Contractor: Heneghan Wrecking Company, Inc.

Contact Name: Rita Heneghan

Address: 1321 W. Concord Place

City/State/Zip: Chicago, Illinois 60642
Phone Number: 773-342-9009
Fax Number: 773-342-6123

TO BE EXECUTED IN DUPLICATE

BOOK 1:

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

CONTRACT NO.1517

MICHAEL REESE HOSPITAL CAMPUS 2929 SOUTH ELLIS AVENUE **DEMOLITION AND ASBES TOS ABATEMENT PROJECT #04100**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley Chairman

Erin Lavin Cabonargi **Executive Director**

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

Any Contract entered into as a result of this bid process is governed by: Book1 "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.

MAY 2010

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- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County
- 2. Insurance Requirements
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Michael Reese Hospital Demolition and Asbestos Abatement

I. INTRODUCTION

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Thank you for your interest in bidding on this project, which is being undertaken by 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

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

MICHAEL REESE HOSPITAL CAMPUS 2929 SOUTH ELLIS AVENUE DEMOLITION AND ASBES TOS ABATEMENT PROJECT #04100

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

- General Description of Scope of Work:
 - a. As further described in the detailed specifications and drawings, Abate all asbestos, hazardous material and demolish the parking structure, Building #22, in Group F.
 - 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.
- Construction Budget: \$300,000.00 (excluding Allowances and Commission's Contingency Funds).
- User Agency: City of Chicago
- 5. Project is located in Ward: 4th
- 6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the Douglas, Grand Boulevard, Kenwood and Oakland Community Areas as designated on Exhibit# 3 Community Area Map.
- 7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ingrid Worrell, Contract Officer by (email) ingrid.worrell@cityofchicago.org or (fax) 312-744-3572
- Contract Documents Available at: BHFX digital Imaging, 19 S. Wabash Avenue, Chicago, IL. 60603, Attn: Tim Campbell-312-782-2226.

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9. Online Contract Documents Available at: http://planroom.bhfx.net/pnonline/viewdetails.asp?a=details&prid=6544

- 10. Pre-Bid Meeting Date, Time, and Location: Tuesday, August 17, 2010 at 10:00AM in the 2nd Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
- *Mandatory Technical Review Meeting for invited Pre-qualified Bidders: Tuesday, August 17, 11. 2010 at 11:00AM, in the 2nd Floor Board Room. An authorized representative of each pregualified 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. Pregualified 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, August 26, 2010 at 11:00AM

13. Amount of Bid Deposit: 5% amount of bid

- Amount of Commission's Contingency Fund: \$37,200.00 14.
- 15. Document Deposit: N/A
- 16. Cost for Additional Documents (per set):

At the Contractor's own expense.

MBE/WBE Contract Goals: 30% MBE and 10% WBE 17.

18. Source of Funding: City of Chicago

B. Time of Completion

2 2

Substantial Completion of the Work must be achieved no later than (75) Days after the Notice to Proceed.

C. Commission's Contingency Fund

- The Commission's Contingency Fund for this project is: \$37,200.00
- 2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

D. 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.

E. Prevailing Wage Rates

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 maintained by the State of Illinois Department of labor.

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III. INSTRUCTIONS FOR BIDDERS

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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: Ingrid Worrell, Contract Officer, email; ingrid.worrell@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

- Unless otherwise indicated in Part !! "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

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- 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.
- 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.
- 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
- 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:

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- 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.
- 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.
- 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.
- 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.
- 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.
- 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, which is a MBE/Non-MBE joint venture, 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 MWBE 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:

- Local Subcontracting Requirement
 - 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 <u>not</u> 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.
- 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. Disclosure of Retained Parties

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

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N. Submission of Bid

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

O. Withdrawal of Bids before Bid Opening

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

P. Opening of Bids

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

Q. Evaluation of Bids

- The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
- 2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
- 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.

R. 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.

S. Performance and Payment Bond and Insurance

 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

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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) <u>Insurance To Be Provided By the Contractor</u>
 The insurance requirements are attached as Exhibit 2.
 - 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 insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

T. Protests

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- 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.
- 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.

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U. Licensing

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

V. Award Of Contract; Rejection Of Bids

- 1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees that its bid shall be in effect until midnight, Tuesday, September 21, 2010 and that the bid may not be withdrawn until that time.
- 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.

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Michael Reese Hospital Demolition and Asbestos Abatement

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. 1517, 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)

Addendum 1, dated 8/16/10, Addendum 2, dated 8/24/10, Addendum 3, dated 8/27/10

Addendum 4, dated 9/17/10, Addendum 5, dated 10/18/10, Addendum 6, dated 10/19/10

Addendum 7, dated 10/22/10, Addendum 8, dated 10/26/10

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 Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the 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 Contract Price, 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 Contract No.1517

Michael Reese Hospital Demolition and Asbestos Abatement

BID FORM

ITEM	AMOUNT
WORK- GROUP F-BUILDING# 22	\$ 321,400.00
SITE WORK ALLOWANCE	\$42,000.00
COMMISSION'S CONTINGENCY FUND	\$37,200.00
TOTAL BASE BID	\$400,600.00
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 390,585.00

SURETY: Please specify full legal name and address of Surety:	
Travelers Insurance Company, Inc.	
215 Shuman Bouelvard	
Naperville, Illinois 60563	

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No.1517 Michael Reese Hospital Demolition and Asbestos Abatement

BID FORM-PAGE 13A

ALTERNATE Group A-Building#1

Accepted by th Commission Yes No	<u>Alternate Description</u>	Proposed Alternate Price
	Alternate –ADD: Building # 1-Group A- Demolition and Asbestos Abatement of Building No. 1: See Technical Specification-Change 5- Addendum # 6.	\$_155,350.00

General Contractor must provide MBE/WBE Schedule C-Letter of Intent from MBE/WBE & Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation Forms prior to the issuance of the Notice-of-Proceed on the Alternate Bid.

Contract No.1517 Michael Reese Hospital Demolition and Asbestos Abatement

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	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
6	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
7	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
8	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
9	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
10	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
11	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
12	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
13	Water analysis for full MWRDGC contaminants List	Each	\$750.00
14_	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
15	Contaminated water-hauling and disposal of drums	Drums	\$200.00
16	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
17	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
	Total Allowance Fund =	\$42,000.00	

NOTES:

- 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.
- 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.
- 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.

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

B. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused counterparts the day and year first above written.	this instrument to be executed in two (2) original
PUBLIC BUILDING COMMISSION OF CHICAGO Secretary CONTRACTING PARTY	Richard Maley Chairman
(Print or type names underneath all signatures)	
Heneghan Wrecking Company, Inc. Contractor Name	1321 West Concord Place, Chicago, IL 60642 Address
By Atuk I Herberhan	President
ATTEST: Heneghan Rita Heneghan	Title of Signatory Secretary Title
If a Partnership: N/A	
Partner	Address
Partner	Address
Partner	Address
If a Sole Proprietorship: N/A	
Signature	
NOTARY PUBLIC County of Cook State of IL Subscribed and sworn to before me on this 28th day of	October, 20 10 .
Test	(SEAL)
AMY A	OFFICIAL SEAL A. RYAN-HARENBERG Y PUBLIC, STATE OF ILLINOIS MMISSION EXPIRES 5-6-2014

Contract No.1517

Michael Reese Hospital Demolition and Asbestos Abatement

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.	Total Base Bid, in figures	\$400,600.00
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)	.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	\$ 8,012.00
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)	0
Line 5.	Multiply Line 4 by Line 1 by 0.03	0
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)	.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	2003
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)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	0

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(Maximum figure 0.10) 0 Line 11. Multiply Line 10 by Line 1 by 0.03 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) Line 13. Multiply Line 12 by Line 1 by 0.01 0 Line 14. Summation of Lines 3, 5, 7, 9, 11, and 13 \$ 10,015.00 Line 15. Subtract Line 14 from Line 1 (= "Award Criteria Figure") \$390,585.00

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 390,585.00

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:

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 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:

Line 1 x 04 100

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

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

Line 1 x 03 100

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

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

Line 1 x 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.

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

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6. Major Trades

Asbestos Workers

Boiler Makers

Bricklayers

Carpenters

Cement Masons Electricians

Elevator Construction

Glaziers

Mechanists

Machinery Movers

Omamental Iron Workers

Lathers

Operating Engineers

Painters

Pile Driver Mechanics

Pipe Fitters/Steam Fitters

Plasterers

Plumbers

Roofers

Sheet Metal Workers

Sprinkler Fitters

Steel Fabricators (in shop or on-site)

Technical Engineers

Tuck Pointers

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION

Asbestos Workers Laborers, Demolition Operating Engineer

PERCENT OF MINORITY

50%	•
 301	
 50%	
 25%	

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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affida	vit Of Non-col	llusion	•
STATE	OF ILLINOIS }		
COUNT	Y OF COOK }	} SS	
	Rita	Heneghan	, being first duly sworn, deposes and says that:
(1)	He/She is	Vice President	
(Owne	r, Partner, Office	r, Representative or Agen	
the Bio	lder that has sub	Heneghan Wreckin mitted the attached Bid;	ig Company, The.
(2) circum	That Bidder i stances respecti		g the preparation and contents of the attached Bid and of all pertinent
(3)	Such Bid is g	enuine and is not a collus	ive or sham bid;
other I bid ha indired fix the the bid	t, including this Bidder, firm, or p s been submitte tly, sought by a price or prices in I price of any ot	affiant, has in any way co person to submit a collusion d or to refrain from bidding greement or collusion or on the attached bid or in the her Bidder, or to secure	partners, owners, agents, representatives, employees, or parties in olluded, connived, conspired, or agreed, directly or indirectly, with any we or sham bid in connection with the Contract for which the attached in connection with such Contract, or has in any manner, directly or communication or conference with any other Bidder, firm, or person to at of any other Bidder, or to fix any overhead, profit, or cost element of through any collusion, conspiracy, connivance or unlawful agreement mission of Chicago or any person interested in the proposed Contract;
emplo	racy, connivance yees, or parties in The Bidder of gging), 720 ILC	e, or unlawful agreement in interest, including this a s rot barred from bidding	ached Bid are fair and proper and are not tainted by any collusion, on the part of the Bidder or any of its agents, representatives, owners, ffiant. as a result of having violated <i>Illinois Criminal Code</i> , 720 ILCS 5/33E-3 the <i>Prevailing Wage Act</i> , 30 ILCS 570/0.01 through 570/7.
Vic (Title)	e President	to before me this 28th	day ofOctober20 _10
(Title)	tary Public	es: 05/06/2014	OFFICIAL SEAL AMY A. RYAN-HARENBERG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-6-2014

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N/A

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

	Nan	ne of joint venture
<u>?</u> .	Add	ress of joint venture
3.	Pho	ne number of joint venture
ŀ.	lder	ntify 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.)
	В.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
5.	Nat	ure of joint venture's business
3 .	Pro	vide a copy of the joint venture agreement.
7.	Ow	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
8.	Spe	ecify as to:
	A.	Profit and loss sharing%
	В.	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)

A.	-	inancial decisions N/A	
В.	ı	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	
Ε.		Supervision of office personnel	
F. 		Describe the financial controls of the joint venture, e.g., will a separate cost center be venturer will be responsible for keeping the books; how will the expense therefor be reimb of each joint venturer to commit or obligate the other. Describe the estimated contract joint venturer.	ursed; the authori
G.		State approximate number of operational personnel, their craft and positions, and whethe employees of the majority firm or the joint venture.	r they will be
Pk	ea	se state any material facts of additional information pertinent to the control and structure o	f this joint venture

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Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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.

N/A		
Name of Joint Venturer	Name of Joint Venturer	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	
State ofCounty of	State ofCounty of	
On this day of, 20	On this day of, 20	
before me appeared (Name)	before me appeared (Name)	
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,	
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state	
that he or she was properly authorized by	that he or she was properly authorized by	
(Name of Joint Venture)	(Name of Joint Venture)	
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her	
free act and deed.	free act and deed.	
Notary Public	Notary Public	
Commission expires: (SEAL)	Commission expires: (SEAL)	

REV. MAY 2010

Contract No.1517

Michael Reese Hospital Demolition and Asbestos Abatement

SCHEDULE C - Letter of Intent from MBE/WBE

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

Name of Project: Michael Reese Hospital Demolition and Asbestos Abatement			
Project Number: 1517			
FROM:			
Eason Environmental Services, Inc MBE X WBE (Name of MBE or WBE)			
TO:			
Heneghan Wrecking Company, Inc. and Public Building Commission of Chicago (Name of Bidder)			
The undersigned intends to perform work in connection with the above-referenced project as (check one):			
a Sole Proprietor x a Corporation			
a Partnershipa Joint Venture			
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated			
The undersigned is prepared to provide the following described services or supply the following described goods in			
connection with the above-named project. Asbestos Removal			
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.			
\$10,000			

Contract No.1517 Michael Reese Hospital Demolition and Asbestos Abatement

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 attach additional sheet(s).	firm's proposed scope of work and/or payment schedule,	
be filled in each blank above. If more than 10% percent of will be sublet, a brief explanation and description of the wor. The undersigned will enter into a formal agreement for the	ct will be sublet to MBE/WBE contractors. any of the work described in this Schedule, a zero (0) must of the value of the MBE/WBE subcontractor's scope of work rk to be sublet must be provided. e above work with the General Bidder, conditioned upon its on of Chicago, and will do so within five (5) working days of	
Phone IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date Phone	Name (Print) MBE WBE Non-MBE/WBE	



OFFICE OF COMPLIANCE

August 24, 2010

Rex Eason, Sr.
Eason Environmental Services, Inc.
1256 South Union Avenue
Chicago, IL 50638

Certification Expires:

12/1/2011

Dear Rex Bason, Sr.:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until 12/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 10/2/2011. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please also note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to

file your request for recertification within the required time period;

- provide financial or other records requested pursuant to an audit within the required time period;
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county fail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Eason Environmental Services, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

91047 Lead Abatement Services 91240 Demolition Services

91427 Carpentry 92658 Lead and Asbestos Inspection Services 92678 Remediation Services, Environmental

Your firm's participation on City contracts will be credited only toward MBE/WBE/BEPD 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 a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott

Acting Managing Deputy

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

SCHEDULE C - Letter of Intent from MBE/WBE

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

Name of Project: Michael Reese Hospital Demolition and Asbestos Abatement
Project Number: 1517
FROM:
Petromex, Inc. MBE X WBE
(Name of MBE or WBE)
TO:
Heneghan Wrecking Company, Inc. and Public Building Commission of Chicago (Name of 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 8/24/10. 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. Fuel Supply
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$30,000

REV. MAY 2010

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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:		
attach additional sheet(s). SUB-SUBCONTRACTING LEVELS	BE/WBE firm's proposed scope of work and/or payment schedule, ubcontract will be sublet to non-MBE/WBE contractors.	
If MBE/WBE subcontractor will not be sub-subcon be filled in each blank above. If more than 10% p will be sublet, a brief explanation and description of the undersigned will enter into a formal agreement	stracting any of the work described in this Schedule, a zero (0) must be be be be the MBE/WBE subcontractor's scope of work of the work to be sublet must be provided. In the above work with the General Bidder, conditioned upon its be provided.	
Petromex, Inc. Name of MBE/WBE Firm (Print) 11/3/10	Signature L. Hatrander	
Date 708-489-1733 Phone	Name (Print)	
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBE WBE Non-MBE/WBE	
Phone	· · · · · · · · · · · · ·	

August 24, 2010

Felipe Estrada Petromex, Inc. 14702 S. Hamlin Ave. Midlothian, IL 60445

Annual No Change Affidavit Due:

August 1, 2011

Dear Felipe Estrada:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until August 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by August 1,2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by June 2, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayles Chief Producement Officer

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

July 20, 2009

Felipe Estrada, President Petromex, Inc. 14702 South Hamlin Avenue Midlothian, Illinois 60445

Annual Certificate Expires: Vendor Number:

August 1, 2010 1033840

Dear Mr. Estrada:

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

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:

Wholesale and Distribution of Petroleum Products, Diesel Fuel, Gasoline and Special Fuels

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

Mark Hands

Managing Deputy Procurement Officer

MH/emc

IL UCP HOST: CITY OF CHICAGO





Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

SCHEDULE C - Letter of Intent from MBE/WBE

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

Name of Project: Michael Reese Hospital Demolition and Asbestos Abatement
Project Number: 1517
FROM:
Steve's Equipment Services, Inc. MBE X WBE
(Name of MBE or WBE)
то:
Heneghan Wrecking Company, Inc. and Public Building Commission of Chicago (Name of Bidder)
The undersigned intends to perform work in connection with the above-referenced project as (check one):
a Sole Proprietor x a Corporation
a Partnershipa Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Aug. 24,2010. 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.
Equipment Purchase/Lease
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$80,500

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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

For any of the above items that are partial pay items, s	pecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/V attach additional sheet(s).	VBE firm's proposed scope of work and/or payment schedule
% of the dollar value of the MBE/WBE subconfractor will not be sub-subconfractor be filled in each blank above. If more than 10% percewill be sublet, a brief explanation and description of the The undersigned will enter into a formal agreement for	r the above work with the General Bidder, conditioned upon its ission of Chicago, and will do so within five (5) working days o
IF APPLICABLE: By:	٠
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

CITY OF CHICAGO

OFFICE OF COMPLIANCE

August 24, 2010

Stephen L Martines Steve's Equipment Services, Inc. 1400 Powis Road West Chicago, IL 60185

Annual No Change Affidavit Due:

November 1, 2011

Dear: Stephen L Martines

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until November 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by November 1, 2011. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by September 2, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

file your No Change Affidavit within the required time period;

- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Steve's Equipment Services, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

3580 Snow Melters for Runways (See Class 765 for other Snow Equipment) 89044 Meters, Water

93639 Generators, Portable and Stationary, Including Parts and Accessories 97534 Earth Moving Equipment (Graders, Dozers, Loaders, etc.) Rental or Lea 99836 Equipment, Heavy

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 a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott

Acting Managing Deputy

Contract No.1517

Michael Reese Hospital Demolition and Asbestos Abatement

SCHEDULE C - Letter of Intent from MBE/WBE

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

Name of Project: Michael Reese Hospital	Demolition ar	nd Asbesto	s Abatem	ent
Project Number: 1517			:	
FROM:				
Luise, Inc.	MBE	WE	x	•
(Name of MBE or WBE)			·	
TO:				
Heneghan Wrecking Company, Inc. and (Name of Bidder)	Public Building Cor	mmission of C	Chicago	
The undersigned intends to perform work in connecti	ion with the above-	referenced pr	oject as (che	ck one):
a Sole Proprietor	· 	X	_ a Corporati	on
a Partnership	· 	·	_ a Joint Ven	ture
The MBE/WBE status of the undersigned is In addition, in tMBE/WBE firm, a Schedule B, Joint Venture Affidavi	the case where th	the attached e undersigne	Letter of d is a Joint	Certification, dated Venture with a non-
The undersigned is prepared to provide the following connection with the above-named project. Haul	ling	(Plane) de la colonia de la colonia de la colonia de la colonia de la	······································	g described goods in
The above-described services or goods are offered Contract Documents.	for the following p	rice, with terr	ns of paymer	nt as stipulated in the
\$31,	000			· · · · · · · · · · · · · · · · · · ·

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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

For any of the above items that are partial pay	items, specifically describe the wor	k and subcontract dolla	r amount:
If more space is needed to fully describe the attach additional sheet(s).	e MBE/WBE firm's proposed scop	e of work and/or paym	ent schedule,
SUB-SUBCONTRACTING LEVELS O	BE subcontract will be sublet to MBE boontracting any of the work descriped of the work descriped of the MBI ion of the work to be sublet must be the ment for the above work with the general commission of Chicago, and will	WBE contractors. bed in this Schedule, a EWBE subcontractor's provided. General Bidder, condit	zero (0) must scope of work ioned upon its
Luise, Inc.	Huse		
Name of MBE/WBE Firm (Print) 11/3/10	Signature LV / S E	6 ARCI.	- A
Date	Name (Print)	wrycy.	9
708-488-0500	, , , , , ,	.i. :	
Phone			
IF APPLICABLE: By:		:	
Joint Venture Partner (Print)	Signature	:	
Date	Name (Print) MBE WBE	Non-MBE/WBE	_
Phone			

August 24, 2010

Luise Garcia Luise, Inc. 1346 Hannah Forest Park, IL 60130

Annual No Change Affidavit Due:

November 1, 2011

Dear Luise Garcia:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until November 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by November 1, 2011. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by September 2, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- file your No Change Affidavit within the required time period;
- · provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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

Name of Project: Michael Reese Hospital D	emolition a	and Asbestos Abat	ement
Project Number: 1517			
FROM:			
R.W. Collins Co.	MBE	WBEX	
(Name of MBE or WBE)			
TO:			
Heneghan Wrecking Company, Inc. and P (Name of Bidder)	ublic Building C	ommission of Chicago	
The undersigned intends to perform work in connection	n with the above	e-referenced project as (check one):
a Sole Proprietor		x a Corpo	ration
a Partnership		a Joint '	Venture
The MBE/WBE status of the undersigned is	e case where t		
The undersigned is prepared to provide the following connection with the above-named project. Undergo	described ser	rices or supply the follo age Tank Remova	wing described goods in
The above-described services or goods are offered for Contract Documents. \$10,0		price, with terms of pay	ment as stipulated in the

REV. MAY 2010 25

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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 it	tems, specifically describe the work and subcontract dollar amount:
	N/A
If more space is needed to fully describe the attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or payment schedule
% of the dollar value of the MBE/WBE If MBE/WBE subcontractor will not be sub-subcontractor will not be sub-subcontractor will not be sub-subcontractor will be sublet, a brief explanation and description. The undersigned will enter into a formal agree.	ment for the above work with the General Bidder, conditioned upon it Commission of Chicago, and will do so within five (5) working days o
R.W. Collins Co.	(Fr H Call bro)
Name of MBE/WBE Firm (Print) 11/3/10	Signature ANN H. COLLINS
Date 708-458-6868	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	MBE WBE Non-MBE/WBE

OFFICE OF COMPLIANCE

August 24, 2010

Ann Collins R.w. Collins Co. 7225 West 66Th Street Chicago, IL 60638

Annual No Change Affidavit Due:

October 1, 2011

Dear Ann Collins:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until October 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by October 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by August 2, 2011.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000,00 and not more than \$10,000, or both.

R.w. Collins Co. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

92642 Environmental Services (Not Otherwise Classified) 95896 Waste Management Services 96878 Tank Installation, Removal, Disposal, and Related Services (Including

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 a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott

Acting Managing Deputy

Contract No.1517

Michael Reese Hospital Demolition and Asbestos Abatement

SCHEDULE D - Affidavit of General Contractor Regarding MBEWBE Participation (1 of 2)

Name of Project: Michael Reese Hospital Demolition and Asbestos Abatement
STATE OF ILLINOIS } }SS
COUNTY OF COOK } In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Rita Heneghan, Vice President Title and duly authorized representative of
Heneghan Wrecking Company, Inc.
Name of General Contractor whose address is 1321 West Concord Place, Chicago, Illinois 60642
in the City of Chicago , State of Illinois and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WB participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the followin is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Towa	Dollar Credit Toward MBE/WBE Goals			
	Accordance with Schedule C	MBE	WBE			
Eason Environmental	Asbestos Removal	\$10,000.00	\$			
Petromex	Fuel	\$30,000.00	\$			
S.E.S., Inc.	Equipment	\$80,500.00	\$			
Luise, Inc.	Hauling	\$	\$ 31,000.00			
R W Collins	Tank Removal	\$	\$ 10,000.00			
		\$	\$			
		\$	\$			
	Total Net MBE/WBE Cred	it \$ 120,500.00	\$41,000.00			
	Percent of Total Base B	id 30.07	% 10.23 %			

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

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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

SUB-SUBCONTRACTING LEVELS	•
% of the dollar value of the MBE/WBE subco	ntract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE subco	ntract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontractor be filled in each blank above.	ting any of the work described in this Schedule, a zero (0) must
If more than 10% of the value of the MBE/WBE subc description of the work to be sublet must be provided.	ontractor's scope of work will be sublet, a brief explanation and
	for the above work with the above-referenced MBE/WBE firms, tract with the Commission, and will do so within five (5) business Commission.
By:	Pita Mariahan
Heneghan Wrecking Co., Inc. Name of Contractor (Print)	Signature
10/28/2010 (First)	Rita Henedhan
Date	Name (Print)
773-342-9009	
Phone	
IF APPLICABLE:	
Ву:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

SCHEDULE E - Request for Waiver from MBE/WBE Participation

	N/A
Date: _	
Public E Richard 50 W. V	vin Cabonargi, Executive Director Building Commission of Chicago J. Daley Center Vashington Street, Room 200 o, IL 60602
Dear M	rs. Cabonargi:
RE:	Contract No
	Project Title:
provisions subcont that it/w	tractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, an we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below an asistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 a
Docum	entation attached: yes no
Based	on the information provided above, we request consideration of this waiver request.
Sincere	ely,
Signatu	ите
Print N	ame
Title	
Name	of Firm

REV. MAY 2010

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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 flow 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 disense	4	Awards Pending	TOTALS
Project	Loyola Damen Hall	Cabrini 1230 Larrabe	Littlefuse e			
Contract With	Power Const.	CHA	Safe Environement		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Estimated Completion Date	II wasperspace III II I	properties of the control of the con	12/31/10		**************************************	
Total Contract Price	\$1,591,850	\$956,900	\$175,000			\$2,723,750
Uncompleted Dollar Value if Firm is the GC	The second secon	\$100,000	\$175,000			\$275,000
Uncompleted Dollar Value if Firm is a Subcontractor	\$300,000		7		of the state of th	\$300,000
			TOTAL V	ALUE OF A	LL WORK	\$575,000

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	\$300,000		\$100,000	\$175,000		\$575,000
Sewer and Drain				- Company of the Comp		
Foundation	No. of the state o			Approximation of the state of t		Annual Control of Cont
Painting				THE PERSON OF TH	***************************************	Period Andread
Struct. Steel (Bldg Const.)						
Omamental Steel (Bldg Construction)	THE PROPERTY IS A SECOND OF TH	A CONTRACTOR OF THE CONTRACTOR	1	u votomador - sadilo -		
Miscellaneous Concrete				To control of the second secon		· North Association of the state of the stat
Fireproofing	Country of the Countr		mananara (ga ga na ani ani ani ani ani ani ani ani ani	A 7 Y VICTOR OVER 10 Y	e e e e e e e e e e e e e e e e e e e	
Masonry						Ì

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.						
Mechanical						
Electrical			A A A A A A A A A A A A A A A A A A A	The state of the s		Addition in a complete control of supposition of the supposition of th
Plumbing					T T T T T T T T T T T T T T T T T T T	
Roofing & Sheet Metal				National Transporter		
Flooring & Tile Work		- The second of		The state of the s		
Drywail & Plaster Work	2					
Ceiling Construction				The state of the s		*
Hollow Metal & Hardware	5			To the state of th		
Glazing & Caulking	Y distribution	W. Carrier		And the second s		The control of the co
Miscellaneous Arch. Work		- Table		THE REAL PROPERTY OF THE PROPE		An angle of the control of the contr
Landscaping			7	W. C.		No. of the control of
Fencing					The state of the s	
Others (List)		Photos and		The state of the s		
		of Carlo	4		" Laboratoria de l'esta de la constanta del constanta de la consta	n, 6:11 mm/s and
					Toronto Mariano	and the state of t
			4		To Company to the company of the com	and the state of t
Andre Uniquines Uniquine - Samplerey Limited A. Limited P. Limited					di d	
			CONSTRUCTION AND ADMINISTRA	W. Alexandro	7,000	
even (ramma) ((Illanda) - alanda) ((Illanda) (Illanda) (Illanda) (Illanda) (Illanda) (Illanda) (Illanda)			1	Total Control of the	The state of the s	
		ent comment	To the second of	C. I. Kadasa (A) entre		a se de la companya d
TOTALS						4

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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	Imperial Crane	Federal Fence	The Canada		
Type of Work	Crane Rental	Fencing	Motory / Makes		
Subcontract Price	\$100,000	\$4,413			
Amount Uncompleted	\$10,000	\$0			
Subcontractor		Eason Env.	MAIL IN L. LEADER		
Type of Work		Asbestos Rmvl.	Approximation of the state of t		Automotive Control
Subcontract Price		\$160,000	4	The second secon	
Amount Uncompleted	The second section of the second section of the second section of the second section of the second section sec	\$0	TO SECURITION OF THE PROPERTY	ALL PROPERTY OF THE PROPERTY O	
Subcontractor		Luise, Inc.	liter stemm		of the contract of the contrac
Type of Work		Hauling			and the state of t
Subcontract Price	A STATE OF THE PARTY OF THE PAR	\$25,000			We will be a second of the sec
Amount Uncompleted	BULL MANAGEMENT AND	\$0			
Subcontractor		S.E.S., Inc.			1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Type of Work	nanoun institution.	Equip. Purch.	ob and definition of A		outpeading a court ha
Subcontract Price	THE TAX I DOMESTICAL	\$77,580			440
Amount Uncompleted		\$0			
Subcontractor	in comment				
Type of Work	Commission Commission				A) Alexander Var
Subcontract Price	Walter State of the State of th		1.00		
Amount Uncompleted					
Subcontractor	•				
Type of Work	V minimum.	- A			
Subcontract Price			The state of the s	1	
Amount Uncompleted					
TOTAL Uncompleted	1111				

Contract No.1517 Michael Reese Hospital Demolition and Asbestos Abatement

Affidavit of Uncompleted Work (continued)

contracts of the undersigned for Federal, State		
pending low bids not yet, awarded or rejected, ar		
Ruta Glieg	de la	10/28/2010
Signature	Date	
Rita Heneghan	_	Vice President
Name (Type or Print)	Title	
Heneghan Wrecking Company, Inc.		
Bidder Name		
1321 West Concord Place		
Address		
Chicago IL 60642		
City State	Zip	
Subscribed and sworn to before me		
this 28th day of October	, 20 <u>10</u>	
	(SEAL)	
Notary Public	OFFICIAL SEAL	·····3
Outside a surface of total and	AMY A. RYAN-HARENE	EDG}
Commission expires: 05/06/2014	NOTARY PUBLIC, STATE OF ILI	INUIS
	MY COMMISSION EXPIRES 5-6	-2014 }

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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	Heneghan Wrecking Company, Inc.		
Submitted By	Rita Heneghan		
Title	Vice President 1321 West Concord Place		
Permanent Main Office Address			
Local Address	Chicago, Illinois 60642		
Local Address	773-342-9009		
Local Telephone No. and FAX No.	773-342-6123		
Local Total Total Trust Trust			
How many years operating as contractor for work of th	is nature?		

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

	Name/Address	Dollar Amount	Year of Contract	Nature of Project	
1	Michael Reese Hospital	\$4,033,409.33	2009	Demolition & Asbestos Abatem	ment
2	Chicago Housing Authority	\$ 956,900.00	2010	Demolition & Asbestos Abatem	ment
3.	YMCA - LaGrange	\$ 600,000.00	2010	Demolition & Asbestos Abatem	ment
4.	Ohmite Manufacturing	\$ 550,000.00	2010	Demolition & Asbestos Abater	ment
5.	Chicago Housing Authority	\$1,661,700.00	2009	Demolition & Asbestos Abatem	ment
6.			; 		
7.					
8.		<u> </u>			

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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.

(b) (c)	(a) Corporation Name (b) State and City in which incorporated (c) If incorporated in another state, is firm authorized to do business in the State of Illinois? Yes No (d) Name and address of registered agent in Illinois			
(-7	,			
(e)	Names and titles of officers authorized to	o sign contracts		
	Patrick Heneghan	President		
	Name Rita Heneghan	Title Vice President		
	Name	Title		
(a) (b) (c)		N/A		
If submi	tted by an individual:			
(a) (b). (c)	Firm Name The Owner Official Address	N/A		
Signatu	CTX Y CAST Affiant	dr.		
Subscribed and swom to before me this				
Notary My Con	Public nmission expires: 05/06/2014	(SEAL) OFFICIAL SEAL AMY A. RYAN-HARENBERG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-6-2014		

If submitted by a corporation:

Contract No.1517

Michael Reese Hospital Demolition and Asbestos Abatement

Disclosure Of Retained Parties

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

A. Definitions and Disclosure Requirements

- As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 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.
- "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

Con	tractor hereby certifies as follows:
1.	This Disclosure relates to the following transaction : Michael Reese Hospital Demolition and Asbestos Abatement
	Description of goods or services to be provided under Contract Building Demolition and Asbestos Abatement
2.	Name of Contractor: Heneghan Wrecking Company, Inc.
3.	EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
	Check here if no such persons have been retained or are anticipated to be retained:

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Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

Re	tain	od	D۵	rties:
RΕ	lan	eu	ra	rues.

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
TBD			
		-	
		ļ	

- 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.

Under penalty of perjury I gertify that I am authorized	to execute this Disclosure of Retained Parties on behalf of the
Contractor and that the information disclosed herein is	true and complete.
MIL NUMBER	10/28/10
Signature	Date
Rita Heneghan	Vice President
Name (Type or Print)	Title
Subscribed and sworn to before me this 28th day of October	20 10 (CEAL)
uns zoen day oi occober	, 20 <u>10</u> (SEAL)
Notany Dublic	······
Notary Public	OFFICIAL SEAL
Commission expires: 05/06/2014 AM	IY A, RYAN-HARENBERG } tary public, state of Illinois }
₹ MY	COMMISSION EXPIRES 5-6-2014

Contract No. 1517

PERFORMANCE AND PAYMENT BOND

Contract No. 1517

Bond No. 105371657

2929 S. Ellis Avenue,

Chicago, IL

KNOW ALL MEN BY THESE PRESENTS, that we, Heneghan Wrecking Company, Inc.
a corporation organized and existing under the laws of the State of <u>Illinois</u> , with offices in the <u>City of</u>
Chicago, State of Illinois, as Corporate Principal, and
Travelers Casualty and Surety Company of America
215 Shuman Blvd.
Naperville, I1. 60563 a corporation organized and existing under the laws of the State of, with offices in the State of, with offices in the State of, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Four Hundred Thousand Six Hundred Dollars and
No Cents (\$400,600.00) for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated November 9, 2010, for the fabrication, delivery, performance and installation of
Michael Reese Hospital Campus
Demolition and Asbestos Abatement
Group F: Building # 22

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

Contract No. 1517

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal 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 <u>Four Hundred Thousand Six Hundred Dollars and No Cents (\$400,600.00)</u>, 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.

FILECODE: 04100_03_08_01 PPB_PBC_IJW_HENEGHAN1517_20101109 2

Contract No. 1517

and these presents duly signed by its undersigned	representative pursuant to authority of i	ts governing
body.		
WITNESS:		
	BY	(Seal)
Name	Individual Principal	
		(Seal)
Business Address	Individual Principal	
City State		
CORPORATE SEAL		
ATTEST:	Heneghan Wrecking Company, Inc. Corporate Principal	<u>s.</u>
BY Kith Xlenaha	M ptto the	zln.
Sacrathry	President	
Title	Title	
1321 W. Concord Place Chicago, IL 60642		
Chicago, IL 60042	Travelers Casualty and	
BY Nolores Butcher	Corporate Surety	America
William J. Kamm & Sons, Inc.	_Attorney-in-Fact	
7N024 Medinah Rd., P.O. Box 129 Business Address & Telephone	Title CORPORATE SEAL	
Medinah, Il. 60157		
630-980-5000		
FOR CLAIMS (Please Print): Contact Name:		
Business Address:		
Telephone:	Fax:	
The rate of premium of this Bond is \$	per	thousand. **
Total amount of premium charged is \$		**

* 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.

Contract No. 1517

BOND APPROVAL

Secretary U

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I,	, certify that I am the	Secretary of
Heneghan Wrecking Company, Inc	c., corporation named as Principal in the fo	regoing performance and
payment bond, that	who signed on b	ehalf of the Principal was
then President of sai	d corporation; that I know this person's sign	ature, and the signature is
genuine; and that the Bond was du	aly signed, sealed, and attested, for and in bel	half of said corporation by
authority of its governing body.		
Dated thisday of 2010.		

CORPORATE SEAL

State of Illinois County of DuPage

Surety Company of America for the uses and purposes therein set forth as her free and voluntary act as Agent and Attorney-in-Fact of Travelers Casualty and and Surety Company of America who is personally known to me, appeared before me hereby certify that Dolores Butcher, Agent and Attorney-in-Fact of Travelers Casualty I, Karen Costulas, A Notary Public in and for said County, in the State aforesaid, do this day and acknowledged that she signed, sealed and delivered the foregoing instrument OFFICIAL SEAL

Given under my hand and notarial seal this q^{7n} day of November norther bublic state of illinois MMISSION EXPIRES JULY 28, 2013

ostulas, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
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.

219993

Certificate No. 002377663

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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

William J. Kamm, Nancy Smith, Charles F. Biersborn, Jr., Dolores Butcher, and Beverly Wargo

of the City of <u>Medinah</u> each in their separate capacity if more than one is named abo	, State ofIllinois_ ve, to sign, execute, seal and acknowle	, their true and lawful Attorney(s)-in-Fact, edge any and all bonds, recognizances, conditional undertakings and
other writings obligatory in the nature thereof on behalf of contracts and executing or guaranteeing bonds and undertaking	the Companies in their business of guings required or permitted in any section	aranteeing the indenty of persons, guaranteeing the performance of as or proceedings allowed by law.
other writings obligatory in the nature thereof on behalf of a contracts and executing or guaranteeing bonds and undertaking the writings where the companies have caused this day of Farmington Casualty C.	s instruments to be signed and the recor	St. Paul Guardian Insurance Company St. Paul Marcury Insurance Company
day of May 2008	TOTAL	St. Paul Guardian Insurance Company
Fidelity and Guaranty Fidelity and Guaranty	hsurance Company insurance Underwriters, Inc.	St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America
Seaboard Surety Comp St. Paul Fire and Marin		United States Fidelity and Guaranty Company
1977 S 1951	SEAL S	CONPORATE CONN. SEAL CONN. S
State of Connecticut City of Hartford ss.	Ву:	George W Thompson, Senior Vice President
Seaboard Surety Company, St. Paul Fire and Marine Insu	ompany, Fidelity and Guaranty Insur rance Company, St. Paul Guardian In	ersonally appeared George W. Thompson, who acknowledged himself ance Company, Fidelity and Guaranty Insurance Underwriters, Inc., issurance Company, St. Paul Mercury Insurance Company, Travelers I States Fidelity and Guaranty Company, and that he, as such, being g on behalf of the corporations by himself as a duly authorized officer.
audionized 50 to 40, probable and to be being more and and		- -

58440-5-07 Printed in U.S.A.

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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fielelist and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Autorney executed by said Companies, which is in full force and effect and has not been

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the scale of said Companies this 9th day of Movember





















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

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. <u>X</u>	Contractor's Bid
2. <u>x</u>	Bid Guarantee
3. <u>x</u>	Acceptance of the Bid
4. <u>x</u>	Basis of Award (Award Criteria)
5. <u>N/A</u>	Unit Prices (If applicable)
6. <u>x</u>	Affidavit of Non-Collusion
7. <u>N/A</u>	Schedule B – Affidavit of Joint Venture (if applicable)
8. <u>x</u>	Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. <u>N/A</u>	Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. <u>x</u>	Affidavit of Uncompleted Work
11. <u>x</u>	Proof of Ability to Provide Bond
12. <u>x</u>	Proof of Ability to Provide Insurance
13. <u>x</u>	General Contractor's License
14. <u>×</u>	Disclosure of Retained Parties (The apparent low and the apparent 2 nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

Contract No.1517
Michael Reese Hospital Demolition and Asbestos Abatement

EXHIBIT #1 Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County

Section 1.01 Cook County Prevailing Wage for August 2010

Section 1.01 Cook Coun	ty Prevai	ling wag	ge for August	2010	/	_	**	m
Trade Name	RG TYP C	Base	FRMAN *M-F>8	OSA OSH	H/W	Pensn	vac	Trng
======================================	== === =	======	25 700 1 5	1.5 2.0	0 130	8 370	0.000	0.400
ASBESTOS ABT-GEN			35.700 1.5	1.5 2.0	0 670	9 610	0.000	0.520
ASBESTOS ABT-MEC	BLD	31.540		2.0 2.0	6 720	9.010	0.000	0.350
BOILERMAKER	BLD		46.890 2.0	1.5 2.0	0.720	10 67	0.000	0.330
BRICK MASON	BLD		42.930 1.5	1.5 2.0	0.000	9 790	0.000	0.490
CARPENTER	ALL		42.770 1.5	1.5 2.0	9.040	9.750	0.000	0.220
CEMENT MASON	ALL		43.850 1.5	1.5 2.0	6 950	8 020	0.000	0.540
CERAMIC TILE FNSHER	BLD	33.600	0.000 2.0	1.5 2.0	7 650	7 750	0.000	0.700
COMM. ELECT.	BLD		38.940 1.5	1.5 2.0	10 27	12 98	0.000	0.310
ELECTRIC PWR EQMT OP			46.430 1.5	1.5 2.0	0 010	10 13	0.000	0.240
ELECTRIC PWR GRNDMAN			46.430 1.5	1.5 2.0	10 27	12 98	0.000	0.310
ELECTRIC PWR LINEMAN			46.430 1.5	1.5 2.0	11 33	9 /20	0.000	0.750
ELECTRICIAN	\mathtt{ALL}		43.000 1.5	2.0 2.0	10 03	0.460	2 770	0.750
ELEVATOR CONSTRUCTOR			51.930 2.0	1.5 2.0	10.03	10 00	0.000	0.000
FENCE ERECTOR	ALL		34.660 1.5	2.0 2.0	10.07	12.64	0.000	0.300
GLAZIER	\mathtt{BLD}		39.500 1.5	1.5 2.0	0.13	10.04	0.000	0.730
HT/FROST INSULATOR			44.550 1.5	2.0 2.0	9.070	17 00	0.000	0.320
IRON WORKER	\mathtt{ALL}		42.750 2.0	1.5 2.0	12,43	11.02	0.000	0.300
LABORER	\mathtt{ALL}		35.950 1.5	1.5 2.0	9.130	0.370	0.000	0.400
LATHER	ALL		42.770 1.5	1.5 2.0	9.840	9.790	0.000	0.430
MACHINIST	\mathtt{BLD}		45.160 1.5	1.5 2.0	7.640	10.700	0.000	0.000
MARBLE FINISHERS	ALL	29.100		1.5 2.0	8.800	10.67	0.000	0.740
MARBLE MASON	\mathtt{BLD}		42.930 1.5	1.5 2.0	8.800	10.07	0.000	0.740
MATERIAL TESTER I	ALL	25.200		1.5 2.0	9.130	0.370	0.000	0.400
MATERIALS TESTER II	ALL	30.200		1.5 2.0	9.130	8.370	0.00	0.400
MILLWRIGHT	\mathtt{ALL}		42.770 1.5	1.5 2.0	9.840) 9.790	1 0.00	0.490
OPERATING ENGINEER			49.100 2.0	2.0 2.0) 11./) 8.050	1.50	0 1.150
OPERATING ENGINEER			49.100 2.0	2.0 2.0) 11./() 8.050	1 1.90	0 1.150
OPERATING ENGINEER	BLD	3 41.250	49.100 2.0	2.0 2.0) <u> </u>	J 8.050	1.50	0 1.150
OPERATING ENGINEER	\mathtt{BLD}	4 39.500	49.100 2.0	2.0 2.0) 11./	J 8.050	1 1 90	0 1.150
OPERATING ENGINEER	BLD	5 48.85	49.100 2.0	2.0 2.0	J 11./	0 8.050	1.90	0 1.150
OPERATING ENGINEER	BLD	6 46.10	49.100 2.0	2.0 2.0	0 11.7	0 8.050	1.90	0 1.150
OPERATING ENGINEER	BLD	7 48.10	49.100 2.0	2.0 2.	0 11.7	0 8.050	1.90	0 1.150
OPERATING ENGINEER			51.300 1.5	1.5 2.	0 11.7	0 8.050	1.90	0 1.150
OPERATING ENGINEER	FLT	2 49.80	0 51.300 1.5	1.5 2.	0 11./	0 8.050	J 1.90	0 1.150
OPERATING ENGINEER		3 44.35	0 51.300 1.5	1.5 2.	0 11.7	0 8.050) 1.90	0 1.150
OPERATING ENGINEER		4 36.85	0 51.300 1.5	1.5 2.	U 11./	0 0.05) 1.50) 1.00	0 1.150 0 1.150
OPERATING ENGINEER	HWY	1 43.30	0 47.300 1.5	1.5 2.	0 11.7	0 0.05	0 1 00	0 1.150
OPERATING ENGINEER	HWY	2 42.75	0 47.300 1.5	1.5 2.	0 11./	0 0.05	0 1.90	0 1.150
OPERATING ENGINEER		3 40.70	0 47.300 1.5	1.5 2.	0 11./	0 8.05	0 1.90	0 1.150
OPERATING ENGINEER	HWY	4 39.30		1.5 2.	0 11.7	0 8.05	0 1.90	0 1.130
OPERATING ENGINEER	HWY	5 38.10	0 47.300 1.5	1.5 2.	0 11./	0 8.05	0 1.90	0 1.150
OPERATING ENGINEER	HWY	6 46.30	0 47.300 1.5	1.5 2.	0 11.7	0 8.05	0 1.90	00 1.150
OPERATING ENGINEER	HWY	7 44.30	0 47.300 1.5	1.5 2.	0 11.7	0 8.05	0 1.90	00 1.150
ORNAMNTL IRON WORKE	R ALL		0 42.450 2.0	2.0 2.	0 10.6	7 14.8	1 0.00	0.500
PAINTER	\mathtt{ALL}		0 42.750 1.5	1.5 1.	5 9.75	00 11.1	0.00	00 0.770
PAINTER SIGNS	BLD	31.74	0 35.640 1.5	1.5 1.	5 2.60	2.54	0 0.00	0.000
PILEDRIVER	ALL		0 42.770 1.5	1.5 2.	0 9.84	10 9.79	0.00	00 0.490
PIPEFITTER	BLD	43.15	0 46.150 1.5	1.5 2.	U 8.46	oU 9.85	0 0.00	00 1.770

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PLASTERER		BLD	39.250	41.610	1.5	1.5	2.0	10.60			
PLUMBER		BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
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	Ε	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)

Section 1.02 Explanations

COOK COUNTY

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

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

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holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

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nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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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 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 ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3 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,

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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 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

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(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 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

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portable toilets on the job site.

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

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

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

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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.

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.

2) Commercial General Liability (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. Policy must pay for claims for bodily injury, property damage, clean up costs and other losses caused by pollution conditions that arise from the Contract scope of services, Contractors operation, and completed operations. Coverage must also include: transportation, contractual liability, defense, excavation,

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environmental cleanup, remediation and disposal. 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. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

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

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$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) Property

The Contractor is responsible for all loss or damage to Public Building Commission of Chicago and 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) Railroad Protective Liability

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

8) Asbestos Abatement Liability

When any asbestos abatement work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less then \$2,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup costs. Coverage must be maintained for two years after Substantial Completion. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) Additional Insured on a primary and non-contributory basis.

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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. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

The Contractor waives and agrees to cause all its insurers to waive to their rights of subrogation against the Public Building Commission of Chicago and the City of Chicago, 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 of Chicago 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.

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

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		GARAGE LIABILITY				OTHER THAN EA ACC	+'	
	1	ANY AUTO				7,00	\$10,000,000	
 -	+	EXCESS/UMBRELLA LIABILITY	SEO655085100	08/17/09	04/17/11	EACH OCCURRENCE	s10,000,000	
A		<u> </u>	li .			AGGREGATE	s 10,000,000	
		X OCCUR LICIAIMS MADE			1		s	
1		DEDUCTIBLE					s	
		X RETENTION \$10,000			04/47/44	X WC STATU- OTH	1-	
-	+-	ORKERS COMPENSATION AND	WC926363300	04/17/10	04/17/11	E.L. EACH ACCIDENT	\$1,000,000	
6	FMPLOYERS' LIABILITY					E.L. DISEASE - EA EMPLOYE		
	AA OO	NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?				E.L. DISEASE - POLICY LIM!		
1	۱,,	yes, describe under ECIAL PROVISIONS below			- 	E.C. DIOLEGE . GCG . Zum		
十	_	THER		60147100	04/17/11	\$5,000,000 Aggreg	jate	
ا	- 1 "	ollution Liab.	CPL655086700	08/17/09	V-9/11/11			
`				NDORSEMENT / SPECIAL P	PROVISIONS			
				WILLIAM SEMENT OF EVENT	*** ******			

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

Contract: 1517

Project: Michael Reese Hospital Demolition and Asbestos Abatement.

The Public Building Commission of Chicago, Chicago 2016, and the City of Chicago are listed as Additional Insured on a primary, non-contributory basis, as their interests may appear, per written contract.

	CANCELLATION 10 Days for Non-Payment
Public Building Commission of Chicago 50 W. Washington, Room 200	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
Chicago, IL 60602	AUTHORIZED REPRESENTATIVE JOHN F. Horizen MZS © ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

LICENSE CERTIFICATE

NON-TRANSFERABLE

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

NAME HENEGHAN WRECKING CO INC

HENEGHAN WRECKING CO DBA 1321 W. CONCORD PL. CHICAGO, IL 60622

1ST

LICENSE NO.: 16323 CODE: 1010

LICENSE:

Limited Business License

PRESIDENT: RITA J. HENEGHAN SECRETARY: HUGH HENEGHAN

PRINTED ON : 10/24/2008

s****250.00

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

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

THIS

NOVEMBER , 2008

EXPIRATION DATE:

November 15, 2010

28008 SITE: 1 .

TRANS NO.

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

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



Pollution Liab. C DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Project: Michael Reese Hospital Demolition and Asbestos Abatement Contract No. 1517.

CPL655086700

WC926363300

The Public Building Commission of Chicago and the City of Chicago are listed as Additional Insured on a primary, non-contributory basis, as their interests may appear, per written contract. The Contractor waives (See Attached Descriptions)

Ele for my 22 only gmb 1-1810

s1,000,000

CERTIFICATE HOLDER

X OCCUR

EMPLOYERS' LIABILITY

OTHER

If yes, describe under SPECIAL PROVISIONS below

DEDUCTIBLE

RETENTION

WORKERS COMPENSATION AND

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

Α

В

Public Building Commission of Chicago 50 W. Washington, Room 200 Chicago, iL 60602

CLAIMS MADE

\$10,000

10 Days for Non-Payment CANCELLATION

04/17/11

04/17/11

04/17/10

08/17/09

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

AGGREGATE

X WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT \$1,000,000

\$5,000,000 Aggregate

AUTHORIZED REPRESENTATIVE

#S840692/M775845

MZS @ ACORD CORPORATION 1988 CDI - Heneghan - 1577 MCH222011 - 2010/11/L 04100 - 03-09-02

ACORD 25 (2001/08) 1 of 3

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).

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DESCRIPTIONS (Continued from Page 1)	
and agrees to cause all its insurers to waive to their rights of subrogation against the Public Building Commission of Chicago and the City of Chicago, their respective Board members, employees, elected	
officials, officers, or representatives as required by written contract.	