

78c

**Contractor:** James McHugh Construction Co.  
**Contact Name:** Bruce Lake  
**Address:** 1737 S. Michigan Ave  
**City/State/Zip:** Chicago Illinois 60616  
**Phone Number:** 312.986.8000  
**Fax Number:** 312.431.8518

**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. 1504**

**31st Street Harbor - Landside**  
**3155 S. Lake Shore Drive**  
**NEW CONSTRUCTION**  
**PROJECT #11120**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Public Building Commission of Chicago		
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01 PBC:		
02 PMO:		
03 UAP:		
04 PROJECT No:	11120	
REC'D MAY 10 2010		
Authority 01-		
Controls 02-		
Procure 03-	8.2-12-01	
Plan/Spec 04-		
Construct 05-		
FFE 06-		
CloseOut 07-		

Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

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

**CN\_PBC\_JOM\_1504\_31st Street Harbor Landside\_20100318**

*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 With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.*

**AUGUST 2009 (Rev. 1)**

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**EXHIBITS**

- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**
- 2. Insurance Requirements**
- 3. Community Area Map**

# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1504

## 31ST STREET LANDSIDE

### I. INTRODUCTION

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

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

### II. PROJECT INFORMATION

#### A. General Information

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

**31<sup>st</sup> Street Harbor - Landside  
3155 S. Lake Shore Drive  
NEW CONSTRUCTION  
PROJECT #11120**

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

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, this contract will construct a community building / marina facility, green roof parking garage/ winter boat storage, playground, community plaza, and site amenities and improvements including exterior at-grade parking and pedestrian underpass. New floating docks will provide approximately 995 slips. The marina will be protected by a 2,700 lineal foot rubble mound breakwater and a 250 lineal foot stub breakwater under a separate contract.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$48,000,000.00 (excluding Alternates, and Commission's Contingency).
4. User Agency: Chicago Park District
5. Project is located in Ward: 4<sup>th</sup>
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Douglas, Oakland, Grand Boulevard and Kenwood Community Areas as designated on Exhibit# 3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
8. Documents Available at: Cushing Co, 420 W. Huron Street, Chicago, IL 312-226-8228
9. Online Construction Documents Available at: [www.cushingco.com/pbc.htm](http://www.cushingco.com/pbc.htm)

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- 10. Pre-Bid Meeting Date, Time, and Location: **Thursday, March 18, 2010** at 9:30AM in 2nd fl boardroom, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. Technical Review Meeting to follow.
- 11. **Mandatory Technical Review Meeting** Date, Time, and Location: **Thursday, March 18, 2010** at 11:00AM in Room CL115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.

**\*NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.

- 12. Bid Opening Date and Time: **Thursday, April 1, 2010 at 2:00PM**
- 13. Amount of Bid Deposit: **5% amount of bid**
- 14. Document Deposit: **N/A**
- 15. Cost for Additional Documents (per set): **At the Contractor's own expense.**
- 16. MBE/WBE Contract Goals: **30% MBE and 5% WBE**
- 17. Source of Funding: **Chicago Park District**

**B. Time of Completion**

Substantial Completion (including Certificate of Occupancy for building) of the 31<sup>st</sup> Street Harbor Project is required no later than 4/25/2012.

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

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

**D. Liquidated Damages**

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

Substantial Completion of Project	\$100,000 if not completed by April 25, 2012, and \$10,000 per Day thereafter.
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

- 2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.

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3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

**E. Prevailing Wage Rates**

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

**End of Section II. PROJECT INFORMATION.**

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Contract No.1504  
31ST STREET LANDSIDE

### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

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

#### B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, 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 and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

#### C. Inspection of Site

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

#### D. Pre-Qualification of Bidders

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

#### E. Evidence of Continuing Qualifications of Bidder

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

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necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

### F. Preparation of Bid

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



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### G. Bid Deposit:

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

### H. Bidder's Execution of Bid

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

### I. Affidavit of Non-Collusion

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

### J. MBE and WBE Commitments

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

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

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

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

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

**L. Affidavit of Uncompleted Work**

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

**M. Bidder's Financial Statement**

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

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**N. Disclosure Affidavit**

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

**O. Statement of Bidder's Qualifications**

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

**P. Disclosure of Retained Parties**

The apparent low Bidder and the apparent 2<sup>nd</sup> 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.

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

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2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

#### U. Basis of Award

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

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

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insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

#### W. 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.

#### X. 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.

#### Y. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Award Criteria Figure, as defined herein, complying with all conditions set forth in the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Tuesday, April 16, 2010 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1504  
**31st STREET LANDSIDE**

**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1504, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

1, 2, 3, 4

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

UNIT PRICE BID FORM

Item No.	Description of Work	Unit(s)	Est. Qty.	Unit Price	Proposal
1	Precast concrete unit 24' arch, 10' high, 8' wide sections - Underpass	EA	6	\$ 14,716.67	\$ 88,300.-
2	Precast concrete unit 24' arch, 10' high, 6' wide sections - Underpass	EA	2	\$ 12,000.-	\$ 24,000.-
3	Concrete in footing - Underpass	L SUM			\$ 34,542.-
4	Concrete in retaining walls - Underpass	L SUM			\$ 52,173.-
5	Concrete in head walls - Underpass	L SUM			\$ 11,896.-
6	Reinforcement Bars - Underpass	L SUM			\$ 49,680.-
7	Driven piles HP12x53 - Underpass	LF	4,346	\$ 51.19	\$ 222,471.-
8	Architectural precast concrete cladding - Underpass	SF	3,466	\$ 56.08	\$ 194,388.-
9	Concrete cap, 1'-6" wide - Underpass	L SUM			\$ 5,000.-
10	Combination Traffic and Bicycle Railing - Underpass	L SUM			\$ 47,000.-
11	Waterproofing around precast concrete arch - Underpass	SF	4,200	\$ 9.45	\$ 39,690.-
12	Caissons—Garage	LF	4,550	\$	\$ 979,500.-
13	Lump Sum Portion (Remainder of all contract scope not included in Unit Price items, above.				49,451,360.-
14	Commission Contingency				\$2,000,000
15	Allowance Fund				\$500,000
16	<b>TOTAL BASE BID</b>	(Enter Total Base Bid on page 18, Line 1. of Award Criteria Formula)			<b>\$53,700,000.-</b>
<b>Alternate 1: Full-size Garage</b>					
1	Caissons, Garage Extension	LF	300	240.00	\$ 72,000
2	Steel H-piles, HP12x53, Garage Extension	LF	8,800	51.19	\$ 450,472
3	Lump Sum Portion - Full-size Garage Alternate (remainder of items not included in Items 1 - 2)				4,610,528
4	<b>Total Alternate #1 (Line Items 1-3)</b>				<b>\$5,133,000</b>
<b>Alternate 2: Provide alternate playground option</b>					
					\$ 486,800
<b>Alternate 3: Provide landscaping maintenance/ warranty - one additional year.</b>					
					\$ 35,500

194,373.28  
 979,478.50  
 53,699,964.54

**AWARD CRITERIA FIGURE (Basis of Award) \$ 51,122,400.**  
 (See Section V. Proposal Support Document, page 19, line 15. of Award Criteria Figure)

REVISED UNIT PRICE BID FORM, ADDENDUM No. 3, MARCH 30, 2010

Mayor Richard M. Daley, Chairman  
 ADDENDUM NO. 03

Erin Lavin Cabonargi, Executive Director  
 Page 6 of 6  
 DATE: March 30, 2010

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
3	Loading, transportation and disposal of stockpiled un-suitable soil	Tons	\$35.00
4	Excavation, loading, transportation and disposal of in-place un-suitable soil	Tons	\$45.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
22	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00
23	Furnish, place and compact aggregate material CA-6	Ton	\$16.00
24	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

Total Allowance Fund = \$500,000.00

**NOTES:**

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

**Site Work Allowance, dated March 26, 2010  
Addendum #2**

PUBLIC BUILDING COMMISSION OF CHICAGO

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ALTERNATES:

Accepted by  
the  
Commission

Yes No

Alternate Description

Proposed Alternate Price

Alternate #1 -ADD: To provide full garage option in lieu of base design. Additional Caissons (est. 300 LF); Steel H-Piles, HP 12x53 (est. 8,800 LF); Excavation for foundations/slab (est. 12,006 CY); and Excavation Material haul-off and disposal (est. 3,500 CY) will be paid at the contract unit base bid prices if alternate is accepted.  
**DO NOT INCLUDE COST OF ADDITIONAL UNIT PRICE WORK IN ALTERNATE PRICE.**

\$ 5,133,000

Alternate #2 -ADD: To provide alternate playground option.

\$ 486,800

Alternate #3 -ADD: To provide landscaping maintenance/warranty - one additional year.

\$ 35,500

The Bidder agrees that the cost of the add Alternates shall be in effect until April 30, 2010.

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

Travelers Casualty and Surety of America

One Tower Square, Hartford CT 06183

PUBLIC BUILDING COMMISSION OF CHICAGO

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31ST STREET LANDSIDE

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

Edward Johnson  
Secretary

Richard A. Daley  
Chairman

CONTRACTING PARTY  
(Print or type names underneath all signatures)

James McHugh Construction  
Contractor Name

1737 S. Michigan Ave.  
Address

If a Corporation:

By RLM  
Bruce Lake

\_\_\_\_\_  
President  
Title of Signatory

ATTEST  
By Ben Johnston  
Ben Johnston

\_\_\_\_\_  
Secretary  
Title

CORPORATE SEAL

If a Partnership:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

If a Sole Proprietorship:

\_\_\_\_\_  
Signature

NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 1 day of Apr, 2010

Julie A. Rosenthal  
Notary Public Signature  
Commission Expires: 4/25/11

(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1504

31ST STREET LANDSIDE

C. Corporate Resolution (if a Corporation)

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

James McHugh Construction Co.

a corporation duly organized and existing under the laws of the State of IL and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on April 27, 2009, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated 4-1, 2010 to the Public Building Commission of Chicago, for Contract No. 1504 of said Commission;

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

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

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

President:	<u>Bruce Lake</u>
Vice President:	<u>Bob Mortimer</u>
Secretary:	<u>Ben Johnston</u>
Treasurer:	<u>Pat Seery</u>
Assistant Secretary:	<u></u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 1<sup>st</sup> day of APRIL, 2010.

Ben Johnston  
Secretary Ben Johnston

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1504

31ST STREET LANDSIDE

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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

1. Instructions

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

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, including, without limitation, journeyworkers engaged in steel fabrication, and the truck drivers. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures (from line <sup>14</sup> of Bid Form)	<u>\$53,700,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>1,014,000</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>805,500</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>268,500</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>0.50</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>214,800</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.10</u>

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Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>161,100</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>53,700</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>2,577,600</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>51,122,400</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		<u>\$ 51,122,400</u>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

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

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors including, without limitation, steel fabrication 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.

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

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

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

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

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

<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
<u>Sprinkler fitters</u>	<u>30%</u>
<u>Bricklayers</u>	<u>30%</u>
<u>Carpenters</u>	<u>30%</u>
<u>Cement Masons</u>	<u>30%</u>
<u>Electricians</u>	<u>30%</u>
<u>Operating Engineers</u>	<u>30%</u>
<u>Painters</u>	<u>30%</u>
<u>Pipefitters</u>	<u>30%</u>
Plumbers	30%
Roofers	30%
Sheet metal workers	30%





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

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

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

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**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**

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**31ST STREET LANDSIDE**

**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. 1504

31ST STREET LANDSIDE

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: 31st Street Harbor - Landside

Project Number: 11120

FROM:

**X** Riteway Huggins Construction Services, Inc. MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

James McHugh Construction and Public Building Commission of Chicago  
(Name of General Bidder)

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

**X** \_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                                      \_\_\_\_\_ a Joint Venture

**X** The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 24, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Concrete, docks

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

\$15,150,000

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1504  
31ST STREET LANDSIDE

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

100% % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Riteway Huggins Construction Services, Inc.

**X** Name of MBE/WBE Firm (Print)  
March 29, 2010  
Date  
773/734-1600  
Phone

**X** Signature  
Maya Huggins-Garcia, VP of Operations  
Name (Print) Maya Huggins-Garcia

IF APPLICABLE:

By:

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

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



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

November 24, 2009

Larry Huggins  
Riteway-Huggins Construction Services, Inc.  
1030 East 87th Street  
Chicago, IL 60619-6314

Via U.S. Mail and Fax (773-289-0884)


Dear Mr. Huggins:

As you know, all businesses certified under Chicago's Minority and Women-owned Business Procurement Program are required to re-validate their status annually by filing a No Change Affidavit within 60 days prior to the certification expiration date.

In light of the recent transition of the program from the Department of Procurement Services to the City of Chicago Office of Compliance, we are extending your expiration date. The expiration date of your certification is hereby extended to **June 1, 2010**. You must still adhere to the time guidelines of the program and submit your No Change Affidavit 60 days prior to this new expiration date. Failure to file this Affidavit on time will inactivate your certification with the City of Chicago. Once your file has been closed, your firm must reapply for certification with the City of Chicago and submit another certification application with supporting documentation and another \$250.00.

Thank you for your continued participation in the program.

Sincerely,

  
Mary Elliott  
Managing Deputy Director



October 28, 2008

Larry Huggins, President  
**Riteway-Huggins Construction Services, Inc.**  
1030 East 87<sup>th</sup> Street  
Chicago, Illinois 60619

City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

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

**December 1, 2009**  
**1016074**

Dear Mr. Huggins:

We are pleased to inform you that **Riteway-Huggins Construction Services, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **December 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009.**

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

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

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

**Construction Management; General Contractor; Interstate Trucking;**  
**236220 - Commercial and Institutional Building Construction;**  
**236210 - Industrial Building Construction;**  
**236118 - Residential Remodelers**

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

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL/cc

NEIGHBORHOODS





PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1504  
31ST STREET LANDSIDE

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

Name of Project: 31st Street Harbor - Landside

Project Number: 11120

FROM:

**X** Kedmont Waterproofing MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

James McHugh Construction and Public Building Commission of Chicago  
(Name of General Bidder)

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

**X** \_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                                      \_\_\_\_\_ a Joint Venture

**X** The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/23/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Water proofing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$1,179,000  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1504

31ST STREET LANDSIDE

**SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As**

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Kedmont Waterproofing

Name of MBE/WBE Firm (Print)

4/1/10

Date

773/539-9595

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Lila Pine

Signature

Lila Pine

Name (Print)

Signature

Name (Print)

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Jamie L. Rhee  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-0010 (FAX)  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

September 23, 2009

Ms. Lila Pine, President  
**Kedmont Waterproofing Company, Inc.**  
5428 North Kedzie Avenue  
Chicago, Illinois 60625

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

**October 1, 2010**  
**1013509**

Dear Ms. Pine:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2010.**

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

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

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

**Waterproofing and Coating System  
Installation, Repair and Maintenance**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/ds



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1504  
31ST STREET LANDSIDE

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

Name of Project: 31st Street Harbor - Landside

Project Number: 11120

FROM:

**X** B.E.G. Inc. MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

James McHugh Construction and Public Building Commission of Chicago  
(Name of General Bidder)

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

**X** \_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                                      \_\_\_\_\_ a Joint Venture

**X** The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/3/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Trucking  
\_\_\_\_\_  
\_\_\_\_\_

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

\$1,000,000  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1504  
31ST STREET LANDSIDE

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

BEG INC.  
**X** Name of MBE/WBE Firm (Print)  
4-1-10  
Date 773-947-0910  
Phone

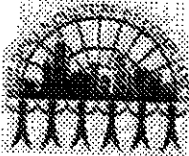
[Signature]  
**X** Signature  
Belinda Henderson  
Name (Print)

IF APPLICABLE:

By:

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

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



CITY OF CHICAGO  
OFFICE OF COMPLIANCE

---

From:	City of Chicago	Date:	11/3/2009 5:58:13 AM
To:	B.E.G., Inc. Belinda Henderson	Fax:	(773) 752-1640
		Phone:	(773) 947-0910

---

Belinda Henderson  
B.E.G., Inc.  
6019 S. Perry Chicago, IL 60621

Dear Belinda Henderson:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting B.E.G., Inc. a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for B.E.G., Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Minority Business Enterprise (MBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago  
Office of Compliance  
333 State Street, Suite 540  
Chicago, IL 60604  
Telephone: 312-747-7778  
Email: [integrity@cityofchicago.com](mailto:integrity@cityofchicago.com)

Sincerely,

Mary Elliott  
Acting Managing Deputy  
City of Chicago Office of Compliance

---



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

November 24, 2008

Belinda Henderson  
B.E.G., Inc.  
6019 South Perry  
Chicago, Illinois 60621

**Annual Certificate Expires: December 1, 2009**  
**Vendor Number: 1066774**

Dear Ms. Henderson:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **December 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009**.

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

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

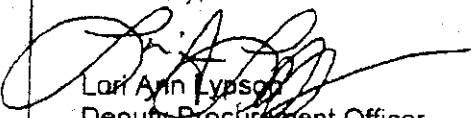
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Trucking and Hauling Services**

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

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL/la

**IL UCP Host: CTA**



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1504  
31ST STREET LANDSIDE

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

Name of Project: 31st Street Landside

Project Number: 11120

FROM:

Evergreen Supply Co. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

James McHugh Construction and Public Building Commission of Chicago  
(Name of General Bidder)

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

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

X a Corporation

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/23/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Materials

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

\$1,320,000



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1504  
31ST STREET LANDSIDE

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Evergreen Supply Company  
Name of MBE/WBE Firm (Print)

3/30/2010  
Date

73-376-4750 ext. 123  
Phone

[Signature]  
Signature  
Colleen Kramer  
Name (Print)

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

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

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

3127441235

dept of procurement line

10:16:43 a.m. 09 24 2009

1/1



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Jamie L. Rhee  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-0010 (FAX)  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

September 23, 2009

Colleen Kramer  
Evergreen Supply Company  
9901 S. Torrence Avenue  
Chicago, IL 60617

Annual Certificate Expires: October 1, 2010  
Vendor Number: 1008119

Dear Ms. Kramer:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **October 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2010**.

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

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

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

**Distributor of Electrical Material**

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

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

Sincerely,

Mark Flands  
Managing Deputy Procurement Officer

MH/bc

IL UCP HOST: IDOT

5 of 6



w/Giba



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.1504  
31ST STREET LANDSIDE

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

JADE Carpentry Contractors

X Name of MBE/WBE Firm (Print)  
4/1/10

Date  
773-594-1600

Phone

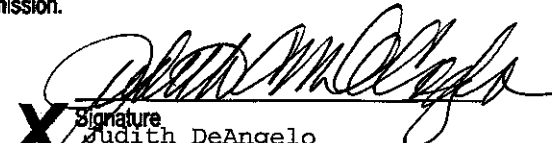
IF APPLICABLE:

By:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

X   
Signature  
Judith DeAngelo

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

\_\_\_\_\_  
Signature

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

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Monte M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

June 17, 2009

Judith DeAngelo  
Jade Carpentry Contractors, Inc.  
6575 N. Avondale  
Chicago, IL 60631

Annual Certificate Expires:  
Vendor Number:

April 1, 2010  
1026241

Dear Ms. DeAngelo:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2010**.

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

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

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

**Carpentry Contractor; Millwork Installation**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/bc

Revised: address change



**Vendor Information**CLOSE WINDOW  HELP**Vendor Information**

Business Name	Jade Carpentry Contractors, Inc
Owner	Judith DeAngelo
Address	6575 N. Avondale Ave.
> Map This Address	Chicago, IL 60631
Phone	773-594-1600
Fax	773-594-0442
Email	<a href="mailto:judydeangelo@jadecarpentry.com">judydeangelo@jadecarpentry.com</a>
Website	

**Certification Information**

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Certification Date	4/23/2009
Renewal Date	5/1/2010
Expiration Date	4/1/2012
Certified Business Description	Carpentry Contractor; Millwork Installation

**Commodity Codes**

Code	Description
NIGP 15021	Doors, Aluminum and Glass, All Types
NIGP 15027	Doors, Frames, and Jambs, Wood
NIGP 15049	Millwork: Counters, Custom-Made Cabinets, Shelves, etc.
NIGP 15076	Screen Doors and Window Screens, Wood Frame
NIGP 91427	Carpentry

**Customer Support**

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[Print This Page](#)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1504  
31ST STREET LANDSIDE

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

**SUB-SUBCONTRACTING LEVELS**

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

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

if MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

James McHugh Construction Co.

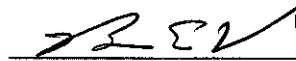
Name of Contractor (Print)

4-1-10

Date

312.986.8000

Phone



Signature

Bruce Lake

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. 1504

**31ST STREET LANDSIDE**

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

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

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

Dear Mrs. Cabonargi:

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1504  
 31ST STREET LANDSIDE

**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						
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						
Demolition						
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bidg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						
H.V.A.C.						

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1504  
**31ST STREET LANDSIDE**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1504  
**31ST STREET LANDSIDE**

**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					
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					
TOTAL Uncompleted					

Affidavit on Uncompleted Work.

A. Work Under This Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

Project	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Accumulated Totals
Metra - Golf Road	MWRD	Stickney WWTP Sludge	Uof C Hospital Concrete	Elysian	Aqua	Kinzie A	Maplebrook Sound Walls	Ashland Ave Yard Lead Improvement	161 W Kinzie JV LLC	Elgin, Joliet & Eastern Railway	Naperville Item 60	Joliet Soundwall Item 170	Chicago River Lock	McCook Shatt	OMP Metra Bridges	Village Market	
Contract With	METRA	MWRD	Gilbane	First Elysian Properties LLC	Aqua at Lakeshore East LLC	Parcel A Owner LLC	City of Naperville	Norfolk Southern	161 W Kinzie JV LLC	Elgin, Joliet & Eastern Railway	IDOT	IDOT	US Army Corp	US Army Corp	City of Chicago	Magellan	
Estimated Completion Date	Jan-11	Feb-14	Oct-10	Jul-09	Sep-09	May-10	Oct-10	Dec-10	Feb-10	Feb-10	Feb-11	Oct-10	Apr-12	Aug-11	Dec-10	Mar-11	
Total Contract Price	\$6,752,000	\$162,232,344	\$19,600,000	\$181,513,000	\$324,979,000	\$169,249,000	\$3,531,750	\$9,021,000	\$68,603,000	\$43,637,246	\$25,119,822	\$8,162,537	\$14,732,000	\$14,822,167	\$14,620,796	\$28,999,000	\$1,095,594,682.00
Uncompleted Dollar Value	\$789,000	\$162,232,344	\$6,269,000	\$1,317,000	\$16,030,000	\$4,768,000	\$2,138,000	\$3,943,000	\$12,971,000	\$41,251,000	\$11,366,000	\$7,823,000	\$14,299,000	\$14,586,000	\$12,252,000	\$28,999,000	\$342,053,344.00
																	\$1,437,650,026.00

B. Uncompleted Work to be done with your 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	5	6	7	8	9	10	11	12	13	14	15	16	TOTALS
Earthwork																	
Demolition										710,000	800,000	1,000,000		5,310,000			7,820,000
Sewer and Drain													560,000				560,000
Foundation											681,000						681,000
Painting																	
Struct. Steel (Bldg. Const.)										790,000			4,809,000				5,599,000
Ornamental Steel (Bldg)																	
Miscellaneous Concrete	100,000	12,500,000								1,350,000	1,223,000	420,000	490,000	2,490,000		9,300,000	27,975,000
Fireproofing																	
Masonry																	
HVAC																	
Mechanical																	
Electrical										480,000							480,000
Plumbing																	
Roofing & Sheet Metal																	
Flooring & Tile Work																	
Drywall & Plaster Work																	
Ceiling Construction																	
Blow Metal & Hardware																	
Glazing & Caulking																	
Miscellaneous Arch. Work																	
Landscaping												4,000,000					6,000,000
Fencing																	
Others (List)	200,000	18,455,000	6,289,000	240,000	2,150,000	1,580,000	745,000	702,000	2,426,000	8,014,000	2,699,000	927,000	2,070,000	1,733,000	3,780,000	3,423,000	55,345,000
TOTALS	300,000	32,955,000	6,289,000	240,000	2,150,000	1,580,000	745,000	702,000	2,426,000	11,344,000	5,395,000	6,347,000	7,889,000	9,473,000	3,780,000	12,925,000	104,460,000



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1504  
31ST STREET LANDSIDE

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.

BEL  
Signature

4-1-10  
Date

Bruce Lake

President

Name (Type or Print)

Title

James McHugh Construction Co.

Bidder Name  
1737 S Michigan Ave

Address  
Chicago IL 60616

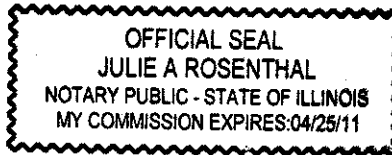
City State Zip

Subscribed and sworn to before me  
this 1 day of APR, 20 10

Julie A. Rosenthal  
Notary Public

(SEAL)

Commission expires: 4/25/11





**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. 1504  
**31ST STREET LANDSIDE**

**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 James McHugh Construction Co.

Submitted By Bruce E. Lake

Title President

Permanent Main Office Address 1737 S. Michigan Avenue, Chicago, IL 60616

Local Address 1737 S. Michigan Avenue, Chicago, IL 60616

Local Telephone No. and FAX No. (312) 986-8000 / (312) 431-8518

How many years operating as contractor for work of this nature? 113

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Fox River Bridge, North Aurora, IL	\$75,000,000	12/2009	Construction of causeways within river
2.				including construction of temporary
3.				bridge structure founded on drilled
4.				caissons for access to construction
5.				precast arch bridge.
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. 1504  
31ST STREET LANDSIDE

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 James McHugh Construction Co.
- (b) State and City in which incorporated Illinois Chicago
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- (d) Name and address of registered agent in Illinois  
James P. McHugh 1737 S Michigan Chicago IL 60616

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

<u>Bruce Lake</u>	<u>President</u>
Name	Title
_____	_____
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]  
Signature of Affiant

Subscribed and sworn to before me this 1 day of Apr 20 10

[Signature]  
Notary Public  
My Commission expires: 4/25/11

(SEAL)



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1504

**31ST STREET LANDSIDE**

**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 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1<sup>st</sup> and 2<sup>nd</sup> low bidders.

**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  
Contract No. 1504 31st St. Harbor - Landside

Description of goods or services to be provided under Contract

\_\_\_\_\_

\_\_\_\_\_

2. Name of Contractor: James McHugh Construction Co.
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:  X

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. 1504  
31ST STREET LANDSIDE

**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 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1<sup>st</sup> and 2<sup>nd</sup> low bidders.

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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

: CONTRACT NO. 1504

Description of goods or services to be provided under Contract

GENERAL CONTRACTOR PER PLANS AND SPECIFICATIONS

2. Name of Contractor: JAMES McHUGH CONSTRUCTION Co.
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. 1504  
 31ST STREET LANDSIDE

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
<b>NONE</b>			

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1504

PERFORMANCE AND PAYMENT BOND

Contract No. 1504

Bond No. 105422528

---

KNOW ALL MEN BY THESE PRESENTS, that we, James McHugh Construction Company,  
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  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

---

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of  
\*Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of Fifty-Three Million Six Hundred Ninety-Nine  
Thousand Nine Hundred Sixty-Four Dollars and Fifty-Four Cents (\$53,699,964.54) 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 April 13, 2010, for the fabrication, delivery, performance and  
installation of

31<sup>st</sup> Street Harbor-Landside  
3155 S. Lake Shore Drive, Chicago, IL.  
New Construction

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. 1504

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

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

It is expressly understood and agreed that this Bond, in the penal sum of Fifty-Three Million Six Hundred Ninety-Nine Thousand Nine Hundred Sixty-Four Dollars and Fifty-Four Cents (\$53,699,964.54), 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. 1504

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

WITNESS:

Name \_\_\_\_\_

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

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

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

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

CORPORATE SEAL

ATTEST:

James McHugh Construction Company  
Corporate Principal

BY Ben Johnston  
Secretary  
Title \_\_\_\_\_

BY [Signature]  
President  
Title \_\_\_\_\_

1737 S. Michigan Avenue  
Chicago, IL 60616

Travelers Casualty and Surety  
Company of America  
Corporate Surety

BY Oscar F. Rincon  
Oscar F. Rincon, Witness  
215 Shuman Boulevard  
Naperville, IL 60563, 630-961-7005  
Business Address & Telephone

[Signature]  
Title David C. Banks, Attorney-in-Fact  
CORPORATE SEAL

FOR CLAIMS (Please Print):  
Contact Name: Todd D. Baraniak

Business Address: 215 Shuman Boulevard, Naperville, IL 60563

Telephone: 630-961-7002 Fax: 866-216-5979

The rate of premium of this Bond is \$ 7.75/M decreasing per thousand. \*\*  
Total amount of premium charged is \$ 316,525.00 \*\*

\* 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

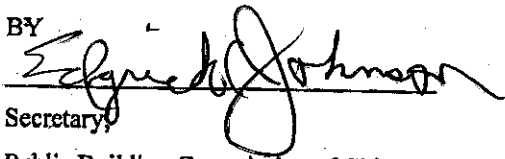
Contract No. 1504

BOND APPROVAL

BY

Secretary,

Public Building Commission of Chicago

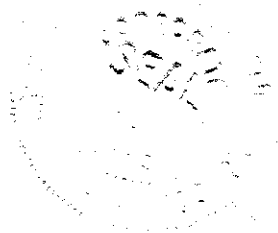


CERTIFICATE AS TO CORPORATE SEAL

I, Benjamin A. Johnston, certify that I am the \_\_\_\_\_ Secretary of James MuHugh Construction Company, corporation named as Principal in the foregoing performance and payment bond, that Bruce E. Lake 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 20<sup>th</sup> day of Apr. 2010.

CORPORATE SEAL





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221946

Certificate No. 003397454

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David C. Banks, Eileen Lucitt, and Alice M. Banks

of the City of Wheaton/Crestwood, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of December, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 18th day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

STATE OF ILLINOIS  
COUNTY OF COOK

I, Oscar F. Rincon Notary Public in and for said County, do hereby  
certify that David C. Banks Attorney -in-Fact, of the:

TRAVELERS CASUALTY AND SURETY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
SEABOARD SURETY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY AND SURETY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
SEABOARD SURETY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 15<sup>th</sup> day of April A.D. 20 10.

Oscar F. Rincon  
Notary Public







POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222208

Certificate No. 003522698

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

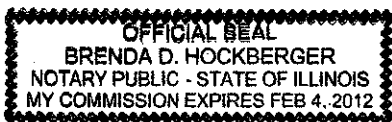
Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Erik Janssens, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathleen M. Anderson, Vaenessa Sims, Luisa Seymour, Marva Miller, Thomas N. Tague, Brenda D. Hockberger, Meredith Day, Carlina A. Jewell, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Meyer, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, David Letcher, Andrew Stontz, Jennifer Seppi, Ann Mulder, Gabriel Jacquez, Amber E. Armand, and Matthew Donovan

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of

State of ILLINOIS
County of DUPAGE

On this 29th day of April, 2010, before me personally appeared Oscar F. Rincon known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Brenda D. Hockberger (Notary Public)

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 4th day of March, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault (Notary Public)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1504

**31ST STREET LANDSIDE**

**Document Submittal Checklist**

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

1. \_\_\_\_ Contractor's Bid
2. \_\_\_\_ Bid Guarantee
3. \_\_\_\_ Acceptance of the Bid
4. \_\_\_\_ Basis of Award (Award Criteria)
5. \_\_\_\_ Unit Prices (If applicable)
6. \_\_\_\_ Affidavit of Non-Collusion
7. \_\_\_\_ Schedule B – Affidavit of Joint Venture (if applicable)
8. \_\_\_\_ Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. \_\_\_\_ Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. \_\_\_\_ Affidavit of Uncompleted Work
11. \_\_\_\_ Proof of Ability to Provide Bond
12. \_\_\_\_ Proof of Ability to Provide Insurance
13. \_\_\_\_ General Contractor's License

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

1. \_\_\_\_ Financial Statement
2. \_\_\_\_ Disclosure Affidavit
3. \_\_\_\_ Statement of Bidder's Qualifications

If the Contractor is the first or second low bidder, then the Contractor is required to submit the following within five (5) days after bid opening.

\_\_\_\_ **Disclosure of Retained Parties** (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1504  
 31ST STREET LANDSIDE

**EXHIBIT #1**

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

**Cook County Prevailing Wage for March 2010**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNISHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN	ALL			31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			49.800	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 2			48.300	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 3			43.000	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	FLT 4			35.750	49.800	1.5	1.5	2.0	10.35	7.050	1.900	1.000
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS	BLD			31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD			38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1504

**31ST STREET LANDSIDE**

PLUMBER	BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD	37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD	28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD	40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

**COOK COUNTY**

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

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



# PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1504

## 31ST STREET LANDSIDE

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

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

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1504

### 31ST STREET LANDSIDE

sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**31ST STREET LANDSIDE**

type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 1/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil

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Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

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

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Contract No.1504

**31ST STREET LANDSIDE**

dredge).

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

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

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

**TERRAZZO FINISHER**

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

**TRAFFIC SAFETY**

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

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

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

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit;

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**31ST STREET LANDSIDE**

Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

**Other Classifications of Work:**

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

**LANDSCAPING**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1504

**31ST STREET LANDSIDE**

**EXHIBIT #2 INSURANCE REQUIREMENTS**

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

**A. INSURANCE TO BE PROVIDED**

**1) Workers' Compensation and Employers Liability**

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$25,000,000 per occurrence, with per project aggregate, insuring claims for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (maintained for a minimum of two (2) years following project completion), explosion, collapse, underground hazards, separation of insured, defense outside the limit of liability, and contractual liability, with no limitation endorsement. The Public Building Commission, Chicago Park District, and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Chicago Park District, and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

**4) Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$10,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.1504

### 31ST STREET LANDSIDE

of two (2) years. The Public Building Commission, Chicago Park District, and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

#### 5) Professional Liability

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

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

#### 6) Builders Risk

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

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

#### 7. Marine Protection & Indemnity

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$10,000,000. Coverage must include property damage and bodily injury to third parties, pollution liability, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The Public Building Commission, Chicago Park District, and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.1504

**31ST STREET LANDSIDE**

**B. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**31ST STREET LANDSIDE**

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

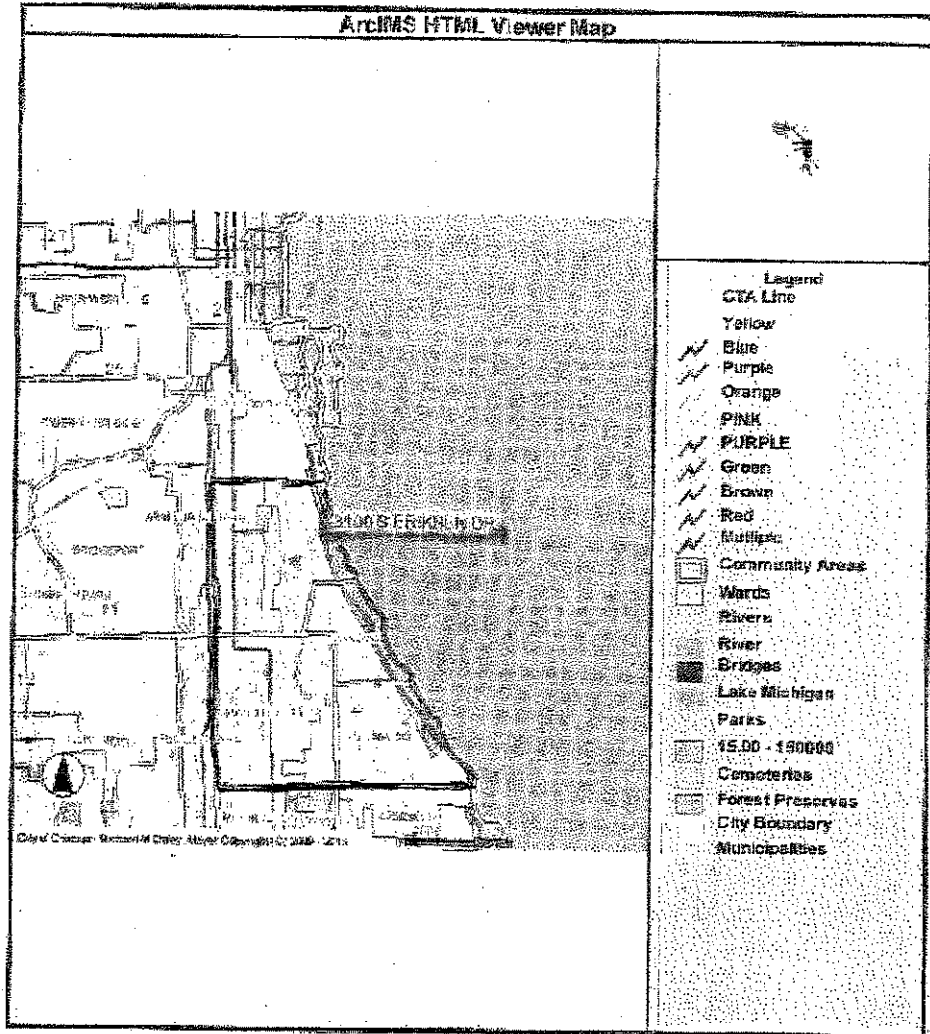
**EXHIBIT # 3 COMMUNITY AREA MAP  
DOUGLAS, OAKLAND, GRAND BOULEVARD AND KENWOOD**

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No.1504  
**31ST STREET LANDSIDE**

Map Output

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EXHIBITS COMMUNITY AREA MAP: DOUGLAS, OAKLAND, GRAND BOULEVARD AND KENWOOD



[http://maps.cityofchicago.org/service/com.csl.esri/map.EsriMap?ServiceName=public\\_ova...](http://maps.cityofchicago.org/service/com.csl.esri/map.EsriMap?ServiceName=public_ova...) 9/24/2009

**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 :

JAMES MCHUGH CONSTRUCTION CO  
1737 S MICHIGAN AVE  
CHICAGO IL 60616-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04112

CERTIFICATE NUMBER: GC04112-7

FEE: \$ 2000

DATE ISSUED: 02/02/2010

DATE EXPIRES: 03/16/2011

**THIS LICENSE IS NON-TRANSFERABLE**

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

A handwritten signature in black ink, appearing to read "Richard M. Daley".

Richard M. Daley  
Mayor

A handwritten signature in black ink, appearing to read "Richard J. Monocchio".

Richard J. Monocchio  
Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)  
05/06/2010

<b>PRODUCER</b> 877-945-7378  Willis of Illinois, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> James McHugh Construction Co. 1737 S Michigan Avenue Chicago, IL 60616	INSURER A: The Travelers Indemnity Company of Connec	25682-002
	INSURER B: Westchester Fire Insurance Company	21121-001
	INSURER C: Travelers Property Casualty Company of Am	25674-004
	INSURER D: Indian Harbor Insurance Company	36940-001
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	VTC2K3808B600IND09	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	VTJCAP5807B01ATIL09	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$  AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	G24045353002	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	VTC2JUB4746B64009	11/1/2009	11/1/2010	<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		OTHER Professional Liability	PEC0029430	11/1/2009	11/1/2010	\$2,000,000. Limit

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

Job: Contract No. 1504 31st Street Landside

See Attached

*OK until 3/1/11 - review for P+E  
5/6/10*

### CERTIFICATE HOLDER

Public Building Commission  
 Richard J. Daley Center  
 Procurement Department, Room 200  
 Chicago, IL 60602

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Taren J. Chambers*

**Willis****CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3DATE  
05/06/2010

PRODUCER

877-945-7378

Willis of Illinois, Inc.  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 37230-5191

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

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

James McHugh Construction Co.  
1737 S Michigan Avenue  
Chicago, IL 60616

INSURER A: The Travelers Indemnity Company of Connec 25682-002

INSURER B: Westchester Fire Insurance Company 21121-001

INSURER C: Travelers Property Casualty Company of Am 25674-004

INSURER D: Indian Harbor Insurance Company 36940-001

INSURER E:

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

Pollution Liability  
Policy #PEC0029430  
Carrier: Indian Harbor Insurance Company  
Policy Period: 11/01/2009-11/01/2010  
Limits: \$10,000,000 Each Claim \$10,000,000 Aggregate

Builders Risk  
Policy#MXI93018191  
Carrier: AGCS Marine Insurance Company  
Policy Period: 05/05/2010-04/16/2012  
Location of project: 3155 S. Lakeshore Drive  
Limits: \$54,222,265 deductible \$5,000  
Earthquake and Flood: \$10,000,000 deductible \$10,000

Commercial Umbrella policy #G24045353002

This policy includes a Residential Construction Operations Exclusion Endorsement which states in part "Construction of or any other work related to any residential building including but not limited to any single-family dwelling, multi-tract housing development, townhouse, or condominium. However, we will not apply this exclusion to any part of a condominium development or townhouse provided the building is composed of exterior walls constructed of any combination of concrete materials/masonry materials or steel or aluminum or glass. The weight bearing support structures of the floors and roof must be constructed of metal and/or concrete, glass, asphalt or other non-combustible material. This exception will not apply to any condominium or townhouse construction in the states of AZ, CA, CO, HI, NV, OR, UT & WA except for the hotel & condo project located in Telluride, Colorado. For the purpose of this endorsement, residential building does not include apartments, senior living facilities, hotels, motels, hotel condos, prisons and other buildings that are not intended to be owner occupied buildings.

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Public Building Commission, Chicago Park District, Army Corps of Engineers and the City of Chicago are ADDITIONAL INSUREDS pertaining to the General Liability and Automobile Liability policies, with respects to liability arising out of the Named Insureds operations on the referenced job. Professional services for architects, engineers, consultants, etc., are EXCLUDED.

This insurance is Primary and Non-contributory with the insurance issued directly to the Additional Insureds.

A Waiver of Subrogation in favor of the ADDITIONAL INSUREDS is included on the General Liability, Auto Liability and Umbrella policies only.

Long Shore and Harbor Workers coverage is included under the Workers Compensation Policy.

## **IMPORTANT**

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

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

## **DISCLAIMER**

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