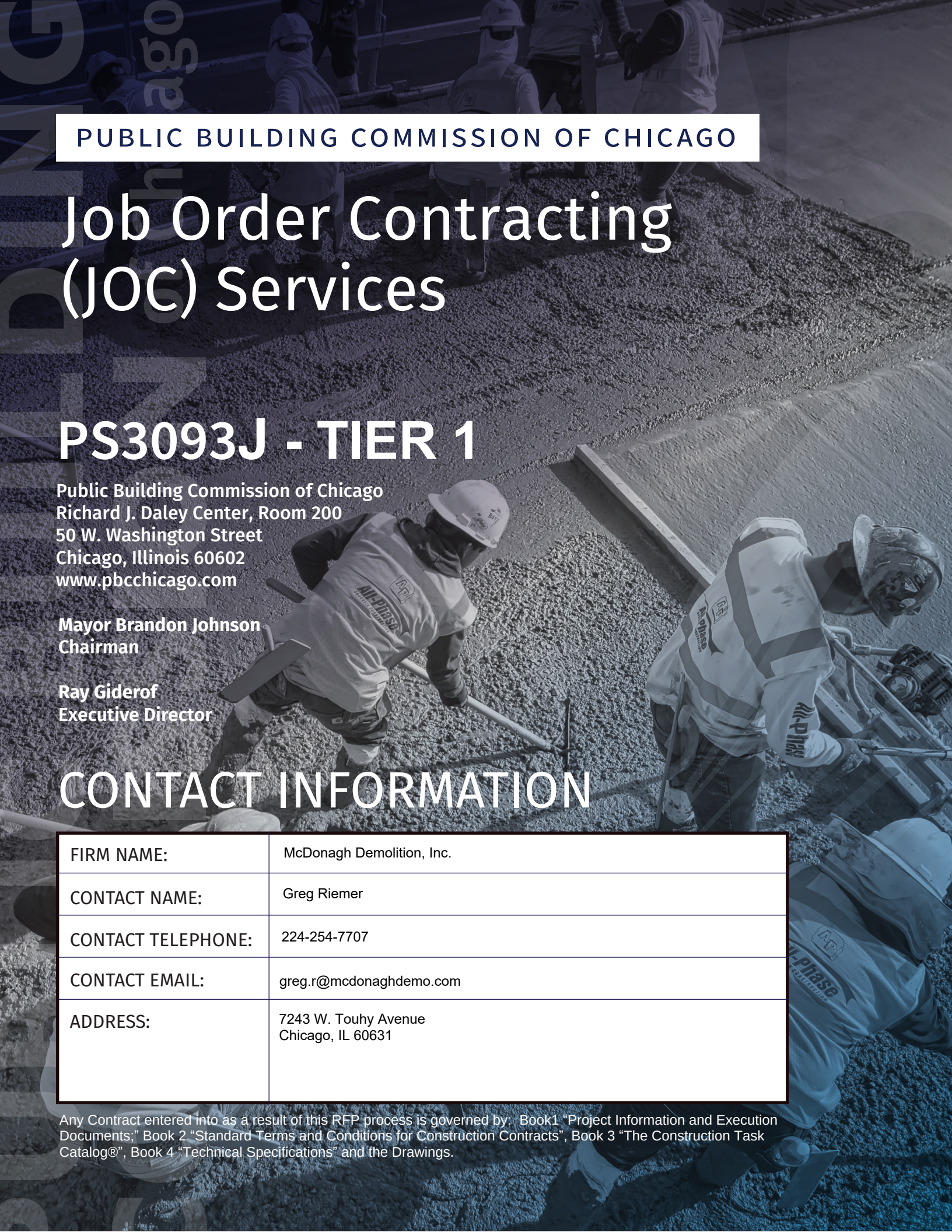

PUBLIC BUILDING COMMISSION OF CHICAGO

Job Order Contracting (JOC) Services

PS3093J - TIER 1

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

Mayor Brandon Johnson
Chairman

Ray Giderof
Executive Director

CONTACT INFORMATION

FIRM NAME:	McDonagh Demolition, Inc.
CONTACT NAME:	Greg Riemer
CONTACT TELEPHONE:	224-254-7707
CONTACT EMAIL:	greg.r@mcdonaghdemo.com
ADDRESS:	7243 W. Touhy Avenue Chicago, IL 60631

Any Contract entered into as a result of this RFP process is governed by: Book1 "Project Information and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog®", Book 4 "Technical Specifications" and the Drawings.

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- Exhibit F. PERFORMANCE AND PAYMENT BOND
- Exhibit G. BOND APPROVAL
- Exhibit H. COOK COUNTY PREVAILING WAGE RATES
- Exhibit I. PROJECT COMMUNITY AREA MAP
- Exhibit J. CURRENT ASSIST AGENCIES
- Exhibit K. PROJECT LABOR AGREEMENT

Book 2* – PBC Standard Terms and Conditions for Construction Contracts

Book 3* – Volumes 1 and 2 - Construction Task Catalog®

Book 4* – Volumes 1 through 5 - Technical Specifications

*Available on PBC website at https://www.pbcchicago.com/doing-business/contract-search/

JOB ORDER CONTRACTING SERVICES - PS3093J

Tier 1 - For Projects Greater than $1,000,000.01

THIS AGREEMENT effective as of **January 14, 2025**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **McDonagh Demolition, Inc.** with offices at **7243 W. Touhy Avenue, Chicago, Illinois 60631** ("Contractor").

RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois that has undertaken the enhancement and improvement of educational, safety, and recreational facilities on behalf of various governmental agencies including, but not limited to, the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago, Metropolitan Water Reclamation District of Greater Chicago (referred to individually or collectively, as the case may be, in this Agreement as the "User Agency"); and

WHEREAS, on November 5, 2024, the Commission issued a Request for Proposal (RFP) for Job Order Contracting Services (the "Services") from general contractors to perform construction work through the Commission's Job Order Contracting Program for various construction, renovation and/or improvement projects (referred to herein, collectively or individually as the case may be, as a "Project" or "Projects") undertaken by the Commission from time to time on behalf of various User Agencies; and

WHEREAS, the Contractor has submitted a response to the RFP which provided certain pricing parameters and other relevant criteria and further represented to the Commission that it possessed the requisite knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, in reliance upon the Contractor's representations and submittals in response to the RFP, the Commission has selected the Contractor to perform the Services on the terms and conditions set forth in this Agreement which includes the Recitals hereby incorporated into the Agreement by reference, Job Order Contract Overview, Project Summary, Description of Job Order Contract Work, Book 1, Book 2, Book 3, and Book 4 as modified from time to time by Amendment or Job Order; and

NOW THEREFORE, the Commission and the Contractor have executed this Agreement on the terms and conditions that follow:

JOB ORDER CONTRACT OVERVIEW

A Job Order Contract is an indefinite quantity contract whereby the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the PBC and/or its User Agencies. The Contract Documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Commission may, but is not obligated to, issue Job Orders within the scope of this Agreement. If the Commission does so, and the Contractor submits Job Order Proposals or any written documentation that is accepted by the Commission, the rendering of Services will be in accordance with this Agreement. The Commission is not obligated to issue any Job Orders nor to issue any Requests for Job Order Proposals under this Agreement.

The Contractor has three (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the CTC that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours, an Adjustment Factor for performing work during Other Than Normal Working Hours, and an Adjustment Factor for performing work that has not been pre-priced ("Non-Pre-Priced Tasks"). The Adjustment Factors shall apply to every Pre-priced Task in the CTC.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Commission. The Commission will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and their MBE/WBE status, current certification letters, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued. A Job Order will reference the detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Commission has awarded contracts to General Contractors based on the following three (3) Tiers listed below.

Tier 1 – For Projects Greater than $1,000,000.01
Tier 2 - For Projects between $300,000.01 and $1,000,000.00
Tier 3 - For Projects Equal to or Less than $300,000.00

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PROJECT SUMMARY

CONTRACT TERM
The Base Term of is four (4) years. There are two (2) Option Terms. The duration of each Option Term is one year. The Commission and the Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

BASIS OF AWARD
Contracts were awarded to those firms offering the best value to the PBC in terms of technical qualifications and price. The PBC reserved the right to award to other than the lowest price submittals and other weighted factors in the best interest of the PBC.

CONTRACT VALUE
The Estimated Annual Value for each Contract is $6,000,000.00. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive any specific volume of Job Orders. It is merely an estimate. The PBC has no obligation to issue to the Contractor any Job Orders.

CONTRACTOR LICENSE FEE
The PBC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for the JOC Program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the PBC. The Contractor shall be required to execute Gordian's JOC System License and Fee to obtain access to the Gordian JOC Solution.

RESERVATIONS
The Commission's approval of a contractor pursuant to this RFP does not mean that the Commission has approved the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations and rights.
The right to:

- request any additional, relevant information determined to be necessary for the proper evaluation of a submission,
- review a firm's qualifications to perform a specific project at the time of the Job Order Request,
- reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project,
- require project-specific MBE/WBE Participation Goals, EEO, and Community Hiring provisions;
- negotiate Proposed Adjustment Factors;
- request Job Order Proposals from all Tiers, a specific Tier, or a subset of each Ter; and,
- utilize Bid Safe in the issuance of Job Order

KEY INFORMATION

1) **User Agency:** Varies per Job Order

2) **Project is located in Ward:** Varies per Job Order

3) **Project Community Area Map:** For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated in the Job Order. Refer to sample "Exhibit I - Project Community Area Map'.

4) **MBE/WBE Contract Goals:**

Program-Wide aggregate MBE/WBE Participation Goal are listed below:

Tier 1 – 32% MBE/WBE
Tier 2 – 16% MBE/WBE
Tier 3 – 8% MBE/WBE

Contractor will be required to submit an MBE/WBE Participation Plan on all Job Orders, regardless of dollar value. Compliance goals will still be reviewed cumulatively. At the conclusion of the Term of this Agreement, all appropriate calculations for MBE, WBE, and EEO provisions will be made. The Commission expressly reserves the right to include project-specific MBE/WBE contract goal(s) to each Job Order based on scope, complexity, size, and location of project. Please refer to Book 2, Article 23. MBE/WBE Special Conditions for further details.

5) **Online Collaboration and Documentation Management System Requirements**

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

6) **Liquidated Damages**

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Job Order for completing the Work.

JOB ORDER PRICE	LIQUIDATED DAMAGES PER DAY
Greater than $1,000,000.00	$1,500 / Day
$300,000.01 to $1,000,000.00	$1,200 / Day
$0 TO $300,000.00	$1,000 / Day

The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work on each Job Order and submission of the Contractor's final pay request. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

7) **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 H. 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.

8) **EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS:** Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates. Please Note: The EEO goals calculation are found on FORM J – AWARD CRITERIA FIGURE and are set for the PBC Job Order Program as follows:

	Minority Journey Workers	Minority Apprentices	Minority Laborers	Female Journey Workers	Female Apprentices	Female Laborers
Tier 1	50%	10%	50%	1%	1%	1%
Tier 2	50%	10%	50%	1%	1%	1%
Tier 3	50%	10%	50%	1%	1%	1%

9) **LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY HIRING:** In order to ensure that local businesses provide subcontracting work to Contractors on Commission projects and that residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

   a. Local Subcontracting Requirement

      i. Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.

      ii. Contractors that are not Local Businesses are required to award 35% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.

      iii. 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 of Greater Chicago, "Local Business" shall be defined in the solicitation documents for that project.

   b. Community Hiring Requirement. A percentage of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals. Please refer to Book 2 for further details.

   c. City of Chicago Residency Requirements. The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents. Please refer to Book 2 for further details.

10) **PAYMENT AND PERFORMANCE BOND:** A payment and performance bond may be required for each Job Order. The Contractor will be reimbursed for the cost of the Payment and Performance Bond(s) according to the reimbursable work task in the Construction Task Catalog®.

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DESCRIPTION OF JOB ORDER CONTRACT WORK

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed on locations and facilities under the jurisdiction of the PBC or its User Agencies.

General Contractors awarded contracts for PBC's Job Order Contracting program will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the Detailed Scope of Work ("Work") described in each Job Order. The Work will be supervised and administered on behalf of PBC by the PBC'S authorized representative and such staff personnel as shall be determined by PBC in accordance with procedures established by the Commission.

Specific work for assigned projects may include, but shall not be limited to, the following:

1. Documenting project scopes, as required
2. Procuring all materials, equipment, labor and vendor services
3. Providing general conditions work
4. Conducting Scope Review
5. Completing the punch list corrective work and turnover requirements
6. Submitting samples, shop drawings and reports
7. Submitting RFI's
8. Processing Pay Applications
9. Processing Closeouts within four (4) months
10. Coordinating Pest Management
11. Procuring all permits, licenses and approvals
12. Providing warranties, testing and operations manuals
13. Removing environmental contaminants
14. Providing insurance and performance and payment bond
15. Complying with all directives and policies of the Commission
16. Participating in periodic project coordination meetings
17. Meeting with the representatives of the Commission and the User, as required
18. Preparing and submitting timely reports concerning the progress of work
19. Complying with MBE/WBE, City Residency, EEO, Community Hiring and other requirements
20. Maximizing hiring opportunities for community members

Work will be performed in compliance with all applicable rules, codes and regulations; will consist of the specific obligations described in the Job Order for each project; and shall be performed in accordance with commonly known CSI Divisions identified below.

DIVISION 01 00 00	GENERAL REQUIREMENTS
DIVISION 02 00 00	EXISTING CONDITIONS
DIVISION 03 00 00	CONCRETE
DIVISION 04 00 00	MASONRY
DIVISION 05 00 00	METALS
DIVISION 06 00 00	WOOD, PLASTICS AND COMPOSITES
DIVISION 07 00 00	THERMAL AND MOISTURE PROTECTION
DIVISION 08 00 00	OPENINGS
DIVISION 09 00 00	FINISHES
DIVISION 10 00 00	SPECIALTIES
DIVISION 11 00 00	EQUIPMENT
DIVISION 12 00 00	FURNISHINGS
DIVISION 13 00 00	SPECIAL CONSTRUCTION
DIVISION 14 00 00	CONVEYING EQUIPMENT
DIVISION 15 00 00	MECHANICAL
DIVISION 16 00 00	ELECTRICAL
DIVISION 21 00 00	FIRE SUPPRESSION
DIVISION 22 00 00	PLUMBING
DIVISION 23 00 00	HEATING, VENTILATING, AND AIRCONDITIONING (HVAC)
DIVISION 25 00 00	INTEGRATED AUTOMATION
DIVISION 26 00 00	ELECTRICAL
DIVISION 27 00 00	COMMUNICATIONS
DIVISION 28 00 00	ELECTRONIC SAFETY AND SECURITY
DIVISION 31 00 00	EARTHWORK
DIVISION 32 00 00	EXTERIOR IMPROVEMENTS
DIVISION 33 00 00	UTILITIES
DIVISION 40 00 00	PROCESS INTEGRATION

Care and diligence has been used in the preparation of this information and it is believed to be substantially correct. Respondents must fully examine the scope of services of each individual Job Order opportunity. The Commission and its representatives will not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Respondent(s) to familiarize themselves with the requirements of the Job Order.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 1			
Project Name:	Illinois State Police Memorial		
Project Type:	☒ New Construction ☐ Renovation ☐ Other:_____		
Agency/Client:			
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:_____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Project Management, Site Excavation			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 1,9941,43.74
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ 2,438.125.57
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☐ No
Type of Permit:	☒ New Construction ☐ Easy Construction ☐ Other: _____		
City/Town/Village, State:	Downers Grove		
Permitting Body:	Downers Grove		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Mike Carlson ISTHA		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Project Manager
Phone:	773-569-4701	**Email Address:**	mcarlson@getipass.com
Name:	Elise Jackson - DB Sterlin		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Program Manager
Phone:	630-464-3195	**Email Address:**	ejackson@dbsterlin.cin

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
Illinois State Police Memorial Project consisted of building a memorial located on the Tollway's property. Project consisted of earthwork, sewer and water installtion, cocnrete foundations and site improvements. Electrical upgrades,granite panels, and landscaping. Achieved timely completion on agressive schedule.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required. #2

PROJECT NO. _____			
Project Name:	CPS- Eli Whitney Demo		
Project Type:	☐ New Construction ☐ Renovation ☒ Other: Demolition		
Agency/Client:			
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General contractor, Demolition			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 435,073.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ 579,800.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☒ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Demolition		
City/Town/Village, State:	Chicago		
Permitting Body:	Chicago		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Jennifer Valentin _ CPS		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Project Manager
Phone:	708-289-1184	**Email Address:**	jyvalentin@cps.edu
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
Eli Whitney project consisted of demoing and removing former classroom trailers and associated foundations. New asphalt was placed for playgroung surface and new fencing added to secure the property.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 3			
Project Name:	MWRD - Calumet Lagoon Cleaning #'s 3 & 7		
Project Type:	☐ New Construction ☐ Renovation ☒ Other: Cleaning Lagoon		
Agency/Client:	MWRD		
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
project management, excavation and brush clearing			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 493,900.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ $493,900.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☒ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Work within plant		
City/Town/Village, State:	Calumet City		
Permitting Body:	MWRD		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Andrew Gierut - MWRD		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Project Manager
Phone:	773-256-3704	**Email Address:**	gieruta@mwrd.org
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
This lagoon cleaning project consisted of excavating and removing overgrowth from the sides of two basins. Project was completed on an expedited schedule to allow Owner to use the lagoons during the summer.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 4				
Project Name:	South Airfield Detention Basin Pump Replacement			
Project Type:	☐ New Construction ☒ Renovation ☐ Other:_____			
Agency/Client:	Chicago Department of Avaition - O'Hare			
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:_____	
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)				
General Contractor, Demolition				
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No	
Original Contract Value:			$ 1,885,300.00	
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No	
Final Contract Value:			$2,059,900.00	
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No	
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No	
Level of LEED Certification:				
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☐ No	
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Electrical			
City/Town/Village, State:	Chicago			
Permitting Body:	Chicago			
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*				
Name:	Mike Wong - CARE Plus			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Site Manager	
Phone:	312-804-0038	**Email Address:**	mwong@careplusllc.org	
Name:				
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*				
Phone:		**Email Address:**		

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
South Basin Storm Water Pump Replacement project consisted of removing the failed storm water pumps and associated electrical equipment. Project involved installing new pumpsw, electrical equipment and discharge piping.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 5			
Project Name:	CDOT Collector Street Concrete Flatwork - Northeast Side		
Project Type:	☐ New Construction ☐ Renovation ☒ Other: Demo and replacement of concrete flatwork		
Agency/Client:	Public Building Commission		
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 3,818,100.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$3,818,100.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☒ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Demolition, Street Permits		
City/Town/Village, State:	Chicago		
Permitting Body:	Chicago		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Donna Green - PBC		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			project manager
Phone:	847-754-1485	**Email Address:**	donna.green3@cityofchicago.org
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
This project involved removing and replacing concrete curbs and flatwork on residential streets on the northeast side of Chicago.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 6 #6			
Project Name:	Emergency I-90 Concrete Median Wall Repair		
Project Type:	☐ New Construction ☐ Renovation ☒ Other: Repair		
Agency/Client:	ISTHA		
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 306,300.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ 306,300.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☒ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☐ Other:		
City/Town/Village, State:	Roselle		
Permitting Body:	N/A		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Elise Jackson - DB Sterlin		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			JOC Project Manager
Phone:	630-464-3195	**Email Address:**	ejackson@dbsterlin.com
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
This was an emergency job for the Tollway. A section of the concrete median wall was damaged and needed to be replaced. We installed traffic control and demoed the affected wall, our sub poured the replacement.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 7			
Project Name:	Midway ARFF UST Removal		
Project Type:	☐ New Construction ☐ Renovation ☒ Other: Demolition		
Agency/Client:	Chicago Department of Aviation - Midway		
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General contractor, Demolition			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 199,900.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ 199,900.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Environmental		
City/Town/Village, State:	Chicago		
Permitting Body:	Chicago		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Mike Wong - CARE Plus		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Site Manager
Phone:	312-804-0038	**Email Address:**	mwong@careplusllc.org
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
Removal of underground storage tank from hangar area. Replace concrete pavement.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. #8			
Project Name:	CA Parking Lot Badge Repairs		
Project Type:	☒ New Construction ☐ Renovation ☐ Other:_____		
Agency/Client:	ISTHA		
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:_____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor, Demolition			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 103,900.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ 111,900.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Underground		
City/Town/Village, State:	Downers Grove		
Permitting Body:	Downers Grove		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Elise Jackson - DB Sterlin		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			JOC Program Manager
Phone:	630-464-3195	**Email Address:**	ejackson@dbsterlin.com
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
this project was for installing card readers at emergency meeting locations for ISTHA employees who work at the main tollway building. Project had directional drilling and electrical work.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 9			
Project Name:	Hanover Park Farm Road Paving		
Project Type:	☐ New Construction ☐ Renovation ☒ Other: Repair		
Agency/Client:			
Agency Type:	☒ Public ☐ Private	**Respondent's Role:**	☒ General Contractor ☐ Sub Contractor ☐ Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor, Demolition			
Has the project achieved final acceptance after January 1, 2021?			☒ Yes ☐ No
Original Contract Value:			$ 243,100.00
Was project completed on budget? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
Final Contract Value:			$ 243,900.00
Was project completed on schedule? *(If no, please explain below or attach explanation.)*			☒ Yes ☐ No
If applicable, did Project receive LEED Certification?			☐ Yes ☐ No
Level of LEED Certification:			
Was the project permitted? *(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)*			☐ Yes ☐ No
Type of Permit:	☐ New Construction ☐ Easy Construction ☒ Other: Paving		
City/Town/Village, State:	Hanover Park		
Permitting Body:	Hanover Park		
CLIENT REFERENCE FOR CONSTRUCTION *(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)*			
Name:	Matthew McGregor - MWRD		
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			Engineer
Phone:	847-568-8303	**Email Address:**	mcgregorm@mwrd.org
Name:			
Project Role: *(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)*			
Phone:		**Email Address:**	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor
Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE
Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE
This project consisted of removing and replacing a damaged asphalt road at the Hanover Park Sewage treatment Plant.

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	☒ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☐ Superintendent ☐ MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator
Name:	Joshua Terrell
Title:	Senior Project Manager
Number of years with the firm:	11
Number of years with experience in this capacity:	14

Project Type: *(Please check all experience that applies to the individual who will be dedicated to this project.)* All of them

☐ DIVISION 01 00 00 GENERAL REQUIREMENTS	☐ DIVISION 15 00 00 MECHANICAL
☐ DIVISION 02 00 00 EXISTING CONDITIONS	☐ DIVISION 16 00 00 ELECTRICAL
☐ DIVISION 03 00 00 CONCRETE	☐ DIVISION 21 00 00 FIRE SUPPRESSION
☐ DIVISION 04 00 00 MASONRY	☐ DIVISION 22 00 00 PLUMBING
☐ DIVISION 05 00 00 METALS	☐ DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
☐ DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES	☐ DIVISION 25 00 00 INTEGRATED AUTOMATION
☐ DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION	☐ DIVISION 26 00 00 ELECTRICAL
☐ DIVISION 08 00 00 OPENINGS	☐ DIVISION 27 00 00 COMMUNICATIONS
☐ DIVISION 09 00 00 FINISHES	☐ DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY
☐ DIVISION 10 00 00 SPECIALTIES	☐ DIVISION 31 00 00 EARTHWORK
☐ DIVISION 11 00 00 EQUIPMENT	☐ DIVISION 32 00 00 EXTERIOR IMPROVEMENTS
☐ DIVISION 12 00 00 FURNISHINGS	☐ DIVISION 33 00 00 UTILITIES
☐ DIVISION 13 00 00 SPECIAL CONSTRUCTION	☐ DIVISION 40 00 00 PROCESS INTEGRATION
☐ DIVISION 14 00 00 CONVEYING EQUIPMENT	

REFERENCES

REFERENCE #1

Project:	JOC For Rehabilitation of Airport Facilities		
Agency/Firm Name:	CDA Anthony Leung	**Title:**	Project Manager
Phone:	773-686-3457	**Email Address:**	anthony.leung2@cityofchicago.org

REFERENCE #2

Project:	MWRD JOC Services		
Agency/Firm Name:	MWRD John Murray	**Title:**	Director of M+O
Phone:	312-751-5101	**Email Address:**	marrayJ2@mwrd.org

PLEASE ATTACH RESUME

JOSHUA P. TYRRELL — SENIOR PROJECT MANAGER

Josh Tyrrell secured a number of degrees, one, his Bachelor's degree from SIU, Carbondale, and each critical to our industry, to include Technical Resource Management and Management Technology, each in Construction; he is also IDOT and OSHA Certified. His core competencies include a variety of necessary areas not the least of which are field engineering, cost estimating, contract management and contractor relations, as well as procurement and bid packaging. Josh's professional background includes 10 years experience in both the design and construction of large scale, multi-trade endeavors, while implementing "best practices" through sustainable initiative.

PROFESSIONAL EXPERIENCE:

McDONAGH DEMOLITION, INC. — SENIOR PROJECT MANAGER — 2013 – PRESENT

As Senior Project Manager, and Project Engineer, Josh is skilled in all aspects of construction management, inclusive of setting realistic budgets, estimating, the reading and interpreting of plans, specifications and drawings, quantity take-offs, proposal generation, field supervision and layout, schedule and tracking of all materials, contract and sub-contract management and procurement, and document control.

HNTB CORPORATION & HEERY INTERNATIONAL, INC. — PROJECT MANAGER — 2012 - 2013

- Responsible for oversight of the Chicago Department of Aviation's (CDA) Job Order Contracting Program, with added responsibility of a multi-million dollar General Contractor, for the rehabilitation of the airport's facilities:
  - Developed detailed project cost estimates using EGordian software, based upon a desired scope of work, as provided by the airport department Managers.
  - Issued requests for proposals to the working contractor, reviewed those proposals for accuracy and negotiated pricing to meet accurate and feasible budgets.
  - Enforced contract requirements such as subcontractor agreements, insurance policies, scheduling milestones and preconstruction submittal data.
  - Provided project coordination between working contractors and airport tenants, by administering project phasing, impacts to the public and security amendments.
  - Monitored construction operations through various methods of inspection, material testing, work site safety and weekly progress meetings.
  - Determined project closeout by establishing a punch-list of items, and recognizing substantial completion identifying and recognizing substantial completion of work.
  - Submitted contractor evaluations, representing overall performance and quality of work.

HNTB CORPORATION & HEERY INTERNATIONAL, INC. — CONSTRUCTION FIELD ENGINEER — 2011 – 2012

- Re-tasked to call upon my technical knowledge and skills, to facilitate performance in field supervision and daily inspections on a variety of company projects under construction.

- Measured and tested a variety of materials prior to removed and/or during installation.
- Interpreted contract plans, specifications and shop drawings to ensure means and methods of work were being followed by the working contractor.
- Maintained a detailed field book to document on-site activities.
- Managed an extended log of contract quantities and Inspector's Daily Reports (IDRs).
- Kept an organized electronic file of daily reports and contract correspondence, using *Primavera Contract Manager 13* software.
- Developed sets of "As-Built" drawings to show an accurate representation of final product.

HNTB CORPORATION & HEERY INTERNATIONAL, INC. PROJECTS ASSISTANT 2010 – 2010

- Promoted from within to bring expertise to the Project Development Team, with my primary focus in civil design and construction, with direct involvement to mechanical and electrical rehabilitation.
  - Justified the need for specific capital improvement to the central and surrounding areas of the Chicago airports, by developing a detailed scope of work; followed by presenting such need to the Chicago Department of Aviation (CDA) and its tenants.
  - Developed task order service requests for the purpose of soliciting the services of outside consultants.
  - Created and updated project schedules using *Primavera P6* software, to ensure timelines were being met, progress was being tracked and to anticipate task durations and float.
  - Held site visits, preliminary investigations, performed field surveys/evaluations and reported all findings.
  - Participated in design reviews to aid Project Managers in implementing comments and modifications into Contract Documents.
  - Prepared bid packages issued to General Contractors, compiled clarifications to contractor's inquiries, and determined contract award criteria.
  - Revised our company regulation manuals to ensure current procedures and policies were being met and adhered to.
  - Maintained project data base of all work being constructed, designed, tasked and studied, using *Microsoft Excel* software.

HNTB CORPORATION & HEERY INTERNATIONAL, INC. DOCUMENT CONTROL COORDINATOR 2010 – 2010

- Brought several years of previous industry experience to provide support to the Chicago Airport System's Document Control Department.
  - Assessed shop drawings, product data and material samples in their entirety, with the intention of supporting

the company's submittal process.
- Utilized Project Management software, such as *Primavera Expedition* to log and retrieve project specific information.
- Performed detailed, project control operations, utilizing *Microsoft Office* software.
- Simplified the company's document coding system, for the purposes of conveniently indexing and filing contracts, reports, approvals, specifications, invoices, general correspondence and other documents.
- Prepared closeout documentation for formal submission of final record documents to the client.
- Regulated maintenance of the company's archives to ensure its contents were conveniently and immediately accessible.

EDUCATION & ATTRIBUTES

Southern Illinois University
Bachelor of Science Degree, Technical Resource Management (Construction)

John A. Logan College
Associate of Applied Sciences Degree, Construction Management Technology

Construction Management Association of American (CMAA)
Certified Member

Illinois Department of Transportation (IDOT)
Documentation of Contract Quantities - Certification

CPR / AED / First Aid
Certification

OSHA – 30 Hour Occupational Safety & Health Association
Certification

Habitat for Humanity Volunteer
Murphysboro, IL - Volunteer for multiple years

Crab Orchard Refugee Renovation Volunteer
Carterville, IL – Volunteer for multiple years

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	☐ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☒ Superintendent ☐ MEP Coordinator ☒ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator
Name:	Kenneth Morris
Title:	Superintendant / Safety Director
Number of years with the firm:	4
Number of years with experience in this capacity:	30

Project Type: *(Please check all experience that applies to the individual who will be dedicated to this project.)* All of them

☐ DIVISION 01 00 00 GENERAL REQUIREMENTS	☐ DIVISION 15 00 00 MECHANICAL
☐ DIVISION 02 00 00 EXISTING CONDITIONS	☐ DIVISION 16 00 00 ELECTRICAL
☐ DIVISION 03 00 00 CONCRETE	☐ DIVISION 21 00 00 FIRE SUPPRESSION
☐ DIVISION 04 00 00 MASONRY	☐ DIVISION 22 00 00 PLUMBING
☐ DIVISION 05 00 00 METALS	☐ DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
☐ DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES	☐ DIVISION 25 00 00 INTEGRATED AUTOMATION
☐ DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION	☐ DIVISION 26 00 00 ELECTRICAL
☐ DIVISION 08 00 00 OPENINGS	☐ DIVISION 27 00 00 COMMUNICATIONS
☐ DIVISION 09 00 00 FINISHES	☐ DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY
☐ DIVISION 10 00 00 SPECIALTIES	☐ DIVISION 31 00 00 EARTHWORK
☐ DIVISION 11 00 00 EQUIPMENT	☐ DIVISION 32 00 00 EXTERIOR IMPROVEMENTS
☐ DIVISION 12 00 00 FURNISHINGS	☐ DIVISION 33 00 00 UTILITIES
☐ DIVISION 13 00 00 SPECIAL CONSTRUCTION	☐ DIVISION 40 00 00 PROCESS INTEGRATION
☐ DIVISION 14 00 00 CONVEYING EQUIPMENT	

REFERENCES

REFERENCE #1

Project:	O'Hare / Midway Misc.		
Agency/Firm Name:	CDA Glenn Martin	**Title:**	Operations Director
Phone:	773-848-6038	**Email Address:**	glennmartin@cityofchicago.org

REFERENCE #2

Project:	O'Hare / Midway Misc.		
Agency/Firm Name:	CARE Plus/ Michael Wong	**Title:**	Operations Director
Phone:	312-804-6038	**Email Address:**	mwong@careplusLLC.org

PLEASE ATTACH RESUME

McDONAGH DEMOLITION

KENNETH MORRIS **SITE SAFETY OFFICER / SUPERINTENDENT**

A meticulous and solution-oriented superintendent, hands-on project management and supervision experience. A resourceful team player with strong field troubleshooting skills to progress milestones, ensuring on-time project completion. An effective process implementation specialist whose responsibilities include but are not limited to:

- Read and understand detailed construction specifications
- Logistics and scheduling (including all Airfield operations)
- Blueprint take offs
- Compute cost estimates of construction or engineering projects
- Monitor contract performance using various computer software
- Consult with managerial and supervisory personnel
- Review and ensure safety and best practices (including Airfield and its operations)
- Preparation of management reports
- Participate in the approval of process of all change orders and construction drawings with senior project manager

Safety Supervisor & Superintendent

Implements and supports various organizational policies and safety plans. Works closely with inspector, vendors, subcontractors and clients. Ensures the quality of his crews work and enforces safety protocol on a daily basis. Handles the walk-throughs and site inspections of all projects to identify any issues at hand, so all issues are corrected as needed. In charge of safety meetings on site, daily reports and tool-box talk meetings. Makes sure all crews are informed of the daily tasks and that all work is up to par.

Professional Experience: ***2020 - PRESENT***
McDonagh Demolition, Inc.

- Correspondence with architect and engineers
- Assembling & submitting status reports, keeping owner up to date with project reports
- Manage & collect data for LEED close outs
- Management of Safety Compliance for both the demolition and the construction areas of the organization
- Conducted job-site "Tool-Box Talks"
- Prepared project "Hazard Analysis"
- Prepared project specific "Safety Plans" and oversaw the overall safety of work workers on-site
- Responsible to walk the sites, on a regular basis, to assess and ensure the continued safety of workforce, and address and rectify any areas for improvement

McDONAGH DEMOLITION

KENNETH MORRIS — **SITE SAFETY OFFICER / SUPERINTENDENT**

Professional Experience: ***LEAD FIELD INSPECTOR / LABORER FOREMAN*** ***2006 - 2020***
Brown and Momen
O'Hare Modernization Program

Lead Field Inspector

- Examine and inspect work progress, equipment and construction sites to verify safety and insure specifications are met
- Observe performance of crews; evaluate and make recommendations for improvement
- Recommends measures to improve production methods, equipment performance and crew performance
- Made sure project schedules were on time
- Expedite vendors and subcontractors on a daily and weekly basis
- Oversees the daily construction activities at work sites
- Scheduling of workers, delivery of equipment and materials, and progress of the project
- Estimate materials and worker requirement to complete jobs
- Observe work operations within their areas of responsibility to insure performance is productive, safe, and of highest quality
- Excellent working knowledge of construction methods, facilities operations and building systems
- Ability to work collaboratively in mobile work environment

Laborer Foreman

- Serve as site safety representative by making sure all work is completed in compliance with safe work practices, handled Pre-Job inspections, tool box talks and reporting on any and all injuries
- General knowledge of all types of construction
- Bend, stoop, lift, push, pull and be on your feet for long periods of time, in all weather conditions
- Prepares ground surfaces for the building process
- Removes debris out of the construction path
- Operates ground compactors, levels out and rakes dirt, sets string markers and removes items within the construction area
- Sets up fencing, barricades, and/or safety cones to block off the work area as needed
- Cleans off tools and equipment after each work day
- Enters manhole/confined space to cut line for installation

CERTIFICATIONS

- CPR Certified
- OSHA 30 hour training

OSHA Outreach Training

Completion Certificate

KENNETH MORRIS

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry

9/10/2021

David Couch

OSHA Authorized Trainer

Construction #: 20-0106090 General #: 20-0079854

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:

UNIVERSITY of SOUTH FLORIDA

Certificate #: 00700440

July

CPR/AED/ First Aid & Stop the Bleed Classes at O'Hare Airport

Due to COVID-19 concerns you must wear a face covering for class*

We encourage all **airport** **badged employees** to attend. Classes are held at 850 Public Safety Building 10601 W. Higgins Rd and Patton Drive. Please contact us if you are interested in setting up a class for your department or section.

Visit the City of Chicago Safety and Emergency Management website to sign up for these classes @ https://safetyandem.flychicago.com

	July 22, 2021	CPR/AED Class	11a - 2:30p
	July 28, 2021	CPR/AED Class	9a - 12:30p
	August 6, 2021	CPR/AED Class	9a - 12:30p
	August 10, 2021	CPR/AED Class	10a - 1:30p
	August 18, 2021	CPR/AED/ First Aid Class	8a - 4p
	August 26, 2021	CPR/AED Class	9a - 12:30p
A	August 30, 2021	CPR/AED Class	10a - 1:30p

July 27, 2021 Stop the Bleed Class (Select a time below)
8a - 9:30a 10a - 11:30a

August 5, 2021 Stop the Bleed Class (Select a time below)
9a - 10:30a 11a 12:30p

August 11, 2021 Stop the Bleed Class (Select a time below)
9a - 10:30a 11a 12:30p

August 20, 2021 Stop the Bleed Class (Select a time below)
9a - 10:30a 11a 12:30p

Name Kenneth Morris Company McDonagh

Department Aviation Badge # 155879 Email Ken.m@mcdonagh demo.com

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	☒ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☐ Superintendent ☐ MEP Coordinator ☐ Safety Manager ☒ Quality Control Manager ☐ Sustainability Coordinator
Name:	James Thieme
Title:	Project Manager / QC Manager
Number of years with the firm:	6
Number of years with experience in this capacity:	20

Project Type: *(Please check all experience that applies to the individual who will be dedicated to this project.)* All of them

☐ DIVISION 01 00 00 GENERAL REQUIREMENTS	☐ DIVISION 15 00 00 MECHANICAL
☐ DIVISION 02 00 00 EXISTING CONDITIONS	☐ DIVISION 16 00 00 ELECTRICAL
☐ DIVISION 03 00 00 CONCRETE	☐ DIVISION 21 00 00 FIRE SUPPRESSION
☐ DIVISION 04 00 00 MASONRY	☐ DIVISION 22 00 00 PLUMBING
☐ DIVISION 05 00 00 METALS	☐ DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
☐ DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES	☐ DIVISION 25 00 00 INTEGRATED AUTOMATION
☐ DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION	☐ DIVISION 26 00 00 ELECTRICAL
☐ DIVISION 08 00 00 OPENINGS	☐ DIVISION 27 00 00 COMMUNICATIONS
☐ DIVISION 09 00 00 FINISHES	☐ DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY
☐ DIVISION 10 00 00 SPECIALTIES	☐ DIVISION 31 00 00 EARTHWORK
☐ DIVISION 11 00 00 EQUIPMENT	☐ DIVISION 32 00 00 EXTERIOR IMPROVEMENTS
☐ DIVISION 12 00 00 FURNISHINGS	☐ DIVISION 33 00 00 UTILITIES
☐ DIVISION 13 00 00 SPECIAL CONSTRUCTION	☐ DIVISION 40 00 00 PROCESS INTEGRATION
☐ DIVISION 14 00 00 CONVEYING EQUIPMENT	

REFERENCES

REFERENCE #1

Project:	Project #64418 Terrazo Repair and Maintenance		
Agency/Firm Name:	Chicago DOA / Dorothy Izewski	**Title:**	Architect
Phone:	773-686-7271	**Email Address:**	dorothy.izewski@cityofchicago.org

REFERENCE #2

Project:	JH-6321 Rotunda Renevation		
Agency/Firm Name:	Chicago DOA / Michael Wong	**Title:**	Site Manager
Phone:	312-804-0038	**Email Address:**	mwong@careplusllc.org

PLEASE ATTACH RESUME

James A Thieme

jimmythieme@hotmail.com

[Mobile – 815-483-6120]
[585 S. Finley, Lombard, Illinois, 60148]

Education

Illinois State University, Normal, IL
Bachelor of Science in Technology, May 2014
Major – Construction Management

College of Dupage, Glen Ellyn, IL
Associate Degree in Applied Science, May 2012
Major – Construction Management

Related Work Experience

Keeps Heating & Air, Villa Park, IL [Summer/2013]

- Helped install ductwork, furnaces, condensers, etc.
- Cleaned condenser's, checked their charge and checked for leaks.

N.A. Favia Builders / Alpine Acoustics [May/2014-March/2017]

- Estimator - Estimating Commercial Carpentry Projects Ranging from $10k to $1.5M
- Project Manager - Putting Together Submittal Packages, LEED Documents, AIA Invoices, Material Purchase Orders

CARE Plus [March/2017 – December/2018]

- Field Inspector - Midway International Airport Guard Booth Enhancements at 55th and 63rd
- Field Inspector - Midway International Airport Term and Maintenance
- Field Inspector - Midway International Airport Security Checkpoint Expansion
- Field Inspector - Midway International Airport Concessions Enhancements

McDonagh Construction [December/2018 – Present]

- Project Manager – O'Hare Airport Maintenance, Repair and Installation of Terrazzo Contract

Skills/Certifications

- Word, Excel, PowerPoint, SureTrack, SketchUp, MS Project, Quick Bid, On-Screen Takeoff, @Risk, CAD, Computer Ease,
- IDOT Documentation of Contract Documentation Cert#17-12742, OSHA 30, CTA Rail Safety Trained

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	☒ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☒ Superintendent ☐ MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☒ Sustainability Coordinator
Name:	Jonathon Poff
Title:	Project Manager / Superintendantt / Sustainability Coordinator
Number of years with the firm:	2
Number of years with experience in this capacity:	30

Project Type: *(Please check all experience that applies to the individual who will be dedicated to this project.)* All of them

☐ DIVISION 01 00 00 GENERAL REQUIREMENTS	☐ DIVISION 15 00 00 MECHANICAL
☐ DIVISION 02 00 00 EXISTING CONDITIONS	☐ DIVISION 16 00 00 ELECTRICAL
☐ DIVISION 03 00 00 CONCRETE	☐ DIVISION 21 00 00 FIRE SUPPRESSION
☐ DIVISION 04 00 00 MASONRY	☐ DIVISION 22 00 00 PLUMBING
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☐ DIVISION 13 00 00 SPECIAL CONSTRUCTION	☐ DIVISION 40 00 00 PROCESS INTEGRATION
☐ DIVISION 14 00 00 CONVEYING EQUIPMENT	

REFERENCES

REFERENCE #1

Project:	ISTHA JOC Program		
Agency/Firm Name:	Elise Jackson - DB Sterlin	**Title:**	Program Manager
Phone:	630-464-3195	**Email Address:**	ejackson@dbsterlin.com

REFERENCE #2

Project:	Chicago DOA JOC Program		
Agency/Firm Name:	Mike Wong - CARE Plus	**Title:**	Site Manager
Phone:	312-804-0038	**Email Address:**	mwong@careplusllc.org

PLEASE ATTACH RESUME

JONATHAN POFF

26W356 Macarthur Ave. • Carol Stream, IL 60188 • poff465@comcast.net • 630-746-5792

Field-Quality-Storm Water Pollution Prevention-Construction Management Professional

Summary of Qualifications

- More than 22 years of experience in field operations and construction management. Highly knowledgeable about construction materials and construction methods. Background allows for the versatility in multiple positions on any given project.
- Knowledgeable in quality control, materials testing, SWPPP, and documentation principles in multiple trades within the construction industry.
- Adept and experienced in problem solving and providing solutions. Excellent qualifications in leadership and interpersonal communications.
- Able to communicate effectively with a culturally diverse audience.
- Effectively able to communicate complicated concepts in an understandable manner, based on the audience.
- Computer skills include MS Office Suite, Expedition, Prolog, AutoCAD, HCSS Estimating Software, Suretrak, and MS Project
- Agtek, Trimble Business Center, B2W, Procore, Bluebeam.

PROFESSIONAL EXPERIENCE:

Project Manager / Estimator — October 2021-Present
McDonagh Demolition — Chicago, IL
Demolition and Construction

- Estimating potential JOC projects from $10,00 to $5,000,000
- Management of multiple JOC projects between $10,000 and $5,000,000
- Management of demolition projects between $100,000 and $500,000
- Monitoring and documentation of sub performance
- Subcontractor buyout and contracts
- Takeoffs as needed during project life cycle
- Project management paperwork
- On time billing for projects

Senior Project Manager / Estimator — March 2021-June 2021
Taylor Excavating and Wrecking — Chicago, IL
Excavation and Demolition

- Estimating of potential projects from $100,000 to $5,000,000
- Take offs for bids with Trimble Business Center

Project Manager / Estimator — Jan 2019 – March 2021
Team Reil Inc. — Union, IL
Athletic Field Earthwork / Playground Contractor / Park Construction

- Management of multiple projects averaging between $200,000 and $5,000,000
- Estimating of potential projects from $100,000 to $5,000,000
- Financial reporting of job status
- SWPPP compliance
- Monitoring and documentation of sub performance
- Subcontractor buyout and contracts
- Takeoffs as needed during project life cycle
- Project management paperwork
- On time billing for projects

Project Manager / Estimator — Sept 2016 – Dec 2018
Curran Contracting — Crystal Lake, IL
Road Construction Firm / Earthwork Contractor

- Management of multiple projects totaling $4-8 million per year
- Financial reporting of job status
- SWPPP compliance
- Monitoring and documentation of sub performance
- Subcontractor buyout and contracts
- Takeoffs as needed during project life cycle
- Project management paperwork
- On time billing for projects

Project Manager — Mar 2014 – Sept 2016
A Lamp Concrete Contractors — Schaumburg, IL
Road Construction Firm

- Management of multiple projects totaling $14-15 million per year
- SWPPP compliance
- Monitoring field performance
- Monitoring and documentation of sub performance
- Subcontractor buyouts and contracts

- Project Management paperwork
- On time billing for projects

Project Manager June 2011 – October 2013
FQC Construction Management Addison, IL
Construction Management Firm

- Manage construction of building projects totaling over $20 million
- Budget review
- Field management of Subcontractors
- Field monitoring and documentation
- SWPPP Compliance
- Takeoffs as needed during project lie cycle
- Ran project meetings and prepare minutes for meetings

Home Remodeling / Project Manager October 2009 – June 2011
Self Employed Carol Stream, IL
Small Home Remodeling Contractor

- Remodeling of homes – interior and exterior
- Prepared estimates for work performed
- Learned more about various trades used in building construction

Project Manager / SWPPP August 2007 – October 2009
Plote Construction Inc. Hoffman Estates, IL
Large Illinois Road Building / Excavation Contractor

- Review construction status $14 Million site work Project
- Field monitoring of subs on $75 million Tollway Projects
- Budget review and estimates for other generals on site
- SWPPP Compliance
- Monitor Field progress for self-performed and subcontractor work
- Field quality control for $11 Million O'Hare Airport Project
- Managed training and QC staff to ensure compliance
- Prepared quality control reports
- Maintain project documentation

Accomplishments:

- Obtained Green rating from Target for SWPPP procedures
- Estimated jobs for other general contractors came in within budget.
- Helped to implement SWPPP procedures to tackle tough environmental concerns on project
- Helped to prevent any fines from being imposed on company due to diligence in documentation and constant design changes.
- Closed out project
- No fines incurred for poor quality on project

Related Construction Industry Experience September 1999 – August 2007

Project Manager – 2006 – 2007

- Review Construction status $6.5 Million roadway project
- Monitor and document subcontractor performance

Assistant Project Manager – 2005 –2006

- Project Documentation
- Monitor subcontractor Progress on several Milwaukee airport projects
- Project Management documentation
- Assist Project Manager

Assistant Project Manager – just after graduation

- Field Measurements
- Attend Project Meetings.

Construction Materials Testing – during time in college

- Responsible for testing concrete, steel, soils, asphalt and masonry to ensure compliance with specifications
- Dealt with various contractors throughout the testing process.
- Reported results of tests to contractor and client.

Concrete Batch Plant Operator – during time in college

- Responsible for batching ready mix concrete and assisted in mix design.
- Tested concrete to make sure mixes were compliant with design.

Structural Steel Detailer – during time in college

- Detail steel for fabrication based on engineering drawings.

Education and Training

BACHELOR OF SCIENCE
MILWAUKEE SCHOOL OF ENGINEERING Milwaukee, WI
Major in Construction Management

Profession Development

- Estimating
- Scheduling
- Team building and conflict resolution
- Project management

BACHELOR OF SCIENCE
MILWAUKEE SCHOOL OF ENGINEERING Milwaukee, WI
Major in Architectural Engineering, emphasis in Structural engineering

Profession Development
- Engineering concepts

AFFILIATIONS

- OSHA 30 HR trained
- CPR trained

COMMUNITY LEADERSHIP

- Boys TNT Director for Awana club at local church
- Deacon at local church

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	☒ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☐ Superintendent ☐ MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator
Name:	Richard Berg
Title:	Project Manager
Number of years with the firm:	7
Number of years with experience in this capacity:	35

Project Type: *(Please check all experience that applies to the individual who will be dedicated to this project.)* All of them

☐ DIVISION 01 00 00 GENERAL REQUIREMENTS	☐ DIVISION 15 00 00 MECHANICAL
☐ DIVISION 02 00 00 EXISTING CONDITIONS	☐ DIVISION 16 00 00 ELECTRICAL
☐ DIVISION 03 00 00 CONCRETE	☐ DIVISION 21 00 00 FIRE SUPPRESSION
☐ DIVISION 04 00 00 MASONRY	☐ DIVISION 22 00 00 PLUMBING
☐ DIVISION 05 00 00 METALS	☐ DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
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☐ DIVISION 14 00 00 CONVEYING EQUIPMENT	

REFERENCES

REFERENCE #1			
Project:	City Colleges of Chicago, JOC		
Agency/Firm Name:	CCOC / Lylana Fowlie	**Title:**	Director of Capitol Improvements
Phone:	773-550-9512	**Email Address:**	lfowlie@ccc.edu

REFERENCE #2			
Project:	University of IlinoisJOC Construction		
Agency/Firm Name:	U of I / Fred Dobry	**Title:**	Supt of Buildings
Phone:	312-355-0478	**Email Address:**	dobryf4@uic.edu

PLEASE ATTACH RESUME

RICHARD BERG — PROJECT MANAGER

Mr. Berg has over 40 years of project management & estimating experience in the construction industry. He has exceptional operations executive experience with a proven track record of results in complex environments in high-level construction of educational institutions, commercial, military & government programs. He has a strong background in multi-site management, contract negotiations, and administration.

PROFESSIONAL EXPERIENCE

McDONAGH DEMOLITION, INC. **Project Manager** **2017- Present**

Manage Gordian JOC contracts awarded for the University of Illinois at Chicago; PBC; City Colleges of Chicago & MWRD, encompassing estimating, scheduling, project management, billings and close-out. In his role as Project Manager, Richard wears many hats with respect to the handling of his clients, ranging from a hand in estimating at the start, managing the customer service needs of the client, and handling the project with organization and professionalism, from start to finish. This role is constantly evolving and includes hands on control of some of the administration, creation, amendment, tracking and management of a variety of documents (Subcontracts, Purchase Orders, RSAs, RFIs and Submittals). Responsibilities for the administrative management, flow of project related items, estimating and bid process, commencement of projects, attending meetings, tracking and responding to client requests, alternative products and cost effective methods and solutions, quality service to Clients and anything which best addresses the client's and organization's needs.

ROBE, INC. **Project Manager** **2007- 2012**

Responsible for the complete overall management & operations of the Chicago office as listed above with JOC contracts for Chicago City Colleges, Purdue University and DuPage County.

INTEGRATED CONSTRUCTION TECHNOLOGY **Vice President of Operations** **2003- 2007**

Responsible for the overall construction operations of this MBE general construction firm including estimating, writing & negotiation & award of contracts, scheduling manpower, subcontractors, cost analysis, change orders and project management.

EDUCATION & Certifications

PRAIRIE STATE COLLEGE -AAS IN ARCHITECTURE/CONSTRUCTION PROJECT SCHEDULING (CRITICAL PATH APPROACH)
POWER LINE HAZARD & FALL PROTECTION
RISK MANAGEMENT AND ON-TRACK SAFETY COURSE

OSHA 30, CPR/1st Aid, Construction Quality Management for Contractors (USACE Three Phase inspection), US Army Corp of Engineers Certification, ASHE Healthcare Construction Certificate, MS Projects Level 2

FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Paul Dadian (Name), as Chief Operating Officer (Title)

and on behalf of McDonagh Demolition, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	McDonagh Demolition, Inc.		
Address:	7243 W. Touhy Ave.		
City/State/Zip:	Chicago, Il. 60631		
Telephone:	773-276-7707	**Facsimile:**	773-664-0825
FEIN:	36-4208968	**SSN:**	
Email:	greg.r@mcdonaghdemo.com		

Nature of Transaction:

- ☐ Sale or purchase of land
- ☒ Construction Contract
- ☐ Professional Services Agreement
- ☐ Other _____

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- ☒ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Not-for-profit Corporation
- ☐ Other: _____

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:	Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☐ Yes ☐ No
City/State/ZIP:	Chicago, Il. 60631
Telephone:	224-254-7707

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Geraldine McDonagh	President
Coleman McDonagh	Secretary
Paul Dadian	Chief Operating Officer

Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity.
(Please attach list if necessary.)

Name	Address	Ownership Interest Percentage
Geraldine McDonagh	7243 W. Touhy Ave. Chicago, Il. 60631	61% %
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	☐ Yes ☒ No

If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	**Type**	**Ownership Interest Percentage**
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	☐ Yes ☐ No

If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.
Name of Principal(s)

If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	**Address**

FORM C – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

    a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

    b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

    d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

X _____
Signature of Authorized Officer

Paul Dadian
Name of Authorized Officer (Print or Type)

Chief Operating Officer
Title

224-254-7707
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 16th day of December, 20 24 by
Paul Dadian (Name) as Chief Operating Officer (Title) of
McDonagh Demolition, Inc. (Bidder/Proposer/Respondent or Contractor)

_____
Notary Public Signature and Seal

GREGORY W RIEMER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 7, 2026

FORM D – LEGAL ACTIONS

I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	☐	☒
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	☐	☒
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☐	☒
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	☐	☒
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	☐	☒
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☒
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	☐	☒
Has the firm or venture ever failed to complete any work awarded to it?	☐	☒

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

City of Chicago
Department of Buildings
General Contractor's Licenses

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

MCDONAGH DEMOLITION, INC
7243 W TOUHY AVENUE
CHICAGO IL 60631

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC009760**

CERTIFICATE NUMBER : **GC009760-18**

FEE: **$ 2000**

DATE ISSUED: **12/10/2024**

DATE EXPIRES: **01/09/2026**

THIS LICENSE IS NON-TRANSFERABLE

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

Brandon Johnson
Mayor

Marlene Hopkins
Commissioner

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO MCDONAGH DEMOLITION INC. PRINTED ON: 09/23/2024

NAME: McDonagh Demolition Inc
DBA:
AT: 7243 W. TOUHY AVE., Floor 2ND
CHICAGO, IL 60631

LICENSE NO.:	CODE:	FEE:
2314691	1010	$****250.00

LICENSE: Limited Business License

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF SEPTEMBER, 2024

ATTEST: EXPIRATION DATE: September 15, 2026

MAYOR

CITY CLERK

ACCOUNT NO.
TRANS NO. 60384 SITE : 5

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

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' J.A.T.C.
Carol Stream, Illinois
For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

April 12, 1999
Date REVISED August 13, 2004

IL 017990001
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

Secretary of Labor

Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date

IL012020003

Secretary of Labor

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Operating Engineer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002
Date

IL 008780173
Registration No.

L. L. Chao
Secretary of Labor

Anthony Swerge
Administrator, Apprenticeship Training, Employer and Labor Services

FORM H: CONTRACTOR'S PROPOSAL

The Contractor hereby acknowledges receipt of the all Contract documents for Contract No. PS3093, including, but not limited to: a) Book 1 – Request for Proposal, Project Information, Instructions to Proposers, and Execution Documents, b) Book 2 – Standard Terms and Conditions, c) Book 3 – Construction Task Catalog®, d) Book 4 – Technical Specifications, and e) Addenda Nos. (None unless indicated below)

Addendum No.	Date of Addendum
One	11/15/2024
Two	11/19/2024
Three	12/02/2024
Four	12/06/2024
Five	12/12/2024
Six	12/17/2024

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 1

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Greater than $1,000,000.01, Normal Working Hours	0 . 7 4 8 5	.50	0 . 3 7 4 3
2.	For Projects Greater than and $1,000,000.01, Other than Normal Working Hours	0 . 7 8 8 6	.30	0 . 2 3 6 6
3.	Non Pre-priced: For Non Pre-priced Work	1 . 0 5 0 0	.20	0 . 2 1 0 0
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			0 . 8 2 0 8

Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

FORM J - AWARD CRITERIA FIGURE

A. Basis of Award (Award Criteria Figure)

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 Figure formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the Total Base Proposal (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure pursuant to Section III.P Basis of Award above. 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 Figure 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 seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

2. Award Criteria Figure Formula

Line 1.	Total Base Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
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 0.70)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
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 0.15)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	.01

Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
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 0.15)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
	Award Criteria Figure $	N/A

(Insert Line 15 of Award Criteria Formula to Line 10 on Form I – Proposed Adjustment Factors):

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 Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," 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 Figure set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Book 2.

"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 Figure formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

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

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

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

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

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

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

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

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

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

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 and assessed on the total amount of the Contract at the end of the Term.

e. Liquidated damages, if any, will be calculated for the last pay requests, if possible, 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.

f. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

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

a. The classification "White" includes person of Indo-European descent.

b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

FORM J – AWARD CRITERIA FIGURE

6. Major Trades

Building Demolition
Site Demolition
Site Control
Asbestos / Lead Based Abatement
Site and Building Concrete
Masonry
Structural Steel
Cold Form Metal Framing
Misc. Metals
Rough and Finish Carpentry
Architectural Wood Casework
Solid Surface
Roofing
Roof Specialties
Damproofing and Waterproofing
Thermal insulation spray Insulation
Metal Wall Panels
Applied Fire Protection
Firestopping
Joint Sealants
Curtain Wall
Hollow Metal Frames and Doors
Wood Doors
Door Hardware
Overhead Doors
Operable Partition
Aluminum Storefront
Glazing
Drywall
Acoustical Ceilings
Ceramic Tile
Resilient Flooring
Tile Carpeting
Painting
Toilet Compartments and accessories
Metal Lockers
Hydraulic Elevators
Vertical lifts
Fire Suppression Sprinkler
Plumbing
Mechanical
Electric
Fire Detection and Alarm
Access Control
Building Intrusion Detection
Earthwork
Landscaping
Asphalt Paving
Site Utiliti

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

FORM K – ACCEPTANCE

A. PROPOSAL ACCEPTANCE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry

Mary Pat Witry, Secretary

Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

McDonagh Demolition, Inc.
Contractor Name

7243 W. Touhy Ave. Chicago, Il. 60631
Address

IF A CORPORATION:

Name: Paul Dadian

Title: Chief Operating Officer

Signature:

ATTEST BY: Coleman McDonagh

Secretary

IF A PARTNERSHIP:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

NOTARY PUBLIC

County of Cook State of Illinois

Subscribed and sworn to before me on this 16th day of December, 2024.

Gregory W Riemer (SEAL)
Notary Public Signature

GREGORY W RIEMER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 7, 2026

Commission Expires: 07/07/2026

APPROVED AS TO FORM AND LEGALITY

Anne L. Todd Date: 7/1/2025
Neal & Leroy, LLC

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any agreements, bid documents, contracts, obligations, certificates, bonds entered into by this Corporation.

Name: Paul Dadian

Position/Title: Chief Operating Officer

Telephone Number: 312-768-3497

Email Address: Paul.D@McDonaghdemo.com

Signature:

The undersigned certifies that she is the properly elected and qualified President of the books, records and seal of McDonagh Demolition, Inc., a corporation duly conformed pursuant to the laws of the state of Illinois, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of _McDonagh Demolition, Inc.__ (Company) on April 25, 2022.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

President

Attest

Coleman McDonagh
Secretary

FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Paul Dadian, being first duly sworn, deposes and says that:

(1) He/She is
Chief Operating Officer
(Owner, Partner, Officer, Representative or Agent) of
McDonagh Demolition, Inc.,
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed)

Chief Operating Officer
(Title)
Subscribed and sworn to before me this 16th day of December 20 24

Notary Public
(Title)
My Commission expires: 07/07/2026

GREGORY W RIEMER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 7, 2026

NOT APPLICABLE

FORM M – JOINT VENTURE AFFIDAVIT

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

1. 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.)

   _____

   _____

   _____

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

   _____

   _____

   _____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

   _____

   _____

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

SCHEDULE B - Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

_____

_____

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

1. Financial decisions

   _____

2. Management decisions such as:

   a. Estimating

      _____

   b. Marketing and Sales

      _____

   c. Hiring and firing of management personnel

      _____

   d. Other

      _____

3. Purchasing of major items or supplies

   _____

4. Supervision of field operations

   _____

5. Supervision of office personnel

   _____

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

   _____

   _____

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

   _____

   _____

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

_____

_____

NOT APPLICABLE

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____
Name of Joint Venturer

_____
Signature

_____
Name

_____
Title

_____
Date

State of _____County of_____

On this _____day of _____, 20___

before me appeared (Name)

_____,

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

_____

to execute the affidavit and did so as his or her

free act and deed.

_____
Notary Public

Commission expires:
(SEAL)

_____
Name of Joint Venturer

_____
Signature

_____
Name

_____
Title

_____
Date

State of _____ County of_____

On this ____ day of _____, 20_____

before me appeared (Name)

_____,

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

_____

to execute the affidavit and did so as his or her

free act and deed.

_____
Notary Public

Commission expires:
(SEAL)

EXHIBIT A – INSURANCE

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. Per Section II. VI. G. of this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

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, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, are to 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 $1,000,000 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. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which

reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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 Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than $1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. 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 professional work for Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

6) Builders Risk

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of $1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding 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 the General 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, and in no event less than $2,000,000 per occurrence and $6,000,000 aggregate, 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. If no Railroad

Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

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 insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

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, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission 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

EXHIBIT A – INSURANCE

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
   a. All required entities as Additional Insured
   b. Evidence of waivers of subrogation
   c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Midwest Limited
1411 Opus Place Suite 450
Downers Grove IL 60515

CONTACT NAME: CSU Construction
PHONE (A/C, No, Ext): 630-468-5600 **FAX (A/C, No):**
E-MAIL ADDRESS: CSUConstruction@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Hanover Insurance Company	22292
INSURER C : Zurich American Insurance Company	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MCDOCON-03
MCDONAGH DEMOLITION, INC.
7243 W Touhy Ave.
Chicago IL 60631

COVERAGES **CERTIFICATE NUMBER:** 1648046121 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	ECP2034886	5/22/2025	5/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BAP 0437756	5/22/2025	5/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			FFX2034887	5/22/2025	5/22/2026	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 0437755	5/22/2025	5/22/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A B A	Pollution Liab. Property/Inland Marine Professional Liab.	Y	Y	ECP2034886 RHC-D238756 ECP2034886	5/22/2025 5/22/2025 5/22/2025	5/22/2026 5/22/2026 5/22/2026	Each Occ./Deduct Rented equip./deduct. Professional lmt/SIR	$2,000,000/$25,000 $885,000/$2,500 $2,000,000/25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job Order Contracting (JOC) Services PS3093.

The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago are included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. A Waiver of Subrogation in favor of the additional insured applies under General Liability, Auto Liability & Workers Compensation when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form of underlying General Liability, Auto Liability & Employer's Liability.

CERTIFICATE HOLDER

Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street
Room 200
Chicago IL 60602
United States

APPROVED
JLB
6/10/2025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 0437756	

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2034886	5/22/2025	5/22/2026	5/22/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

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(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2034886	05/22/2025	5/22/2026	5/22/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

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REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2034886	05/22/2025	5/22/2026	5/22/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

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(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2034886	05/22/2025	5/22/2026	5/22/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph **17. Subrogation** of **SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

Policy # WC 0437755

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

_____ 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 _____ a Corporation
_____ a Partnership _____ a Joint Venture

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

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

_____

_____

_____

_____

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

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

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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

_____ _____
Name of MBE/WBE Firm (Print) Signature

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
BY:

_____ _____
Joint Venture Partner (Print) Signature

_____ _____
Date Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

_____
Phone

EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____
Title and duly authorized representative of

_____
Name of General Contractor whose address is

_____

in the City of _____ , State of _____
and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
Total Net MBE/WBE Credit		$	$
Percent of Total Base Proposal		%	%

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.

EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

_____	_____
Name of Contractor (Print)	Signature
_____	_____
Date	Name (Print)
_____	
Phone	

IF APPLICABLE:

BY:

_____	_____
Joint Venture Partner (Print)	Signature
_____	_____
Date	Name (Print)
_____	MBE ____ WBE ____ Non-MBE/WBE ___
Phone/FAX	

EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear {Insert Executive Director Name}:

RE: Contract No. _____

Project Title: _____

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

_____

_____

_____

Documentation attached: yes____ no____

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

Sincerely,

_____
Signature

_____
Print Name

_____
Title

_____
Name of Firm

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: JOC Contract PS3093J
   a. Description of goods or services to be provided under Contract
      Construction Services
2. Name of Contractor: McDonagh Demolition, Inc.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Aaron Fox	314 Institute Pl. Suite 2F Chicago, Il. 60610	Attorney	Hourly Rate
HUB International Midwest Ltd.	1411 Opus Pl. Downers Grove, Il. 60515	Insurance	Insurance Cost
Picker & Associates, LLC	1130 Lake Cook Rd. Buffalo Grove,Il. 60089	CPA	Hourly Rate

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

   a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.

   b. If the Contractor is uncertain whether a disclosure is required, 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 certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

Signature

06/10/2025
Date

Paul Dadian
Name (Type or Print)

Chief Operating Officer
Title

Subscribed and sworn to before me
this 10th day of June, 20 25 (SEAL)

Gregory W. Riemer
Notary Public

Commission expires: 07/07/2026

GREGORY W RIEMER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 7, 2026

EXHIBITF – PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

BOND NO. SPECIMEN **Contract No. SPECIMEN**

KNOW ALL MEN BY THESE PRESENTS, that we _____*

_____

_____

_____

with offices in the _____ State of _____

as _____Corporate_____ Principal, and _____

_____

_____

a corporation organized and existing under the laws of the State of _____ , with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of _____ Dollars ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _____ ,20____, for the furnishing, fabrication, delivery and installation of the

SPECIMEN

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

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

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal 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.

SPECIMEN

It is expressly understood and agreed that this Bond, in the penal sum of

_____

_____ dollars ($_____), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

EXHIBITF – PERFORMANCE AND PAYMENT BOND

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

WITNESS:

_____
Name

_____
Business Address

_____
City State

CORPORATE SEAL

ATTEST:

BY
_____

Secretary
Title

_____
Business Address

BY
_____

Title

_____
Business Address

BY _____(Seal)
Individual Principal

_____(Seal)
Individual Principal

_____
Partner

_____
Corporate Principal

BY _____

President
Title

_____
Corporate Surety

_____

Title

CORPORATE SEAL

SPECIMEN

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. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

EXHIBIT G – BOND APPROVAL

Bond Approval

BY

_____
Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____
Secretary of the _____
corporation named as Principal in the within bond, that _____ who signed on behalf of the Principal was then President _____ of said corporation; that I know this person's signature, and the signature hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

SPECIMEN

Dated this _____day of _____ 20____.

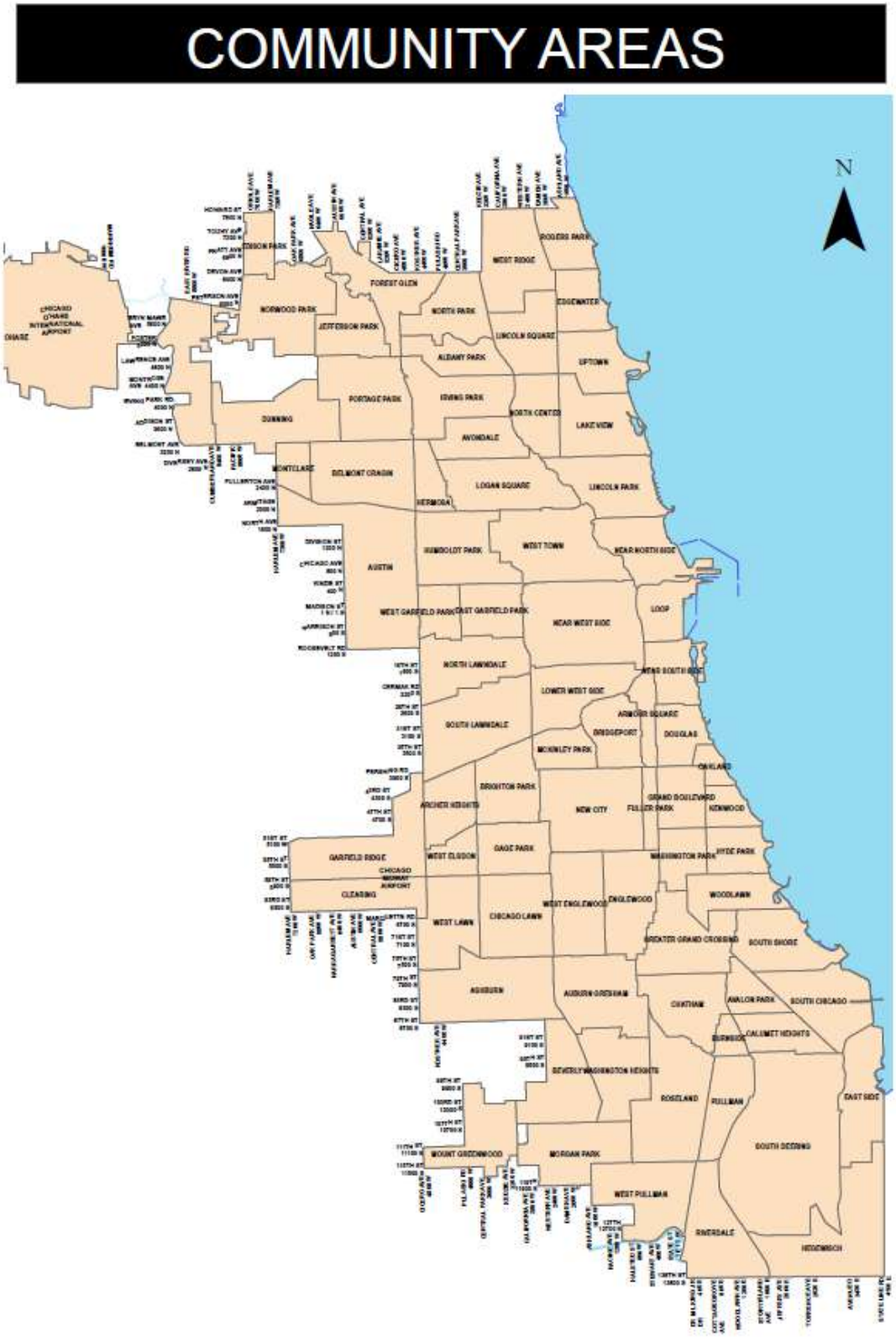
CORPORATE SEAL

COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES CAN BE FOUND AT THE LINK BELOW

https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html

EXHIBIT I – SAMPLE PROJECT COMMUNITY AREA MAP



EXHIBITJ – ASSIST AGENCIES

PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

Assist Agencies are comprised of Chamber of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. If your agency would like to be added to the PBC's Assist Agencies list, please send an email to patricia.montenegro@cityofchicago.org.

African American Contractors Association
PO Box #19670
Chicago, IL 60619
Omar Shareef
312-915-5960
aacanatlassoc@gmail.com
www.aacanatl.org

Black Contractors United
155 North Michigan Avenue
Suite 300
Chicago, IL 60601
Shynetta Dockery
773-617-5672
bcu@blackcontractorsunited.com
blackcontractorsunited.com

CANDO Corporation
1633 S Michigan Ave
Chicago, IL 60615
LaVerne Hall
(312) 488-9338
LHall@candocorp.net

Chatham Business Association: Small Business Development, Inc.
800 E 78th St
Chicago, IL 60619
Melinda Kelly
(773) 994-5006
melindakelly@cbaworks.org
cbaworks.org

Chicago Cook Workforce Partnership
69 W Washington Street
Suite 2860
Chicago, IL 60602
Marissa Lewis
mlewis@chicookworks.org
(312) 603-0200
chicookworks.org

Chicago Minority Supplier Development Council
216 W Jackson Boulevard
Suite 600 Chicago, IL 60606
Debra Jennings-Johnson
(312) 755-8880
info@ChicagoMSDC.org
chicagomsdc.org

Chicago Urban League
4510 S Michigan Ave, 3rd Floor
Chicago, IL 60653
Kelly Evans
(773) 451-3547
kevans@chiul.org
chiul.org

Chicago Women in Trades
2444 W 16th St
Chicago, IL 60608
Jayne Vellinga
(312) 942-1444
jvellinga@cwit2.org
chicagowomenintrades2.org

ConstructConnect
3825 Edwards Road, #800
Cincinnati, OH 45209
Amanda Beyer
(513) 458-5837, Extension 5108336
amanda.beyer@constructconnect.com
ConstructConnect.com

Construction Business Development Center at Prairie State College
202 S Halsted St
Chicago Heights, IL 60411
Cathy Svetanoff
(708) 709-3568
csvetanoff@prairiestate.edu
prairiestate.edu

Federation of Women Contractors
4210 W Irving Park Rd
Chicago, IL 60641
Jaemie Neely
(312) 360-1122
info@fwcchicago.com
fwcchicago.com

HIRE360 Chicago
2301 S Lake Shore Drive
Lakeside Center, Chicago, IL 60616
Deborah Whitaker
(312) 575-2500
dwhitaker@hire360chicago.com
bids@hire360chicago.com

Hispanic American Construction Industry Association
650 W Lake St, #415
Chicago, IL 60661
Ivette Trevino
(312) 575-0389
itrevino@haciaworks.org
haciaworks.org

Illinois Black Chamber of Commerce
411 Hamilton Blvd, #1404
Peoria, IL 61602
Larry Ivory & Kenyatta Fisher
(309) 740-4430
larryivory@illinoisblackchamber.org,
kfisher@ilbcc.org
illinoisblackchamber.org

Rainbow/PUSH Coalition
930 E 50th St
Chicago, IL 60615
John Mitchell
(773) 256-2766
jmitchell@rainbowpush.org
rainbowpush.org

South Shore Chamber, Inc.
1750 E 71st St
Chicago, IL 60649
Tonya Trice
(773) 955-9508
ttrice@southshorechamberinc.org
southshorechamberinc.org

U.S. Minority Contractors Association
1250 Grove Ave, #200
Barrington, IL 60010
Larry Bullock
(847) 852-5010
larry.bullock@usminoritycontractors.org
usminoritycontractors.org

Women's Business Development Center
8 S Michigan Ave, #400
Chicago, IL 60603
Donna Beasley
(312) 853-3477
dbeasley@wbdc.org
wbdc.org

Women Construction Owners & Executives
308 Circle Ave
Forest Park, IL 60130
Mary Kay Monaghan
(708) 366-1250
mkm@mkmservices.com
wcoeusa.org

Last Updated: 4/16/2024 4:22 PM

EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

PROJECT LABOR AGREEMENT INSERTED HERE

(If Applicable)