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.


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.


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. 7401-767 1q.) 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.

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
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

PROJECT:

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

SUBMITTED BY:

(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
**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).
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
CONSTRUCTION DOCUMENTS
FOR
NAVY PIER SECURITY ENHANCEMENTS
600 EAST GRAND AVENUE
CHICAGO, ILLINOIS

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.

PROJECT TEAM
OWNER/DEVELOPER
Navy Pier, Inc.
600 East Grand Avenue
Chicago, Illinois 60611

STRUCTURAL ENGINEER
DB Sterlin Consultants, Inc.
223 North Water Drive
Suite 2000
Chicago, IL 60606

ELECTRICAL ENGINEER
AECOM
300 East Wacker Drive
Suite 1400
Chicago, IL 60601

Project is funded from Federal Grant Funds
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. Preparation of access, egress, and monitoring equipment to be completed.

3. See Specifications for additional work and requirements.

4. See Sheet S1.3 for Project Notes.

STRUCTURAL NOTES:

1. New bolts to be installed on existing concrete walkway as shown in Plan.

2. New security gates to be installed as shown in Plan. The security gates 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 19'-0-0". Contractor to verify prior to fabrication.

3. See Sheets S1.1 & S1.2 for Electrical Plan and Details.

4. All proposed dimensions on the plans are related to specific K4 security gate system; actual proposed dimensions will be determined and approved during the shop drawing review process.
NOTES:
1. Connector to include top layer of existing reinforcement bars and adjust location of drilled holes to max cutting in making existing reinforcement.

2. All proposed dimensions on the plans are related to a specific R4 security gate system, actual proposed dimensions will be determined and approved during the shop drawing review process.

SECTION A-A

Dimension may vary based on location
**Electrical Notes:**

1. **480 volts 3-phase** will be used at this location. There is currently an 800 amp service from the 3-phase feeding the Navy Pier electrical service drop. 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.

2. NPI will provide 1-2 cat 5 network drops for the gate/intercom in the same area. Contractor shall install conduit and conductors from this point to the new gate.

3. **PA station** will be on the east side.

4. Location of gates control to be determined.

5. **Conduits** installed underground and attached to structures at this location shall be rigid steel conduits.

6. **Conduit** will be attached to ceiling, then wall and embedded in concrete underground.

7. **Furnish and install prefabricated 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.

8. **All loop detector wire cut to be filled with appropriate manufacturer's recommended material.** Sawing up to top of topping slab after loop detector elements are installed. Submit samples and spec to NPI for shop drawing review & approval.
LOCATION NOTES:

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. This work will also include the installation of access, fencing, and traffic control, to be reviewed and approved.

2. New security gate shall be manufactured such that the new gate will clear the existing canopy, the available space from the top of driveway to the bottom of canopy at the security gate location is 14'-4". Contractor to verify prior to fabrication.

3. The new security gate shall be designed to satisfy the requirements of a type H10-2.

4. See Specifications for additional work and requirements.

5. See Sheet GC.3 for Project Notes.

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.

8. See Sheets E2.3 for Electrical Plans and Details.

9. New bollards to be installed on existing concrete walkway as shown in plans, maximum spacing to be 4'-0".

10. New security gate to be installed as shown in Plan. The security gate shall be manufactured such that the new gate will clear the existing canopy, the available space from the top of driveway to the bottom of canopy at the security gate location is 14'-4". Contractor to verify prior to fabrication.

11. See Plans for Electrical Plans and Details.
Walkway (11'-11" vertical clearance)
Existing Overhead Door (11'-11" vertical clearance)
Existing Overhead Door
Existing Building
Column
Existing Building
Clearance 9'-0"
Security Gate Anchor to remain
Existing Railing
Raised Walkway 21'-0"
Face to Face Curb 15'-0"
Raised 4'-3"
Existing Concrete Pavement
Barrier Arm Type, K4 Rated
Security Gate, and Controller
Security Gate Base ceiling mounted
New junction box ceiling mounted
Existing junction box install underground
Communications attach to ceiling, wall, then underground
2" Proposed conduit with 3-1/C#6, 1/C#8 G. for install underground
2" Proposed conduit with CAT 5e cable ceiling, wall, then underground
(2) 1" Proposed conduits with CAT 5e cable
9'-6" Gate Arm Loop with Lead-in
6’X6’ Preformed
See Structural Plans
Security gate Foundations, supports and mount disconnect
Furnish and Install rigid metal 100A, NEMA 4 Rated Safety Disconnect Switch
Coordinate with Navy Pier Personnel to allow for vehicle accessibility
Field verify and adjust location
PA/Intercom Pedestal from curb 4'-5"

GENERAL NOTES:
1. The security gate shall be designed to satisfy the requirements of a
   K4 rating (ASTM M30-P1).
2. The supplied gate shall be a barrier arm type gate as manufactured by
   Tymetal Corporation Model No. T208-4, or approved equal.
3. The gate PA and Intercom system shall be Model No. K4-DVF as
   manufactured by AIPHONE, or approved equal. Mount each unit on
   a pedestal at the designated location by each gate.
4. See S-Sheets for foundation details.
5. 50A Junction Box for Electrical Supply
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. Bolted locations and spacing to be determined and approved during the shop drawing
   review process

ELECTRICAL NOTES:
1. 208 volt 3-phase will be used at this location. There is currently a feed with conduit from overhead roof. 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.
2. NPI will provide 1-2 network drops for the gate/intercom in the same area. Contractor will install conduit and conductors from this
   point.
3. A disconnect switch will be installed within the site of gate.
4. PA station will be on the west side.
5. Conduit will be embedded rather than saw-cutting the pavement. To be determined.
6. Conduit installed underground and attached to structures at this location shall be rigid steel conduit.
7. Conduit between new ceiling mounted junction box and gate controller
   will be attached to ceiling, then wall and embedded in concrete
   underground.
8. Furnish and Install prefabricated induced loop detector cables at this location.
   Loop detector shall be placed in the ground in the sawed area. The sawed
   area 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 cut to be filled with appropriate manufacturer's
   recommended material/notching up to top of topping slab after loop detector elements
   are installed. Submit samples and specs to NPI for shop drawing review & approval.
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
THE FOLLOWING DETAIL SPECIFICATIONS SUPPLEMENT THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," ADOPTED JANUARY 1, 2016 (HEREAFER 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 hydraulic 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 correct 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, \( f_y = 42,000 \) 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 manufacture 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
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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products Liability/Completed</td>
<td></td>
</tr>
<tr>
<td>Oper. Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

   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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Employee - Disease</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Annual Aggregate - Disease</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

   c. Automobile Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage</td>
<td></td>
</tr>
<tr>
<td>Combined - Combined Single Limits</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Uninsured/Underinsured Motorist - Occurrence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000</td>
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</tbody>
</table>

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

   d. Umbrella Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
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<tbody>
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<td></td>
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EXHIBIT 3
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

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 27th 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: [Signature]
Title: Acting COO

Signatory Labor Organizations

By: [Signature]
Its: [Signature]
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.

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15. 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: ____________________________
Title: ____________________________

Chicago District Council of Apprentices
SIDE LETTER

In consideration for the Chicago & Northeast Illinois District Council of Carpenters ("Union") agreement to become signatory to the MPBA Project Labor Agreement, MPBA agrees to use its best efforts, consistent with the competitive procurement requirements of the MPBA 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

[Signature]

Chicago & Northeast Illinois District Council of Carpenters

[Signature]

Dated: May 30, 2002
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: __________________________
Its: President Riggoes local 136
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: ____________________________________________
Title: __________________________________________
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

SPRINGFIELD FITTERS LOCAL 281 USA

By: ____________________
Title: BUSINESS MANAGER
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 portions 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: __________________________
Title: __________________________

13 U.S. REP. 4, U.S. 87

[Signature]

[Date: 13 U.S. REP. 4, U.S. 87]
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: __________________________
Title: President/BE

Iron Workers Local Union #1
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: ________________________________
Job: ________________________________
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: FRANK O'LOUGHLIN # 67
Lia: [Signature]

163344
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: ________________________________
Title: ________________________________

Pipefitters Local Union 587
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: ________________________________
In: Business Manager / Finance

Michael [signature]

[1859343]
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: ________________________________
Title: ______________________________

135992.9
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: ____________________________
In: ____________________________
Title: ____________________________
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Metropolitan Pier and Exposition Authority

By: ____________________
Title: ____________________

Signatory Labor Organizations

By: ____________________
In: ____________________
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Metropolitan Pier and Exposition Authority

By: ________________________________
Title: ______________________________

Signatory Labor Organizations

By: ________________________________
Title: ______________________________

By: _________
Title: _________
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16. This Agreement shall become effective on this _____ day of __________, 2003, 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: ____________________________
Title: __________________________
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Metropolitan Pier and Exposition Authority

By: __________________________
Title: __________________________

Signatory Labor Organizations

By: __________________________
Title: __________________________

CEMMENT - MASON UNION LOCAL 682
720 N. 25th AVE.
BELLMORE, N. 11004
ROBERT J. WEISSELHOFF JR. Secretary-Treasurer
14. All parties represent that they have the full legal authority to enter into this Agreement.

15. If any provision, section, subsection or other provision 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. The Agreement as thus amended shall be enforced so as to give effect to the intention of the parties involved 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 the 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: 

Title: 

Initials: D W. Date: 6/12/12
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: [Signature]
Its: [Title]

Modine Sheet Local 66-56
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: _______________________________
Its: U.P. Local 1006
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: [Signature]
Its: [Position]
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: ____________________________
Its: ____________________________
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Metropolitan Pier and Exposition Authority

By: ____________________________
Title: __________________________

Signatory Labor Organizations

By: ____________________________ - BUSINESS MANAGER
Us: CHICAGO JOURNEYMAN PLUMBERS' LOCAL 110
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: ____________________________
In: ____________________________
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
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,

[Signature]

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

Marble Finishers, 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

6200 Jollet Road, Countryside 60525..........................708/482-8800

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

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