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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. C1549**

**2013 JOB ORDER CONTRACTING  
FACILITIES RENOVATION AND SITE WORK DEVELOPMENT**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog", Book 4 "Technical Specifications" and the Drawings.*

**ISSUED FOR BID ON JANUARY 11, 2013**

**JANUARY 2013**

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**I. INTRODUCTION**

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

This is the first page of text of Book 1, which along with Book 2, Book 3, and Book 4, comprise the PBC's 2013 Job Order Contracts for Facilities Renovation and Site Work Development. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 3 is the Construction Task Catalog and Book 4 is the Technical Specifications for the work to be performed under this Contract. The PBC's representative, architect or engineer for the individual Job Orders will provide the Detailed Scope of Work and other documents that may be necessary for you to prepare a Price Proposal and/or perform the Work. Each of the Books, along with the Detailed Scope of Work and any other Job Order documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

**II. PROJECT INFORMATION**

**A. General Information**

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

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**FOR**  
**FACILITIES RENOVATION AND SITE WORK DEVELOPMENT**

**Bidders, defined as a person, firm, or entity submitting a Bid in response to an invitation for Bids, must be pre-qualified by the PBC to bid on this Project.**

2. General Description of Scope of Work:
  - a. A Job Order Contract is an indefinite quantity Contract pursuant to which the Contractor will perform one or more individual Job Orders at different locations for the PBC.
  - b. The bid documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Bidder will bid three (3) sets of Adjustment Factors that are to be applied to the Unit Prices contained in the CTC.
  - c. Thereafter, as Job Orders are identified, the Contractor will jointly scope the Work with the PBC. The PBC will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal which includes but is not limited to a Job Order Price Proposal, work schedule, sketches and drawings, a list of subcontractors, Utilization Plan, and other requested documentation. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. If the Job Order Proposal is found to be reasonable, a Job Order may be issued by the Commission. Extra work, credits, and deletions will be contained in additional Supplemental Job Orders.
  - d. This Contract is to be used primarily for Work that may include abatement and demolition associated with new land acquisition and site clearing as well as general construction Work on

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existing facilities. The Work may also, include but is not limited to, site preparation whereby remedial soil work may be performed to mitigate environmental impact or poor geotechnical stability of soil, removal of UST's, removal of foundations, demolition of multi-story buildings, installation of utilities, landscaping, irrigation, concrete and asphalt, site work improvements to campus parks, roof repair, bathroom renovations, interior remodels and exterior improvements, and other general facility work required to maintain facilities.

- e. The Work under this contract may contribute to the Commission's efforts to achieve LEED certification. The JOC Contractor is required to implement work and collect and provide the documentation required to support this effort.
3. **Contract Terms:**
  - a. The Base Term of the Contract is for a period of two (2) years. There is one (1) Option Term for an additional period of up to two (2) years.
  - b. There is no Minimum Contract Value. The Maximum Potential Value of the Base Term is \$6,000,000.00. The Maximum Potential Value of the Option Term is \$6,000,000.00.
  - c. All conditions of the Contract shall be in effect for any Job Order issued during the term of the Contract until the Job Order has been completed even if the completion date occurs after the termination date of the Contract.
4. **User Agency:** To be determined for each Job Order
5. **Project is located in Ward:** To be determined for each Job Order
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Job Order's Project Community Areas as may be defined in the Job Order.
7. **Requests for Information:** send to Public Building Commission of Chicago, Attn: Janice Meeks, Manager of Procurement by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572. **Request for Information are due by 5:00 PM on Tuesday, January 22, 2013.**
8. **Contract Documents Available at:** the Receptionist, Room 200 Public Building Commission of Chicago, 50 West Washington Street, Chicago, Illinois 60602.
9. **Pre-Bid Meeting Date, Time, and Location:** **Tuesday, January 15, 2013 at 10:00AM** in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
10. **Bid Opening Date and Time:** **WEDNESDAY, JANUARY 30, 2013 at 11:00AM**
11. **Amount of Bid Deposit:** **\$25,000**
12. **Amount of Commission's Contract Contingency:** **N/A**
13. **Document Deposit:** One Bid CD per Pre-Qualified Bidder will be provided at no charge.
14. **Cost for Additional Documents (per Bid CD):** **\$50.00**
15. **MBE/WBE Contract Goals:** **24% MBE and 4% WBE**
16. **Source of Funding:** To be determined for each Job Order
17. **Performance and Payment Bond:** **\$3,000,000.00**

**B. Time of Completion**

For each Job Order issued, Substantial Completion must be achieved within the Job Order Completion Time as specified in the Job Order. Project Milestone Descriptions, Requirements and dates may be identified in the Job Order.

**C. NOT USED**

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

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

**E. Liquidated Damages**

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

FOR JOB ORDER BETWEEN:	PER CALENDAR DAY
\$0 - \$300,000	\$500.00
> \$300,000 - \$1,000,000	\$1,000.00
>\$1,000,000 - \$5,000,000	\$2,000.00
>\$5,000,000	\$3,000.00

not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor fails to complete the Work after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. If Liquidated Damages do not apply to a Job Order, it will be so indicated on the Request for Price Proposal.

**F. Prevailing Wage Rates**

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site <http://www.state.il.us/agency/idol/rates/rates.HTM> maintained by the State of Illinois Department of Labor.
2. 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.

**G. Contract Documents**

1. The Contract Documents constituting component parts of this Contract are the following and are included on the Bid CD:  
Book 1: Project Information, Instructions and Execution Documents  
Book 2: Standard Terms and Conditions for Construction Contracts  
Book 3: The Construction Task Catalog®  
Book 4: JOC Technical Specifications and Standard Drawings

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**H. Adjustment Factors**

1. There are three (3) sets of Adjustment Factors for the Contract:
  - a. For Job Order equal to or less than \$300,000.00
  - b. For Job Order Greater than \$300,000.00 and equal to or less than \$1,000,000.00
  - c. For Job Order Greater than \$1,000,000.00
2. Each set of Adjustment Factors includes:
  - a. An Adjustment Factor for Work to be performed during Normal Working Hours: Monday through Friday 7:00 am to 4:00 pm except holidays.
  - b. An Adjustment Factor for Work to be Performed during Other Than Normal Working Hours: Monday through Friday 4:01 pm to 6:59 am and all day Saturday, Sunday and holidays.
3. The Contract also contains a Non Pre-priced (NPP) Adjustment Factor to be applied to Non Pre-priced Tasks.
4. The Adjustment Factors for Normal Working Hours and Other than Normal Working Hours will be updated annually based on the ENR Construction Cost Index for the City of Chicago. **The Non Pre-priced Adjustment Factor will remain fixed for the duration of the Contract and will not be updated at any time.**

**I. Bid Pricing**

1. In order to be considered responsive, each bidder must submit the Adjustment Factors listed in on Bid Form 1 as described above. Adjustment Factors must be specified to the 4th decimal place.
2. For bid evaluation purposes only, the following work distributions shall be used to determine the Combined Adjustment Factor:

JOB ORDER	DISTRIBUTION	NORMAL WORKING HOURS	OTHER THAN NORMAL WORKING HOURS
Less than or Equal to \$300,000	40%	70%	30%
> \$300,000 and Equal to or Less Than \$1,000,000	30%	70%	30%
> \$1,000,000	20%	70%	30%
Non Pre-priced	10%		

3. The CTC is priced at a net value of 1.0000. The bid shall be an increase to\* (e.g., 1.1000 or decrease e.g., 0.9500) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
4. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment Factor must be greater than 1.0000.**
5. 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 to 00-7 of Book 3 - the CTC for a complete explanation of what is included in the Unit Prices and what is not.

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6. The PBC encourages Contractors to bid as competitively as possible; however the Commission reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC® against the Bidder's Direct Costs. Secondly, the Bidder must demonstrate to the satisfaction of the Commission that the Bidder's Adjustment Factors have taken into account all the business and construction costs and other items specified in Book 3, the Construction Task Catalog®, pages 00-1 to 00-8.



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**III. INSTRUCTIONS FOR BIDDERS**

**A. Examination of Documents By Bidder**

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

**B. Interpretations of Addenda**

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

**C. Inspection of Site**

1. The Bidder shall carefully examine all the Contract Documents before submitting its bid. At the time of bidding, there is no specific project site identified. Therefore, a site-specific examination is not possible. To the extent possible, the Bidder shall familiarize itself with all the conditions affecting the Work and the Technical Specifications of the Contract Documents. If its bid is accepted, the Bidder will bear the cost for all errors in its bid resulting from its failure or neglect to comply with these Requirements for Bidding and Instructions for Bidders.

**D. Pre-Qualification of Bidders**

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

**E. Evidence of Continuing Qualifications of Bidder**

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

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

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

#### F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of (Book 1) submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the documents specified on the Document Submittal Checklist.
8. The apparent low Bidder(s) are required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

#### G. Bid Deposit

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

#### H. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the

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Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.

4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

**I. Affidavit of Non-Collusion**

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

**J. MBE and WBE Commitments (Not Required at time of Bid)**

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

Each Bidder awarded a Contract agrees to the terms of Article 23 MBE/WBE Special Conditions of Book 2. Contractor must submit with its Job Order Proposal Package, a completed **Schedule D-Affidavit of General Contractor** regarding M/WBE Participation and completed **Schedule C(s)- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier**, including current certification letter for each MBE and WBE firm.

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

It is the policy of the PBC to provide local businesses with the opportunity to perform subcontracting work for general contractors on Commission projects and to provide opportunities for residents of the project communities to benefit from Commission contracts by gaining employment. The Commission requires the following for all Job Orders whose value is greater than \$1,000,000 and the Contractor agrees to use good faith efforts to comply with the following:

1. **Local Subcontracting Requirement**
  - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under each Job Order with the Commission to subcontractors that are Local Businesses.
  - b. General contractors that are not Local Businesses are required to award 35% of the Work under each Job Order with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple

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municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

2. **Community Hiring.** It is the PBC's policy to encourage employment of community area residents on Commission projects. Contractor shall make good faith efforts to employ residents of nearby communities through trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. Specific community hiring requirements may be provided in a Request for Price Proposal and subsequent Job Order which may include a requirement to perform up to 7.5% of the aggregate Work hours with residents of the Project Community as defined in the Request for Price Proposal and the Job Order Contractor shall cooperate with Commission to maximize community hiring including, without limitation, holding application intake sessions at the Job Order project site and compiling an applicant database.

**L. Affidavit of Uncompleted Work**

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

**M. Disclosure of Retained Parties**

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

**N. Submission of Bid**

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

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

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

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**P. Opening of Bids**

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

**Q. Evaluation of Bids**

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

**R. Basis of Award**

1. 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.
2. It is the current intention of the Commission to award three (3) 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.
3. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder.
4. 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.
5. **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 Section V of the JOC General Conditions.

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

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed for each Job Order until Substantial Completion of the each Job Order, during completion of any Punch List work, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.

## PUBLIC BUILDING COMMISSION OF CHICAGO

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### 2013 JOB ORDER CONTRACTING

3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

#### T. Protests

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

#### U. Licensing

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

#### V. Award of Contract; Rejection of Bids

1. The Job Order Contract(s) will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

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3. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
4. Upon award of Contract, the Commission will process the Contract for final execution.
5. 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. BID FORM 1 (Page 1 of 3)**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1549, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), The Construction Task Catalog® (Book 3) d), Technical Specifications (Book 4) , e), Plans and Drawings, and f). Addenda Nos. (None unless indicated here)

Addendum no.1 (1/25/13)

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Further, the Contractor, having reviewed the Contract Documents and become familiar with the procedure for ordering Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner all Work designated as required by and in strict accordance with the Contract Documents for the Adjustment Factors listed on Bid Form 1.

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

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

The Job Order Price shall be full compensation to the Contractor for having well and faithfully completed the Job Order's Detailed Scope of Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in additional Job Orders.

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

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

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



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**BID FORM 1 (Page 2 of 3)**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Job Order Contract using the Book 3 - the Construction Task Catalog® (CTC) and Technical Specifications incorporated herein with the following Adjustment Factors:

**FOR JOB ORDERS LESS THAN OR EQUAL TO \$300,000.00**

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 Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8500

(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 Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8700

(Specify to four (4) decimal places)

**FOR JOB ORDERS GREATER THAN \$300,000.00 AND EQUAL OR LESS THAN \$1,000,000.00:**

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 Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8500

(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 Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8700

(Specify to four (4) decimal places)

**FOR JOB ORDERS GREATER THAN \$1,000,000.00**

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 Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8500

(Specify to four (4) decimal places)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
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**BID FORM 1 (Page 3 of 3)**

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 Job Orders against this Contract for the Unit Price specified in Book 3 - the Construction Task Catalog® (CTC®) multiplied by the Adjustment Factor of:

0.8700

(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 26 of Book 2, JOC General Conditions, Section II.

1.0300

(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 = 4,988,860.80**

Four Million Nine Hundred Eighty-Eight Thousand Eight Hundred Sixty and 80/100  
(Words)

<b>SURETY:</b> Please specify full legal name and address of Surety:  International Fidelity Insurance Co. <hr/> 1560 Wall Street, Suite 112 <hr/> Naperville, IL 60563 <hr/>
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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1549

2013 JOB ORDER CONTRACTING

B. Acceptance of the Bid

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

PUBLIC BUILDING COMMISSION OF CHICAGO

*[Signature]*  
Secretary

*Ral Emanuel*  
Chairman

CONTRACTING PARTY

McDonagh Demolition, Inc  
Contractor Name

1269 W. Le Moyne Street, Chicago IL 60642  
Address

If a Corporation:

Name: Geraldine McDonagh

Title: President

Signature: *[Signature]*

ATTEST  
By: *[Signature]*

Secretary  
Title

If a Partnership:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

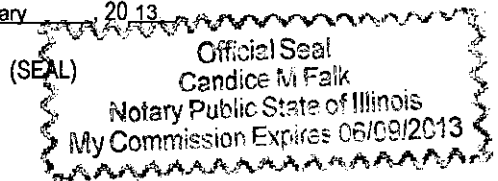
If a Sole Proprietorship:

Signature

NOTARY PUBLIC  
County of Cook State of IL

Subscribed and sworn to before me on this 30th day of January 2013

*Candice M. Falk*  
Notary Public Signature  
Commission Expires: 06/09/2013



Approved as to form and legality  
*Anne L. Zred*  
Neal & Leroy, LLC

Date: 3-7-2013

# PUBLIC BUILDING COMMISSION OF CHICAGO

## V. PROPOSAL SUPPORT DOCUMENTS

### A. BID FORM 2 - Basis of Award (Award Criteria)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract will be awarded to the responsible bidder(s) with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1 - Schedule of Prices will prevail and will be used to calculate the Combined Adjustment Factor on the Bid Form 2 - Basis of Award (Award Criteria).** 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 31 to the space provided on Bid Form 1. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 18, 20, 22, 24, 26, and 28 during performance of the Job Orders.

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.

#### 2. Award Criteria Formula

##### FOR JOB ORDERS LESS THAN OR EQUAL TO \$300,000.00

Line 1.	Normal Working Hours Adjustment Factor	<u>0.8500</u>
Line 2.	Multiply Line 1 by (.40 X .70) = .28	<u>0.2380</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>0.8700</u>
Line 4.	Multiply Line 3 by (.40 X .30) = .12	<u>0.1044</u>

##### FOR JOB ORDERS GREATER THAN \$300,000.00 AND EQUAL TO OR LESS THAN \$1,000,000.00

Line 5.	Normal Working Hours Adjustment Factor	<u>0.8500</u>
Line 6.	Multiply Line 5 by (.30 X .70) = .21	<u>0.1785</u>
Line 7.	Other Than Normal Working Hours Adjustment Factor	<u>0.8700</u>
Line 8.	Multiply Line 7 by (.30 X .30) = .09	<u>0.0783</u>

##### FOR JOB ORDERS GREATER THAN \$1,000,000.00

Line 9.	Normal Working Hours Adjustment Factor	<u>0.8500</u>
Line 10.	Multiply Line 9 by (.20 X .70) = .14	<u>0.1190</u>
Line 11.	Other Than Normal Working Hours Adjustment Factor	<u>0.8700</u>
Line 12.	Multiply Line 11 by (.20 X .30) = .06	<u>0.0522</u>

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Line 13.	Non Pre-priced Adjustment Factor	<u>1.0300</u>
Line 14.	Multiply Line 13 by .10	<u>0.1030</u>
Line 15.	Add lines 2, 4, 6 8, 10,12 and 14	<u>0.8734</u>
Line 16.	Maximum Value of Contract, Base Contract Term	<u>\$6,000,000</u>
Line 17.	Multiply Line 15 by Line 16 (Total Base Bid)	<u>5,240,400.00</u>
Line 18.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 19.	Multiply Line 18 by Line 17 by 0.04	<u>104,808.00</u>
Line 20.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 21.	Multiply Line 20 by Line 17 by 0.03	<u>78,606.00</u>
Line 22.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 23.	Multiply Line 22 by Line 17 by 0.01	<u>26,202.00</u>
Line 24.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>.10</u>
Line 25.	Multiply Line 24 by Line 17 by 0.04	<u>20,961.60</u>
Line 26.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>.10</u>
Line 27.	Multiply Line 26 by Line 17 by 0.03	<u>15,721.20</u>
Line 28.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>.10</u>
Line 29.	Multiply Line 28 by Line 17 by 0.01	<u>5,240.40</u>
Line 30.	Summation of Lines 19, 21, 23, 25, 27, and 29	<u>251,539.20</u>
Line 31.	Subtract Line 30 from Line 17 (= "Award Criteria Figure")	<u>4,988,860.80</u>

**Award Criteria Figure** (Insert Line 31 of Award Criteria Formula): \$ 4,988,860.80

## PUBLIC BUILDING COMMISSION OF CHICAGO

### 3. Community Hiring Bonuses

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

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

#### Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as may be defined in the Request for Price Proposal or Job Order.

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

### 4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 18, 20, 22, 24, 26, and 28 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 18, 20, 22, 24, 26, and 28 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

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

$$\frac{\text{Line 17 x 04}}{100}$$

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

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

$$\frac{\text{Line 17 x 03}}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 26) shall be calculated in the same way.

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

$$\frac{\text{Line 17 x 01}}{100}$$

## PUBLIC BUILDING COMMISSION OF CHICAGO

100

Each one (1%) percent deficiency toward the goal for female laborers (Line 28) shall be calculated in the same way.

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

### 5. Reporting

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

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

### 6. Major Trades

Asbestos Workers  
Boiler Makers  
Bricklayers  
Carpenters  
Cement Masons

Operating Engineers  
Painters  
Pile Driver Mechanics  
Pipe Fitters/Steam Fitters  
Plasterers

Mayor Rahm Emanuel, Chairman  
ADDENDUM NO. 1

Erin Lavin Cabonargi, Executive Director  
5 of 6  
DATE: 01/25/2013

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Electricians  
 Elevator Construction  
 Glaziers  
 Machinists  
 Machinery Movers  
 Ornamental Iron Workers  
 Lathers

Plumbers  
 Roofers  
 Sheet Metal Workers  
 Sprinkler Fitters  
 Technical Engineers  
 Truck Drivers  
 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
Asbestos Worker	58%
Electrical	47%
Landscapers	55%
Truckers	32%
Environmental	73%
Fencing	59%

Revised Article V - Proposal Support Documents, A. BID FORM 2-Basis of Award (Award Criteria), dated January 25, 2013.



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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }  
  } SS  
COUNTY OF COOK }

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

(1) He/She is President  
McDonagh Demolition, Inc  
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*.

(Signed)

President

(Title)

Subscribed and sworn to before me this 30 day of January 2013

Candice M. Falk

Notary public

(Title)

My Commission expires: 06/09/13



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1549

2013 JOB ORDER CONTRACTING

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.C1549  
2013 JOB ORDER CONTRACTING

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

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

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1549

2013 JOB ORDER CONTRACTING

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1549

**2013 JOB ORDER CONTRACTING**

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

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

	1	2	3	4	Awards Pending	TOTALS
Project	See Attached					
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the GC						
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						

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

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

	1	2	3	4	Awards Pending	TOTALS
Earthwork	See Attached					
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1549

**2013 JOB ORDER CONTRACTING**

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.	See Attached					
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>						

	1	2	3	4	5	Pending	Pending	Totals
Earthwork	\$ 88,541.15	\$ 73,273.00	\$ 92,360.49				\$ 444,874.65	\$ 699,049.29
Demolition					\$ 153,371.56			\$ 153,371.56
Sewer and Drain				\$ 44,641.15		\$ 18,572.97		\$ 63,214.12
Foundation								\$ -
Painting								\$ -
Struct. Steel (Bldg. Const.)								\$ -
Ornamental Steel (BLDG Const)								\$ -
Miscellaneous Concrete			\$ 4,000.00					\$ 4,000.00
Fireproofing								\$ -
Masonry								\$ -
H.V.A.C								\$ -
Mechanical								\$ -
Electrical								\$ -
Plumbing								\$ -
Roofing & Sheet Metal								\$ -
Flooring and Tile Work								\$ -
Drywall & Plaster Work				\$ 8,000.00				\$ 8,000.00
Ceiling Const.								\$ -
Hollow Metal & Hardware								\$ -
Glazing & Caulking								\$ -
Miscellaneous Arch. Work								\$ -
Landscaping	\$ 18,430.00		\$ 1,500.00					\$ 19,930.00
Fencing						\$ 50,000.00		\$ 50,000.00
Others (List)								\$ -
Equipment Rental, Job Trailer Rental								\$ -
Coreing				\$ 6,000.00				\$ 6,000.00
Utilities			\$ 47,000.00					\$ 47,000.00
Shoring			\$ 15,000.00					\$ 15,000.00
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total	\$ 106,971.15	\$ 73,273.00	\$ 159,860.49	\$ 58,641.15	\$ 153,371.56	\$ 18,572.97	\$ 494,874.65	\$ 1,065,564.97



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.C1549**  
**2013 JOB ORDER CONTRACTING**

**C. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	See Attached				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>TOTAL Uncompleted</b>					

	1	2	3	4	5	Pending	Pending
Subcontractor	CS13000		Martinez Frog's	Horizon Contractors	Martinez Frog's		Martinez Frog's
Type of Work	Concrete		Hauling	Electrical	Hauling		Hauling
Subcontractor Price	\$ 15,254.00		\$ 5,000.00	\$ 6,000.00	\$ 34,000.00	\$ 155,000.00	\$ 155,000.00
Amount Uncompleted	\$ 15,254.00		\$ 5,000.00	\$ 6,000.00	\$ 34,000.00	\$ 155,000.00	\$ 155,000.00
Subcontractor	JEM		DND Electric		Sanchez & Associates		
Type of Work	Traffic Control		Electrical		Surveying		
Subcontractor Price	\$ 6,580.00		\$ 45,000.00		\$ 6,000.00		
Amount Uncompleted	\$ 6,580.00		\$ 45,000.00		\$ 6,000.00		
Subcontractor	Superior Road Stripping				Valor Technologies		
Type of Work	Stripping				Abatement		
Subcontractor Price	\$ 3,430.00				\$ 6,800.00		
Amount Uncompleted	\$ 3,430.00				\$ 6,800.00		
Subcontractor							
Type of Work							
Subcontractor Price							
Amount Uncompleted							
Subcontractor							
Type of Work							
Subcontractor Price							
Amount Uncompleted							
Subcontractor							
Type of Work							
Subcontractor Price							
Amount Uncompleted							
Subcontractor							
Type of Work							
Subcontractor Price							
Amount Uncompleted							
Total Uncompleted	\$ 21,834.00	\$ -	\$ 50,000.00	\$ 6,000.00	\$ 46,800.00	\$ -	\$ 155,000.00

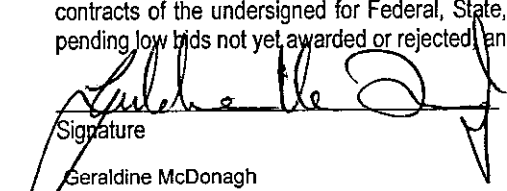
**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1549

2013 JOB ORDER CONTRACTING

**Affidavit of Uncompleted Work (continued)**

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

  
Signature  
Geraldine McDonagh  
Name (Type or Print)  
McDonagh Demolition, Inc

1/30/13

Date

President

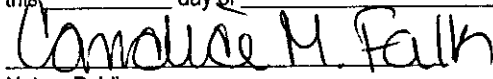
Title

Bidder Name  
1269 W. Le Moyne Street

Address  
Chicago IL 60642

City State Zip

Subscribed and sworn to before me  
this 30th day of January, 2013

  
Notary Public

(SEAL)

Commission expires: 06/09/13



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.C1549  
 2013 JOB ORDER CONTRACTING

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

Bidder McDonagh Demolition, Inc

Submitted By Geraldine McDonagh

Title President

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

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

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

How many years operating as contractor for work of this nature? 14

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

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



Recently Completed Projects by  
McDonagh Demolition, Inc

Project Name:	Location	Type of Contract	Contract Amount	Nature of Project
Jesse Owens Park - Demolition	8800 S. Clyde Ave, Chicago IL	JOC PBC Contract	\$ 176,000.00	Abatement, Demolition
West Humboldt Library Demolition	747 N. Kedzie, Chicago IL	JOC PBC Contract	\$ 1,075,000.00	Abatement, Demolition
1629 S. Wabash	1629 S. Wabash, Chicago IL	Bid Price	\$ 210,000.00	Demolition
Reed Dunning Mental Health Center	4201 N. Oak Park Ave, Chicago IL	Bid Price	\$ 369,000.00	Abatement, Demolition
Michael Reese Hospital	2929 S. Ellis Ave, Chicago IL	JOC PBC Contract	\$ 563,800.00	Board up of building, demolition, security and landscaping
Amforge Site Clearing and UST Removal	1220 West 119th St, Chicago IL	JOC DOE Contract	\$ 1,050,276.00	Site Preparation, UST removal
Whitney Young Library Demolition 415-423 E. 79th Street	415-423 E. 79th Street, Chicago IL	JOC PBC Contract	\$ 90,302.35	Fencing, Demolition and Abatement
Belmont Cragin	2200 N Central Ave, Chicago IL	JOC PBC Contract	\$ 3,210,000.00	Excavating, Sewer, Trenching
Kelly Currie H.S.	5300 S. St. Louis, Chicago IL	JOC PBC Contract	\$ 6,450,000.00	Abatement, Trenching, Sewer, Excavating
Brighton Park	3715 S. St. Louis, Chicago IL	JOC PBC Contract	\$ 6,032,492.00	Abatement, Demolition, Excavating, Sewer
Ogden Elementary School	24 W. Walton, Chicago IL	JOC PBC Contract	\$ 1,521,847.00	Abatement, Demolition, Excavating, Sewer



Recently Completed Projects by  
McDonagh Demolition, Inc

Project Name:	Location	Type of Contract	Contract Amount	Nature of Project
Brighton Park II	2301 W 48th Street, Chicago IL	JOC PBC Contract	\$ 2,437,874.00	Excavation, Site work, Haul off and backfill
Marshall Campus Park	3250 W. Adams, Chicago IL	JOC PBC Contract	\$ 3,580,492.04	Excavation, Site work, Sidewalk, Landscaping
Back of the Yards High School Demolition	4800 S. Hoyne St, Chicago IL	JOC PBC Contract	\$ 960,546.66	Demolition and Abatement
Mt. Greenwood Annex Site Preparation and Caisson Installation	10841 S. Homan Ave, Chicago IL	JOC PBC Contract	\$ 659,647.34	Site Preparation and Caisson Installation
O'Hare Modernization Program - Demolition Package #2	Irving Park Road and York Road Bensenville	Bid Price	\$ 2,408,295.80	Demolition, Abatement, UST Removal, Installation of Utilities, Site
Edward Willett Homes Demolition	Woodland & 135th Street Robbins, IL	Bid Price	\$ 745,458.94	Abatement, Demolition, Site Restoration
Former Dixie Square Mall	15301 Dixie Highway Harvey, IL	Bid Price	\$ 2,299,000.00	Abatement, Demolition
Garfield Avenue Sewer Separation	Garfield Avenue, Highland IN	Bid Price	\$ 711,900.00	Sewer Separation, Site Restoration
O'Hare Modernization Program - Demolition Package #8	Irving Park Road and York Road Bensenville	Bid Price	\$ 1,521,488.00	Demolition, Abatement, Site Preparation

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. C1549  
2013 JOB ORDER CONTRACTING

**Statement Of Bidder's Qualifications (continued)**

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name MCDonagh Demolition, Inc
- (b) State and City in which incorporated Chicago Illinois
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois  
Dan Meenan, 53 W. Jackson Blvd#1102, Chicago IL 60604

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

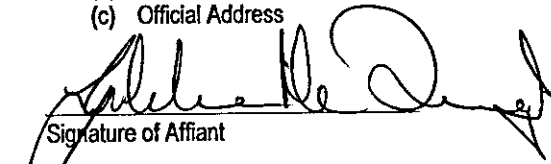
<u>Geraldine McDonagh</u>	<u>President</u>
Name	Title
<u>Nora McDonagh</u>	<u>Vice - President</u>
Name	Title

If submitted by a partnership:

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

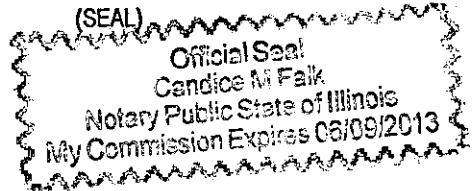
If submitted by an individual:

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

  
Signature of Affiant

Subscribed and sworn to before me this 30th day of January 2013

Candice M. Falk  
Notary Public  
My Commission expires: 06/09/13



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.C1549  
2013 JOB ORDER CONTRACTING

**DISCLOSURE OF RETAINED PARTIES**

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

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: C1549 - 2013 Job Order Contracting

Description of goods or services to be provided under Contract  
C1549 - 2013 Job Order Contracting

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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.

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



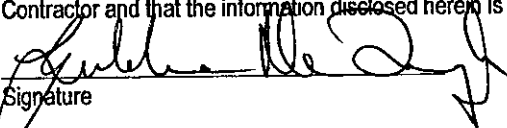
**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No.C1549**  
**2013 JOB ORDER CONTRACTING**

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
See Attached			

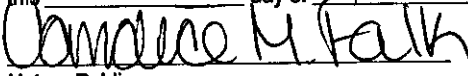
4. The Contractor understands and agrees as follows:
- The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information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

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

  
 Signature  
 Geraldine McDonagh  
 Name (Type or Print)

1/30/13  
 Date  
 President  
 Title

Subscribed and sworn to before me  
 this 30 day of January, 20 13 (SEAL)

  
 Notary Public

Commission expires: 06/09/13



Retained Parties			
Name	Business Address	Relationship	Fees
Picker and Associates, CPA's	1130 Lake Cook Road, Suite 130 Buffalo Grove, IL 60089	Accountant	Unknown
Daniel C. Meenan, Jr	53 W Jackson Blvd #11 Chicago, IL 60604	Attorney	Unknown
Jay D. Doherty & Associates	210 E. Pearson Street, Suite 9B Chicago, IL 60611	Attorney	Unknown
HP2S 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
Hili Mechanical Group	11245 Gage Ave Franklin Park, IL 60131	O&M and Leads	Unknown
GSG Materials Testing, Inc	2945 West Harrison Chicago, IL 60612	MBE- Environmental	Unknown
NuToys Leisure Products, Inc	915 West Hillgrove Lagrange, IL 60525	WBE- Playground	Unknown
Patten Industries	635 W. Lake St Evanston, IL 60126	Supplier	Unknown
E.E. Bailey Building Materials & Supply	741 W. 115th St Chicago, IL 60628	Supplier -Fence	Unknown
Columbian Agency	1005 Laraway Road New Lenox, IL 60451	Insurance/Bond	Unknown
Steve's Equipment Services, Inv	1400 Powis Rd West Chicago, IL 60185	MBE -Equipment/ Supplies	Unknown
Martinez Frog's Inc	2456 S. Damen Ave Chicago, IL 60608	MBE - Trucking	Unknown
Great Lakes Landscaping	434 E Devon Ave Elk Grove Village, IL 60007	WBE- Landscaping	Unknown
Cable Communications	6200 S Oakley St Chicago, IL 60638	Sub-Contractor	Unknown
Manini Cartage, Inc	951-B Estes Court Schaumburg, IL 60193	MBE-Electrical	Unknown
GSG Consultants, Inc	855 W. Adams Chicago, IL 60607	WBE-Trucking	Unknown
Hemingway, Inc	15300 Greenwood Rd South Holland, IL 60473	MBE-Environmental	Unknown
Valor Technologies, Inc.	3 Herthport Court Bolingbrook, IL 60440	Sub-Contractor	Unknown
Fence Masters	20400 Cottage Grove Chicago Heights, IL 60411	Sub-Contractor	Unknown
CID Recycling and Waste Management of Illinois	1411 Opus Place, Suite 400 Downers Grove, IL 60516	Material Handling	Unknown
Elgin Sweeping Services, Inc	1015 W Pershing Chicago, IL 60609	Sub-Contractor	Unknown
Four Province Masonry	5635 N. Osage Ave Chicago, IL 60631	Subcontractor	Unknown
Geo-Syntheticcs, Inc	2401 Pewaukee Road Waukegan, WI 53188	Sub-Contractor	Unknown
Pan-Oceanic Engineering Services, Inc	850 W. Higgins, Suite 630 Chicago, IL 60631	Sub-Contractor	Unknown
Terracon Consultants, Inc	650 W. Lake St, Suite 420 Chicago, IL 60661	Sub-Contractor	Unknown
V-3 Companies, Inc	7325 Janes Avenue Woodridge, IL 60517	Surveyor	Unknown
Volmar Clay Products, Co.	5853 W. Touhy Ave Chicago, IL 60649	Supplier	Unknown
Veolia Environmental Services	701 Green Bay Road Zion, IL 60099	Material Handling	Unknown
Vulcan Materials	1000 E. Warrenville Road, Suite 100 Naperville, IL 60563	Supplier	Unknown
W.W.G. Inc	3422 S. Normal Ave Chicago, IL 60616	MBE-Trucking	Unknown
Waveland Recycling, Inc.	12625 W Waveland Ave Franklin Park, IL 60131	Material Handling	Unknown
Eason Environmental	12056 S. Union Ave. Chicago, IL 60628	MBE-Environmental	Unknown
Rain for Rent	221 McDonald Ave Joliet, IL 60431	Sub-Contractor	Unknown
G.C Enterprises	2722 S. Hillcock Ave Chicago, IL 60608	WBE-Cleaning	Unknown
Quantum Crossing, LLC	111 E Wacker Dr, #990 Chicago, IL 60601	MBE-Electrical	Unknown
Pioneer Engineering & Environmental Services, Inc	700 N Sacramento Blvd, Suite 101 Chicago, IL 60612	Sub-Contractor	Unknown
Beverly Environmental LLC	16504 S. Dixie Hwy Markham, IL 60428	Landscaping	Unknown
Countryside Lawn Service	19264 School Street Lansing, IL 60438	Landscaping	Unknown
Sanchez & Associates, P.C.	8605 W. Bryn Mawr Ave, Suite 305 Chicago, IL 60631	Surveyor	Unknown
Sanchez Construction Services	1950 W. 43rd Street Chicago, IL 60609	Paving Concrete	Unknown
Horizon Contractors	1355 W. Fulton Street Chicago, IL 60607	Electrical	Unknown
HD Supply Waterworks	220 South Westgate Drive Carol Stream, IL 60188	Plumbing Supplier	Unknown
Central Lawn Sprinklers	239 King Street Elk Grove Village, IL 60007	Sprinkling Systems	Unknown
FE Moran	2265 Carlton Drive Northbrook, IL 60062	sprinklers/Fire Protecti	Unknown
Midland Standard Engineering	558 Plate Drive, Unit 6 East Dundee, IL 60118	Material Testing	Unknown
JACK Contractor Services, Inc	P.O. Box 463 Riverdale, IL 60545	Hydro Excavating	Unknown
Christy Webber Landscapes	2900 W. Ferdinand Street Chicago, IL 60612	Landscaping	Unknown
G&V Construction	371 S. Evergreen Street Bensenville, IL 60106	Concrete	Unknown
Original Concrete Pumping	840 Fairway Drive Bensenville, IL 60106	Concrete Pumping	Unknown
Prime Scaffolding	1220 N. Ellis Street Bensenville, IL 60106	Subcontractor	Unknown
Capitol Glass & Architectural Metals, Inc	910 Touhy Ave Elk Grove Village, IL 60007	Subcontractor	Unknown
Professional Landscaping & Property management	2221 W. 177th Street Hazel Crest, IL 60429	Subcontractor	Unknown
Arrow Road Construction	P.O. Box 334 Mt. Prospect, IL 60056	Subcontractor	Unknown
Calson Corp	2365 Hammond Dr, #11, Schaumburg, IL 60193	Subcontractor	Unknown
Peerless Fence	23W401 Rosewell Rd West Chicago, IL 60185	Subcontractor	Unknown
BBF Erectors	615 W. Factory Rd Addison, IL 60101	Subcontractor	Unknown
Chadwick Contracting Co.	12 Prosper Court Lake in the Hills, IL 60159	Subcontractor	Unknown
Beverly Paving Inc	1514 W. Pershing Rd Chicago, IL 60609	Subcontractor	Unknown
M Cannon Roofing Company LLC	1338 Remington Road Schaumburg, IL 60193	Subcontractor	Unknown
Knickerbocker Roofing	16651 S. Lathrop Avenue Harvey, IL 60649	Subcontractor	Unknown

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1549B

**PERFORMANCE AND PAYMENT BOND**

**Contract No. C1549B**

**Bond No. 0598118**

---

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  
One Newark Center, 20th Floor  
Newark, NJ 07102-5207

a corporation organized and existing under the laws of the State of NJ, with offices in the State of  
\* NJ \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Three Million Dollars and No Cents (\$3,000,000.00)  
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, 2013, for the fabrication, delivery, performance and  
installation of

2013 Job Order Contracting (JOC Program)  
Facilities Renovation and Site Development Work  
Project# 00000

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. C1549B

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 Three Million Dollars and No Cents (\$3,000,000.00), 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. C1549B

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 12/20/2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY N/A (Seal)  
Individual Principal

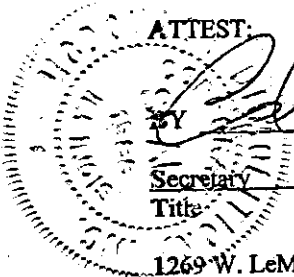
\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City State

CORPORATE SEAL

ATTEST:



[Signature]  
Secretary  
Title

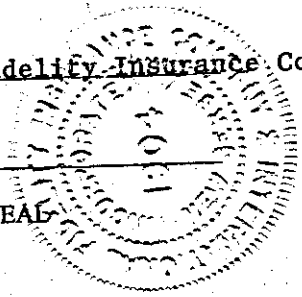
McDonagh Demolition, Inc.  
Corporate Principal  
BY [Signature]  
President  
Title

1269 W. LeMoyné Street  
Chicago, IL 60642

International Fidelity Insurance Company  
Corporate Surety

BY [Signature]  
Kevin J. Scanlon, Attorney-in-fact  
1005 Laraway, New Lenox, IL 60451  
Business Address & Telephone 815-215-4719

Attorney-in-fact  
Title  
CORPORATE SEAL



FOR CLAIMS (Please Print):

Contact Name: International Fidelity Insurance Company (Rick Hilt)

Business Address: 1560 Wall St, Naperville, IL 60563

Telephone: 630-416-4405 Fax: 630-416-6606

The rate of premium of this Bond is \$ 24.50/14.70/9.80/7.35 per thousand. \*\*  
Total amount of premium charged is \$ 31,605.00 \*\*

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1549B

**BOND APPROVAL**

BY

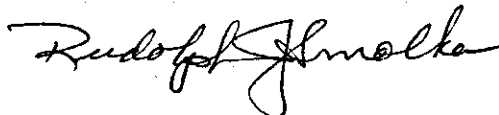


Secretary,

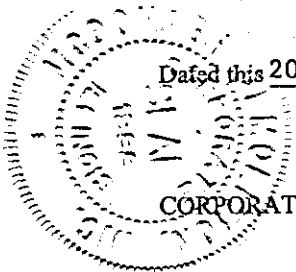
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, RUDOLPH J. SMOLKA, certify that I am the ASSISTANT 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 20th day of February, 2013.



CORPORATE SEAL

STATE OF Illinois

ss.:

COUNTY OF Will

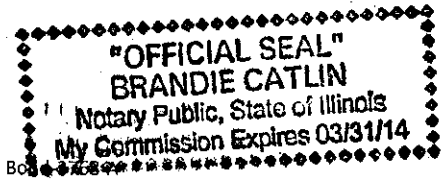
On this 20th day of February 2013, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at \_\_\_\_\_

New Lenox, Illinois; that he is/are the Attorney-in-fact

of International Fidelity Insurance Company, the corporation described

in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety  
Company  
Acknowledgment



*Brandie Catlin*

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

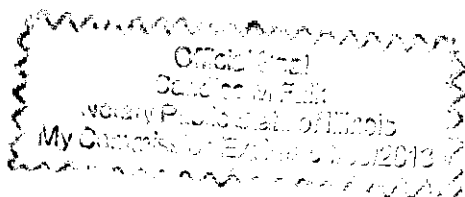
My commission expires 03/31/14

State of Illinois

County of Cook ss.:

I, Candice M. Falk a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Geraldine McDonagh, President of McDonagh Demolition Inc. who is personally know to me to be the same person whose name is subscribed in the foregoing instrument as such President appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and as the free and voluntary act of said McDonagh Demolition Inc for the uses and purposed therein set forth, and caused the corporate seal of said Company to be thereto attached.

Given under my hand and Notarial seal this 20th Day of February 2013



Candice M. Falk  
Notary Public

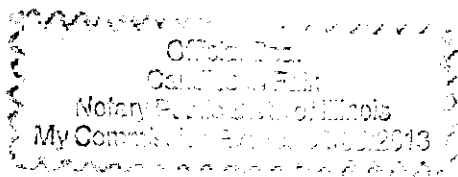


State of Illinois

County of Cook ss.:

I, Candice M. Falk a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rudolph J. Smolka, Assistant Secretary of McDonagh Demolition Inc. who is personally know to me to be the same person whose name is subscribed in the foregoing instrument as such Assistant Secretary appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and as the free and voluntary act of said McDonagh Demolition Inc for the uses and purposed therein set forth, and caused the corporate seal of said Company to be thereto attached.

Given under my hand and Notarial seal this 20th Day of February 2013



Candice M. Falk  
Notary Public

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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 under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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

New Lenox, IL.

their 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 and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

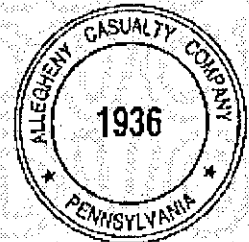
"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance or process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



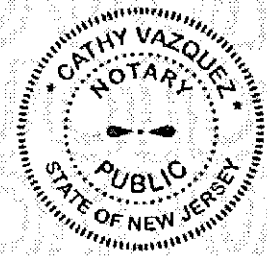
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, 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 INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 20th day of February, 2013

MARIA BRANCO, Assistant Secretary

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No.C1549  
2013 JOB ORDER CONTRACTING

**DOCUMENT SUBMITTAL CHECKLIST**

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

1.  Contractor's Bid
2.  Bid Guarantee
3.  Acceptance of the Bid
4.  Bid Form 1 - Schedule of Prices
5.  Bid Form 1 - Basis of Award (Award Criteria)
6.  Affidavit of Non-Collusion
7.  Affidavit of Uncompleted Work
8.  Proof of Ability to Provide Bond
9.  Proof of Ability to Provide Insurance
10.  General Contractor's License
12.  **Disclosure of Retained Parties** (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

January 30, 2013

Public Building Commission of Chicago  
50 West Washington St.  
Chicago, IL 60602

Re: McDonagh Demolition Inc. – Pre-Qualification for 2013 Job Order Contracting – Facilities  
Renovation and Site Work Development, Chicago, IL – Contract No. C1549

To Whom It May Concern:

It is our understanding that McDonagh Demolition Inc. of 1269 W Le Moyne St., Chicago, IL 60642 intends to submit bids for future projects. We have a \$10,000,000.00 single and \$30,000,000.00 aggregate bond program set up for this account.

As Surety for McDonagh Demolition Inc., the International Fidelity Insurance Company, at the request of McDonagh Demolition Inc. it is our intention to continue to provide them with Performance and Payment Bonds on future contracts, subject to our normal underwriting standards. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

International Fidelity Insurance Company has a group rating of A- VII according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in the state of Illinois.

Should you need further clarification of the above, do not hesitate to call the office.

Sincerely,

By:   
Kevin J. Scanlon, Agent  
International Fidelity Insurance Company

Surety's Illinois Agent for Service of Process:

Columbian Agency, 1005 West Laraway Rd., New Lenox, IL 60451  
Phone (815) 485-4100 / Fax (815) 485-4639



Date: January 29, 2013

McDonagh Demolition, Inc.

RE: 2013 JOC- Facilities Renovation & Site Work Development

To Whom It May Concern:

We have reviewed the insurance requirements for Public Building Commission of Chicago (2013 Job Order Contracting- Facilities Renovation and Site Work Development) and confirm that your company can provide the coverages and limits as requested if awarded.

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

A handwritten signature in black ink, appearing to read 'K. J. Scanlon'.

Kevin J. Scanlon, Agent  
Columbian Agency

KJS:mh

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

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

MCDONAGH DEMOLITION, INC  
605 N KEDZIE AVENUE  
CHICAGO IL 60612-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC009760

CERTIFICATE NUMBER: GC009760-6

FEE: \$ 2000

DATE ISSUED: 01/02/2013

DATE EXPIRES: 01/09/2014

**THIS LICENSE IS NON-TRANSFERABLE**

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

*Rahm Emanuel*  
Rahm Emanuel  
Mayor

*Michael Merchant*  
Michael Merchant  
Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> Columbian Agency 1005 Laraway Road New Lenox IL 60451	<b>CONTACT NAME:</b> Michelle Haskell, CISR <b>PHONE (A/C, No. Ext):</b> 815-215-4705 <b>E-MAIL ADDRESS:</b> mhaskell@columbianagency.com	<b>FAX (A/C, No.):</b> 815-215-4745
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MCDON-2 MCDONAGH DEMOLITION, INC. 1269 W. LEMOYNE CHICAGO IL 60622-2438	<b>INSURER A:</b> Great Midwest Insurance	
	<b>INSURER B:</b> Scottsdale Insurance Co	
	<b>INSURER C:</b> Imperium Insurance Company	
	<b>INSURER D:</b> Lexington Ins Co	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1513611775 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	GL00017007	5/22/2012	5/22/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
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	Y	CA00017003	5/22/2012	5/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		XLS0082261	5/22/2012	5/22/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	ERD-01000444-00	5/22/2012	5/22/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liab.		CPO3155079	5/22/2012	5/22/2013	Claim/Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Contract No. C1549B, Facilities Renovation and Site Development Work, 2013 Job Order Contracting (JOC Program). The Public Building Commission of Chicago, the City of Chicago, User Agency and property owner designated in the job order are primary/non-contributory additional insureds on the G/L & Auto policies if required by written contract. \*Waivers of subrogation apply to G/L & Workers Comp. in favor of the additional insureds if required by written contract. (Umbrella follows form)

<b>CERTIFICATE HOLDER</b>  ok eryan 2/27/13  Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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