. Are materials protected from weather conditions? _____
- g. Flammable liquids not stored in areas used for exits or stairways _____

Describe Violation – Location – Remedy Taken

5. HAND TOOLS:

- a. Proper tool being used for each job _____
- b. Neat storage, safe carrying _____
- c. Inspection and maintenance _____
- d. Electric tools are grounded _____

Describe Violation – Location – Remedy Taken

6. PERSONAL PROTECTIVE EQUIPMENT:

- a. Eye protection _____
- b. Respirators and masks _____
- c. Helmets, hoods, head protection _____
- d. Gloves, aprons, sleeves _____
- e. Hearing protection _____
- f. Safety harnesses and lifelines _____
- g. Shirts are to be worn _____
- h. Back support belts _____

Describe Violation – Location – Remedy Taken

7. HAZARDOUS MATERIALS:

- a. Is a binder containing MSDS for supplies containing hazardous chemicals available to employees before using? _____
- b. Are "Material Safety Data Sheets are Available on Request" signs posted in conspicuous locations? _____
- c. Is the hazardous waste inventory log maintained? _____
- d. Are hazardous waste storage areas inspected weekly? _____
- e. Is the hazardous material dispositioning log maintained? _____
- f. All containers clearly identified _____
- g. Proper storage practices observed _____
- h. Proper storage temperatures and protection _____
- i. Proper type and number of extinguishers nearby _____

Describe Violation – Location – Remedy Taken

Unsafe acts and/or practices observed

EMERGENCY INFORMATION

(To Be Posted)

FIRE:

Telephone Fire Department: 911

Crime:

Telephone Police: 911

Injury/Illness:

Avoid infection of minor injuries; always get medical attention or skilled first aid

Employees who are First Aid and/or CPR Certified

Coleman McDonagh Rudolph Smolka

Doctor _____

Office _____ Phone _____

Residence _____ Phone _____

Hospital Cook County _____

Address 1901 W Harrison (at Damen) Phone 312-864-6000

Ambulance _____

Address _____ Phone _____

In all cases of Fire, Crime, Accident, or Sickness, promptly notify:

1. Name Coleman McDonagh Office Phone 312-735-7112

Home Phone 312-735-7112

2. Name Geraldine McDonagh Office Phone 312-735-7522

Home Phone _____

Additional Numbers: _____

(Alarm Company., Office Phone, etc.) _____

Employee Safety

Handbook

Safety Handbook Acknowledgement

Name

Date of Hire

Signature

Date

(Remove and retain this sheet in the Employee's Personnel File)

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Employee Safety Handbook

At McDonagh Demolition, Inc, our most valued resources are our employees, our customers, and the communities we serve. We are dedicated to providing a safe and healthful environment for employees and customers, protecting the public, and preserving McDonagh Demolition, Inc properties and assets.. Injuries can be prevented. In order to achieve an accident free workplace, an organized and effective Safety Program must be carried out company wide to make this policy work.

The Safety and Health Program will assist management and employees in controlling hazards which will minimize employee and customer injuries, damage to customer's property and damage to McDonagh Demolition, Inc property.

All employees will follow this program

Please take the time to study and understand these safety policies and procedures. It is your responsibility (and ours) to make this program work. You are a valued member of the team, and we care about your safety.

Safety and Health Requirements

All employees will comply with the provisions of the OSHA Health Act of 1970. Therefore, any employee who, knowingly commits an unsafe act or creates an unsafe condition, disregards the safety policy, or is a repeated safety or health offender, will be discharged. Grounds for immediate discharge are:

- 1) Drinking alcohol, and/or drug abuse prior to or during working hours
- 2) Fighting
- 3) Theft
- 4) Willful damage to property
- 5) Failure to wear eye protection, hearing protection, safety helmets, etc.
- 6) Not using safety harness and lanyards when there is a potential for falling
- 7) Removing and/or making inoperative safety guards on tools and equipment
- 8) Removing barriers and/or guardrails and not replacing them
- 9) Failure to follow recognized industry practices
- 10) Engaging in dangerous horseplay
- 11) Failure to notify McDonagh Demolition, Inc of a hazardous situation

The following safety and accident activities will be adhered to:

- 1) Report all injuries immediately to your supervisor
- 2) Notify your supervisor should you become ill while on the job
- 3) Inform you supervisor if you have a disability or physical handicap
- 4) Never move an injured or ill person, unless to prevent further injury

Minor safety violations will be documented and a copy of the below form will become part of the employee's personnel record:

<u>Safety Hazard Citation</u>	Date: _____
Name of Violator: _____	
Location of Violation: _____	
Type of Violation: _____	
Violator's Signature: _____	

Accident and Incident Reporting

It is important that you report all accidents and incidents that result in injury, illness, or damage (however slight), to your supervisor immediately. McDonagh Demolition, Inc can learn how to prevent them from occurring in the future. It is McDonagh Demolition, Inc responsibility to investigate each incident, and your responsibility to report them when they occur.

First Aid and Medical Treatment

McDonagh Demolition, Inc provides a First Aid Kit on the premises. It is there for your use in the treatment of minor scratches, burns, headaches, nausea, etc. Ask your supervisor to show you its location. Let your supervisor know if you need to use the First Aid Kit.

If you have a work related injury or illnesses that requires professional medical assistance notify your supervisor and let him/her know before you receive this assistance. If you fail to notify your supervisor, you may be ineligible for Worker's Compensation, benefits to pay for doctor's bills, and/or lost wages.

FIRST AID PROCEDURES AND INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call, or have a co-worker call, to request emergency medical assistance.

EMERGENCY PHONE NUMBERS

Coleman McDonagh: 312-735-5112

Poison Control: 800-222-1222

First Aid: 911

Fire Department: 911

Ambulance: 911

Police: 911

Medical Clinic: Review current job site location and determine at that time.

Clinic Address: _____

Minor First Aid Treatment

First aid kits are stored in the Trucks and cabs. If you sustain an injury or are involved in an accident requiring minor first aid treatment:

- Inform your supervisor.
- Administer first aid treatment to the injury or wound.
- If a first aid kit is used, indicate usage on the accident investigation report.
- Access to a first aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

Non-Emergency Medical Treatment

For non-emergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

Emergency Medical Treatment

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a co-worker.
- Use the emergency telephone numbers and instructions posted next to the telephone in your work area to request assistance and transportation to the local hospital emergency room.
- Provide details for the completion of the accident investigation report.

First Aid Training

Each employee will receive training and instructions from his or her supervisor on our first aid procedures.

WOUNDS:

Minor: Cuts, lacerations, abrasions, or punctures-

- Wash the wound using soap and water; rinse it well.
- Cover the wound using clean dressing.

Major: Large, deep and bleeding

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

BROKEN BONES:

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, "splint" the injured area. Use a board, cardboard, or rolled newspaper as a splint.

BURNS:

Thermal (Heat)

Rinse the burned area, without scrubbing it, and immerse it in cold water; do not use ice water.

Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

Flush the exposed area with cool water immediately for 15 to 20 minutes.

EYE INJURY:

Small particles

Do not rub your eyes.

Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

If a particle is stuck in the eye, do not attempt to remove it.

Cover both eyes with bandage.

Chemical

Immediately irrigate the eyes and under the eyelids, with water, for 30 minutes.

NECK AND SPINE INJURY:

If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

HEAT EXHAUSTION:

Loosen the victim's tight clothing.

Give the victim "sips" of cool water.

Make the victim lie down in a cooler place with the feet raised.

Workers' Compensation

Every state has a Workers' Compensation Law to provide benefits to employees for lost wages and medical bills resulting from a work related injury or illness. You are covered under Workers' Compensation. You may request Workers' Compensation benefits from your supervisor. Qualification for benefits is determined by the state, not McDonagh Demolition, Inc. Your responsibilities are to keep appointments, follow all doctors' instructions on and off the job, maintain good communication with your supervisor, and to fully cooperate with all instructions you are given.

Workers' Compensation provides wages at a lower pay scale than what you may earn by working

Doesn't it make sense to be safe so that you don't have to be out on Workers' Compensation?

Your Safety Rights

You have several important rights concerning safety, which are protected by federal, state and local laws that you should be aware of. They are:

- The right to a safe work-place free from recognized hazards
- The right to request information on safety and health hazards in the workplace, precautions that may be taken, and procedures to be followed if an employee is injured or exposed to toxic substances.
- The right to know about the hazards associated with the chemicals you work with, and the safety procedures you need to follow to protect yourself from those hazards.
- The right to question any instruction which requires you to disobey a safety rule, which puts you or someone else in unnecessary danger of serious injury, or requires you to perform a task which you have not been trained to safely perform.
- The right of freedom from retaliation for demanding your safety rights.

Your Safety Responsibilities

You also have some important responsibilities concerning safety. These are:

- The responsibility of reporting all injuries and illnesses to your supervisor, no matter how small.
- The responsibility of always following the safety rules for every task you perform,
- The responsibility of reporting any hazards you see.
- The responsibility of helping your co-workers recognize unsafe actions or conditions they cause.
- The responsibility of asking about the safety rules you are not sure about.

Employee Safety Rules

It is impossible to list or include all safety rules for all the possible tasks you may have to do. But the following rules have been prepared to help you avoid hazards, which may cause injury while doing some of the more common tasks you may be asked to do. You should study and follow the rules provided in this booklet, and to ask your supervisor for additional rules when asked to do a task you are not familiar with, and this booklet does not cover. Failure to follow safety rules and /or safe practices will result in disciplinary action, up to and including termination.

GENERAL SAFETY RULES:

- Read and follow the safety notices and other information that is posted.
- Observe and follow all safety instructions, signs, and operation procedures.
- Help your fellow employees when they ask for assistance or when needed for their safety.
- Never participate in "horseplay". Horseplay that results in injury is often not covered by Workers' Compensation.
- Clean up spills immediately.
- Report all unsafe conditions, hazards, or equipment immediately. Make sure other people are warned of the problem so that they may avoid it.
- Wear personal protective equipment as required to reduce injury potential. Use gloves, safety glasses, back support belts, etc., as necessary.
- Never stand on chairs, furniture, or anything other than an approved ladder or step stool.
- Never use intoxicating beverages or controlled drugs before or during work. Prescription medication should only be used at work with your Doctor's approval.

FIRE SAFETY:

- Report all fire hazards to your supervisor immediately.
- Fire fighting equipment shall be used only for fire fighting purposes.
- Smoking is not permitted at any time in the areas where "No Smoking" signs are posted.

FIRE SAFETY (continued):

- Do not block off access to fire fighting equipment.
- Keep doors, aisles, fire escapes and stairways completely unobstructed at all times.
- In the case of a fire, your first consideration must be the safety of all persons, then attention should be directed to the protection of property.
- Change clothes immediately if they are soaked with oil, gasoline, paint thinner or any other flammable liquid.
- Know how to report a fire and how to turn on a fire alarm.
- Know the location of all fire extinguishers, and how to use them.
- Know the fire exits to be used in an emergency.

HAND TOOL SAFETY:

- Wear protective equipment necessary for the job you are performing. Discuss any required safety equipment with your supervisor as changes occur.
- Defective tools must not be used.
- Do not carry sharp hand tools in clothing.
- Check all wiring on electric hand tools for proper insulation and 3-prong plug grounding.
- **Hammers:** Use eye protection at all times!
- **Screwdrivers:** Use the right size and type of screwdriver for the job. Do not use a screwdriver as a chisel.
- **Wrenches:** In using any wrench, it is better to pull than to push. If you have to push, use your open palm. Use the proper wrench for the job.
- **Handsaws:** Saws that are sharp and rust free are less likely to bind or jump. Insure the object being cut is secured tightly to a flat surface.

PROTECTIVE EQUIPMENT:

- Approved eye protection (safety glasses with side shields, goggles, etc.) must be worn at all times when assigned any certain job classifications. It is important to check with your supervisor to assure compliance.
- Moccasins and shoes with open toes or high heels are not permitted.
- Wear protective clothing and equipment as required by your job classification to protect against hazards at hand. These include, but are not limited to, hard hats, steel toed shoes, gloves, fall safety harnesses, ear plugs, etc.

MATERIAL HANDLING SAFETY RULES:

- When lifting, lift properly. Keep the back straight, stand close to the load, and use your leg muscles to do the lifting, keeping the load close to the body. Never twist your upper body while carrying a load.
- When lifting heavy objects, utilize a two-wheeled dolly, or, ask for assistance from another employee.
- Inspect the object you are going to lift for sharp corners, nails, black widow spiders, or other things that may cause injury.
- Use gloves when handling rough or sharp materials.

HOUSEKEEPING:

- Do not place materials in aisles, stairways, or any designated path of travel.
- Stack material at a safe height so that material will not fall if bumped. Insure heavy loads have proper support, and make sure there is no overhanging or irregular stacking of material.
- Place all trash or scrap in places provided. Clean up all spills immediately.
- Report worn or broken flooring, stair treads, handrails, furniture, or other office equipment.
- Smoking is permitted only in designated areas. Use ashtrays for disposing of butts. Do not throw butts on the floor.

Personal Protective Equipment

Purpose:

To establish the policy for employees to wear Personal Protective Equipment.

Policy:

McDonagh Demolition, Inc is dedicated to providing a safe and healthy workplace. All employees are expected to do their part to achieve this goal. Employees can do their part by using the proper Personal Protective Equipment (PPE) provided them.

Personal Protective Equipment will be provided, used and maintained in a sanitary and reliable condition wherever it is necessary to prevent injury. Personal Protective Equipment requirements include, but are not necessarily limited to the items below:

Protective Headwear:

Where there is the exposure of overhead danger from falling objects or from electric shock or burns, protective headwear must be worn. Protective headwear is an approved hard hat that meets the requirements of the American National Standards Institute (ANSI Z889.1-1969).

Protective headwear will be issued to the required employees. Employees are responsible for using their hard hats while working. Also, employees must notify their supervisor about a damaged or lost hardhat immediately.

Protective Eyewear:

When there is an exposure to the eyes from flying objects, glare or liquids, protective eyewear is required. Protective eyewear is an approved safety eye protector or safety goggle, which meets the standards of the American National Standards Institute (ANSI Z87.1-1968).

Protective eyewear will be issued to the required employees.

Disposable Dust Masks:

When there is the potential of exposure to airborne nuisance dust or particles, disposable dust masks are required.

Protective Gloves:

When there is an exposure to the hands, protective gloves are required. Protective gloves are construction type work gloves and chemical resistive gloves.

Construction type work gloves are required for, but not limited to, employees that have an opportunity of cutting, pinching, hitting, or burning their hands.

Chemical resistive gloves are required for, but not limited to, employees that have an opportunity of spilling hazardous chemicals or corrosive material onto their hands.

Back Supports:

When employees are exposed to heavy lifting or repetitive lifting, back support devices are required.

Machinery Tag Out Program

Purpose:

This policy and procedure establishes the minimum requirements for McDonagh Demolition, Inc Machinery Tag Out Program. It governs lock out and/or tag out procedures to be used to verify that equipment or machines are isolated from all potentially hazardous energy.

Machinery is to be locked out or tagged out before employees perform any servicing or maintenance activities where the unexpected energizing, start up or release of stored energy could cause injury.

Policy:

Procedures described apply to all electrical equipment and machinery connected to an energy source by either hard wire or other permanent connection (hydraulic lines, electrical, etc.) that is repaired, serviced, or maintained by McDonagh Demolition, Inc personnel. The Machinery Tag Out Program applies to all equipment or machinery operated by mechanical, hydraulic, pneumatic, chemical, thermal, or other energy resources where the unexpected energizing could cause injury to employees or customers.

Circuit breakers disconnect switches, and other energy isolating devices used to control the flow of energy to the machine/equipment must be operated in such a manner as to shut off or "isolate" all energy to the machine.

Definitions:

Energy Source- Any source of electrical, mechanical, hydraulic, chemical, thermal, or any other energy source.

Energized- Connected to an energy source or containing residual or stored energy.

Energy Isolating Device- A mechanical device that physically prevents the transmission or release of energy (for example, circuit breaker, disconnect switch, slide gate, line valve, etc.)

Lock out- Placing a lock out device on an energy isolating device to shut down it's flow of energy.

Lock out device- A device such as a lock, either combination or key type, to hold an energy isolating device in the "safe" position and prevent energizing of a machine or equipment.

Tag out- Placing a tag or sign on an energy isolating device indicating that the equipment shall not be operated until the tag out sign is removed.

Tag out device- A prominent warning device or sign that can be attached to the energy isolating device. Tags will state the following:

DANGER-DO NOT OPERATE

Initial Training:

Employees involved in the use of this Machinery Tag Out Program must receive training in the requirements of this program upon initial assignment. Coleman McDonagh is responsible for verifying that training is completed as required by this program.

Authorized employees will be trained in the recognition of hazardous energy sources present at the location they work, the type and magnitude of the energy available in the workplace, and the methods/means needed for energy isolation and control.

Employees must be trained to recognize when the Machinery Tag Out Program is being implemented and understand the purpose of the procedure and the importance of not attempting to start up or use machinery or equipment that has been locked or tagged out.

When tags are used, employees must be specifically instructed in the following limitations of tags:

- Tags are warning devices: they do not provide physical restraint that a lock out does.
- When a tag or lock is attached, it is not to be removed by anyone without authorization from the employee who placed it on the machine or equipment. They are never to be bypassed, ignored, or defaced.
- Tags must be legible and understandable to be effective.
- Tags and locks, and their means of attachment must be made of material that will withstand the working environment where the tags will be used.
- Tags and locks must be attached securely so they cannot inadvertently be detached during use.
- Tags evoke a false sense of security. They are only part of the entire Machinery Tagout Program.

Machinery Tag Out Program Inspection Form

This form will be used when inspecting the Tag Out/ Lock Out Procedure

Inspector's Name _____ Date _____

MACHINERY / EQUIPMENT INSPECTED

COMMENTS

- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |

I hereby certify that I have inspected the Lock Out/Tag Out procedure for the above listed equipment, have interviewed operators of such equipment and determined that compliance with McDonagh Demolition, Inc Lock Out/Tag Out procedure is satisfactory.

Inspectors Signature

Date

McDonagh Demolition, Inc shall undertake efforts as outlined in this section to correct or control potential hazards in a timely manner.

McDonagh Demolition, Inc will implement methods to eliminate the hazard, and will implement procedures for safe work. Safe work will be done through training, correction of unsafe performance, and compliance through the disciplinary system.

Identified Safety and Health Concerns:

All identified potential workplace safety and health hazards should be reported to Coleman McDonagh, or a member of management. Situations that are unsafe, or posing as a safety and health hazard, will be reviewed and reported to management for corrective action.

Newly Identified Safety and Health Concerns:

Anytime a new substance, procedure, equipment, or process is introduced into the workplace, which creates or is reported to create an unsafe condition or situation, Coleman McDonagh will evaluate the substance, procedure, equipment, or process. Employees will have an opportunity to submit their recommendations and suggestions regarding new workplace hazards at any time.

Hazards Which Create a Risk of Imminent Harm:

When a hazard exists which McDonagh Demolition, Inc cannot control or abate immediately without endangering employees and /or property, all exposed personnel will be removed from the immediate area of potential exposure, except those employees that are necessary to correct the hazardous condition. All employees involved in correcting the hazardous situation will receive appropriate training and/or instruction in how to do so. They will also be provided with the appropriate personal protective equipment.

Hazards Which Do Not Create a Risk of Imminent Harm:

Unless there are factors beyond McDonagh Demolition, Inc reasonable control, such hazards are to be abated within 5 days or less.

Housekeeping:

Good housekeeping is an integral part of any effective safety program. Keeping work areas neat and clean reduces the potential for accidents and injuries. Each employee is responsible for keeping his or her work area neat, orderly, and free of any hazardous condition.

Property Maintenance

Purpose:

To establish the policy for property maintenance.

Policy:

McDonagh Demolition, Inc goal is to provide its customers and employees with a safe facility. The following guidelines will help management determine if needed repairs are necessary.

Guidelines for Property Maintenance and Repair:

Property maintenance and repair will be performed to meet the standards of:

- Safety
- Any applicable codes, including
 - Occupational Safety and Health Administration (OSHA)
 - National Fire Protection Association (NFPA) which include
 - National Electric Code
 - Flammable Liquids Code
 - Life Safety Code
 - National Fuel Gas Code
 - Uniform Fire Code (UFC)
 - Building Officials and Code Administrators International Building Code (BOCA)
 - Americans With Disabilities Act (ADA)
- Continued operation of the business

Management must promptly, as appropriate, fix, repair, train employees, and/or give warnings of safety hazards. Management must promptly fix or repair any item necessary for the continued operation of the business. In the event an accident occurs, Coleman McDonagh will fill out the **Liability Report Form** on the next page, and maintain a record thereof.

Claimant's Name: _____ Age: _____ Phone: _____

Address: _____

Description of Occurrence: _____

Injuries: _____ Medical Care? YES NO

Ambulance? YES NO Hospital or Doctor: _____

Property Damage? YES NO describe same: _____

Is a Product Involved? YES NO Name and Size: _____

Name and Address of Manufacturer: _____

Did Claimant Slip, Fall, or Trip? _____ Was Area Inspected? YES NO

Foreign Matter or Debris Found on Floor? YES NO Describe: _____

Witnesses: Name: _____ Phone: _____

Address: _____

Name: _____ Phone: _____

Address: _____

Photos Taken? YES NO Additional Remarks: _____

Report Prepared By: _____

Emergency Action Plan

Purpose:

To establish the policy and procedures regarding management's and employee's response to various emergency situations. Examples of an emergency are fire, tornado, earthquake, and bomb threat.

Overview:

The procedures cover the following topics:

1. **Fire Reporting and Response**
2. **Evacuation**
3. **Tornado Preparation and Emergency**
4. **Bomb Threat**
5. **First Aid**
6. **Hazardous Material Spill**
7. **Earthquake**
8. **Robbery**

Policy:

McDonagh Demolition, Inc has developed plans that address emergency situations that may arise in McDonagh Demolition, Inc locations and which may threaten human health and safety, and damages McDonagh Demolition, Inc assets. Management is responsible for implementing the Emergency Action Plans. These Emergency Action Plans will meet the following objectives:

1. Provide a means of notifying employees, customers and local authorities of an emergency situation.
2. Provide for a safe and orderly method of evacuation of employees and customers from McDonagh Demolition, Inc premises.
3. Account for all employees who occupied McDonagh Demolition, Inc premises at the time of evacuation, should one occur.

Emergency Action Plans will (continued):

4. Provide emergency first aid treatment or summon emergency medical assistance for injured individuals.
5. Provide training and needed information to those employees responsible for taking action in the event of an emergency.

Signs as required by ordinance, regulation, or law will identify emergency exits. Employees are required to be familiar with the location(s) of alarm pull stations and emergency exits.

Training on Emergency Action Plans will take place during new employee orientation, when changes occur in the action plans, and periodically as coordinated by Coleman McDonagh.

Smoking is never allowed anywhere on McDonagh Demolition, Inc premises during an emergency

If hazardous materials are involved, disposal must be done in compliance with federal, state, and local environmental laws.

Procedure:

I. Fire Reporting and Procedure:

If a fire alarm or alert is sounded or a fire is reported by an employee, regardless of the reason for the alarm or the severity of the fire, the following action must be taken immediately:

Senior Management

1. Immediately notifies the Fire Department by dialing 911
2. Gives McDonagh Demolition, Inc name, address, and area where the fire is located.

OFFICE: 605 N. Kedzie

3. Assigns an employee to wait for the fire department outside McDonagh Demolition, Inc and direct them to the fire's location.
4. Announce (YELL)

FIRE IN THE BUILDING EVERYONE OUT

I. Fire Reporting and Procedure (continued):

Senior Management

5. Once outside McDonagh Demolition, Inc, takes a head count of employees to insure all were safely evacuated. Double checks that all individuals are out of McDonagh Demolition, Inc premises.

Note: When one or more employees are unaccounted for, employees are not to re-enter the building to conduct a search. Notify the ranking fire or other emergency response official on the scene and their approximate location.

6. Immediately after the fire, notify Coleman McDonagh of McDonagh Demolition, Inc and all other management individuals. Coordinate any salvage and repair operations.

Employee

7. If trained in the use of fire extinguishers, may attempt to suppress a small fire, until relieved by the Fire Department or until it becomes apparent that the fire cannot be controlled by fire extinguishers.

Note: Employees should never attempt to control a fire, which endangers their health. They must immediately evacuate the area when it becomes apparent that the fire cannot be controlled or when conditions become more hazardous.

II. Evacuation:

Senior Management

1. Telephones the local emergency agency (for example, fire, police, hazardous materials team, etc.).
2. Makes the following announcement on the public address system, "Ladies and Gentlemen. McDonagh Demolition, Inc is being temporarily closed. Please leave by the nearest exit immediately. Thank you." Make this announcement twice, and repeats it every minute or more frequently if needed.
3. Checks all areas of their respective departments, restrooms, and public areas to verify that employees and individuals are evacuated.

Evacuation (continued):

- Senior Management
4. Secures all cash, checks, and charge documents in the safe if time permits.
 5. Designates a safe area outside McDonagh Demolition, Inc as a gathering point for all employees. Takes a head count of employees to insure all were safely evacuated.

Note: Employees are not to re-enter the building. Management will notify the ranking fire or other emergency response official on the scene of a potentially trapped person and their approximate whereabouts.

6. Dismisses all non-essential employees.
7. Telephones Coleman McDonagh of McDonagh Demolition, Inc and all other management personnel.

II. Tornado Preparation and Emergency:

Prior to any tornado emergency, Management will designate safe shelter areas within the building for employees and individuals. There are some general guidelines that may be used to aid in the selection of such spaces. When selecting a safe shelter, consider:

- The lowest floor, preferably a basement
- Interior spaces- rooms with no walls on the exterior
- Areas supported by secure, rigid structural frame members
- Short roof spans

McDonagh Demolition, Inc safe shelter area is located In the office area. It will be stocked with a first aid kit or medical supplies and several flashlights.

Tornado Watch Procedures

- Senior Management
1. A Tornado Watch means that conditions are right for severe thunderstorms and possible tornadoes to develop. When notified of a tornado watch in the area, Senior Management will tune the radio to the National Weather Service channel to stay current on the storm progress.
 2. Checks to insure that all safe shelter areas are unlocked and accessible.

Tornado Watch Procedures (continued)

- Senior Management
3. Checks to be sure that medical supplies and flashlights are stored in the safe shelter area.
 4. If time permits, "X" the windows with tape or secure plywood to the outside of windows.

Tornado Warning Procedures

- Senior Management
1. A Tornado Warning means a tornado has been seen or detected by radar. Senior Management will inform all employees and individuals to take cover in shelter areas immediately.
 2. Makes the following announcement on the P.A. System:
"Ladies and Gentlemen. The National Weather Service has issued a Tornado Warning for this area. Due to this warning, McDonagh Demolition, Inc is being temporarily closed. **Please do not leave the building.** We request that you proceed to the shelter area(s) located in the **Front of the building just outside the office room.**
 3. Assigns someone to shut off the main gas and electrical system.
 4. Afterwards, coordinates first aid assistance to individuals.

III. Bomb Threat:

When someone calls and says there is a bomb in the building, the following steps will be performed:

Employee
(Receiving Threat)

1. Keeps the caller on the line as long as possible. Asks them to repeat the message. Tries to write down every word spoken by the caller.
2. Asks the caller where the bomb is located and when it will go off.

IV. Bomb Threat (continued):

Employee

3. Tells the caller that the building is occupied and detonation of a bomb could result in the death and injury to innocent people.
4. Pays particular attention to background noises, such as music playing, engine noises, etc.
5. Listens to the voice, male, female, voice quality, accent, and speech impediments.
6. When the caller hangs up, **do not hang up the phone!** Sometimes, phones can be traced back to the source. Immediately notify management and describe the threat.

Senior Management

7. Calls the local Police or Fire Department to report the Incident. Follows all recommendations and instructions provided by either department.
8. If the Police or Fire Department declines to give instructions to evacuate the building, search the premises (if time permits) for any suspicious looking device or package. If one is found, follow the Evacuation Plan. **Do not touch any suspicious device or package.**

IV. First Aid:

If an employee / individual is injured, the initial responsibility of management is to provide the needed first aid or arrange for emergency medical response or professional medical care.

Senior Management

1. Treats the injured individual using the supplies from McDonagh Demolition, Inc first aid kit.
2. In the event an employee is seriously injured and requires professional medical care, drive the employee to a medical provider. If any individual is not mobile or has a life threatening injury or illness, arrange for emergency care and transportation (call 911).

V. Hazardous Material Spill:

Management will respond to incidental releases of hazardous substances when the substance can be absorbed, neutralized, or otherwise controlled at the time of release by employees in the immediate area or by maintenance personnel. If a large spill or fire occurs that is not controllable, Management will contact the appropriate local authorities, such as the Fire Department.

VI. Earthquake:

All employees must be aware of the potential for earthquakes and the resulting damage to buildings and facilities.

A. During an Earthquake:

Employee

1. If indoors, stay indoors; if outdoors, stay outdoors.
In earthquakes, most injuries occur as people are entering or leaving buildings.
 - 1.a. If indoors:
 - 1) Take cover beneath a desk, table, bench or in doorways, halls or against an interior wall.
 - 2) Stay away from glass windows and glass doors, and away from containers having hazardous material stored.
 - 1.b. If outdoors:
 - 1) Move away from buildings and all structures, and all overhead electrical wires.
 - 2) If operating a vehicle, stop as soon as possible, but stay inside the vehicle.

B. After an Earthquake:

Senior Management

1. Coordinates first aid efforts.
2. Turns on the radio to get emergency information from local authorities.

B. After an Earthquake (continued):

Senior Management

3. Check natural gas lines for leaks. If a leak is detected, shuts down the system, and notifies the local gas service company.
4. Shuts off the electrical current at the main breaker box if Power has been interrupted.
5. Directs employees and individuals to a safe assembly area outside the building.
6. Takes a head count to insure all employees were safely Evacuated.
7. Does not permit individuals to enter the building again until cleared by authorities.
8. Assigns duties to clean up damage and resume business as soon as possible.

VII. Robbery:

In the event a robbery occurs, the main objective is to reduce the risk of injury to employees and individuals and to get the robber out of the building as soon as possible.

Employee

1. Be attentive and calm. Listen to the robber and do exactly what he/she asks you to do.
2. Do give up money as demanded.
3. Remain alert. Try to remember details of the robber's appearance, clothing, speech, etc.
4. If possible, watch the robber's method and direction of escape.
5. Expect foul/strong language. Expect to lie on the floor.
6. Do not make any sudden movements.

VII. Robbery (continued):

Employee

7. Don't overreact. Do not grab for the weapon or call for help.
8. Do not argue.
9. After the robbery, write everything down.

Senior Management

10. Call the Police
11. Call Coleman McDonagh of McDonagh Demolition, Inc
12. Have all witnesses write everything they can recall.

OSHA Inspection

Purpose:

To establish the policy for all managers to follow if an OSHA Compliance inspection will be conducted.

Overview:

The Occupational Safety and Health Administration (OSHA) is authorized to conduct workplace inspections to determine whether employees are complying with standards issued by the agency for safe and healthful workplaces. Many States have their own occupational safety and health programs, and regularly inspect workplaces. Inspections are usually conducted without advance notice and can be conducted for one or more of the following reasons:

- Imminent Danger Situations – Any condition where there is reasonable danger that a situation exists that can be expected to immediately cause death or serious harm.
- Catastrophes and Fatal Accidents – Investigation of fatalities and accidents resulting in the hospitalization of 3 or more employees. Such catastrophes must be reported to OSHA within 8 hours.
- Employee Complaints
- Programmed Inspections – Based on injury rates, previous citation history, and employee exposure to toxic substances or random computerized selection.

This policy details the phases of an OSHA compliance inspection, the response and attitude of management to an inspection and steps to insure completion of the appropriate follow-up corrective action.

Policy:

McDonagh Demolition, Inc policy is to demonstrate “**good faith**” effort to comply with all OSHA standards and any health and safety issues raised in an OSHA compliance inspection.

Management is responsible for implementing this policy and correcting all health and safety deficiencies revealed during compliance inspections. Coleman McDonagh will provide technical assistance and coordination of corrective action, as required.

Admitting an OSHA Compliance Officer:

If an OSHA compliance inspector requests to conduct an inspection, the senior management member is to ask to see the officer's credentials. An OSHA inspector carries either U.S. or the state's Department of Labor credentials bearing their photograph and a serial number. In every case, verify the authenticity of the compliance inspector's identification by calling the nearest OSHA office.

Note: DO NOT REFUSE THE COMPLIANCE OFFICER ADMITTANCE.

The senior management member is to contact Coleman McDonagh immediately.

If McDonagh Demolition, Inc requires a Search Warrant, inform the OSHA compliance officer before the opening conference begins. McDonagh Demolition, Inc rights to challenge a warrant may be lost if it permits the inspection to proceed.

OSHA Facts:

An OSHA Inspection is divided into three parts:

1. The Opening Conference
2. The Walk Around Inspection
3. The Closing Conference

There are no time limits specifying how long an inspector may remain on the premises.

Violations are considered to be "alleged violations" until they become a final order of the Occupational Safety and Health Review Commission.

1. McDonagh Demolition, Inc may contest (appeal), in writing any part of the citation within 15 working days after it has received it.
2. The citation must be posted in the work place for three days following its receipt or until the condition creating the alleged violation is corrected.
3. Management will ask for clarification about any point(s) an inspector raises that they don't understand.
4. Management and employees will not admit to violating any safety standard.

If McDonagh Demolition, Inc contests (appeals) an alleged violation, copies of the appeal will be posted at the work site.

Opening Conference:

Before inspecting the premises, the OSHA compliance officer will conduct an opening conference at which they will explain:

- The reason for the inspection (for example. employee or individual complaint)
- Purpose of the visit
- Scope of the inspection
- OSHA Standards that apply

The below are listings of all OSHA Standards

OSHA Standards

- 1904, Recording and Reporting Occupational Injuries and Illnesses
 - 1904 Table of Contents/Authority for 1904
 - 1904.1, Purpose and scope.
 - 1904.2, Log and summary of occupational injuries and illnesses.
 - 1904.3, Period covered.
 - 1904.4, Supplementary record.
 - 1904.5, Annual summary.
 - 1904.6, Retention of records.
 - 1904.7, Access to records.
 - 1904.8, Reporting of fatality or multiple hospitalization incidents.
 - 1904.9, Falsification, or failure to keep records or reports.
 - 1904.10, Recordkeeping under approved State plans.
 - 1904.11, Change of ownership.
 - 1904.12, Definitions.
 - 1904.13, Petitions for record keeping exceptions.
 - 1904.14, Employees not in fixed establishments.
 - 1904.15, Small employers.
 - 1904.16, Establishments classified in Standard Industrial Classification Codes (SIC) 52-89, (except 52-54, 70, 75, 76, 79 and 80).
 - 1904.17, Annual OSHA Injury and Illness Survey of Ten or More Employers.
 - 1904.20, Description of statistical program.
 - 1904.21, Duties of employers.
 - 1904.22, Effect of State plans.
 - 1904.30, OMB control numbers under the Paperwork Reduction Act.

- **Other OSHA Standards with Recordkeeping Requirements**

- 1910.95, Occupational noise exposure
- 1910.120, Hazardous waste operations and emergency response
- 1910.440, Recordkeeping requirements
- 1910.1000, Toxic & Hazardous Substances
 - 1910.1001, Asbestos
 - 1910.1018, Inorganic arsenic
 - 1910.1025, Lead
 - 1910.1027, Cadmium
 - 1910.1028, Benzene
 - 1910.1029, Coke oven emissions
 - 1910.1030, Bloodborne pathogens
 - 1910.1043, Cotton dust
 - 1910.1044, 1,2-dibromo-3-chloropropane
 - 1910.1045, Acrylonitrile
 - 1910.1047, Ethylene oxide
 - 1910.1048, Formaldehyde
 - 1910.1050, Methylenedianiline
 - 1910.1051, 1,3-Butadiene
 - 1910.1052, Methylene Chloride
 - 1910.1450, Occupational exposure to hazardous chemicals in laboratories
- 1913.10, Rules of agency practice and procedure concerning OSHA access to employee medical records
- 1915.7, Competent person
- 1915.1001, Asbestos
- 1919.11, Recordkeeping and related procedures concerning records in custody of accredited persons
- 1919.12, Recordkeeping and related procedures concerning records in custody of the vessel.
- 1925.3, Records
- 1926.60, Methylenedianiline
- 1926.62, Lead
- 1926.65, Hazardous waste operations and emergency response
- 1926.800, Underground Construction
- 1926.1091, Recordkeeping requirements
- 1926.1101, Asbestos
- 1926.1127, Cadmium
- 1960, Federal employees
 - 1960.66, Purpose, scope and general provisions
 - 1960.67, Log of occupational injuries and illnesses
 - 1960.68, Supplementary record of occupational injuries and illnesses
 - 1960.70, Reporting of serious accidents
 - 1960.71, Locations and utilization of records and reports
 - 1960.72, Access to records by Secretary
 - 1960.73, Retention of records
 - 1960.74, Agency annual reports
 -

Reporting of Fatality or Multiple Hospitalization Incidents.

- **OSHA Directives**

- CPL 2.80, Handling of Cases To Be Proposed for Violation-By-Violation Penalties, (1990, October 21), 15 pages. Includes procedures for record keeping violations.
- CPL 2.91, Enhanced Verification of Records, (1990, May 13), 6 pages.
- CPL 2-2.46, 29 CFR 1913.10(b)(6), Authorization and Procedures for Reviewing Medical Records, (1989, January 5), 5 pages.
- CPL 2-2.33, 29 CFR 1913.10, Rules of Agency Practice and Procedure Concerning OSHA Access to Employee Medical Records - Procedures Governing Enforcement Activities, (1982, February 8), 12 pages.
- CPL 2-2.32, 29 CFR 1913.10(b)(6), Authorization of Review of Specific Medical Information, (1981, January 19), 5 pages.
- CPL 2-2.30, 29 CFR 1913.10(b)(6), Authorization of Review of Medical Opinions, (1980, November 14), 2 pages.
- CPL 2.113, Fatality Inspection Procedures, (1996, April 1), 5 pages.

- **Review Commission Decisions**

- 81-2135, (1985, April 17), 5 pages. Failure to make records available during an inspection.
- 82-630, (1991, February 15), 9 pages. Making medical records available when a Workers Compensation claim is pending.
- 82-1016, (1987, March 18), 7 pages. Privacy of OSHA 200 and related records.
- 89-2614, (1993, February 3), 8 pages. Recording of elevated blood lead levels on the OSHA 200.
- 90-552, (1992, February 21), 2 pages. OSHA 200 must be maintained at each location.
- 89-433, (1993, April 27), 9 pages.
- 90-2179, (1993, April 1), 3 pages. Assessing separate penalties for multiple errors on the OSHA 200
- 87-0922, (1993, February 5), 25 pages.
- 88-237, (1994, May 23), 6 pages.
- 91-0110, (1996, January 19), 6 pages.

Standard Interpretations and Compliance Letters

There are several hundred Standard Interpretations and Compliance Letters relating directly to the topic of Recordkeeping. Please refer to the Search Page on the "<http://www.OSHA.gov>" web site. From here you can access these documents either by the specific regulation, or by conducting a search. You can also contact OSHA at one of their regional offices. They will provide you with forms and answers to any questions you may have. Don't hesitate to use them as a valuable resource.

Senior Management must arrange for the following to attend the opening conference:

- Coleman McDonagh of McDonagh Demolition, Inc
- Other Personnel, as directed

Management must request copies of all applicable safety and health standards as well as a copy of any employee complaint.

The Walk Around Inspection:

After the opening conference, the OSHA compliance officer will go through the facility to inspect for safety and health hazards. At a minimum, the OSHA compliance officer will likely ask for documentation of the following:

- Compliance with the hazard communication standard.
- Compliance with the lockout/ tagout standard.
- Record keeping for employee training
- The employee written safety and health management program

When senior management members and other McDonagh Demolition, Inc employees accompany an OSHA compliance officer on an inspection, they should be respectful while firmly standing up for McDonagh Demolition, Inc rights and viewpoints. The conduct of McDonagh Demolition, Inc personnel shall be in accordance with the following guidelines:

- Do not physically interfere with the OSHA compliance officer when they are making the inspection
- Do not give false or misleading information.
- Accompany the OSHA compliance officer at all times during the inspection.
- Answers to an OSHA compliance officer's questions are to be responsive to the question asked. Do not offer any information beyond the scope of the question. Avoid making any statement that could be construed as an admission of a violation of any recognized health standard.
- Do not discuss with the OSHA compliance officer any previous safety inspections.

The conduct of McDonagh Demolition, Inc personnel shall be in accordance with the following guidelines (continued):

- If the OSHA compliance officer wants to take photographs, senior management must request copies of the photographs. Senior management will also take photographs of the area from the same and different angle.
- Watch and take notes regarding all activities of the OSHA compliance officer. Notes should be detailed and should include such pertinent information as to the name(s) of the OSHA compliance officer(s), time of arrival, activities of OSHA compliance officer, amount of time spent at each location, comments about violations and potential citations, who was interviewed, what was said, etc.
- Immediately correct minor but apparent safety problems in order to help establish McDonagh Demolition, Inc "good faith" effort to comply with all OSHA health and safety standards.
- The OSHA compliance officer cannot and will not act in a consultative capacity. If they see or if McDonagh Demolition, Inc personnel points out a violation, the OSHA compliance officer must issue a citation.

Closing Conference:

After the walk around inspection, a closing conference is held with the OSHA compliance officer, senior management, and any employee representative. The OSHA compliance officer will discuss all unsafe and unhealthy situations observed and will identify all applicable sections of the standards which may have been violated. Management will insure that all violations are understood. When appropriate, Management will produce records to show compliance efforts and fully explain any difficulties that will be encountered in the correction of safety hazards. Management and employees will not admit violation or indicate how long it will take to correct a potential violation.

Post Inspection Activities:

Time limits to correct violations generally range from 5 to 30 days, unless an extension is requested. Time limits will be given in person at the closing conference or mailed within 30 days in a written report of the inspection findings. Follow-up action will be documented in writing, by senior management, listing specific action steps, the individual accountable, and the target date for completion. Management is responsible for completing all corrective action.

OSHA inspection reports, McDonagh Demolition, Inc response, and all correspondence to and from OSHA will be retained permanently by Coleman McDonagh.

Questions an OSHA Compliance Officer Might Ask

Administrative Interview

1. Do you have a written Hazard Communication Plan?
29CFR 1910.1200 requires employers to have a written plan which describes how the training, labeling, MSDS management and other requirements of "Right-to-Know" will be met. More citations and fines are given for this than anything else.
2. Do you have a complete written inventory (list) of hazardous materials?
29CFR 1910.1200 requires employers maintain a current list of all hazardous materials used in the workplace. This list must be accessible to employees.
3. Has a specific person been assigned responsibility for your safety program?
29CFR 1910.1200 and other regulations require that you assign responsibility for various aspects of the safety program. Some states specifically require that employers name a person with overall safety responsibility.
4. Do you have a formal disciplinary policy relating to safety?
29CFR 1910. Various sections require employers enforce safety rules. Employees may not decide on their own when to follow the rules.
5. Do employees ever complain of headaches, nausea, dizziness or skin problems?
All OSHA standards require that employers evaluate workplace hazards and determine whether material use or employee complaints mean that there is any over-exposure to unsafe conditions. These are typical symptoms of over-exposure.
- 6a. Do employees wear respirators or dust masks?
- 6b. If "Yes": Do you have written respirator procedures?
29CFR 1910.134 requires that if any employee uses a respirator, including a dust mask, written procedures must cover use, fit testing, cleaning and maintenance of the respirator.
- 6c. Do you have records showing fit testing of respirators and training?
29CFR 1910.134 requires employers to test the fit of each respirator on each employee and train the employee to check and properly use the respirator.
7. Do you have written training records?
29CFR 1910.1200, .1450, .1030 and virtually all other OSHA regulations require written training records which document date, subject, attendees and trainer.
- 8a. Do you have more than 10 employees?
- 8b. If "Yes": Do you have a written Emergency Contingency Plan?
29CFR 1910.38 outlines the requirements for an emergency contingency plan for those who employ more than 10 at any one time during the year.
- 8c. Are your Form OSHA Logs up-to-date and posted Feb 1 until April 30?
29CFR 1904 requires that employers of more than 10 at any one time in the year maintain occupational illness and injury reports on Form 301 or equivalent and summarize them on Form OSHA Log which is posted each Feb. 1 until April 30.
- 9a. Can you reasonably anticipate that any employees will be exposed to human blood this year because of their jobs?

Administrative Interview (continued)

9b. Have you assigned responsibility for first-aid to an employee?

9c. If "Yes": Do you have written Bloodborne Pathogen Exposure Control Plan?

9d. Have employees been trained in protective equipment and procedures?

29CFR 1910.1030 requires that employers develop an Exposure Control Plan, train employees, keep records, and offer Hepatitis B vaccinations if it can be reasonably anticipated that one or more employees could be exposed to human blood or blood products as a result of doing their assigned duties. If you have assigned first aid responsibilities to an employee you are required to have a Bloodborne Pathogen Program. Special waste management and use of approved disinfectants are also required. The key is "reasonable anticipation". Good Samaritan acts are not covered.

Janitorial & Chemical Storage Area Overview

10. Is the area neat and clean, without spills on the floor?

29CFR 1910.22 requires that all work places be clean, orderly and sanitary.

11. Are there any containers without legible labels?

12. Do all secondary container labels list the product, the hazards and the manufacturer?

29CFR 1910.1200 requires that all containers of hazardous materials be labeled. The manufacturer's label is fine if legible. If materials are moved from the original to a "secondary" container, it must be labeled. The label must include the name of the material, a description of the hazard and the manufacturer's name. Just the name is not enough.

13. Is there an MSDS on hand for each hazardous material?

14. Are MSDSs accessible to all employees at all times?

15. Pick a product. Ask to see the MSDS. Could an employee have found it in 4-5 minutes?

29CFR 1910.1200 requires that employers have an MSDS for each hazardous material. Employees must have access to MSDS's at all times during the work shift and be able to find a specific one in less that 5 minutes without asking for access to the collection.

General Work Areas Overview

16. Is the fire extinguisher tag marked for monthly inspections and service in the last year?

29CFR 1910.157 requires that all portable fire extinguishers be visually inspected monthly and serviced annually. If the tag isn't marked it is difficult to prove inspections.

17. Is the area clean and uncluttered?

29CFR 1910.22 requires that all work places be clean, orderly and sanitary.

18. Are oily rags kept anywhere but in metal cans with closed lids?

29CFR 1910.38 requires employers to identify and correct fire hazards. Oily rags should be kept in a closed metal container.

General Work Areas Overview (continued)

19. Are coffee, drinks or food kept near any hazardous materials?
29CFR 1910.142 requires that no employee be allowed to have food or beverages in an area where they could be contaminated with toxic or infectious materials.
20. Are there any unlabeled containers?
29CFR 1910.1200 requires that all containers of hazardous materials be labeled. The manufacturer's label is fine if legible. If materials are moved from the original to a "secondary" container, it must be labeled. The label must include the name of the material, a description of the hazard and the manufacturer's name. Just the name is not enough.
21. Are any respirators stored which are not in bags or cabinets?
29CFR 1910.134 requires that respirators be stored and maintained in a way that they will be cleaned, protected and ready for use. Respirators left in the open may absorb contaminants and become unusable.
22. Are gloves, goggles or safety glasses clean and in good repair?
29CFR 1910.132 requires that safety equipment be maintained in clean and sanitary condition and that it be used only if in good repair. Broken or dirty equipment raises questions in an inspector's mind and leads to a more intensive inspection.
23. Are there extension cords across aisles or walkways?
29CFR 1910.22 requires that all work place be clean, orderly and sanitary. Cords across aisles present a slip and fall hazard as well as a potential electrical hazard.
24. Look at ladders. Are there broken steps or parts in bad repair?
29 CFR 1910.25 requires employers to "inspect ladders frequently and those which have developed defects shall be withdrawn from service for repair or destruction and tagged or marked as "Dangerous, Do Not Use"."
25. Are there any broken or missing electrical switch or outlet covers?
29 CFR 1910.305 requires that pull boxes, junction boxes and fittings have plates or covers. Broken plates and covers do not provide adequate protection.

Employee Area Overview

26. Is the OSHA Poster or state equivalent posted?
27. Are emergency phone numbers posted by telephones?
28. Is an evacuation route map posted?
29 CFR 1910.38.
29. Is there a fully stocked first aid kit?
9 CFR 1910.262 requires that there be a first aid kit stocked with supplies appropriate to the situation. It must be continuously stocked for any emergency.
30. Are lunches, snacks or drinks stored in a cabinet or refrigerator with chemicals?
29 CFR 1910.142 requires that no employee be allowed to have food or beverages in an area where it could be contaminated with toxic or infectious materials.

Employee Interview

OSHA uses "performance based" standards for its enforcement of safety regulations. The best program on paper will mean nothing if your employees cannot do the right thing or do not know where to get information. Whether your employees can answer questions correctly (or not) is the test OSHA inspectors use to evaluate your compliance with OSHA rules.

31a. Please show me the MSDS for _____ (name a product) _____.

Did the employee answer -- "What's an MSDS?"

31b. Did the employee know where the MSDS's are kept?

31c. Did it take less than 5 minutes for the employee to find the correct MSDS?

29 CFR 1910.1200 Employees should know what an MSDS is and be able to locate a specific one in less that 5 minutes. MSDS's should be indexed and stored in an organized fashion.

32a. When were you last trained on safety issues?

Did the employee say "I don't remember" or "Never"?

32b. Has training been in the last year?

29 CFR 1910.1200 states that "employers shall provide information and training on hazardous chemicals...at the time of their initial assignment and whenever a new hazard is introduced into their work area." Some states also specifically require annual retraining.

33. If you had to evacuate the building where would you go for a head count?

Did the employee know a pre-determined specific place?

29 CFR 1910.38 requires that emergency contingency plans specify the means of accounting for all employees after an evacuation of the facility.

OSHA Recordkeeping and Posting Requirements

Purpose:

To establish the policy and procedures regarding McDonagh Demolition, Inc requirements for compliance with OSHA record keeping and posting guidelines for occupational injuries and illnesses.

Policy:

All locations are to post the "Job Safety and Health Protection" poster (or state equivalent) in prominent places in the workplace.

OSHA requires that employers maintain a record of certain occupational injuries that occur at each business establishment on the OSHA Form Log 300 and 300A: Log of Work-Related Injuries and Illnesses and Summary of Work-Related Injuries and Illnesses. At the end of each year, OSHA requires the summary section of the OSHA Form Log 300A to be posted at each business establishment no later than February 1 and remain in place until April 30. McDonagh Demolition, Inc will comply with this requirement. Coleman McDonagh is responsible for maintaining the information on the log in a current status and distributing the OSHA Form Logs.

The "Job Safety and Health Protection" poster and the Form Log and Summary of Occupational Injuries and Illnesses can be ordered from OSHA, free of charge, at 303-844-1600

Record Retention:

OSHA Form Log, January – November reports can be discarded upon receipt of the next monthly report.

Year-end OSHA Form Log 200, 300, 300A, and 301, retain for 5 years following the year to which they relate

Common OSHA Violations

1. Failing to provide information about the Hazard Communication standard and the actual hazards of the chemical that are present.
2. Not having a Hazard Communication Program.
3. Not having a written fire prevention program.
4. OSHA Log hasn't been properly maintained or is missing.
5. Not having an MSDS for every hazardous chemical in use.
6. Not properly labeling all containers or groups of containers containing hazardous chemicals.
7. Not marking exits or accesses to exits.
8. Improper building design, construction, maintenance or occupancy of a building or structure containing employees.
9. Fire extinguishers not located or mounted in an accessible and safe location or not provided.
10. Failure to provide fire extinguisher training.
11. Improper wiring is present in one of the following ways:
 - Unused openings and electrical boxes not closed.
 - Conductors entering boxes are not protected from abrasion
12. Improperly using a flexible cord in one of the following ways:
 - Flexible cord smaller than a #12 was spliced
 - Solder used to splice a flexible cord
 - Used as a substitute for fixed wiring
 - Ran through holes in the ceiling and/or walls
 - Ran through doorways and/or windows
13. Exposed or non-current carrying metal surfaces of fixed equipment are not grounded.

Common OSHA Violations (continued)

14. Failing to provide electrical boxes and fittings with an approved cover, or failing to ground metal covers.
15. Disconnects, circuit breakers, and other over-current devices aren't legibly and permanently labeled.
16. Tongue guard on grinder is more than 1/4" from the edge of the stone.
17. Missing or inadequate machine guarding.
18. Work rest is missing or more than 1/8" from a grinding wheel.
19. Not providing a suitable eyewash or shower.
20. Persons without respirators performing tasks that require respirators.
21. Written standard operating procedures governing the use and selection of respirators shall be established.
22. Employers shall make conveniently available protectors suitable for the task to be performed. Protective eye, head, face, body, feet and hand equipment shall be provided when there is reasonable probability of injury.
23. A Platform four feet or more from the ground is not provided with a standard railing (and toe board) where required.
24. Broken or damaged ladders being used.
25. Furniture, barrels, boxes, or other devices used in lieu of ladders.

BLOODBORNE PATHOGENS

It is imperative that management photocopies these four pages and gives them to all employees during a training session. All employees shall be trained on the risk of bloodborne pathogens and the proper handling of blood and other bodily fluids.

What Everyone Needs to Know

Bloodborne pathogens are microorganisms carried by human blood (and other body fluids) and cannot be seen with the naked eye. They can be spread through contact with infected blood. If they get into the bloodstream, an individual may become infected and sick.

Most personnel cannot reasonably anticipate coming into contact with blood during their day-to-day work duties. That's why it's imperative that all personnel understand the danger of exposure to bloodborne pathogens and ways to minimize their risk.

Bloodborne pathogens may be present in blood and other materials, such as:

- body fluids containing visible blood
- semen and vaginal secretions
- torn or loose skin

Bloodborne pathogens can cause infection by entering the body through:

- open cuts and nicks
- skin abrasions
- dermatitis
- acne
- mucous membranes of the mouth, eyes or nose

WORKPLACE TRANSMISSION

The most common bloodborne pathogens are HIV, Hepatitis B, and Hepatitis C:

HIV (AIDS)

HIV, the human immuno-deficiency virus, attacks the body's immune system causing it to weaken and become vulnerable to infections that can lead to a diagnosis of acquired immune deficiency syndrome or AIDS.

HIV is transmitted mainly through sexual contact and sharing contaminated needles, but also may be spread by contact with infected blood and body fluids. HIV is NOT transmitted indirectly by touching or working around people who are HIV-positive.

WORKPLACE TRANSMISSION (continued)

HIV (AIDS)(continued):

Employees can prevent getting HIV by stopping the passage of the virus from a person who has HIV to them. In many instances, the employee has control over the activities that can transmit HIV. Since HIV is most frequently transmitted by sharing needles or through sexual intercourse, employees can stop transmission by refusing to engage in these behaviors.

Hepatitis B

Hepatitis is a general term used to describe inflammation (swelling) of the liver. Alcohol, certain chemicals or drugs, and viruses such as hepatitis A, B, C, D, E and G may cause hepatitis.

- Hepatitis B is a serious, sometimes fatal disease, caused by a virus that infects and attacks the liver. The virus is transmitted through direct contact with infected blood, semen, or vaginal fluid. It is primarily spread through sexual contact.
- In studies that examine transmission following injections into the skin, HBV is 100 times more contagious than HIV.
- **HBV can also be transmitted indirectly because it can survive on surfaces dried and at room temperature for at least a week!** That's why contaminated surfaces are a major factor in the spread of HBV.
- Each year there are up to 200,000 new infections and 5,000 hepatitis B related deaths in the U.S. (compared to 40,000 new HIV infections per year.
- One in approximately 20 persons now has, or will one day have, hepatitis B
- Transmission of hepatitis B is preventable:
 - Use latex condoms during sex
 - Do not share needles
 - Use universal precautions in the workplace
 - Get the hepatitis B vaccination

WORKPLACE TRANSMISSION (continued)

Hepatitis C

Hepatitis is a general term used to describe inflammation (swelling) of the liver. Alcohol, certain chemicals or drugs, and viruses such as hepatitis A, B, C, D, E and G may cause hepatitis.

- Hepatitis C is a serious, often fatal disease, caused by a virus that infects and attacks the liver. HCV is more common than hepatitis B and ranks slightly below alcoholism as a cause of liver disease.
- However, HCV is not as infectious as HBV because there are generally lower levels of the hepatitis C virus in the blood than of the hepatitis B virus
- HCV is primarily transmitted through blood-to-blood contact -- most commonly through shared needles. The risk of transmitting HCV through sexual contact appears to be low, but precautions should be taken anyway. HCV cannot be transmitted by casual contact such as shaking hands or sharing bathroom facilities.
- Up to 180,000 people may become infected with HCV each year in the U.S.
- Transmission of hepatitis C is preventable:
 - Use latex condoms during sex
 - Do not share needles
 - Use universal precautions in the workplace
 - **HOWEVER**, unlike hepatitis B, currently there is **NO VACCINE** for hepatitis C. And also unlike HBV, there is no drug to prevent HCV infection after an exposure.

Guidelines for Handling Blood and Other Bodily Fluids

Many personnel are concerned that HIV may be spread through contact with blood and other body fluids when an accident occurs at work.

HIV, as noted earlier, has been found in significant concentrations in blood, semen, vaginal secretions, and breast milk. Other body fluids, such as feces, urine, vomit, nasal secretions, tears, sputum, sweat, and saliva do not transmit HIV unless they contain visible blood. However, these body fluids do contain potentially infectious germs from diseases other than AIDS. **If an individual has contact with any of these body fluids, they are at risk of infection from these germs.** It should be remembered that the risk of transmission of these germs depends on many factors, including the type of fluid contacted, the type of contact made, and the duration of the contact.

Very simply, it is good hygiene policy to treat all spills of body fluids as *infectious* in order to protect personnel from becoming infected with any germs and viruses. The procedures outlined below offer protection from all types of infection, and should be followed routinely.

How Should Blood and Body Fluid Spills be Handled?

Whenever possible, employees shall wear disposable, waterproof gloves when they expect to come into direct hand contact with body fluids (when treating bloody noses, handling clothes soiled by incontinence, or cleaning small spills by hand). Gloves used for this purpose shall be put in a plastic bag or lined trash can, secured, and disposed of daily. Hands should always be washed after gloves are removed, even if the gloves appear to be intact.

If an employee has unexpected contact with body fluids or if gloves are not available (for example, applying pressure to a bleeding wound), the employee shall wash their hands and other affected skin for at least 30 seconds with soap and water after the direct contact has ended. This precaution is recommended to prevent exposure to other pathogens, not just HIV. As has been discussed, blood, semen, vaginal secretions, and blood-contaminated body fluids transmit HIV. Wiping a runny nose, saliva, or vomit does not pose a risk for HIV transmission.

Handwashing

Proper handwashing requires the use of soap and warm water and vigorous washing under a stream of running water for at least 30 seconds. If hands remain visibly soiled, more washing is required. Scrubbing hands with soap will suspend easily removable soil and microorganisms, allowing them to be washed off. Running water is necessary to carry away dirt and debris. Rinse your hands under running water and dry them thoroughly with paper towels or a blow dryer. When hand-washing facilities are not available, use a waterless antiseptic cleanser, following the manufacturer's directions for use.

Disinfectants

An EPA approved germicide or a solution of 99 parts water to 1 part household bleach (or ¼ cup bleach to one gallon of water) will inactivate HIV, and should be used to clean all body fluid spills. Higher concentrations of bleach can be corrosive, and are unnecessary. Surfaces should be cleaned thoroughly prior to disinfection.

Disinfecting Hard Surfaces and Caring for Equipment

Although hard surfaces have not been found to be a means of transmitting HIV, it is good hygiene policy to clean any soiled hard surfaces thoroughly. To do this, scrub the surface to remove any soil and apply a germicide (like the bleach/water solution described above) to the equipment used. Mops should be soaked in this solution after use and rinsed thoroughly with warm water. The solution should be promptly disposed of down a drainpipe. Remove gloves and discard them in appropriate receptacles, and wash hands as described above.

Laundry Instructions for Clothing Soiled with Body Fluids

It is important to remember that laundry has never been implicated in the transmission of HIV. To ensure safety from transmission of other germs, contaminated clothes must be laundered with soap and water to eliminate potentially infectious agents. The addition of bleach will further reduce the number of potentially infectious agents. Clothing soaked with body fluids may be washed separately from other items. Pre-soaking may be required for heavily soiled clothing. Otherwise, wash and dry as usual, following the directions provided by the manufacturer of the laundry detergent. If the material can be bleached, add $\frac{1}{2}$ cup of household bleach to the wash cycle. If the material is not colorfast, add $\frac{1}{2}$ cup of non-chlorine bleach to the wash cycle.

It is good hygiene to treat all bodily fluids as infectious.

Hazardous Material Spill Response

Purpose:

To establish the policy and procedures regarding Management and employee response and actions to a hazardous material spill or leak.

Policy:

Federal, state, and local environmental laws dictate the specific handling and disposal methods of hazardous materials. Failure to comply with these laws can be very costly as well as environmentally negligent. McDonagh Demolition, Inc will fully comply with all laws and regulations pertaining to the handling and disposal methods of hazardous materials. McDonagh Demolition, Inc (hereinafter referred to as, "the Company") will train all employees in the proper procedures to follow and what to do when they encounter a hazardous spill or leak.

Overview:

There are four classifications of hazardous chemicals that employees will likely come into contact with. These are:

IGNITABLES---TOXICS---CAUSTICS---REACTIVES

IGNITABLES- Ignitable products are either flammable or combustible. A spill of this nature creates two problems: one involving the potential for explosion and/or fire, and the other is the pollution of the environment. Examples are gasoline, paint thinners, petroleum solvents, alcohol, and adhesives.

TOXICS- These products are poisonous to the body and can cause illness or death. Examples are anti-freeze, paint, insecticides, fertilizer, and cleaning fluids.

CAUSTICS- A caustic is anything that burns, strongly irritates, corrodes or simply destroys the skin. Examples are acids and drain cleaners.

REACTIVES- These products react violently when mixed with other products. The most common example is dry or liquid chlorine.

Procedure:

Regardless of the nature of the spill, and before starting any cleanup activities, the employee(s) shall always secure the area around the spill. This is to include asking all other unnecessary employees and customers to move a safe distance away from the spill site. The employee(s) shall also barricade or cordon off access to the site with tape or other visual barriers as needed to keep people from wandering into the spill site. Once the area is secure, Management shall be notified of the spill, its location, and when the area is clean. Management shall also notify public officials as necessary.

Procedure:(continued)

Employee(s) that are required and directed to conduct the cleanup shall always check the warning label of an unbroken container or the Material Safety Data Sheet (MSDS) of the product involved in the spill or leak. Either the product label or the MSDS should have cleanup procedures (Section VII of the MSDS form). If not, or if time does not permit, the employee(s) shall consider the product extremely hazardous and use the following cleanup procedure:

1. Immediately shut off or eliminate all possible sources of ignition to include turning off anything that might produce a spark, flame, or friction.
2. A fire extinguisher must accompany all ignitable spill cleanups.
3. Cover the spill or leak with absorbent materials to reduce evaporation.
4. Ventilate the area as well as possible by opening doors and windows.
5. If a spill is large, a fan shall be set up at least ten feet from the person cleaning up the spill. The fan shall be behind the person cleaning up the spill to blow the hazardous vapors away from their breathing area.
6. Wear safety goggles, gloves, disposable overshoes, and respirator (as necessary) prior to cleaning up the substance.
7. Small spills (one pint or less) can be cleaned up with absorbent materials (rags, paper towels, etc.), and placed into a plastic bag. These bags will be labeled as a flammable or combustible. The label on the bag must also have the following information: (1) the name of the product in the bag, (2) the quantity of material in the bag, (3) name of manufacturer, (4) and the date of the spill. The words "Hazardous Waste" must be clearly marked on the bag.
8. After the spill area is thoroughly dry, the spill area shall be scrubbed with a mild detergent using a broom or mop.
9. Disposal shall be in accordance to guidelines of local and state regulations. The bags shall then be placed in properly labeled containers for disposal. Coleman McDonagh (hereinafter referred to as, "the Safety and health Manager") shall ensure that storage and disposal shall be in accordance to guidelines of local and state regulations.
10. All efforts shall be taken to prevent hazardous material from entering sewage systems. If infiltration occurs, the fire department shall be notified.

Employee(s) in contact with the hazardous material shall be informed to recognize physical symptoms of accidental exposure (found in MSDS Section VI). They shall be told that if they develop a *skin rash, shortness of breath, asthma or any abnormal condition, they are to see a doctor immediately for an evaluation!*

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**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 _____

Submitted By _____

Title _____

Permanent Main Office Address _____

Local Address _____

Local Telephone No. and FAX No. _____

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NO. 1461

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 _____
- B. State and City in which incorporated _____
- 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

- E. Names and titles of officers authorized to sign contracts

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 _____ day of _____ 20 _____

(SEAL)

Notary Public
My Commission expires:

Date: _____

DISCLOSURE AFFIDAVIT

Name: _____

Address: _____

Telephone No.: _____

Federal Employer I.D. #: _____ 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 _____, as _____
(Name) (Title)

and on behalf of _____
("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 type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization _____

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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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.

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. 1461

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

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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.

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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.

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.

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

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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:

(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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer or Contractor)

Notary Public Signature and Seal

PUBLIC BUILDING COMMISSION OF CHICAGO
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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).

FINANCIAL STATEMENT (To be inserted by the Bidder)

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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:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

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

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

_____ a Sole Proprietor _____ 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.

**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)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE _____ WBE _____ Non-MBE/WBE _____

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.

**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

Contract No. 1461

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 24.01.10, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions of Section 24.01.10. 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 24.01.10 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

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PERFORMANCE AND PAYMENT BOND SPECIMEN Contract No. SPECIMEN
Bond No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____

with offices in the _____ State of _____
as _____ Corporate _____ Principal, and _____

a corporation organized and existing under the laws of the State of _____, 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
_____ Dollars

(\$ _____) 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 we, as the Principal entered into a certain Contract,
hereto attached, with the Commission, date _____, 20____, for the
furnishing, fabrication, delivery and installation of _____

SPECIMEN

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

PUBLIC BUILDING COMMISSION OF CHICAGO
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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 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 on said Contract with the Commission as originally executed by said Principal and the Commission or 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 _____ dollars (\$ _____), 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

ADDENDUM NO. 01 TO CONTRACT NO. 1461

FOR

**Job Order Contract
For
Campus Park Improvements and
Phase I Site Preparations**

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

DATE: January 10, 2008

NOTICE OF CHANGES IN CONTRACT DOCUMENTS

The following changes are hereby made in the Contract Documents.

CHANGES IN BOOK 2

Item # 1: Book 2:

Delete the first paragraph of Section 5.02

Replace with the following:

"Before award of the Contract, the Contractor will deliver to the Commission a Performance and Payment Bond in the penal sum as set forth in Book 1. The bonds will cover the base term of the contract (2 years) 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."

Item #2: Book 2 Section 9.03 Superintendence:

Delete paragraph 1 and replace with the following:

"The Contractor must keep on the Project throughout its duration a competent experienced and qualified Superintendent and any necessary assistants, all of whom must be satisfactory to the

Mayor Richard M. Daley, Chairman

Montel Gayles, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

Commission. The resume(s) of the Superintendent(s) will be submitted with the Contractor's Management Plan. During the course of the contract if additional Superintendent(s) are assigned, their resume(s) must be submitted to the Commission and his/her assignment needs to be approved by the Commission. The Contractor shall not assign more than (4) projects to Superintendent(s) without the prior approval of the Commission. Exceptions will be made for projects under \$100,000. Large, complex projects will require the assignment of a Superintendent dedicated to only that project."

Item #3: Book 2 Section 13.08

Add the following:

"4. The warranty provided for irrigation systems shall be two (2) years. The project's scope of work will specify the number of winter shut downs and spring start ups which are paid for with line item number 02441-0001C."

Item #4: Book 2 Section 14.04 Paragraph 3:

Delete and replace with the following:

"The Contractor shall be reimbursed for all testing, at the appropriate rate shown in the Construction Task Catalog®."

Item #5: Book 2 Section 20.08. 5:

Delete paragraph c:

"Brownfield Redevelopment – Provide a copy of the Phase II and closure report, with detailed narrative describing site impact and remediation efforts undertaken by the project."

Item #6: Book 2 Section 20.09:

Delete the last sentence of paragraph 1 and replace with the following:

"The cost of the TACO tests will be paid for by the appropriate line item in Book 3."

Item #7: Book 2, JOC General Conditions, Article III. B. 6. b.

Add the following before the first sentence.

Mayor Richard M. Daley, Chairman

Montel Gayles, Executive Director

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"The Commission will review the Contractor's Price Proposal, send comments, if any, to the Contractor and establish a date for a Proposal Review Meeting to discuss the proposal and comments. It is required for all projects that the Contractor attend the review meeting to be held at the PBC offices. Proposal Review meetings will not be required for project under \$100,000."

Item #8: Book 2, JOC General Conditions, Article IV. B. 5:

Delete the last paragraph: When the Contractor is constructing multiple Work Orders, each Work Order site will have its own Superintendent and supervisory staff."

Item #9: Book 2, JOC General Conditions, Article VIII. A. 3.

Delete and replace with:

"The commission will notify the Contractor at least 60 days prior to the expiration of a term of the intentions of the Commission to extend the contract or not. The Contractor may choose to decline acceptance of extension period but must do so within 7 days of receipt of the notice to extend."

CHANGES IN BOOK 3

Item #10: Book 3A and Book 3B:

Delete Pages 00-01 to 00-08 in both Book 3A and Book 3B:

Replace with Exhibit #1

Item #11: Book 3: Section 2:

Add the following line item:

01580-0004 EA Campus Park Bronze Sign\$1,750.00

Request for Information Questions and Answers:

RFI # 1

Question: Under Section 02110 Demolition of the CTC there are only selective demolition items in section 02112. Section 02112-0001 references CTC Sections 02111-1000 and 02111-2000 which are not in the CTC for this bid package. Are these 2 sections going to be added to the CTC?

Response: No. Delete the note in Book 3B under line item 02112-0001

Mayor Richard M. Daley, Chairman

Montel Gayles, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

RFI #2

Response: How is total building demolition going to be priced? The CTC only has selective demolition tasks in Section 02112:

Response: Building demolition will be non pre-priced.

RFI #3

Question: Our bonding company has a question regarding the extent of the environmental work. Can you provide more details regarding the scope of the environmental work (asbestos, lead, contaminated ground water/soil) and what percentage of the total contract value this work may entail?

Response: Prior to the demolition of buildings, environmental assessment reports are created for the building and the site. Typically, asbestos, lead, containerized waste and universal waste are found in the buildings. Additionally, the site may contain USTs, and contaminated soil materials that must be removed from the site." We are unable to estimate the percentage of the total contract value of this work.

RFI #4

Question: Regarding the term of the contract, is the option of the two, 2 year extensions at the sole discretion of the PBCC? In other words, can the contractor opt out of the extensions?

Response: See Item #9 above.

RFI #5

Question: Our bond company wants to know if the duration of the initial bond is 2 years and if so, if the PBC decides to extend the contract is there any penalty or consequence if the bond company does not renew the bond?

Response: See Item #1 above regarding the bonding.

RFI #6

Question: How will the performance and payment bond be handled if the contract is extended? Will the bond only cover the initial 2 year contract and expire at that term end, and will a new bond be required at contract renewal? Will the bond have a specific expiration date?

Response: See Item #1 above regarding the bonding.

RFI #7

Question: When developing costs for projects assigned using the Construction Task Catalog, are we to first use costs found in Book 3A, then if the item is not found, use costs in Book 3B?

Mayor Richard M. Daley, Chairman

Montel Gayles, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

Response: Yes

RFI #8

Question: Note #2 on Page 00-2 in Book 3A states that hauling and dump fees are excluded from the demolition task items. Book 4 Tech Specs for Book 3A states that Selective Demolition items include disposal. Define disposal and its inclusions?

Response: Delete the Note #2 under Demolition on Page 00-2 in Book 3a only.

RFI #9

Question: If a project was to remove and dispose of 100 LF of Curb and Gutter, would the proposal only include line item 02112-0011C? Is this line item intended to be totally all inclusive with no other line items being applicable such as mobilization or dump fees?

Response: Yes

RFI #10

Question: Is winter protection such as blankets, heaters, etc. included under "Construction Related Costs", Note #18 referencing extreme temperatures? If winter protection is included for the line items does PBC pay this added cost year round?

Response: The cost is to be included in the Adjustment Factor.

RFI # 11

Question: No bulk factors are listed in the "Using The Construction Task Catalog", what are the acceptable bulk factors for concrete and asphalt?

Response: See Exhibit 1 below.

RFI #12

Question: Is concrete and HMA QA/QC included in the adjustment factor or included in individual task items? If so, what is expected for QA/QC testing? What is the contractor to include for testing?

Response: See Exhibit 1 below.

RFI #13

Question: Can the Bid Date be extended two weeks

Response: NO

Mayor Richard M. Daley, Chairman

Montel Gayles, Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

RFI #14

Question: The documents call for a \$6,000,000 performance and payment bond. Will the cost of this bond be billed at contract signing? The bond cost then would be recaptured on a pro rata basis until \$6,000,000 of work has been performed

Response: NO, see item #1 above regarding bonding

RFI #15

Question: Will the PBC accept a 2 year renewable term bond?

Response: See item #1 above regarding bonding

RFI #16

Question: How will incidental engineering and architectural services be paid?

Response: In your adjustment factor

Mayor Richard M. Daley, Chairman

Montel Gayles, Executive Director

ADDENDUM NO. 1

DATE: January 10, 2008



CTC Information:

1. This catalog was created specifically for **Public Building Commission of Chicago**, and published in January 2008 by The Gordian Group Inc.

The Unit Prices Include:

LABOR COSTS:

1. Labor costs include direct labor through the working foreperson level at straight-time prevailing wage rates including published fringe benefits and an allowance for Social Security and Medicare taxes, worker's compensation, unemployment insurance and employee benefits.
2. Labor costs are based on workers familiar with and skilled in the performance of the task following OSHA requirements.
3. Labor costs include time lost for normal work breaks, layout, measuring and cutting to fit, clean-up of regular construction debris, inspection, permit compliance, job meetings and start-up.

EQUIPMENT COSTS:

1. Equipment costs include all equipment required to accomplish the work task. Allowance for the mobilization for large equipment (e.g. cranes, pile drivers, bulldozers, excavators, backhoes, bobcats etc.) is provided for under a separate work task.
2. Equipment costs are based on ownership rates. The rate difference between the Contractor owned equipment costs and the rental equipment costs are part of the adjustment factor.
3. Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc. including the operator unless specifically excluded.

MATERIAL COSTS:

1. Material costs include the cost of the material being installed and all incidentals and accessories integral to the installation.
2. Material costs include manufacturer's and/or fabricator's shop drawings.
3. Material costs include an allowance for waste for such materials that are typically provided in standard widths, lengths, weights and units such as pipe, conduit, lumber and concrete.

Complete and In-Place Construction:

1. Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.
2. Unit Prices include delivery, unloading and storing materials, tools and equipment on site; moving, materials, tools and equipment from storage area to reach the site.

Demolition:

1. Unit prices for demolition include all labor, equipment and material required for the complete removal of the required items; clean-up of the area; and transferring into a truck or dumpster or to a designated area for owner requested items.
2. Unit prices for demolition exclude costs for hauling (See 02119), dump fees (See 02119), dumpsters (See 01510), unless the task description states otherwise.
3. If the item being demolished is attached to another item being removed and can be removed as one item, then that item shall not be priced as a separate demolition task, unless the component alone must be demolished to accomplish the task (e.g. demolition of pipe includes pipe fittings unless the fitting must be demolished separately to



- accomplish the task; demolition of a wood door includes hinges, hardware, closures, kick plates, etc.).
4. The description "replace" includes the demolition of the existing item and the installation of the new item.
 5. The descriptions "remove and relocate" or "remove and reinstall" includes the removal, cleaning of item and installation of the existing item in either the same location or another location.
 6. The description "reinstall" includes the cleaning and installation of the existing item.
 7. Salvageable materials remain the property of the Owner and shall be turned over as directed unless otherwise provided for in the Job Order.

The Adjustment Factors Include:

BUSINESS COSTS:

1. Overhead costs, including but not limited to;
 - home office overhead
 - insurance, bonds, and indemnification
 - project meetings, training, management and supervision
 - mobilization and close-out for the contract and each Job Order
 - project office staff and equipment.
2. Profit.
3. Subcontractor's overhead and profit.
4. All taxes for which a waiver is not available including material sales tax and equipment rental.
5. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
6. 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.
7. Cost of financing the work.

8. Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

CONSTRUCTION RELATED COSTS:

1. Services required to obtain filings, building permits, street closure permits, and all other permits or licenses.
2. Costs incurred to investigate work sites necessary to prepare proposals and the preparation and modification of proposals, sketches, incidental drawings such as irrigation layout drawings and drawings for sizing and layout of fire sprinkler systems, submittals, as-built drawings, CADD drawings, microfilm, digital photographs and other project records.
3. Costs incurred to define and modify scopes of work including but not limited to engineering and architectural services as required to support a work order. The Contractor will be reimbursed for Professional Architectural and Engineering drawings that are required to be stamped by a licensed Architect or Engineer.
4. Office trailer and portable toilets for Contractor's use.
5. Construction vehicles such as pick-up trucks, utility trucks, vans, service trucks, flat bed trucks, tractors, trailers, etc.
6. Storage devices or items such as gang boxes and storage containers for Contractor's tools, equipment and materials.
7. Personnel safety equipment (hard hats, ropes, harness, etc.) and basic safety signage, railings, tape, roping, cable, markings, cones, etc.
8. All traffic barricades, except for those tasks listed in Section 01560 0033: Traffic Protection - Rental
9. Flagmen, groundmen and/or spotters required for traffic control and required to control the safety of the work site, workmen and pedestrians.
10. Meeting Owner security requirements.



11. Excess waste of such materials like pipe, conduit, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
12. Protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, temporary masonite and plywood (except for temporary walls), sealing doors or windows, etc. are the Contractor's responsibility
13. Daily clean-up.
14. Final professional project clean-up.
15. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
16. Costs resulting from productivity loss.
17. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
18. Differences in project size; complexity and location.
19. All costs for other than discreet items of work specifically required to complete a particular Job Order.
20. Costs associated with Underground Utility location and identification.
21. This list of costs is not exhaustive and is intended to provide general examples of costs to be included in the Contractor's Adjustment Factor.

PRICE VARIATIONS:

1. Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
2. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of

the Contractor to verify the unit prices and to modify their Adjustment Factors accordingly.

GENERAL:

1. The only compensation to be paid to a Contractor for the work tasks will be:

Published Unit Price	X	Installation (or Demolition) Quantity	X	Appropriate Adjustment Factor
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2. No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

General Interpretations:

FIELD ENGINEERING:

1. Surveying tasks shall be used only when the Commission requests the Contractor to perform topographic surveys or property line surveys or to establish horizontal and vertical controls. If the Commission provides horizontal and vertical control points within or adjacent to the site, any other surveying required to complete the work is considered construction staking or layout and the cost thereof is included in the appropriate task.

ASSEMBLIES:

1. Assembly unit prices take precedence over individual component pricing.

TESTING:

1. Contractor will be paid for testing as required by the technical specifications and as directed by the Commission (record tests) at the unit price for the appropriate task. The cost of process quality control testing routinely performed by the Contractor is included in the unit prices for the individual tasks.



MISCELLANEOUS:

1. For the purpose of quantity discounts, quantities are calculated on a per project basis. The quantity discount applies to the total quantity so determined.
2. Whenever there are alternative tasks that may be selected to complete work the Contractor shall select the most practical and economical tasks available (e.g. rental of equipment by weeks or months rather than days).
3. Whenever a material, article or piece of equipment is identified in the CTC or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, or make, the identification is intended to establish a standard. Any material, article or equipment of another manufacturer or vendor which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Commission, the material, article or equipment so proposed is of equal quality, substance and function. The Contractor shall not provide, furnish or install any proposed material, article or equipment without the prior written approval of the Commission. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

SPECIFICATIONS:

1. Specifications for tasks shall be interpreted as follows: All labor, material, equipment, spare parts, services, and work required by a specification shall be considered part of the unit price, unless the task description or technical specifications state otherwise.

Useful Information:

UNIT OF MEASURE DEFINITIONS:

ACR - Acre, **BAG** - Bag, **BBL** - Barrel, **BCY** - Bank (In-place) Cubic Yards, **BF** - Board Foot, **BOX** - Box
January 2008

(each), **BTU** - British Thermal Unit, **C** - One Hundred, **CCF** - One Hundred Cubic Feet, **CCY** - Compacted Cubic Yards, **CF** - Cubic Foot, **CFM** - Cubic Feet Per Minute, **CI** - Cubic Inch, **CLF** - One Hundred Linear Feet, **CSF** - One Hundred Square Feet, **CSY** - Hundred Square Yards, **CWT** - Carton Weight, **CY** - Cubic Yard, **CYM** - Cubic Yard Mile, **DAY** - Day, **DRM** - Drum (each), **EA** - Each, **FLR** - Floor (Per Floor), **FT** - Foot, **GAL** - Gallon, **GSF** - Ground Square Foot, **HR** - Hour, **HWT** - Hundred Carton Weight, **HYR** - Half Year, **IN** - Inch, **JOB** - Job, **LAN** - Lane, **LB** - Pound, **LCY** - Loose (Excavated) Cubic Yards, **LF** - Linear Foot, **LFD** - Linear Feet Per Day, **LIT** - Liter, **LOT** - Lot, **MBF** - One Thousand Board Feet, **MBH** - One Thousand British Thermal Units, **MCF** - One Thousand Cubic Feet, **MF3** - One Thousand Cubic Feet Per Minute, **MGL** - One Thousand Gallons, **MI** - Mile, **MLF** - One Thousand Linear Feet, **MO** - Month, **MSF** - One Thousand Square Feet, **MSY** - One Thousand Square Yards, **MT** - Metric Ton, **MTK** - Metric Ton Kilometer, **M2** - Square Meter, **M3K** - Cubic Meter Kilometer, **NPP** - Non Pre-Priced, **NTE** - Note, **OPN** - Opening, **OUT** - Outlet or Output (each), **OZ** - Ounce, **PKG** - Package, **PNT** - Point, **PR** - Pair, **QT** - Quart, **ROL** - Roll (each), **ROM** - Room, **ROW** - Row, **RSR** - Riser (Per Rise), **SEA** - Seat, **SET** - Set, **SF** - Square Foot, **SHT** - Sheet, **SI** - Square Inch, **STP** - Stop (each), **SQ** - Square or One Hundred Square Feet, **SY** - Square Yard, **SYI** - Inches per Square Yard, **TNM** - Tons per Mile, **TON** - Ton, **TRK** - Truck Load, **UI** - United Inch, **UNT** - Unit, **VLF** - Vertical Linear Foot, **WK** - Week, **YD** - Yard, **YR** - Year

MATERIAL WEIGHTS:

EARTHEN MATERIAL

1. The following engineering values for establishing shrink/swell factors shall be used unless otherwise directed by the Commission.



Material	Material Weight (Lbs Per CY)		
	In-place (Bank)	Loose (Excavated Materials)	Compacted
Earth, Common (Average)	3170	2536	3520
Sand	2880	2590	3240
Earth, Rock Mix. (75% E/ 25% R)	3380	2370	3720
Earth, Rock Mix. (50% E/50% R)	3750	2710	4000
Earth, Rock Mix. (25% E/ 75% R)	4120	3140	3680
Gravel (Average)	3280	2730	3570
Limestone	4380	2690	3220
Riprap Rock (Average)	4500	2610	3150
Granite	4540	2640	3170
Basalt	4950	3020	3640
Clay	3220	2150	3570
Gneiss	4550	2720	3180

CONVERSIONS:

1 Acre = 43,560 Square Feet = 4046.8 Square Meters

1 Board Foot = 12" x 12" x 1" = 144 Cubic Inches

1 Centimeter = 0.3937 Inches = 0.0328 Feet

1 Cubic Foot = 0.03704 Cubic Yards = 0.02832 Cubic Meters

1 Cubic Meter = 1.3080 Cubic Yards = 35.3147 Cubic Feet

1 Cubic Yard = 27 Cubic Feet = 0.7646 Cubic Meters

1 Foot = 12 Inches = 0.3048 Meters

1 Inch = 2.54 Centimeters = 0.0254 Meters

1 Kilogram = 2.2046 Pounds

1 Kilometer = 0.6214 Miles = 3280 Feet

1 Meter = 100 Centimeters = 3.2808 Feet

1 Mile = 5280 Feet = 1.6093 Kilometers

1 Pound = 0.4536 Kilograms

1 Square Foot = 144 Square Inches = .0929 Square Meters

1 Square Meter = 1.1960 Square Yards = 10.7639 Square Feet

1 Square Yard = 9 Square Feet = 0.8361 Square Meters

1 Ton = 2000 Pounds = 907.185 Kilograms

1 Yard = 3 Feet = 0.9144 Meters

STANDARD GEOMETRY:

Circle

- Circumference = 2 π radius = π diameter
- Area = π radius² = π (diameter² / 4)

Cylinder

- Volume = (π radius²)height
- Surface Area = 2 π radius²+(2 π radius)height

Sphere

- Volume = (4 π radius³) / 3
- Surface Area = 4 π radius²

π = 3.14159

TRADEMARKS

1. PROGEN, Construction Task Catalog, Catalog of Construction Tasks, DMAP, and eGordian are either registered trademarks or trademarks of The Gordian Group, Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

BULK FACTORS FOR DEMOLITION:

- The following bulk factors shall be used to calculate the volume of demolished material to be transported from the site. These factors shall not be used in the calculation of the tonnage for disposal. Only in-place volumes as converted to tones shall be used to calculate the tons for disposal.

Asphalt = 1.25

Concrete = 1.40



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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____

Description or goods or services to be provided under Contract: # 1463

2. Name of Contractor: McDONAGH DEMOLITION, INC.

3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
<u>SEE ATTACHED</u>			

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

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

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

Geraldine Mc Donagh
Signature

2-19-2008
Date

GERALDINE McDONAGH
Name (Type or Print)

PRESIDENT
Title

Subscribed and sworn to before me

this 19th day of FEB, 2008

Rudolph J Smolka
Notary Public



180
A
1800
1800
1800

Retained Parties

Name	Business Address	Relationship	Fees
Brown, Kaplan & Liss LLP	500 Davis St #502 Evanston, IL 60201	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
BBD Trucking Company, Inc	7432 South Chicago Ave Chicago, IL 60619	Sub-Contractor MBE	Unknown
E. King Construction Co.	3865 W Columbus Ave Chicago, IL 60652	Sub-Contractor WBE	Unknown
Jos. Cacciatore & Co. Insurance	527 S Wabash Ave Chicago, IL	Insurance	Unknown
T.A. Cummings Jr Company	4153 Main Street Skokie, IL 60406-0627	Insurance	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
Trims Trucking	16020 S Lincoln Ave Harvey, IL 60426	MBE - Trucking	Unknown
Christy Webber & Company D/b/a Christy Webber Landscapes	2900 W Ferdinand Ave Chicago, IL 60612	Sub-Contractor WBE- Landscaping	Unknown
Cable Communications	6200 S Oakley St Chicago, IL 60636	Sub-Contractor MBE- Electrical	Unknown
Sanchez Complete Paving Service	16309 S Crawford Ave Markham, IL 60426	Sub-Contractor	Unknown
Brandenburg Industrial Service Co.	2625 South Loomis St Chicago, IL 60608-5414	Sub-Contractor	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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2008

PRODUCER (847)679-7350 FAX (847)679-7361
T.A. Cummings Jr. Company
4153 Main St.
Skokie, IL 60076

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
605 N Kedzie
Chicago, IL 60612

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	
INSURER B: Liberty Mutual	
INSURER C:	
INSURER D:	
INSURER E:	

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

INSR ADD'L TO INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	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	CAA5324426	06/28/2007	06/28/2008	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC7345510015017	07/08/2007	07/08/2008	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Contract #1461 Certificate Holder is listed as a primary/non-contributory additional insured with respect to commercial auto coverage per policy terms & conditions.

CERTIFICATE HOLDER

Public Building Commission of Chicago
50 W. Washington, Ste. 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Cummings/JV

T.A. Cummings Jr.

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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.