

# BID REQUEST

for



***Pedestrian Security Enhancements***

***Navy Pier Chicago***

**Navy Pier Inc.**

600 E Grand Avenue

Chicago, IL 60611

March 12, 2020

Federally Funded Project

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## SUMMARY

### BID REQUEST Information:

#### BID REQUEST Title: *Pedestrian Security Enhancements*

**Date Issued:** March 12, 2020

**Contact Person:** Dan Mitchell

**Email Address:** dmitchell@navypier.org

**Proposals Due:** April 10, 2020 at 3:00PM

**Project Completion:** June 26, 2020

## PROJECT BACKGROUND

### Objectives

Perform all work shown on the plans (Exhibit 1) and in accordance with the specifications (Exhibit 2) to install a K4 rated security gate system and associated bollards at two locations on Navy Pier.

## SCHEDULE

### BID REQUEST Schedule

BID REQUEST Release Date: March 12, 2020

Mandatory Site Visit/Pre-bid Meeting: March 17, 2020 at 8AM

Vendor Questions Due: March 26, 2020

Responses to Vendor Questions: March 31, 2020

Proposal Due Date & Time: April 10, 2020 at 3PM

### Estimated Project Schedule

Award Date: April 15, 2020

Contract and NTP: April 22, 2020

Shop Drawing Submittal: April 31, 2020

Shop Drawing Approval: May 8, 2020

Field Work Starts: May 11, 2020

Project Completion: June 26, 2020

All dates above are estimated except the completion dates which must be met.

## **FEDERAL FUNDING REQUIREMENTS**

### **Projects Utilizing Federal Funds**

This project will utilize federal funds and must be in compliance with 2 CFR 200.317 to 200.326 of the Uniform Guidance Procurement Standards.

### **Bonding Requirements**

For construction or facility improvement contracts, the minimum requirements are as follows:

- a) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- b) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **Contract Provisions for non-Federal Entity Contracts Under Federal Awards**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by NPI including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by NPI must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than

once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. NPI shall report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by NPI in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a halftime the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **GENERAL INFORMATION**

### **Pre-Submittal Meeting and Site Visit**

The pre-submittal meeting and mandatory site visit will be attended by NPI and the Respondents to address any questions surrounding the requested services outlined within the BID REQUEST.

### **Compliance with NPI Project Labor Agreement**

The Respondent must, at all times, observe and comply with the NPI PLA (Exhibit 5).

### **Examination of Documents and Site Visits**

The Respondent is responsible for reviewing and understanding in its entirety the required services and other contents outlined within the BID REQUEST. NPI recommends that Respondents completely review the proposed work site and be familiar with any local conditions affecting the requested services.

To ensure the Respondents clearly comprehend the proposed work site and develop accurate proposals, a mandatory site visit is required. The mandatory site visit is scheduled to be on **March 17, 2020 at 8AM**. Meeting location will be at the Information Desk located at the front doors of Navy Pier. We will walk the site and then, if needed, move to a conference room to continue the meeting.

### **Coordination with Other Contractors**

There are other contractors working in the area and all work will need to be coordinated with them.

### **Submittal Requirements**

Responses to this BID REQUEST must include the following:

- Cover/Transmittal Letter which gives an overview of the Respondent's company including the type of services offered and the number of years it has been in business.
- Proposals should be completed in a clear and concise manner.
- A completed and signed BID REQUEST Bid Form by a company representative, with his/her contact information, authorized to bind the proposing company contractually.
- Firm fixed costs of all work described herein.
- The manufacturer and model of the proposed K4 Security Gate System and Bollards.
- Bid price must include all costs, including but not limited to equipment, labor, overhead/profit, any required permits, and materials.
- Baseline Schedule that complies with the completion dates listed in this BID REQUEST. Schedule must also show major milestone dates for submittals and construction for each area.
- Proof of Insurance.
- M/WBE certificates for prime contractor or subcontractors.

## **Evaluation Criteria**

The contract will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the BID REQUEST, is the lowest in price.

## **Minority-Owned/Woman-Owned Business Enterprise (M/WBE) Goals**

M/WBE participation is encouraged but not required. The goal is for vendors to utilize 26% MBE and 6% WBE vendors. Proposals must include certifications from any vendors that are certified M/WBE vendors. The amount of M/WBE participation shown in the Cost Proposal submitted by the Respondent during the proposal process will need to be met by the Respondent if selected.

## **Communication, Interpretation and Addenda**

No Respondent is entitled to rely upon any oral interpretation by NPI or its representative concerning the meaning of this BID REQUEST. This BID REQUEST and any addenda will be available by contacting Dan Mitchell. It is the Respondent's responsibility to obtain any addenda that may be subsequently issued.

All requests for interpretation must be made in writing (email is acceptable) and submitted no later than **March 26, 2020 at 3:00PM** to:

Mr. Dan Mitchell  
Vice President of Design & Construction  
[dmitchell@navypier.org](mailto:dmitchell@navypier.org)  
Navy Pier  
600 East Grand Avenue  
Chicago, IL 60611

## **Withdrawal of Proposals**

Respondents may withdraw their submitted proposal at any time prior to the time specified as the closing time for the receipt of proposals. However, no respondent shall withdraw nor cancel their proposal for a period of ninety (90) days after the said closing date for the receipt of proposals nor shall the successful Respondent withdraw nor cancel nor modify their proposal after having been notified that the said proposal has been accepted.

## **Rejection of Proposals**

Navy Pier Inc. reserves the right to reject any and/or all proposals and to waive irregularities and informalities in the submittal and evaluation process. This BID REQUEST does not obligate NPI to pay any costs incurred by the Respondent in preparation and submission of their Proposals. Furthermore, the BID REQUEST does not obligate NPI to accept or contract for any expressed or implied services.

## **BID FORM**

### **NAVY PIER INC. PEDESTRIAN SECURITY ENHANCEMENTS**

#### **PROPOSAL SUBMITTED TO:**

Daniel Mitchell  
Vice President of Design & Construction  
600 E Grand Ave  
Chicago, IL 60611  
[dmitchell@navypier.org](mailto:dmitchell@navypier.org)

#### **PROJECT:**

Navy Pier Inc.  
Pedestrian Security Enhancements  
600 E Grand Ave  
Chicago, IL 60611

#### **SUBMITTED BY:**

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(Company Name)

---

(Street Address)

---

(City, State, Zip)

---

(Telephone)

Operating as (strike out conditions that do not apply) an Individual, a Corporation, organized and existing under the law of the State of \_\_\_\_\_, a Partnership, a Joint Venture consisting of the firms of

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**BASE BID PROPOSAL:**

1. In response to your invitation to submit a proposal for the execution of all work described by the information contained in the BID REQUEST and having examined the site where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:
2. Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

**BASE PROPOSAL:**

3. Bidder agrees to perform all base bid work described and shown in the BID REQUEST for the sum of:
4. \_\_\_\_\_ Dollars (\$\_\_\_\_\_\_).  
(in writing) (in figures)
5. Breakdown of Proposal by Area and Scope:
  - a. Location #1 – Base Bid \$\_\_\_\_\_
    - i. Demo \$\_\_\_\_\_
    - ii. Concrete \$\_\_\_\_\_
    - iii. Electrical \$\_\_\_\_\_
    - iv. K4 Gate \$\_\_\_\_\_
    - v. K4 Gate Manufacturer/Make/Model \_\_\_\_\_
    - vi. Bollard(s) \$\_\_\_\_\_
  - b. Location #2 – Base Bid \$\_\_\_\_\_
    - i. Demo \$\_\_\_\_\_
    - ii. Concrete \$\_\_\_\_\_
    - iii. Electrical \$\_\_\_\_\_
    - iv. K4 Gate \$\_\_\_\_\_
    - v. K4 Gate Manufacturer/Make/Model \_\_\_\_\_
    - vi. Bollard(s) \$\_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT:**

6. The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM NO. \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_  
DATED \_\_\_\_\_

7. The undersigned agrees to complete all work required by the contract dates.

**GENERAL STATEMENT:**

8. The undersigned has checked all of the figures contained in this proposal and further understands that the Consultant and Owner will not be responsible for any errors or omissions made therein by the undersigned.
9. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with insurance certificates and a detailed schedule of values, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.
10. The undersigned further agrees to begin work on said contract as soon as practicable after receipt of purchase order or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it.
11. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.
12. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
13. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
14. It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required there under.
15. The contractor certifies that the contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.
16. Navy Pier Inc. is subject to project labor agreement and all work must adhere to its requirements. A copy of the labor agreement has been provided with Exhibit 5.
17. Navy Pier Inc. is tax exempt. A copy of tax exception certificate has been provided with Exhibit 4.

18. NPI maintains a minority and female owned business enterprise procurement program for work it undertakes. Bidders must include certifications from any vendors that are certified M/WBE vendors. The amount of M/WBE participation shown in the proposal submitted by the Bidder will need to be met by the Bidder if selected.

**BIDDER SIGNATURE:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_  
(Person signing this Proposal must be either the Owner, Partner or  
Corporate Officer)

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
(SEAL - IF BIDDER IS A CORPORATION)

## **EXHIBITS**

1. Plans prepared by DBS and revised by NPI on March 12, 2020
2. Specifications prepared by DBS and revised by NPI on March 12, 2020
3. Insurance Requirements
4. Tax Exempt Letter
5. NPI Project Labor Agreement



***Pedestrian Security Enhancements***

***Navy Pier Chicago***

***EXHIBIT 1***

**March 12, 2020**  
**These Plans have been updated by Navy Pier Inc. to delete all work at Location #3. Other revisions include noting that the K4 security gate system and K4 bollards detailed in the plans are schematic. The final layout of the K4 security gate system and K4 bollards will be determined and approved with shop drawings.**

CONSTRUCTION DOCUMENTS  
FOR

# NAVY PIER SECURITY ENHANCEMENTS

600 EAST GRAND AVENUE  
CHICAGO, ILLINOIS

**EXHIBIT 1**

CLIENT:  
**Navy Pier, Inc.**  
600 East Grand Avenue, Chicago, IL 60611



PROJECT NAME

**NAVY PIER  
SECURITY  
ENHANCEMENTS**

PROJECT TEAM

OWNER/DEVELOPER

Navy Pier, Inc.  
600 East Grand Avenue  
Chicago, Illinois 60611

STRUCTURAL ENGINEER

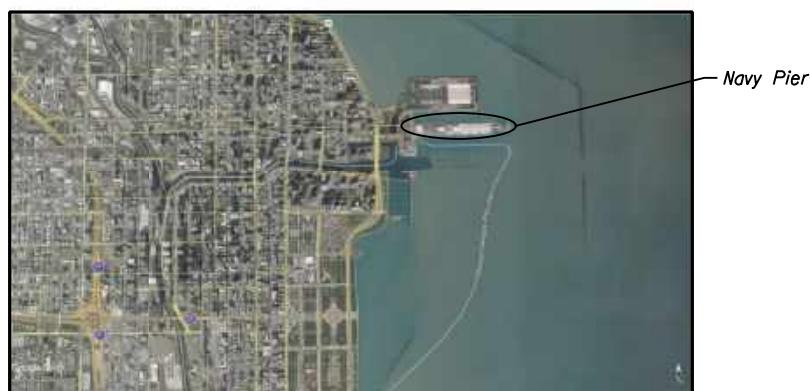
DB Sterlin Consultants, Inc.  
123 North Wacker Drive  
Suite 2000  
Chicago, IL 60606

ELECTRICAL ENGINEER

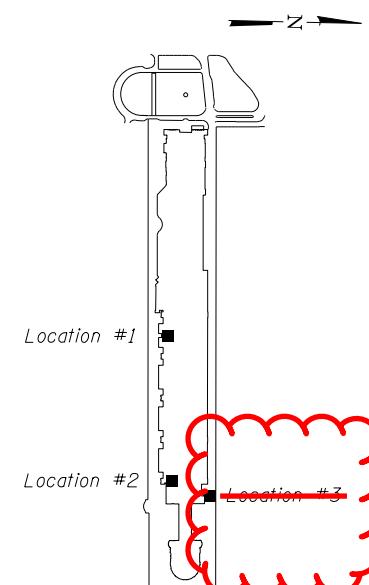
AECOM  
300 East Wacker Drive  
Suite 1400  
Chicago, IL 60601



LOCATION MAP



VICINITY MAP



KEY PLAN :



DB STERLIN CONSULTANTS, INC.  
123 N. WACKER DRIVE SUITE 2000  
CHICAGO, ILLINOIS 60606  
TEL. (312)857-1006 FAX. (312)857-1056



AECOM  
300 E. WACKER DRIVE SUITE 1400  
CHICAGO, ILLINOIS 60601

**TITLE SHEET**

3/12/20 - RFP Issue

G1.1

SHEET NO. 1 OF 21 SHEETS

Project is funded from Federal Grant Funds



M. B. Sterlin Civelek  
DB Sterlin Consultants, Inc.  
(General and Structural Sheets)



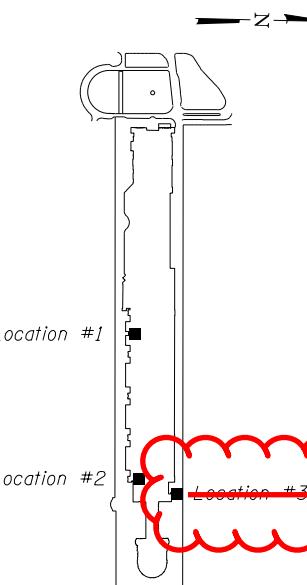
DANIEL A. DUZAN  
062-059108  
REGISTERED PROFESSIONAL  
ENGINEER  
ILLINOIS  
EXPIRED 11/30/19

AECOM  
(Electrical Sheets)



PROJECT NAME

## NAVY PIER SECURITY ENHANCEMENTS



KEY PLAN :



## INDEX OF SHEETS, ABBREVIATIONS, LEGEND, AND SUMMARY OF QUANTITIES

3/12/20 - RFP Issue

G1.2

9  
SHEET NO. 2 OF 21 SHEETS

### INDEX OF SHEETS:

Sheet Number	Discipline Sheets	Description
1	General G1.1	TITLE SHEET
2	G1.2	INDEX OF SHEETS, ABBREVIATIONS, LEGEND, AND SUMMARY OF QUANTITIES
3	G1.3	GENERAL NOTES
4	S1.1	STRUCTURAL PLAN
5	S1.2	STRUCTURAL BOLLARD DETAILS
6	S1.3	STRUCTURAL K4 SECURITY GATE DETAILS
7	E1.1	ELECTRICAL PLAN
8	E1.2	ELECTRICAL K1 SECURITY GATE DETAILS
9	S2.1	STRUCTURAL PLAN
10	S2.2	STRUCTURAL BOLLARD DETAILS
11	S2.3	STRUCTURAL K4 SECURITY GATE DETAILS
12	E2.1	ELECTRICAL PLAN
13	E2.2	ELECTRICAL K4 SECURITY GATE DETAILS
14	S3.1	STRUCTURAL PLAN
15	S3.2	STRUCTURAL BARRIER TYPE I
16	S3.3	STRUCTURAL BARRIER TYPE I DETAILS
17	S3.4	STRUCTURAL BARRIER TYPE II
18	S3.5	STRUCTURAL K12 SECURITY GATE DETAILS
19	E3.1	ELECTRICAL PLAN
20	E3.2	ELECTRICAL K12 GATE DETAILS
21	E3.3	ELECTRICAL K12 GATE DETAILS

### ABBREVIATIONS:

Bldg	Building	MH	Manhole
BM	Benchmark	N	North
BOC	Back of Curb	NIC	Not in Contract / Not Included
C&G	Curb and Gutter	NPI	Navy Pier, Inc.
CB	Catch Basin	No	Number
CIP	Cast-In-Place	oc	On Center
CJ	Construction Joint	PCC	Portland Cement Concrete
Const	Construction	PL	Property Line
cts	Centers	PP	Power Pole
¢	Centerline	PVC	Polyvinyl Chloride Pipe
Dia	Diameter	PVMT	Pavement
Ø	Diameter	R	Radius
DOB	Chicago Department of Buildings	RCP	Reinforced Concrete Pipe
(E)	Epoxy Coated Reinforcement Bar	Req'd	Required
EJ	Expansion Joint	RoW	Right of Way
Elev	Elevation	San	Sanitary
E/P	Edge of Pavement	SDWK	Sidewalk
Exist	Existing	Sta	Station
F/G	Finished Grade	ST	Storm Structure or Storm Sewer
FH	Fire Hydrant	STMH	Storm Manhole
G	Gas Line	T/C	Top of Curb
Hor	Horizontal	T/P	Top of Pipe
ID	Inside Diameter	typ.	Typical
IE	Invert Elevation	UNO	Unless Noted Otherwise
Jt.	Joint	UP	Utility Pole
Lf	Lineal Feet	WM	Water Main
LP	Light Pole		

### LEGEND:

Buffalo Box	(B)	Manhole	○
Catch Basin	○	New Bollard	●
Centerline	-----	Pavement Drainage Inlet	◐
Communications	— (T) —	Pier Location	(I27)
Curb Inlet		Sanitary Sewer	— (SAN) —
Curb, Walkway or Pavement Line	————	Sign Structure	(S)
Electric	— (E) —	Storm Sewer	→ →
Electrical Manhole	(E) [E]	Stormwater Flow Direction	→
Fence Line	— X — X —	Telephone Manhole	[T]
Fire Hydrant	◎	Traffic Sign	—
Gas	— (G) —	Traffic Signal	◐◑
Grease Trap Basin	(G)	Traffic Signal Pole	→
Hand Hole	□	Tree	cloud
Irrigation Heads	◎	Utility Pole	□
Junction Box	[JB]	Water	— (W) —
Light Pole	◎		

### SUMMARY OF QUANTITIES:

LOCATION	DESCRIPTION	UNIT	QUANTITY
1	LOCATION 1 SECURITY ENHANCEMENTS	L SUM	1
2	LOCATION 2 SECURITY ENHANCEMENTS	L SUM	1
3	LOCATION 3 SECURITY ENHANCEMENTS	L SUM	1

## GENERAL NOTES

1. Existing site topography, utilities, right-of-way and horizontal control shown on the drawings were obtained from a survey prepared by:  
  
V3 Companies of Illinois Ltd.  
7325 Janes Avenue  
Woodridge, IL 60517
- Copies of the survey are available from Navy Pier, Inc. (NPI). Site conditions may have changed since the survey was prepared. Contractors to visit site to familiarize themselves with the current conditions.
2. All existing topography, underground utilities, structures and associated facilities shown on these drawings have been plotted from available surveys and records. Therefore, their locations and elevations must be considered approximate only. There may be other facilities, the existence of which are not presently known.
3. Contractor is to verify all existing structures and facilities and notify NPI of any discrepancies prior to ordering material and starting work.
4. The Contractor shall subscribe to all governing regulations and shall obtain all necessary public agency permits prior to starting work. The Contractor, by using these plans for their work, agree to hold harmless DB Sterlin Consultants, Inc., AECOM, the Municipality, their employees and agents and the owner while acting within the scope of their duties from and against any and all liability, claims, damages, and the cost of defense arising out of Contractor(s) performance of the work described herein, but not including the sole negligence of the owner, his agents, the engineer, his employees and agents.
5. The Contractor shall be responsible for obtaining all required permits for construction. Contractor shall be responsible for any damage to the streets or roadways and associated structures and shall make repairs as necessary to the satisfaction of NPI.
6. The Contractor shall be responsible for the installation and maintenance of adequate signs, traffic control devices and warning devices to inform and protect the public during all phases of construction. Barricades and warning signs shall be provided in accordance with CDOT Standard Specifications. All traffic control work shall be done in accordance with 2009 Manual On Uniform Traffic Control Devices (FHWA).
7. Except where modified by the contract documents, all work proposed hereon shall be in accordance with the following specifications:
  - a. "Rules & Regulations for Construction In The Public Way" published by CDOT, latest edition.
  - b. The City of Chicago Standards and all addenda thereto.
  - c. The National Electric Code.
  - d. The City of Chicago Accessibility Code.

In the event of conflicting specifications with regard to sitework issues designed by the Engineer, the more stringent requirement shall govern.
8. The Contractor shall notify the authority having jurisdiction at least 48 hours prior to commencing any work and for any new construction requiring inspection.
9. The Contractor shall provide for the safe and orderly passage of traffic and pedestrians where his/her operations abut public thoroughfares and adjacent property in accordance with CDOT and IDOT requirements.
10. No holes are to be left open in the pavement or parkway over a holiday, weekend or after 3:00 p.m. unless approved by Navy Pier, Inc.
11. All existing pavement or concrete to be removed shall be sawcut along limits of proposed removal before commencement of pavement removal.
12. Removed pavement, sidewalk, excavated soil, etc. shall be legally disposed of by the Contractor as part of the contract.
13. For regulated utility locations, the Contractor shall contact the joint utility location information for excavators, "Digger" at 312-744-7000. Local government agencies should be contacted by the contractor for location of all non regulated utility locations. Call for locates at least 48 hours in advance of construction.
14. Before excavating over or adjacent to any existing utilities, Contractor shall notify the owner of such utilities to ensure that protective work will be coordinated and performed by the Contractor in accordance with the requirements of the owner of the utility involved. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during this operation, they shall be safeguarded, protected from damage and supported if necessary.
15. The Contractor is responsible for having a set of "approved" engineering plans with the latest revision date on the job site prior to the start of construction.

## CHICAGO EXISTING FACILITIES PROTECTION UTILITY

### NOTES

16. Any areas that are disturbed during construction shall be restored in conformance with the requirements of the authority having jurisdiction and shall be incidental to the contract.
17. Existing street and walkway paving to remain shall be protected from damage; and if damaged, shall be replaced promptly in conformance with City of Chicago IDOT Standard Specifications.
18. When an existing drainage route, either a storm sewer or waterway, is interrupted due to construction, the drainage route shall be reestablished to original conditions by the end of the same work day. Positive drainage must be maintained at all times during construction.
19. Any existing utility structures requiring adjustment are to be adjusted or reconstructed by the Contractor to the utility owner's satisfaction. Adjustments or reconstruction not called for on the plans shall be considered incidental to the contract.
20. All utility connections to existing lines shall be constructed in accordance with local codes and regulations and to the satisfaction of the utility owner.
21. Any damage to existing utilities shall be repaired at the Contractor's expense.
22. Prior to demobilization, all work surface and installations shall be cleaned and inspected to the satisfaction of the authority having jurisdiction. the cost of this work shall be considered incidental to the contract.
23. The General Contractor shall coordinate with Navy Pier, Inc. to provide electric, to Locations 1, 2, and 3 as shown in the drawings. This coordination shall be considered incidental to the contract. Any conflicts in utilities shall be corrected by the General Contractor at no additional cost to the owner.
24. Contractor shall maintain accurate records of all construction in conformance with all municipal and client requirements for use in preparing record drawings.
25. The Contractor shall be responsible for dewatering any excavation. Any dewatering required shall be incidental to the contract.
26. The Engineer and owner are not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions used by the Contractor. The Contractor is solely responsible for execution of his/her work in accordance with the contract documents and specifications.
27. Contractor shall maintain accurate records of all underground utility construction and submit "record" information to NPI.
28. In case of any damage to the city's sewer system, private and public drain connections, and/or bench monuments, the Contractor must contact the sewer unit of the Department of Water Management immediately at phone number (312) 747-8117 or (312) 747-7893. The Contractor must, at his/her cost, replace the affected sewers, drain connections, sewer structures and/or bench monuments as necessary. The sewer flows must be maintained at all times.
29. The contractor must maintain access to the existing sewer facilities including sewer structures at all times and avoid any interruption of the sewer facilities maintenance or services. The sewer flow has to be maintained at all times.
30. Maintain minimum requirements of 18" vertical clearance and 3' horizontal clearance with Peoples Gas facilities.
31. Contractor to verify locations and depths of existing utilities prior to any excavation or installation work.
32. Relocate existing utilities as required to facilitate construction of new barriers and bollards.
33. Existing signage, curb and gutter, roadway pavement, sidewalk pavement, ADA ramps/curbs, park furniture, concession kiosk, lawn and/or landscaping, or any other part of the park that is temporarily removed or impacted during installation of the new barriers and bollards, shall be restored to their original conditions as part of the Contractor's work.

34. The existing pavement will be removed and replaced with reinforced concrete grade beams to support the bases of the security gates and barrier line railing.

35. The contractor shall coordinate with the City of Chicago to determine the exact locations of the utility lines.

36. The contractor shall coordinate with the City of Chicago to determine the exact locations of the utility lines.

37. The contractor shall coordinate with the City of Chicago to determine the exact locations of the utility lines.

38. The contractor shall coordinate with the City of Chicago to determine the exact locations of the utility lines.

### DUTY TO INDEMNIFY

The Contractor shall defend, indemnify, keep and save harmless the municipality, owner and Engineer, and their respective board members, representatives, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to the performance of the work under the contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes but is not limited to: the Illinois laws regarding structural work [IL. Rev. Stat. Ch. 48, Par. 60 at Seq.J] and regarding the protection of adjacent landowners [IL. Rev. Stat. Ch. 17-1/2 Par. 51 Et. Seq.J. in the event of any such injury [including death] or loss of damage, of claims therefore, or claims therefore, the Contractor shall give prompt notice to the owner.

### GENERAL NOTES FOR WORK IN THE PUBLIC WAY

1. The Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction," latest edition, and all addenda thereto, and City of Chicago Construction Standards for work in the public way shall govern the earthwork and paving work under this contract.
2. All work shall be conducted in accordance with OSHA requirements and City of Chicago Regulations and Standards and shall conform in all respects to all State and Federal laws and regulations.

3. The Contractors shall notify all utility companies for field locations of their facilities prior to beginning construction. The Contractor will be responsible for the maintenance and preservation of these facilities. Any utility locations shown on the plans are based on available records and are for general direction only. All utility locations shown must be verified by the contractor in the field.

### MATERIALS

1. See specifications for material requirements, strengths, and standards.

2. K4 rated security gate system basis of design for these documents is as follows:

Delta Scientific DSC 1500 (permanently mounted to existing subsurface existing grade beams - portable trailer is not to be included).

Contractor to supply K4 rated surface mounted roadway barrier gate system per the specifications.

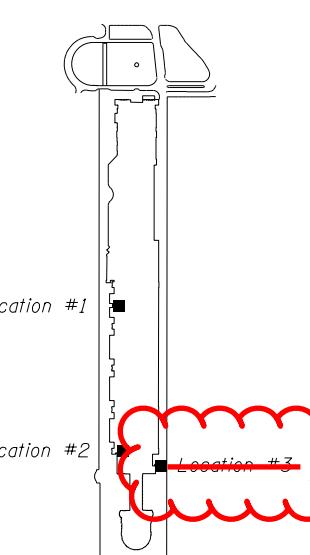
34. Approved security gate system anchorage to existing structural reinforced concrete grade beams is to be designed in coordination with manufacturer's crash rating requirements such that the final assembly meets the K4 rating required. Contractor to submit anchorage details and calculations for NPI review as part of the shop drawing submittal and review process.

CLIENT:  
**Navy Pier, Inc.**  
600 East Grand Avenue, Chicago, IL 60611



PROJECT NAME

## NAVY PIER SECURITY ENHANCEMENTS



### KEY PLAN:

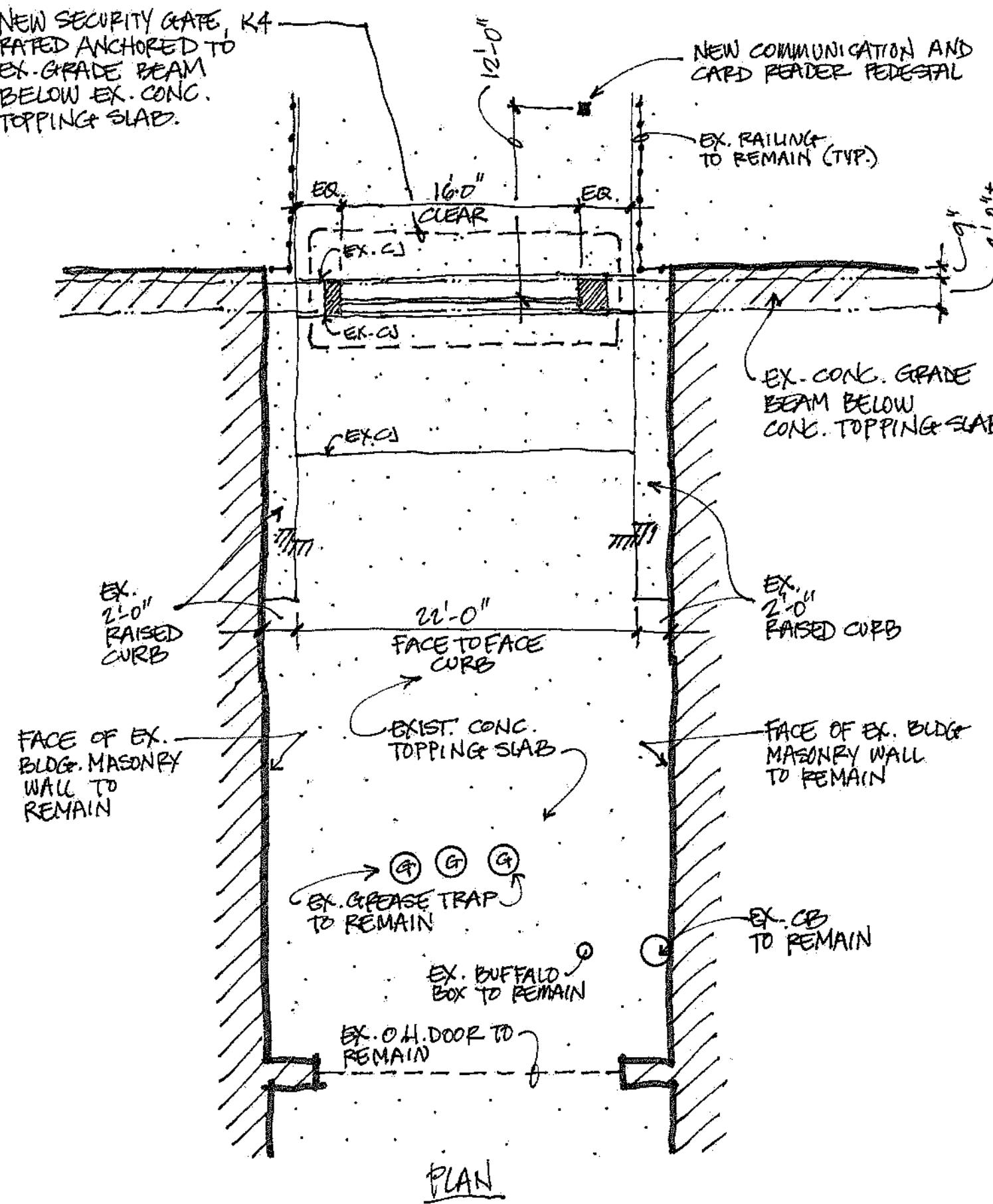
**DBS**  
DB STERLIN CONSULTANTS, INC.  
123 N. WACKER DRIVE SUITE 2000  
CHICAGO, ILLINOIS 60606  
TEL. (312)857-1006 FAX. (312)857-1056

**AECOM**  
AECOM  
300 E. WACKER DRIVE SUITE 1400  
CHICAGO, ILLINOIS 60601

### GENERAL NOTES

3/12/20 - RFP Issue

G1.3

**LOCATION NOTES:**

Work in this location shall consist of the following:

1. Installation of a new vehicular security gate at the driveway through the Navy Pier building connecting the north and south sides of the pier.
2. Installation of access, exiting, and monitoring equipment, to be remotely controlled.

3. Removal of existing concrete walkway and paving to expose subsurface as required to facilitate installation of security gate foundations.

5. See Specifications for additional work and requirements.

6. See Sheet G1.3 for Project Notes.

**STRUCTURAL NOTES:**

1. New bollard to be installed on existing concrete walkway as shown in Plan.
2. New security gate to be installed as shown in Plan. The security gate shall be manufactured such that the open gate will clear the existing ceiling; the available space from the top of driveway to the bottom of ceiling slab at the security gate location is 14'-2". Contractor to verify prior to fabrication.

3. The security gate shall be designed to satisfy the requirements of a K4 rating.  
4. Existing driveway pavement to be lowered 4" thick x 12' deep. Remove existing pavement and shoulders to 1'-2" below top of adjacent pavement. Contractor to determine size of new security gate connection.

**ELECTRICAL NOTES:**

1. See Sheets E1.1 and E1.2 for Electrical Plan and Details.

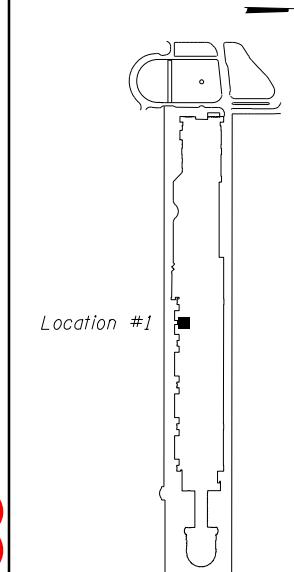
7. All proposed dimensions on the plans are related to a specific K4 security gate system, actual proposed dimensions will be determined and approved during the shop drawing review process.

CLIENT:  
**Navy Pier, Inc.**  
600 East Grand Avenue, Chicago, IL 60611



PROJECT NAME

## NAVY PIER SECURITY ENHANCEMENTS

**KEY PLAN:**

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## LOCATION 1 STRUCTURAL PLAN

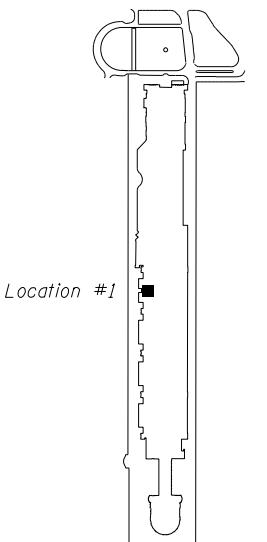
3/12/20 - RFP Issue

S1.1



PROJECT NAME

## NAVY PIER SECURITY ENHANCEMENTS



KEY PLAN :

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CHICAGO, ILLINOIS 60606  
TEL. (312)857-1006 FAX. (312)857-1056

### LOCATION 1 STRUCTURAL BOLLARD DETAILS

3/12/20 - RFP Issue

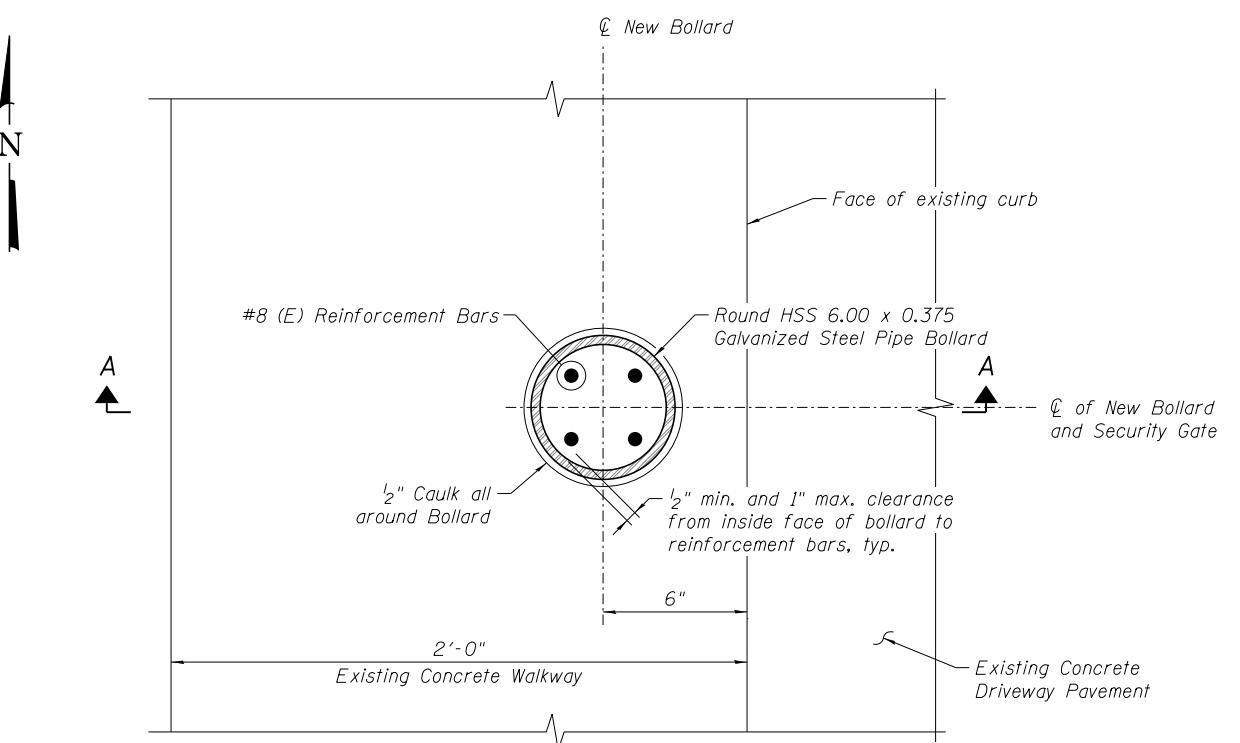
S1.2

SHEET NO. 5 OF 21 SHEETS

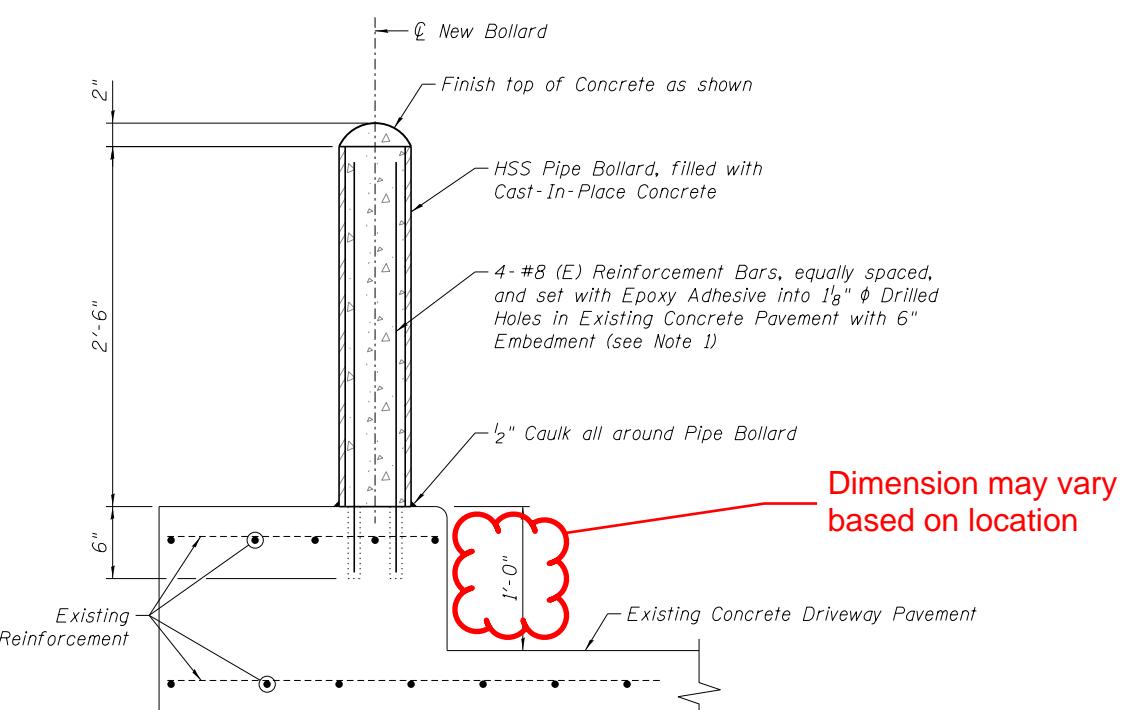
### NOTES:

- Contractor to locate top layer of existing reinforcement bars and adjust location of drilled holes to miss cutting or nicking existing reinforcement.

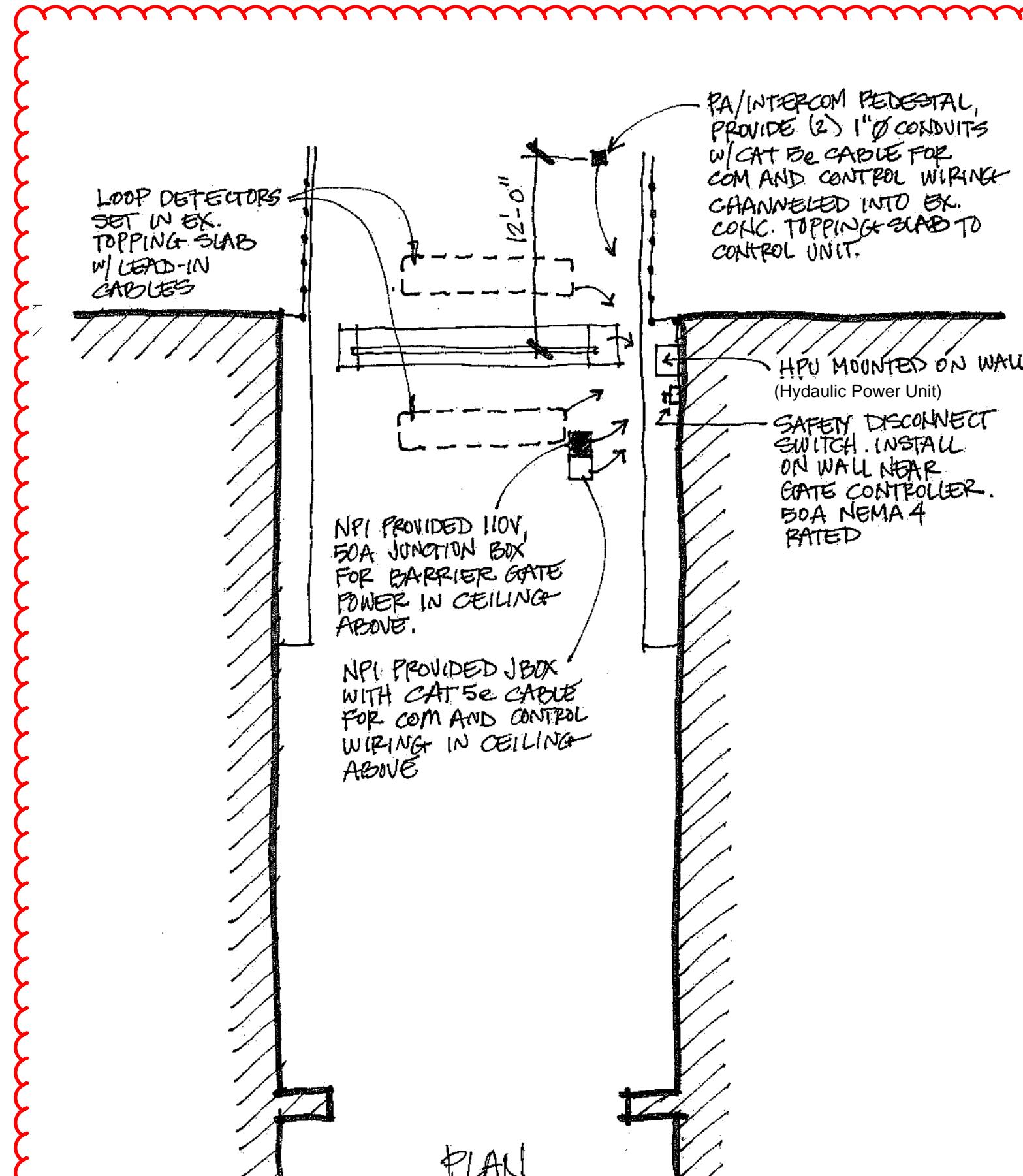
- All proposed dimensions on the plans are related to a specific K4 security gate system, actual proposed dimensions will be determined and approved during the shop drawing review process.



PLAN



SECTION A-A

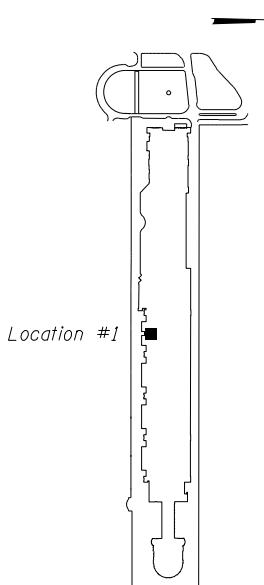
**GENERAL NOTES:**

- The security gate shall be designed to satisfy the requirements of a K4 rating (ASTM M30-P1).
- The gate PA and intercom system shall be Model No. AX-DVF as manufactured by AIPHONE, or approved equal. Mount each unit on a pedestal at the designated location by each gate.
- See G.1.3 for Project Notes.
- All proposed dimensions on the plans are related to a specific K4 security gate system, actual proposed dimensions will be determined and approved during the shop drawing review process.

CLIENT:  
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600 East Grand Avenue, Chicago, IL 60611



PROJECT NAME  
**NAVY PIER SECURITY ENHANCEMENTS**

**ELECTRICAL NOTES:**

- 400A main breaker to be provided by contractor. Contractor shall provide a feed with conduit from overhead door. Navy Pier electricians will provide electrical service drop with conductors near the ceiling in this area. Contractor shall install conduit and conductors from this point to the new gate.
- NPI will provide 1-2 network drops for the gate/intercom in the same area. Contractor will install conduit conductors from this point.
- A disconnect switch will be installed within line of site of gate.
- PA station will be on the east side. **cat 6**
- Location of gate control to be determined.
- Conduits installed underground and attached to structures at this location shall be rigid steel conduits.
- Conduit will be attached to ceiling, then wall and embedded in concrete underground.
- Furnish and Install preformed inductive loop detector cable at this location. Loop detector shall be placed in the ground in the sawed area. The sawed slot shall be clean, dry and have a smooth bottom. Furnish loop wire and lead-in cable from the same manufacturer. Sawcut width and depth shall be as shown on the structural plans and as recommended by the inductive loop manufacturer.
- All loop detector saw cuts to be filled with appropriate/manufacturer's recommended material/caulking up to top of topping slab after loop detector elements are installed. Submit samples and specs to NPI for shop drawing review & approval.

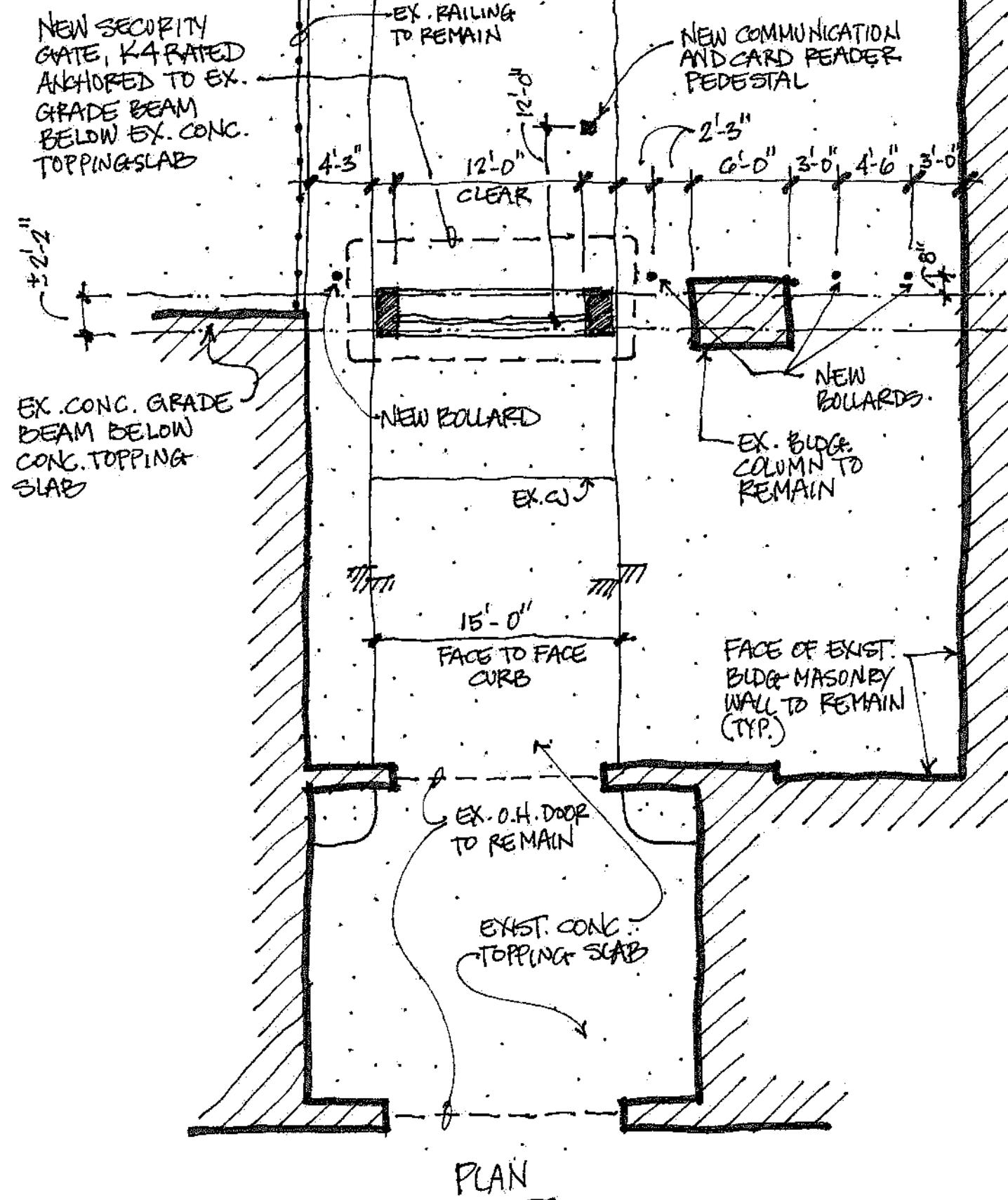
KEY PLAN:  
**DBS**  
DB STERLIN CONSULTANTS, INC.  
123 N. WACKER DRIVE SUITE 2000  
CHICAGO, ILLINOIS 60606  
TEL. (312)857-1006 FAX. (312) 857-1056

**AECOM**  
303 EAST WACKER DRIVE, SUITE 1400  
CHICAGO, IL 60601-5276  
PHONE: (312) 373-7000 FAX: (312) 373-6800

**LOCATION 1 ELECTRICAL PLAN**

3/12/20 - RFP Issue

**E1.1**

LOCATION NOTES:

Work in this location shall consist of the following:

1. Installation of a new vehicular security gate at the driveway through the Navy Pier building connecting the north and south sides of the pier. The work will also include the installation of access, exiting, and monitoring equipment, to be remotely controlled.

~~2. Work also includes removal of existing concrete driveway perimeter and installation of new concrete walkway to facilitate installation of new gate foundations.~~

3. Work also includes the installation of ~~four~~ galvanized steel bollards.

4. See Specifications for additional work and requirements.

5. See Sheet G1.3 for Project Notes.

STRUCTURAL NOTES:

1. New bollards to be installed on existing concrete walkway as shown in plans; maximum spacing to be 4'-6".

2. New security gate to be installed as shown in Plan. The security gate shall be manufactured such that the open gate will clear the existing ceiling; the available space from the top of driveway to the bottom of ceiling slab at the security gate location is 14'-1". Contractor to verify prior to fabrication.

3. The security gate shall be designed to satisfy the requirements of a K4 rating.

~~4. Existing concrete walkway to be removed to facilitate installation of new gate foundations.~~

ELECTRICAL NOTES:

1. See Sheets E2.1 and E2.2 for Electrical Plans and Details.

6. All proposed dimensions on the plans are related to a specific K4 security gate system, actual proposed dimensions will be determined and approved during the shop drawing review process.

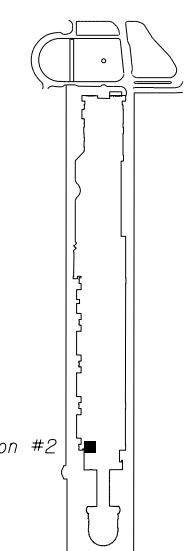
7. Bollard locations and spacing to be determined and approved during the shop drawing review process.

CLIENT:  
**Navy Pier, Inc.**  
600 East Grand Avenue, Chicago, IL 60611



PROJECT NAME

## NAVY PIER SECURITY ENHANCEMENTS



KEY PLAN :

**DBS**  
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## LOCATION 2 STRUCTURAL PLAN

3/12/20 - RFP Issue

S2.1

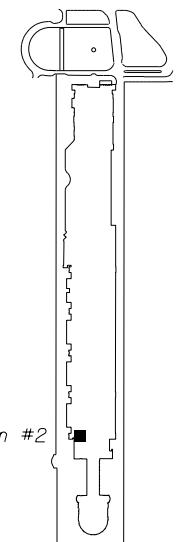
7 of 9

SHEET NO. 9 OF 21 SHEETS



PROJECT NAME

## NAVY PIER SECURITY ENHANCEMENTS



KEY PLAN :

**DBS**  
DB STERLIN CONSULTANTS, INC.  
123 N. WACKER DRIVE SUITE 2000  
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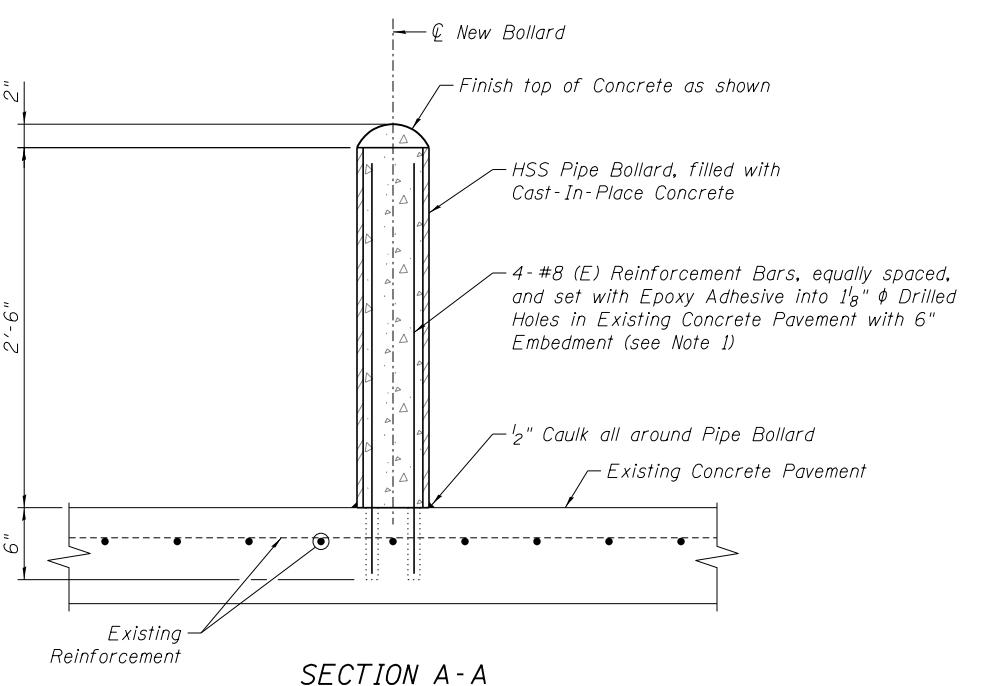
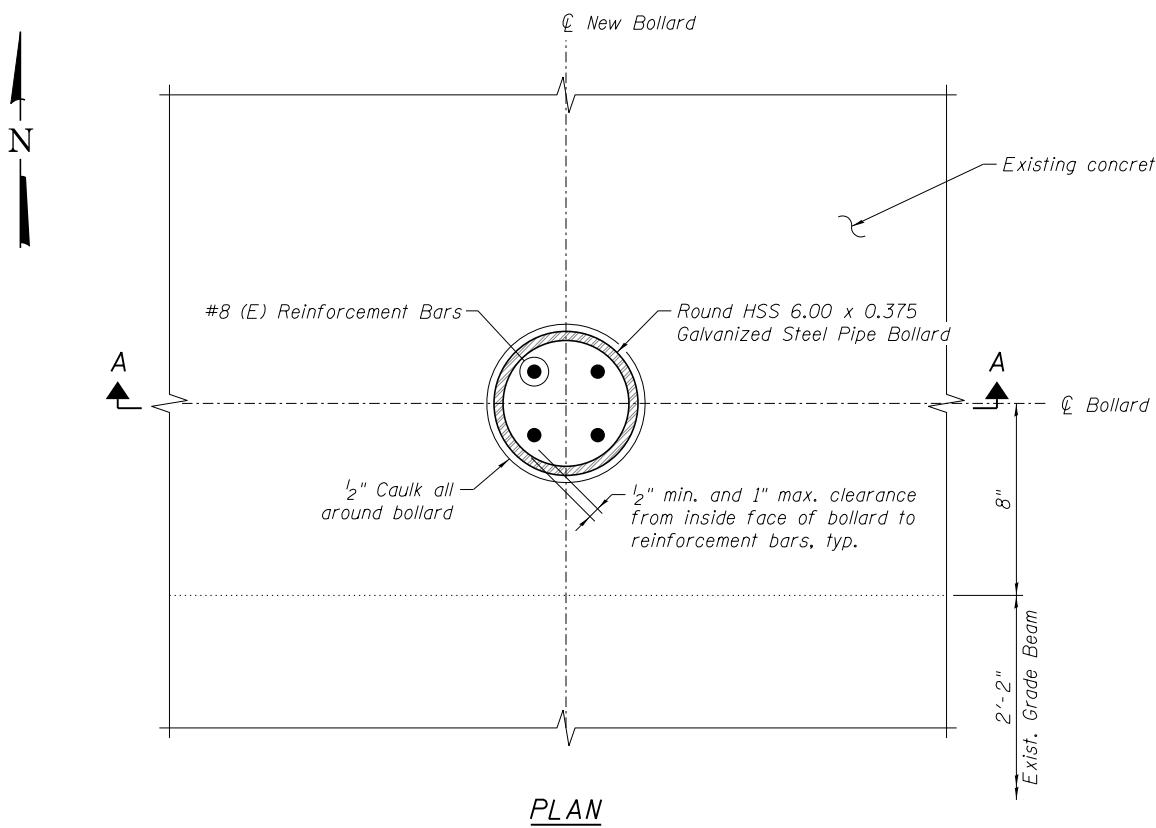
### LOCATION 2 STRUCTURAL BOLLARD DETAILS

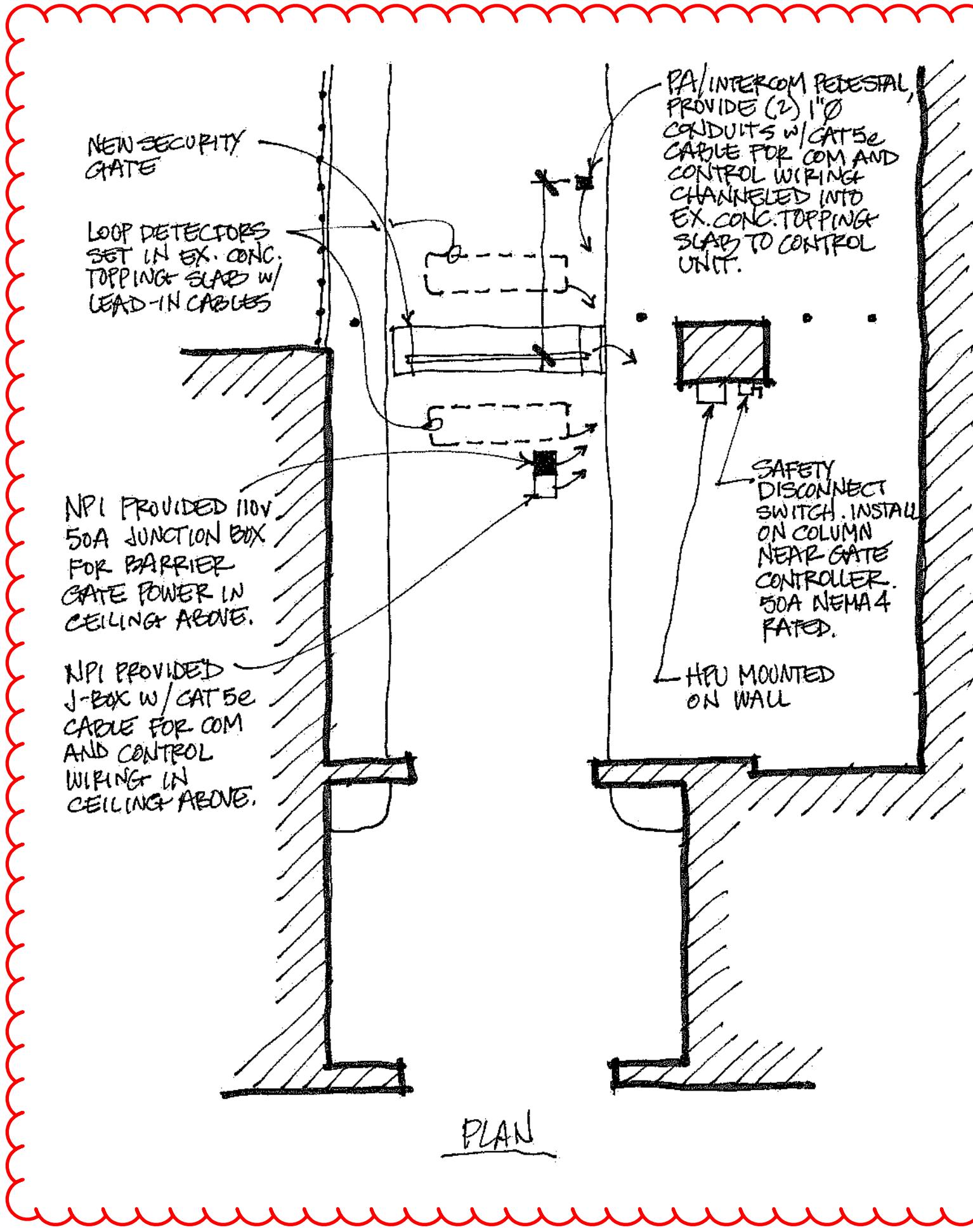
3/12/20 - RFP Issue

S2.2

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SHEET NO. 10 OF 21 SHEETS



**ELECTRICAL NOTES:**

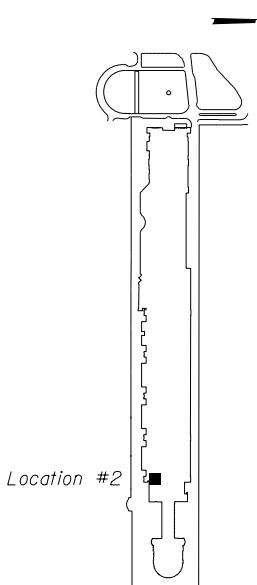
- cat 6
- 208 volts 3-phase will be used at this location. There is currently a feed with conduit from overhead door. Navy Pier electricians will provide electrical service drop with conductors near the ceiling in this area. Contractor shall install conduit and conductors from this point to the new gate.
  - NPI will provide 1-2 ~~4~~ 5 network drops for the gate/intercom in the same area. Contractor will install conduit and conductors from this point.
  - A disconnect switch will be installed within line of site of gate.
  - PA station will be on the west side.
  - Conduit will be embedded rather than saw-cutting the pavement. To be determined.
  - Conduits installed underground and attached to structures at this location shall be rigid steel conduits.
  - Conduit between new ceiling mounted junction box and gate controller will be attached to ceiling, then wall and embedded in concrete underground.
  - Furnish and Install preformed inductive loop detector cable at this location. Loop detector shall be placed in the ground in the sawed area. The sawed slot shall be clean, dry and have a smooth bottom. Furnish loop wire and lead-in cable from the same manufacturer. Sawcut width and depth shall be as shown on the structural plans and as recommended by the inductive loop manufacturer.

9. All loop detector saw cuts to be filled with appropriate/manufacturer's recommended material/caulking up to top of topping slab after loop detector elements are installed. Submit samples and specs to NPI for shop drawing review & approval.

CLIENT:  
**Navy Pier, Inc.**  
600 East Grand Avenue, Chicago, IL 60611



PROJECT NAME

**NAVY PIER SECURITY ENHANCEMENTS****KEY PLAN :**

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**LOCATION 2 ELECTRICAL PLAN**

3/12/20 - RFP Issue

E2.1

9 of 9

SHEET NO. 12 OF 21 SHEETS



***Pedestrian Security Enhancements***

***Navy Pier Chicago***

***EXHIBIT 2***

## **Detail Specifications, Standards, and Details**

# **NAVY PIER SECURITY ENHANCEMENTS**



## **FINAL SUBMITTAL**

**Prepared by:**

**DB STERLIN CONSULTANTS, INC.**  
123 N. Wacker Drive  
Suite 2000  
Chicago, Illinois 60606

**and**

**AECOM Technical Services, Inc.**  
303 E. Wacker Drive  
Suite 1400  
Chicago, Illinois 60601

**Modified by:**

**NAVY PIER INC.**  
**600 East Grand Avenue**  
**Chicago, IL 60606**

**Dated:**

**March 12, 2020**

## DETAIL SPECIFICATIONS

### NAVY PIER SECURITY ENHANCEMENTS AT NAVY PIER IN CHICAGO, ILLINOIS

## STANDARD SPECIFICATIONS

The following Detail Specifications supplement the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction," adopted January 1, 2016 (hereafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual of Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bid; the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; the City of Chicago Department of Transportation Regulations for Openings, Construction and Repair in the Public Way (including Appendix B – ADA Standards) in effect on date of invitation for bids; and the City of Chicago Street Restoration Requirements in effect on date of invitation for bids. The latter two (2) documents are available on the City of Chicago Department of Transportation's web site. In case of conflict with any part or parts of said specifications, these Detail Specifications will take precedence and will govern.

Unless otherwise specified, the Description, General Requirements, Method of Measurement, Basis of Payment, and all materials, construction means and methods, and other contract requirements shall be in accordance with the appropriate Sections of the Standard Specifications.

Any references in these Detail Specifications to "the Engineer" will be read "the Vice President of Design + Construction of Navy Pier, Inc.", and any reference to the "Department" will be read "Navy Pier, Inc." (NPI).

Electrical installations shall comply with all local codes and with the regulations of the latest National Electrical Code.

The following specifications from the City of Chicago are applicable: The Bureau of Electricity (CDOT Division of Electrical Operations) Standard Specifications.

These Detail Specifications and the referenced standard specifications will govern the construction of the **Navy Pier Security Enhancements**.

## GENERAL REQUIREMENTS

The requirements for the Work shown in the Plans and itemized in these specifications shall also be governed by the notes on Plan Sheet G1.3.

The Contractor shall visit the site prior to bidding the project to verify existing site conditions and all dimensions indicated in the Plans.

**General.** This item consists of furnishing all equipment, materials, tools, labor, hardware, and incidentals necessary for furnishing and erecting security enhancements at Location 1 and Location 2 of Navy Pier as shown on the Plans and as specified herein. The work must also be performed according to the applicable portions of the Standard Specifications, the requirements of the City of Chicago Department of Transportation, and with the regulations of the latest National Electrical Code.

All work items and installations shall be completely finished, fully tested and ready for reliable and consistent operation. Furnish, deliver, and install any apparatus, appliance, materials, or work not shown on the Plans but mentioned in the Special Provisions or vice versa, or any incidental accessories necessary to make the work complete in all respects and ready for operation without additional expense to the contract.

**Description.** This work shall consist of the following tasks:

1. Furnishing and erecting one K4 of equivalent crash rated vehicular security gate system and associated bollards at the driveway between the north and south sides of Navy Pier at the location shown on the Plans. Security gate shall be a complete system that includes all hardware, installation, programming, coordination and testing.
2. Work associated with each security barrier gate includes the following:
  - a. Conduit, junction boxes, handholes and wiring required for installation of all barrier gates, cabinets, lighting, loop detectors, CCTV, PA/intercom systems, access card reader, and auxiliary equipment that require electrical connections.
  - b. Disconnect switches.
  - c. Electrical controls, equipment and programming to operate the security gate as described in this special provision.
  - d. Security gate with controllers and anchorage as specified below or noted on the drawings.
3. Furnishing and erecting fixed bollard(s) on the walkway adjacent to the driveway between the north and south sides of Navy Pier at the location shown on the Plans.
4. Drilling holes in the existing concrete walkway pavement for installation of epoxy grouted reinforcement bars for attachment of the bollard and or the barrier to the walkway pavement.
5. Installation of electrical power, communications, electrical exiting loop, and all miscellaneous electrical work as detailed in this section.
6. Repair and restoration of adjacent driveway and/or sidewalk pavement or any other items altered or damaged during construction of the security enhancement items detailed above.

## **Materials.**

### K4 Security Gate System:

1. The K4 vehicular security gate system shall include barrier section(s), hydraulic power system, motor controller with built in Programmable Logic Controller (PLC), and safety devices to provide a fully operational barrier system. Overall minimum clear width of barrier arm as shown on the Plans.
2. Design and materials shall be identical to those used in the crash tests of TCRB-4 as approved by the US Department of State (DOS).
3. Vehicle Barrier System Manufacturers;

- a. Delta Scientific Corp, 40355 Delta Lane, Palmdale, CA 93551, 1-661-575-1100,
- b. Barrier1 Systems Inc., 8015 Thorndike Road, Greensboro, NC 27409, 336-617-8478,
- c. HySecurity, 6705 S 209th St #101, Kent, WA 98032, (253) 867-3700,
- d. **or approved equal.**
- 4. Vehicle Barrier;
  - a. The complete gate assembly shall consist of a horizontal, vertically raised and lowered beam by means of a hydraulic operating system. This unit shall be designed using the latest technology in parts and assembly.
- 5. Mechanical Components;
  - a. All structural sections of the system are manufactured of steel components and welded steel elements.
- 6. Mechanical Components;
  - a. Barrier operation: power for each gate shall be 110-120VAC 50/60Hz, or as directed by Navy Pier Engineering, Construction and Electrical Maintenance personnel.
  - b. Power is by means of a battery powered precision hydraulic power unit. The hydraulic power unit shall be powered by a high energy, deep discharge battery. The controls will be operated through a programmable controller capable of providing the operation of the gate and accessories as ordered. Unit will be self-contained in a weather proof electrical box remote mounted per the plans. The ydraulic power unit shall have a built-in battery charger, operating on local power, sized to operate the barrier 400 complete up/down cycles in a 24 hour period.
  - c. The control box will be provided with necessary environmental controls to eliminate the possibility of condensation build up and maintain an operating temperature required for the correction operation of components.
  - d. All field terminal connections will be clearly marked and onto dedicated terminal strips.
  - e. Each gate will have limits to control the stop points of the gate and detect an obstruction

Fixed Bollard(s):

- 1. The bollard shall be round HSS6.00x0.375 ASTM A500 Grade B hot dip galvanized carbon steel pipe, with a minimum yield stress, fy = 42,000 psi.
- 2. The bollard height from top of bollard to top of finished grade shall be 30-inches. The bollards shall not be illuminated.
- 3. The bollard shall be filled with steel reinforced concrete. The concrete exposed at the top of the bollard shall be finished as shown on the Plans.
- 4. The bollard shall not be supplied with a sleeve.

Concrete:

- 1. All concrete, cement, aggregate, admixtures, and reinforcing steel to be in accordance with the Standard Specifications.
- 2. The concrete mix shall have an air entrainment range between 4½ and 7½ % prior to placement in accordance with ASTM Specification C-260, typical.
- 3. Concrete for the fixed bollard post shall have a minimum 28-day unconfined compressive stress, f'c = 4,000 psi.

Anchoring System:

1. Connection of the PA intercom pedestal, the bollard(s) and the barrier to the existing concrete pavement shall use the Hilti HIT-RE 500 Epoxy Anchoring System as manufactured by Hilti, Inc., P.O. Box 21148, Tulsa, OK 74121, (800) 879-8000, **or approved equal.**
2. The bollard shall be anchored into the pavement with 4-#8 (E) epoxy coated reinforcement bars as shown on the plans. The bars shall be ASTM A-615, Grade 60 and shall conform to the Standard Specifications.
3. The adhesive shall be a 2-part epoxy system as specified and supplied by the manufacturer as part of the connection system.

Electrical Work:

1. Provide all new materials that conform to the standards of the Underwriters Laboratories, Inc., in every case where such a standard has been established for the particular type of materials in question.

Disconnect Switches:

Furnish and install heavy-duty disconnect switches having electrical characteristics, ratings, and modifications shown on the drawings. Furnish and install fuses for fused disconnect switches. Provide fuses and switches conforming to the following:

- a. UL 248-1-Low Voltage Fuses- Part 1: General Requirements
- b. UL 248-12- Low Voltage Fuses- Part 12: Class R Fuses.
- c. FS W-F-870 - Fuse Holders and Fuse Clips (For Plug and Enclosed Cartridge Fuses).
- d. FS W-S-865 - Switch, Box, (Enclosed), Surface-Mounted.
- e. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600V).

Provide the following:

- a. NEMA Type 4 units for Location 1.
- b. Metal front cover mounted factory nameplates that contain a permanent record of switch type, catalog number, and HP rating.
- c. Pad-lockable handles with easily recognizable positions are required.
- d. Switches that include visible blades, reinforced fuse clips, and non-teasible positive quick make-quick break mechanisms.
- e. Switch assemblies and operating handles that are an integral part of the enclosure base.
- f. Switches that are HP rated and meet Federal and NEMA Specifications.
- g. Switches that have defeatable door interlocks that prevent the door from opening when the operating handle is in the ON position.
- h. Heavy duty switches with line terminal shields.

Loop Detectors:

1. Furnish and install a saw cut style preformed Induction Loops with continuous wire through loop turns and lean in, for installation in a 1-inch deep cut. Loop shall be similar to the National Loop Company preformed detection loop.
2. Furnish, install and test a loop detector compatible with the loop and the traffic gate. Install the detector inside the gate controller housing and wire to the gate PLC in order to provide automatic gate operation for exiting vehicles.

Security Entrance Station:

1. Furnish and install a color video door station as manufactured by AIPHONE **or approved equal**. The unit shall be model AX-DVF series that include a CCTV, microphone, speaker and call button. The unit shall communicate to Navy Pier security network. Furnish and install a card reader that will tie to the existing NPI system. The station and card reader shall be mounted on painted galvanized steel pole and box as shown on plans.
2. The units shall communicate to the Navy Pier security system network. Navy Pier will program the network interface. Coordinate commands from the system with the gate manufacturer for opening and closing the gate.

**Fabrication.**

1. The K4 security gate system shall be manufactured as a complete system that has been fabricated and tested for proper operation at the factory.
2. The security gate system shall be manufactured to assure normal and unrestricted operation in an existing space with an available vertical clearance of 14-feet, 2-inches (14'-2"),
  - a. while maintaining a **sixteen-feet (16'-0")** horizontal design clearance at **Location 1** and
  - b. **twelve-feet (12'-0")** horizontal clearance at **Location 2** for emergency vehicular access per the requirement of the City of Chicago. The Contractor shall verify the available vertical clearance prior to fabrication of the security gate system.
3. Finish: All external surfaces of the barrier, ramps, support mechanism and transporter shall have a rust inhibiting industrial enamel surface.
4. The bollard(s) shall be shop painted with a powder coat. Color shall be a high-gloss black as approved by Navy Pier, Inc.

**Submittals.** The Contractor must submit the following items to the Engineer for approval prior to the fabrication of the security gate system, including, but not limited to:

1. Shop drawings of the security gate system.
2. Indicate pertinent dimensions, general construction, component connections and location, anchorage methods and location, hardware, and installation details.
3. Submit to the Engineer for approval, prior to purchase of any electrical materials or equipment required to be furnished and installed, a complete list of all such materials and equipment including manufacturer's catalog (part and/or model) numbers, catalog data sheets, illustrations, and shop drawings.
4. Paint samples for finish coat of the painted bollard.

**Quality Assurance.**

1. The Contractor must retain a reputable and qualified manufacturer with adequate production capacity that has demonstrated ability in the manufacture of security gate system.
2. Substitution of any components or modification of systems will be made only when approved by the Engineer.
3. Warranty for the security gate system shall be three (3) years from date of installation on manufactured components and workmanship. Accessories are covered by their manufacturer's warranty.
4. Any components of the security gate system, which in the opinion of the Engineer, becomes damaged as to be unfit for use, will be promptly removed from work site, and the Contractor will receive no compensation for the damaged material or its removal and replacement.
5. The K4 crash tested vehicle barrier system has been tested to the requirements of ASTM Standard F-2656-07, standard test method for Vehicular Crash Testing of Perimeter Barriers **or approved equal**.
6. Manufacturer shall test each operator at factory to assure smooth, quiet operation.
7. Manufacturer shall test all control inputs to ensure proper function.
8. The crash tested vehicle barrier system shall be installed per manufacturer's specifications and designs.
9. The supplied K4 vehicle barrier system must have successfully passed an actual crash test and is certified to perform as described in above. A copy of the letter of compliance from the testing agency shall be provided upon request.
10. Manufacturer shall be a company specializing in the supply of security vehicle barriers.

**Delivery, Storage and Handling.**

1. Deliver bollard and security gate materials to job site in manufacturer's packaging undamaged, compete with installation instructions.
2. Store off ground, under cover, protected from weather and construction activities.

**Construction Requirements.**

1. The contract documents are diagrammatic in showing certain physical relationships which must be arranged within the electrical work, and which must interface with other work including utilities, structural and civil site work. Coordinate electrical work with the work of other trades to eliminate conflicts.
2. Schedule and arrange work in a neat, well organized manner.
3. Demolition and removal of existing walkway pavement, utilities, or any other existing element that is not indicated as such in the Plans and that the Contractor deems necessary to be removed in order to facilitate construction of the work, shall be included in the total lump sum cost for this location; no additional compensation to the Contractor will be considered. Likewise, replacement of the removed elements shall be replaced in-kind to the original line and grade of the respective element at the Contractor's cost; no additional compensation to the Contractor will be considered.
4. The bollard at this location requires four epoxy coated reinforcement bars to be drilled and epoxy grouted into the existing sidewalk pavement. The holes shall be 1 1/8-inch

- diameter and provide for 6-inches of embedment. The holes shall be set to the dimensions shown on the Plans and be square with the adjacent back of curb. The Contractor shall locate the top layer of existing steel reinforcement bars and adjust the location of the drilled holes to miss cutting or nicking the existing reinforcement. The maximum adjustment shall be 1-inch north or south and 1-inch east or west.
5. The bollards shall be set plumb.
  6. The Contractor shall restore any adjacent pavement that has been damaged during construction operations to the original pavement condition, lines, and grade without additional compensation.
  7. Locate operating and control equipment to provide easy access and arrange entire electrical work with adequate access for operation and maintenance, as per the latest NEC requirements.
  8. Installation of Security Gate System;
    - a. Install equipment of this section in strict accordance with the manufacturer's printed instructions. Installation must comply with the requirements shown on the structural plans and details.
    - b. Set units level and plumb and in line with adjacent structures or roadway. Anchor securely into place.
    - c. Use installers with experience in the installation of vehicle barriers.
  9. The PA intercom support pole at this location requires four (4) galvanized or stainless steel anchor rods, washers, and nuts for connection of the base plate to the existing driveway pavement. The size of the connectors shall be 1/2-inch with 6-inches of embedment. Holes drilled into the existing pavement shall be 9/16-inch diameter or as recommended by the fastening system manufacturer. The location of the support pole shall be as directed by the Engineer.
  10. Security Gate System Acceptance & Validation;
    - a. Test each system function.
    - b. Contractor should adjust beam arm, hardware and sensors for smooth operation and proper performance.
  11. Security Gate System Operation;
    - a. Develop the gate controls system to operate each gate as described below. Coordinate the controls, sequences and interfaces with Navy Pier. Navy Pier will program the controls and interfaces at their security office. The contractor will develop the controls and interfaces at the gate to raise and lower the gate based on the following requirements.
      - b. When a vehicle approaches the gate, and depresses the intercom pushbutton, the security office will communicate audibly with the vehicle. The camera on the PA station will provide video feedback to the security office. If the security office determines this vehicle can enter, he will initiate a command to raise the gate.
      - c. When a vehicle approaches the gate and uses an approved card with the card reader, the gate will activate.
      - d. After the vehicle clears the detector loop, the traffic gate shall close automatically without the security office having to initiate the closure.
      - e. When a vehicle is leaving the secure area, the vehicle will drive over the detection loop. This will initiate the gate to automatically open. After a predetermined period after the loop sensor no longer detects a vehicle, the gate will close.
      - f. The gate will stop and reverse if it detects an obstruction during closing.
  12. The existing sidewalk, concrete pavements, or other structures adjacent to excavations shall be supported during construction activities to ensure that these elements do not

settle or shift. The Contractor shall replace any elements that have settled and/or shifted to the original conditions without additional compensation.

**Method of Measurement.** This work will not be measured for payment, but is included in the Lump Sum work at Location 1 and Location 2.

**Basis of Payment.** This work will be paid for at the contract Lump Sum price for LOCATION 1 and LOCATION 2 SECURITY ENHANCEMENTS. The breakdown of the lump sum by scope may be used to eliminate scope from this contact and perform it with NPI Trades.



*Pedestrian Security Enhancements*

*Navy Pier Chicago*

**EXHIBIT 3**

## EXHIBIT 3

### INSURANCE REQUIREMENTS

1. The Contractor must procure and maintain, at its own expense, for as long as the contract is in effect, the insurance coverages set forth below, in amounts specified by Navy Pier's Director of Risk Management and must provide NPI with certificates evidencing such coverage prior to performing any of the licensed services:

- a. **Commercial General Liability**

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products Liability/Completed	
Oper. Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit. The general liability coverage must also include additional insured wording equivalent to CG 2010(11/85).

- b. **Workers' Compensation and Employer's Liability**

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Per Employee - Disease	\$1,000,000
Annual Aggregate - Disease	\$1,000,000

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against NPI and MPEA.

- c. **Automobile Liability**

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage	
Combined - Combined Single Limits	\$1,000,000
Uninsured/Underinsured Motorist -	
Occurrence	\$1,000,000

This Policy must provide coverage for all owned, non-owned, and hired autos.

- d. **Umbrella Coverage**

<u>Coverage</u>	<u>Limit</u>
Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage.

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this contract, or otherwise. All amounts owed by Contractor to NPI and MPEA as a result of the liability provisions of the Contractor shall be paid on demand.
4. None of the requirements contained herein as to types and limits or NPI and MPEA approval of insurance, coverage to be maintained by the Contractor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under the Agreement, for the term of this Agreement and any other agreement with NPI and MPEA or otherwise provided by law.
5. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by NPI and MPEA shall apply in excess of and not contribute with insurance provided by them under the Agreement.
6. All policies should be written on an occurrence basis.
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. NPI and MPEA, their facilities, agents, officers, board members and employees must be named as additional insureds on the general liability, auto liability and umbrella liability policies.
9. Contractor agrees to require its subcontractors to comply with the insurance provisions required of Contractor pursuant to this Agreement unless Contractor, NPI and MPEA mutually agree to modify these requirements for subcontractors whose work is of relatively small scope. Contractor agrees that it will contractually obligate its subcontractors to promptly advise Contractor of any changes or lapses of the requisite insurance coverage and Contractor agrees to promptly advise NPI and MPEA of any such notices Contractor receives from its subcontractors. Contractor agrees that it will contractually obligate its subcontractors to indemnify and hold harmless NPI and MPEA to the same extent that Contractor is required to do so as provided in this Agreement. Contractor assumes all responsibility for monitoring subcontractor's contracts and

insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services.

10. All coverage must contain a Waiver of Subrogation in favor of NPI and MPEA.
11. If policies are canceled for any reason, thirty (30) day notice is required to be given to the Risk Management Department.
12. Failure to obtain and maintain required insurance shall constitute a breach of the Agreement and the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to NPI and MPEA from such breach, unless a written waiver of the specific insurance requirement is provided to the Contractor by NPI and MPEA.



*Pedestrian Security Enhancements*

*Navy Pier Chicago*

***EXHIBIT 4***

**Verify that all of your Illinois Sales Tax Exemption Certificate information is correct**

- / If not, contact us immediately.
- / **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.





***Pedestrian Security Enhancements***

***Navy Pier Chicago***

***EXHIBIT 5***

**PROJECT LABOR AGREEMENT  
for  
NAVY PIER and McCORMICK PLACE**

This Agreement is entered into by and between the Metropolitan Pier and Exposition Authority, an Illinois governmental entity (hereinafter "Authority"), and each of the Unions signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the expansion of the McCormick Place Complex facilities, the parties to this Agreement have determined that it is in the public interest to have this Project and related Projects ("Projects") completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the Projects.

The parties have determined that it is desirable to eliminate the potential for friction on and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers and visitors to Chicago.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties hereto agree, as follows:

1. During the term of this Agreement, the Authority shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, alteration, painting, repair, or other work to be done at the site of the Projects to any person, firm, company or entity that does not have, or does not agree to be

bound by, and operate under, a current collective bargaining agreement with a Union affiliated with the AFL-CIO Building and Construction Trades Department, or, as appropriate, the Teamsters Joint Council No. 25 or its affiliates, or, as appropriate, the Chicago and Northeast Illinois District Council of Carpenters and Joiners of America, which Union has jurisdiction over the particular work in question. Copies of all such current agreements constitute Appendix A to this Agreement, attached hereto and as may be modified from time-to-time and made a part hereof. The provisions of this Agreement shall apply to the parties and their affiliates, as well as to all contractors and subcontractors, irrespective of tier level, performing work on, or for, Projects of the Authority and any tenant of the Authority.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be executed before work begins and shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.

3. Deliveries to the Project site or sites of construction materials shall be made by employees covered by collective bargaining agreements providing for the payment of the prevailing wage or subject to the applicable state or federal laws providing for the payment of the prevailing wage.

4. During the term of this Agreement, the Authority and its contractors or subcontractors shall engage in no lockout at the situs of the Projects.

5. During the term of this Agreement, no Union or any of its members, officers, stewards, agents or representatives, nor any employee, shall instigate, authorize, support,

sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the Projects' premises for any reason whatsoever, including, but not limited to, a dispute between the Authority or any contractor or subcontractor and any Union or any employee, or by and between any Union, or in sympathy with any Union or employee or with any other individual or group.

6. Each Union agrees that it will use its best efforts to prevent any of the acts forbidden in Section 5 and that in the event any such acts take place or are engaged in by any employee or group of employees, each Union further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.

7. The Authority shall have the right to deny access to the premises and any contractor or subcontractor shall have the right to discharge or discipline any employee (and such discipline need not be uniform) who violates the provisions of Section 5. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance-arbitration procedure of the applicable collective bargaining contract only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.

8. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement and any form of self-help remedy is expressly forbidden.

9. In the event any contract dispute (excluding a dispute covered by Paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of this Agreement, and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Project upon proper notice to the Union, contractor, or subcontractor.

10. In addition to the obligations set forth in this Agreement, in the event any jurisdictional dispute arises between any affiliated unions or between Chicago and Cook County Building and Construction Trades Council, the AFL-CIO Building and Construction Trades Department, Teamsters Joint Council No. 25, or Chicago and Northeast Illinois District Council of Carpenters and Joiners of America, the parties shall notify the individual designated in Paragraph 11 of the existence of a problem and use their best efforts to resolve said jurisdictional dispute in an expeditious manner. In the event no resolution is achieved within forty-eight (48) hours, the parties shall select, by availability, one of the five agreed-upon arbitrators set out in Appendix "B" to hear and determine the dispute within forty-eight (48) hours. The arbitrator's decision shall be in writing and shall be limited to the particular dispute presented. In reaching his decision, the arbitrator shall consider, where appropriate, the following factors: (1) certifications and collective bargaining agreements; (2) agreements between the unions; (3) company preference and past practice; (4) area and industry practice; (5) relative skills and safety; (6) economy and efficiency of operations; and (7) prior

jurisdictional dispute determinations. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. During the pendency of the jurisdictional dispute resolution and thereafter, the provisions of Paragraphs 4 and 5 set forth above shall be strictly enforced and the progress of the work will continue.

11. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems.

12. This Agreement shall be incorporated into, and become a part of, the collective bargaining agreement between any contractor or subcontractor and each Union signatory. In the event of inconsistency between this Agreement and any such collective bargaining contract, the terms of this Agreement shall supercede and prevail.

13. This constitutes the entire agreement between the parties hereto and may not be changed or modified except by the subsequent written agreement of the parties.

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this 27<sup>th</sup> day of June, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: A. T. INB CCO.

Signatory Labor Organizations

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Frank J. Fifty  
In: Representative

Chicago District Council  
of Carpenters

1850043

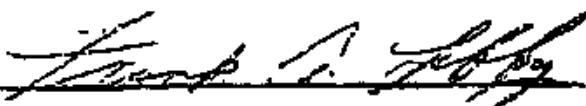
SIDE LETTER

In consideration for the Chicago & Northeast Illinois District Council of Carpenters ("Union") agreement to become signatory to the MPBA Project Labor Agreement, MPEA, agrees to use its best efforts, consistent with the competitive procurement requirements of the MPEA Act 70 ILCS 210 et seq., to insure that all customized architectural millwork to be installed at the site of construction will be fabricated by companies that are signatory to, or who agree to become signatory to, an agreement with an Illinois affiliate of the United Brotherhood of Carpenters and Joiners of America, including the Chicago & Northeast Illinois District Council of Carpenters.

Metropolitan Pier & Exposition Authority



Chicago & Northeast Illinois District Council of Carpenters



Dated: May 30, 2002

JUN-12-2002 10:12  
JUN-12-2002 10:39

FROM : FRED SCHREIER MM 136

FRANCZEK SULLIVAN P C  
MPER

PHONE NO. : 1 708 639 8476

3129869672 P.02  
312 7916543 P.02/0  
Jun. 09 2002 01:24PM P

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Fred Schreier  
Ils: PACIFIC RIGGERS LOCAL 136

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By John Pflueger  
INTERSTATE DISTRICT COUNCIL

1057043

MAY-03-2002 16:28  
05/03/2002 15:27 FAX 312 263 1520

FRANCZEK SULLIVAN P.C.  
ASHER C.G & D., Ltd.

3129869672 P.00  
003

May-01-02 03:18P Marion  
Chicago Blog Trades Cnct FAX:312-372-7342

Apr 26 '02 10:19 P.07

P.01

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

PROJECT FITTERS LOCAL 281 U.A.

By: James M. Adams  
Int: Business Manager

MAY-03-2002 16:28 FRANCZEK SULLIVAN P C 3129869672 P.BX  
05/03/2002 16:27 FAX 312 263 1520 ASHER G G & D, Ltd. Q004

MAY-03-02 11:08 FROM:GLAZIERS LOCAL 708-485-3824 TO:312 372 7342 PAGE:001/1

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Tony J. Amato  
In: 1305. REP.  
Date: May 2002 d. u. 07

MAY-03-2002 16:28  
05/03/2002 15:27 PAI 312 283 1620

FRANCZEK SULLIVAN P C

ASHER G G & D, Ltd.

3129869672

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it By: IRON WORKERS #1;

Chicago Bldg Trades Cncl Fax:312-372-7342

7044065691

May-2-02 8:04:

Apr 26 '02 10:01

F.W.

Page 7/7

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Robert R. Boskovich President/SM  
for: Iron Workers Local Union #1

1079482

MAY-03-2002 16:28  
05/03/2002 15:27 FAX 312 263 1520

FRANCZEK SULLIVAN P C  
ASHER G G & D, Ltd.

3129869672 P.O.  
005

LOCAL 62

9122488240

05/03/02 16:29am P. 002

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16. This Agreement shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Rillian May  
Loc: \_\_\_\_\_  
POINTERS, CLEANERS & MAINTENANCE WORKERS  
1010 BLOOR STREET WEST  
TORONTO, ONTARIO M5S 1E6  
CANADA

100042

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, and shall remain in effect for the duration of the Project. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Frank O'Love #67  
Its: Frank W. O'Love

362304.2

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Joseph Buchanan  
To: Pipefitters Local Union 597

100-0000002

6

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Michael Fitzgerald  
In: BUSWAGS Manager / General Secretary

14. All parties represent that they have the full legal authority to enter into this Agreement.

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16. This Agreement shall become effective on this 25 day of April, 2002, and shall remain in effect for the duration of the Project. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Mary J. Thivierge  
Title: \_\_\_\_\_

13. This constitutes the entire agreement between the parties hereto and may not be changed or modified except by the subsequent written agreement of the parties.

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: John Gilham  
In: BUS. AGG./SAC. TREASURER  
Boilermakers Local 1

100000

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

16. This Agreement shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, and shall remain in effect for the duration of the Projects. The Union signatories are listed on Appendix C.

Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations:

By: Stanley Karygnachi  
In: President

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15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Terry Lynch Heat and Frost Insulators Local 17  
Iu: Business Manager

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

*INTERSTATE UNION  
DEPARTMENT OF LABOR  
WORCESTER, MA 01654*

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: *Arthur L. Lewis Jr.*  
Ita: *BUS. REP.*

10000000000

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Robert J. Weiselhoff  
It's: \_\_\_\_\_

CEMENT-BASONS UNION LOCAL 802  
730 S. 25th AVE.  
BELLWOOD, IL 60104  
ROBERT J. WEISELHOFF JR. Secretary-Treasurer

105942

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

By:  
Title:

Signatory Labor Organizations

By: Theresa Faul  
Title: A 602

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Yane Hukman  
Its: Facilities Manager  
Middle Harbor Local 663P

14. All parties represent that they have the full legal authority to enter into this Agreement.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: John J. Hayes  
Irs: U.P. Local 1006

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: George C. Hanner  
Its: Business Manager

185904.3

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Pfasterers Local #5  
Its: United Union Pfasterers

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: Frank M. O'Brien - BUSINESS MANAGER  
For: CHICAGO JOURNEymEN PLUMBERS' LU 130

185706.2

14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portion of this Agreement enforceable. This Agreement as thus amended shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

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Metropolitan Pier and Exposition Authority

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signatory Labor Organizations

By: William Holdman  
Its: President

1279042

**FRANCZEK SULLIVAN P.C.**  
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.  
312-786-6110  
[jcf@franczek.com](mailto:jcf@franczek.com)

**Exhibit B**

300 SOUTH WACKER DRIVE  
SUITE 3400  
CHICAGO, ILLINOIS 60606  
PHONE 312-986-0300  
FAX 312-986-9192  
<http://www.franczek.com>

June 25, 2002

**Mr. Marvin Gittler**  
Asher, Gittler, Greenfield & D'Alba, Ltd.  
200 West Jackson Boulevard - Suite 1900  
Chicago, IL 60606

**Re: MPEA Project Labor Agreement**

Dear Marv:

This letter will confirm that each of the following arbitrators have agreed to act as required in Paragraph 10 of the Project Labor Agreement, if and as called upon. For your convenience, I have added their current address and telephone numbers:

Steven M. Bierig  
Arbitrator  
P.O. Box 438  
Highland Park, IL 60035  
847-236-1003

Robert W. McAllister  
Arbitrator  
No. 13, The Landmark  
Northfield, IL 60093  
847-441-7727

Robert Perkovich, Esq.  
Arbitrator  
P.O. Box 146759  
Chicago, IL 60614-6759  
312-733-1678

**FRANCZEK SULLIVAN P.C.**  
ATTORNEYS AT LAW

Mr. Marvin Gittler  
June 25, 2002  
Page 2

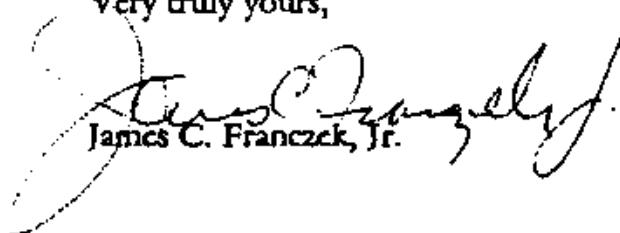
Thomas F. Gibbons  
c/o DePaul Center for Dispute Resolution  
25 East Jackson Boulevard - Suite 1600  
Chicago, IL 60604  
312-362-6316

Byron Yaffe  
Arbitrator  
5000 North Marine Drive - No. 14A  
Chicago, IL 60640  
773-561-4470

This letter will further confirm that, by mutual written agreement, the parties may remove any designated arbitrator and substitute other arbitrators who may agree to assume the responsibility defined in Paragraph 10.

Please indicate your acknowledgement in the spaced provided below.

Very truly yours,

  
James C. Franczek, Jr.

JCF:mp

AGREED:

---

Marvin Gittler

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

**Chicago & Cook County Building & Construction Trades Council**  
150 North Wacker Drive - Suite 1850  
Chicago, Illinois 60606  
312/372-2049

**Bricklayers Local 21**  
1950 West 43rd Street, Chicago 60609.....773/650-1841

**Boilermakers Local 1**  
2941 Archer Avenue, Chicago 60608.....773/247-5225

~~Cement Finishers Local 502~~ 7  
739 25th Avenue, Bellwood 60104.....708/544-9100

**Ceramic Tile Layers Local 67**  
6425 South Central, Chicago 60638.....773/884-6500

**Electrical Workers Local 134**  
600 West Washington, Chicago 60661.....312/454-1340

**Glaziers Local 27**  
9223 West Ogden Avenue, Brookfield 60513.....708/485-3014

**Heat & Frost Insulators Local 17**  
3850 South Racine, Chicago 60609.....773/247-8184

**Iron Workers District Council**  
1108 First Street, LaSalle 61301.....815/224-1099

**Iron Workers Local 1 (Structural)**  
7720 West Industrial Drive, Forest Park 60130.....708/366-6695

**Iron Workers Local 136 (Machinery Movers)**  
8114 West Grand Avenue, River Grove 60171.....708/453-9300

~~Machinists Local 126~~  
120 East Ogden Avenue #18A, Hinsdale 60521.....630/655-1930.

~~Marble Cutters, Setters & Masons Local 66~~  
6425 South Central, Chicago 60638.....773/735-2450

**Marble Finishers & Polishers Local 87**  
6425 South Central, Chicago 60638.....773/884-0087

~~Plasterers Local 507~~  
6200 Joliet Road, Countryside 60525.....708/482-8800

~~Carpenters District Council #4~~  
1456 West Adams, Chicago 60607.....312/421-0046

**Pipefitters Local 597**  
45 North Ogden Avenue, Chicago 60607.....312/829-4191

~~Plasterers Local 5~~  
6631 West Stanley, Berwyn 60402.....708/749-3660

~~Carpenters Local 507~~  
1340 West Washington, Chicago 60607.....312/421-1010

**Pointers, Cleaners & Caulkers Local 52**  
1111 South Western, Chicago 60612.....312/243-3340

**Roofers Local 11**  
9838 West Roosevelt Road, Westchester 60153.....708/345-0970

**Sheet Metal Workers Local 73**  
205 West Wacker, Chicago 60606.....312/726-3673

**Sprinklerfitters Local 281**  
11900 South Laramie, Alsip 60658.....708/597-1800

**Chicago & NE IL District Council of Carpenters**