



**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

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**DOCUMENT SUBMITTAL CHECKLIST**

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

1. X Bid Form 1, Bid Form 2 and Bid Form 3 (Section Five)
2. X Submit Appropriate Proposal (Section Five)  
X 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. X Affidavit of Uncompleted Work (Book 1, Section Six)
4. X Affidavit of Non-Collusion (Book 1, Section Six)
5. X Disclosure of Retained Parties (Book 1, Section Six)
6. X Acceptance of the Bid (Book 1, Section Six)
7. u/A Schedule B – Affidavit of Joint Venture (if applicable) (Book 1, Section Six)
8. X Management Plan (To Be Inserted By the Bidder) (Book 1, Section One)
9. X Bid Guarantee (To Be Inserted By the Bidder) (Book 1, Section Two)
10. X 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. X Statement of Bidder's Qualifications (Book 1, Section Seven)
2. X Disclosure Affidavit (Book 1, Section Two, Book 1 Section Seven and Article 16 and Book 2, Section 21.13)
3. X 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:

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**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](mailto: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 2<sup>nd</sup> 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 40%. 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.

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**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

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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	34.500	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
PILEDRIIVER				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
TUCK POINTER	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 installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine,

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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 are installed in a similar manner.

**TERRAZZO FINISHER**

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

**TRAFFIC SAFETY**

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

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

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

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

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

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

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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 Flows; 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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**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 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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<b>Line 26.</b>	% 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>
<b>Line 27.</b>	Multiply Line 17 by Line 26 by 0.03	<u>\$ 45,318</u>
<b>Line 28.</b>	% 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>
<b>Line 29.</b>	Multiply Line 17 by Line 28 by 0.01	<u>\$ 45,318</u>
<b>Line 30.</b>	Summation of lines 19,21,23,25, 27 and 29	<u>\$725,088</u>
<b>Line 31.</b>	Subtract line 30 from Line 17	<u>\$14,380,915</u>
		<b>(Award Criteria Figure)</b>

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



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**3. Community Hiring Bonuses**

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

- A. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- B. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Section 5 "Basis of Award (Award Criteria)," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.
- C. Definitions
  - 1. "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.
  - 2. "Residents of the project community" shall mean persons domiciled within the Ward in which the Site is located.
  - 3. "New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

**4. Liquidated Damages**

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted in the Proposal on Lines 18, 20, 22, 24, 26 and 28 of the Canvassing Formula, covering Journeyworkers, Apprentices, and Laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor. Since the Job Order Contract is a form of indefinite quantity contract, Liquidated Damages will be calculated based on the sum amounts of the Work Orders awarded to the Contractor.

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

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

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

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

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

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

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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:

Awarded Work Order Amount X .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.

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**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**


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**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:**

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## 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**

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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

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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: \_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
CONTRACT No. 1461

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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**

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

**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 McDonald  
Signature

January 14, 2006

Date

Geraldine McDonald  
Name (Type or Print)

President  
Title

McDonagh Demolition, Inc

Bidder Name

605 N Kedzie Ave

Address

Chicago IL 60612  
City State Zip

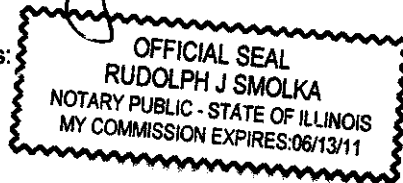
Subscribed and sworn to before me

this 14 day of JANUARY, 2008

Rudolph J Smolka  
Notary Public

(SEAL)

Commission expires:



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1461

BID FORM B: Affidavit Of Non-collusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

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

- (1) He/She is President  
(Owner, Partner, Officer, Representative or Agent) of  
McDonagh Demolition, Inc.  
the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

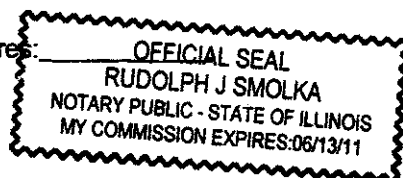
Geraldine McDonagh  
(Signed)  
President

(Title)

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

Rudolph J Smolka  
NOTARY PUBLIC  
(Title)

My Commission expires:



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No. 1461**

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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)

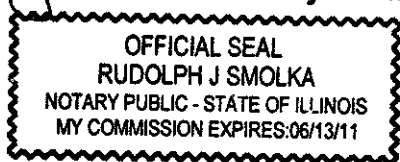
Title

Subscribed and sworn to before me

this 14 day of JAN 2008

Rudolph J Smolka

Notary Public





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1461

BID FORM D: Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Edmund Johnson  
Secretary

Rudolph J Smolka  
Chairman

CONTRACTING PARTY

(Print or type names underneath all signatures)

McDonagh Demolition, Inc.  
Contractor Name

605 N Kedzie Ave Chicago, IL 60612  
Address

If a Corporation:

By Gabriel McDonagh  
ATTEST: Colman McDonagh  
By

President  
Title of Signatory

Secretary  
Title

CORPORATE SEAL

If a Partnership:

Partner

Address

Partner

Address

Partner

Address

If a Sole Proprietorship:

Signature

NOTARY PUBLIC

County of COOK

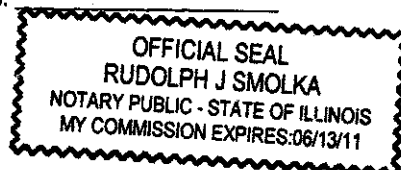
State of IL

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

Rudolph J Smolka  
Notary Public Signature

(SEAL)

Commission Expires:



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**CONTRACT No. 1461**

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1463

**PERFORMANCE AND PAYMENT BOND**

Contract No. 1463

Bond No. 0465547

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

International Fidelity Insurance Company

1560 Wall Street, Ste 112

Naperville, IL 60563

a corporation organized and existing under the laws of the State of New Jersey, with offices in the State of \*Illinois\*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum ---Six Million Dollars & No/100--- (\$6,000,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated February 13, 2008, for the fabrication, delivery, performance and installation of

Job Order Contract (JOC Program)

Various Project Locations,

Campus Park Improvements & Phase I Site Preparation

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1463

assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of **--Six Million Dollars & No/100-- (\$6,000,000.00)**, shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1463

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this **February 18, 2008** the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

Business Address

City

State

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Individual Principal (Seal)

CORPORATE SEAL

ATTEST:

BY

Secretary  
Title

605 N. Kedzie Avenue  
Chicago, IL 60612

BY

Witness

PO Box 39, New Lenox, IL 60451  
Business Address & Telephone 815-485-4100

McDonagh Demolition, Inc.  
Corporate Principal

BY

President  
Title

International Fidelity Insurance Company  
Corporate Surety

By:

Title William D. Miller, Attorney-in-fact  
CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: International Fidelity Insurance Company - Rick Hill

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

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

The rate of premium of this Bond is \$24.50/14.70/9.80/7.35/6.86 per thousand. \*\*  
Total amount of premium charged is \$ 60,025.00 \*\*

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1463

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

BOND APPROVAL

BY

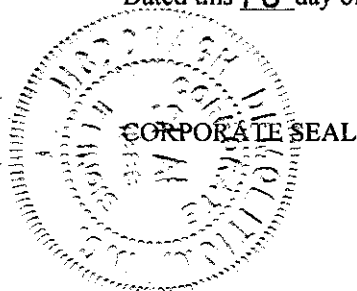
Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

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

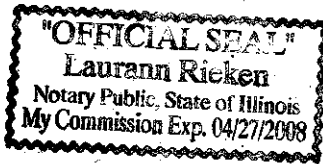
Dated this 18 day of Feb 2008.



STATE OF Illinois  
COUNTY OF Will ss.:

On this 18th day of February 2008, before me  
personally appeared William D. Miller, to me known, who,  
being by me duly sworn, did depose and say: that he reside(s) at \_\_\_\_\_  
New Lenox, Illinois; that he is/are the Attorney-in-fact  
of International Fidelity Insurance Company, the corporation described  
in and which executed the annexed instrument; that he know(s) the corporate seal of  
said corporation; that the seal affixed to said instrument is such corporate seal; that it was  
so affixed by order of the Board of Directors of said corporation; that he signed the  
same name(s) thereto by like order; and that the liabilities of said corporation do not ex-  
ceed its assets as ascertained in the manner provided by law.

Surety  
Company  
Acknowledgment



Laurann Ricken  
(Notary Public in and for the above County and State)  
My commission expires 04/27/2008

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

R.L. MCWETHY, ROBERT H. WALKER, WILLIAM D. MILLER, ROBERT W. KEGLEY

New Lenox, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

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

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

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

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

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



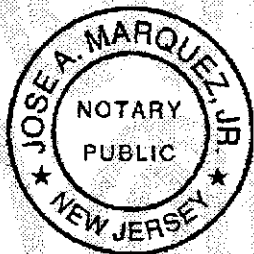
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

*[Signature]*  
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

*[Signature]*

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

#### CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of February, 2008

*[Signature]*  
Assistant Secretary



## 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)
SEE ATTACHED			

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 McDonagh  
Signature

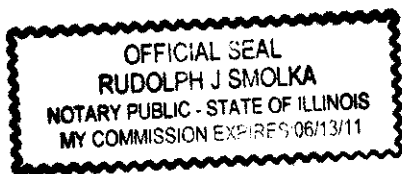
2-19-2008  
Date

GERALDINE McDONAGH  
Name (Type or Print)

PRESIDENT  
Title

Subscribed and sworn to before me

this 19<sup>th</sup> day of FEB 2008  
Rudolph J Smolka  
Notary Public



## 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 Leeds	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

Feb 18, 2008 4:46PM

Jos. Cacciatore Insurance

Jos. Cacciatore Insurance  
527 South Wells Street  
Chicago IL 60607

Phone: 312-987-1900 Fax: 312-987-4601

THIS CERTIFICATE IS ISSUED AS A **NON-ADDITIONAL** POLICY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

#### INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **James River Insurance Co.**

INSURER B: **Princeton Insurance**

INSURER C:

INSURER D:

INSURER E:

#### INSURED

**McDonagh Demolition Inc.**  
605 North Kedzie Ave  
Chicago IL 60612

#### 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 INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	00024411	05/22/07	05/22/08	EACH OCCURRENCE	\$ 1000000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ Excluded	
						PERSONAL & ADV INJURY	\$ 1000000	
						GENERAL AGGREGATE	\$ 2000000	
						PRODUCTS - COMP/OP AGG	\$ 2000000	
		GEN'L AGGREGATE LIMIT APPLIES PER						
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	A	AUTOMOBILE LIABILITY	00024411	05/22/07	05/22/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS						
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	94A3T00000047-00	05/22/07	05/22/08	EACH OCCURRENCE	\$ 4,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
							\$	
							\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$	

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

**General Contractor mostly residential 4 story or less, sewer or drainlayer contractor and some excavation - Re: Contract #1463 Various Construction Projects/Job Order Contracting. The Public Building Commission and User Agency are named as an additional insured on a primary, noncontributory basis only if required in a written contract and/or agreement**

#### CERTIFICATE HOLDER

#### CANCELLATION

##### HOLDERS

**Public Building Commission of Chicago-Richard Daley Center Suite 200 50 West Washington Street Chicago IL 60602**

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)

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 LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <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) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

*R. Scott Cummings*

©ACORD CORPORATION 194

## **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.



February 13, 2008

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

BOARD OF COMMISSIONERS

Chairman  
RICHARD M. DALEY  
Mayor  
City of Chicago

Treasurer  
BISHOP ARTHUR BRAZIER  
Pastor  
Apostolic Church of God

ADELA CEPEDA  
President  
A.C. Advisory, Inc.

DR. ROBERT B. DONALDSON II  
Forest Preserve District of Cook County

BENJAMIN REYES  
President  
DSR Group, Inc.

MARÍA N. SALDAÑA  
President  
Chicago Park District

CYNTHIA M. SANTOS  
Commissioner  
Metropolitan Water  
Reclamation District

SAMUEL WM. SAX  
Chairman  
Financial Relations, Inc.

TODD H. STROGER  
President  
Board of Commissioners  
of Cook County

GERALD M. SULLIVAN  
City of Chicago

RUFUS WILLIAMS  
President  
Chicago Board of Education

Executive Director  
MONTEL M. GAYLES

Assistant Treasurer  
JOHN E. WILSON  
John E. Wilson, Ltd.  
Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
PATRICK J. HARNEY

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

RE: **Notice of Award**  
**Contract No.: 1463**  
**Type of Work:** Various Project Locations, Campus Park  
Improvements and Phase I Site Preparation  
**Project:** Job Order Contracting (JOC Program)

Dear Mr. McDonagh:

Pursuant to resolution duly adopted by the Public Building Commission of Chicago on February 13, 2008 the Commission awarded to your company Contract No. 1463 in the amount of \$15,106,000.00.

Enclosed in duplicate is the completed Performance and Payment Bond form, all copies of which are to be executed by the President or a Vice President of your Company, attested by the Secretary or an Assistant Secretary, impressed with your Corporate Seal, and executed by your surety. Also enclosed, please find the Disclosure of Retained Parties form. All documents must be returned to the Commission, fully executed and in duplicate, along with duplicate copies of the insurance certificate of coverage. Documents must be submitted no later than February 20, 2008.

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

Sincerely,

  
John Plezbert  
First Deputy Director

cc: J. Van Daveer