BOOK 1

DESIGN-BUILDAGREEMENT BETWEEN PUBLIC BUILDING COMMISSION AND KRM ALL Joint Venture, LLC

CONTRACT NO. PS3022

HANCOCK REPLACEMENT SCHOOL

5400 – 6400 WEST 64TH PLACE CHICAGO, IL 60638 PROJECT #05195



Mayor Lori E. Lightfoot, Chairman

Carina E. Sánchez Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard J. Daley Center 50 West Washington Street Room 200 Chicago, Illinois 60602 312-744-3090 www.pbcchicago.com DESIGN-BUILD AGREEMENT BETWEEN COMMISSION AND DESIGN-BUILDER

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ARTICLE 1 AGREEMENT

This Agreement is made as of this <u>19th</u> day of <u>March</u> in the year <u>2019</u> (the "Effective Date"), by and between the Public Building Commission of Chicago, a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois ("Commission") and **KRM ALL Joint Venture, LLC** located at 312 North May Street, Suite 100, Chicago, IL 60607 for services in connection with the following Project:

HANCOCK REPLACEMENT SCHOOL

5400 – 6400 WEST 64TH PLACE CHICAGO, IL 60638 PROJECT #05195

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ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP The Commission and the Design-Builder agree to proceed with the Project on the basis of trust, good faith, and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Scope of Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion for the Scope. The Design-Builder agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

2.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.2.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission's Representative.

2.1.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:

2.1.3.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 ARCHITECT/ENGINEER Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect of Record for the Project is Legat Architects.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party nor any third party beneficiary except to the extent expressly provided in the Agreement.

2.4 DEFINITIONS

2.4.1 The Contract Documents consist of:

a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;

b. this Agreement except for the existing Contract Documents set forth in item e. below;

- c. the most current documents approved by the Commission;
- d. the information provided by the Commission pursuant to Clause 4.1.2.1;
- e. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 16; and
- f. the Commission's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above; further, Book 1 will govern over Book 2.

- 2.4.2 The term Day shall mean calendar day, unless otherwise specifically defined.
- 2.4.3 Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph 8.2.2, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

2.4.4 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.

2.4.5 The term fast-track means accelerated scheduling which involves expedited permitting, project phasing early bid package procurement specifically related to long lead material, and working extended hours, shifts, and weekends as necessary.

2.4.6 Final Completion and Acceptance of the Work means the last date on which all of the following events have occurred: all Work, including punch-list work, has been completed by the Design-Builder in accordance with the Contract Documents, approved by the Architect/Engineer, and accepted by the Commission; Design-Builder's LEED responsibilities have been completed and approved by the Architect/Engineer; all deliverables, including closeout documentation such as warrantees, record documents, as-builts, etc. have been submitted by the Design-Builder and approved by the Architect/Engineer; and all other contractual requirements for final payment have been completed.

2.4.7 A Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

2.4.8 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.

2.4.9 The term Overhead shall mean: 1) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; 2) general and administrative expenses of the Contractor's principal and branch offices including deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work; and 3) the Contractor's capital expenses, including interest on capital used for the Work.

2.4.10 The Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.

2.4.11 The Commission's Program is an initial description of the Commission's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.12 The Project as identified in Article 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Commission or Others.

2.4.13 A Subcontractor, vendor, or supplier is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Commission or any separate contractor's subcontractor.

2.4.14 Substantial Completion of the Work, designated portions of the Work, occur on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents, inspected and approved, in writing, by the Architect/Engineer, and accepted by the Commission such that the User can occupy the Project without disruption.

2.4.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.16 The Work is the Design Phase services procured or furnished in accordance with Paragraph 3.1, the GMP Proposal provided in accordance with Paragraph 3.2, the Construction Phase services provided in Paragraph 3.3, additional services that may be provided in accordance with Paragraph 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.4.17 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.

2.4.18 Worksite means the geographic area at the location mentioned in Article 1 where the Work is to be performed.

2.4.19 User Agency means the unit of local government on the behalf of which the Commission is undertaking the design and construction of the Project.

2.4.20 Construction and all references to construction contained herein means abatement, site remediation, excavation, demolition, backfill, and required site improvement work.

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ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Commission's Program, as such Program may be modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in Paragraph 2.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Design Build Contracts, Book 2, Article 23, attached hereto and incorporated by reference herein, and in any other terms and provisions of this Agreement.

3.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in Exhibit 1 - Design Builder Design Services, attached hereto and incorporated by reference herein.

- 3.1.1 PRELIMINARY EVALUATION The Design-Builder shall review the Commission's Program to ascertain the requirements of the Project and shall verify such requirements with the Commission. The Design-Builder's review shall also provide to the Commission a preliminary evaluation of the site with regard to access, drainage, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Commission, to determine the most desirable approach on the basis of costs, technology, quality and speed of delivery. Based upon its review and verification of the Commission's Program and other relevant information the Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for the Commission's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Commission's Program.
- 3.1.2 PRELIMINARY SCHEDULE The Design-Builder shall prepare a preliminary schedule of the Work. The Commission shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Commission, the Architect/Engineer and the Design-Builder necessary to meet the Commission's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Commission in writing.
- 3.1.3 PRELIMINARY ESTIMATE When sufficient Project Information has been identified, the Design-Builder shall prepare for the Commission's acceptance a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Commission's budget, the Design-Builder shall make recommendations to the Commission.
- 3.1.4 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Commission's

written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.

- 3.1.5 PLANNING PERMITS The Design-Builder shall obtain and the Commission shall pay for all planning permits necessary for the construction of the Project. The cost of permits are a Cost of the Work. The Design-Builder may use *Exhibit 6* Fee Waiver when applicable during the duration of the Project.
- 3.1.6 DESIGN DEVELOPMENT DOCUMENTS The Design-Builder shall submit for the Commission's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Development.
- 3.1.7 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession.

Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.

3.1.8.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

- 3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to made derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to Paragraph 3.1.8.1.
- 3.1.8.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite.

The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission' sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

- 3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.
- 3.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.1.9 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents for permitting, procurement, and construction based on the approved Scope and Performance Criteria Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Scope and Performance Criteria Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. The Design-Builder shall provide a final GMP for each Scope of Work and a final update of the schedule with the Construction Documents for each Scope of Work.

3.1.10 OWNERSHIP OF DOCUMENTS

3.1.10.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.

3.1.10.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright

owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.1.10.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to made derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to the Contract Documents. The Commission's use of the Documents without the Design-Builder's involvement is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

3.1.10.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission' sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.

3.1.10.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.10.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2 GUARANTEED MAXIMIM PRICE (GMP)

3.2.1 GMP PROPOSAL The GMP shall be the sum of the estimated Cost of the Work for Each Scope of Work as defined in Article 8 and the Design-Builder's Fee as defined in Article 7. The GMP is subject to modification as provided in Article 9. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications issued as part of the RFP;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.2.2.5 a schedule of applicable alternate prices;

- 3.2.2.6 a schedule of applicable unit prices;
- 3.2.2.7 a statement of Additional services included, if any,
- 3.2.2.8 the Design-Builder's Contingency as provided in Subparagraph 3.2.3;
- 3.2.2.9 a statement of any work to be self-performed by the Design-Builder; and
- 3.2.2.10 a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 DESIGN-BUILDER'S CONTINGENCY The GMP will contain, as part of the estimated Cost of the Work, the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly

reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.

3.2.4 COST REPORTING The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

3.3. CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase of the Scope of Work will commence upon the issuance by the Commission of a written Notice to Proceed (NTP) with construction.

3.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.

3.3.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

3.3.4 The Design-Builder shall obtain all permits necessary for the construction of the Project. The cost of permits are a Cost of the Work. The Design-Builder may use Exhibit 6 Fee Waiver when applicable during the duration of the Project.

3.3.5 The Design-Builder shall provide written reports daily to the Commission on the progress of the Work in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.

3.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Commission at mutually agreeable intervals.

3.3.7 The Design-Builder shall regularly and properly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

- 3.3.8 The Design-Builder shall prepare and submit to the Commission:
 - a. final marked-up as built drawings; and
 - b. updated electronic data documenting how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to the Agreement.

3.4 CONSTRUCTION MEANS AND METHODS Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to all Work as provided in other Sections of this Agreement, nor shall the Commission's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

3.5 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Commission's acceptance and written approval as to milestone dates and activities pursuant to Article 10 of Book 2. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Commission. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties and as otherwise provided in Article 10 of Book 2.

3.6 SAFETY OF PERSONS AND PROPERTY

3.6.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.6.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

- 3.6.2.1 its employees and other persons at the Worksite;
- 3.6.2.2 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and
- 3.6.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.6.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate a Safety Representative for the Project. The Design-Builder shall submit a Project specific Safety Plan, prepared and approved by its Safety Representative. The Design-Builder's Safety Representative shall conduct regular site visits and participate in tool box meetings to ensure compliance with the Design-Builder's Safety Plan. The Design-Builder will immediately report in writing all accidents and injuries occurring at the Worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.

3.6.4 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of all governmental authorities having jurisdiction over the Work.

3.6.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Commission and not to the Design-Builder shall be promptly remedied by the Commission and not to the Design-Builder shall be promptly remedied by the Commission; provided, however, that the Commission may direct the Design-Builder to remedy such damage or loss, and the Commission shall pay for such remedy as a Cost of the Work.

3.6.6 If the Commission deems any part of the Work or Worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Commission, or both. If the Design-Builder does not adopt corrective measures, the Commission may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 8. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Commission as certified by an independent testing laboratory approved by the appropriate government agency.

3.7.2. If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Commission and, if required, the government agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Commission shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Commission. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Commission or Others, shall be maintained at the Project by the Design-Builder and made available to the Commission and Subcontractors.

3.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the Certificate of Substantial Completion, the Commission shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.7.8 The terms of this Paragraph 3.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.8 WARRANTIES AND COMPLETION

3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing

warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Commission.

3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.

3.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start- up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work, or use for its own benefit any of the Commission's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Commission shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Commission in connection with the performance of this Agreement. The Commission and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Commission is a unit of local government, and as such is subject to Freedom of Information Act, 5 ILCS 140/1 et seq. Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Commission.

If Design-Builder is presented with a request for documents by any administrative agency, or with a *subpœna duces tecum* regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Commission and its legal counsel with the understanding that the Commission will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the *subpœna* or request is quashed, or the time to produce is otherwise extended.

3.10 ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Commission. A written amendment to this Agreement between the Commission and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a change in the Work.

3.10.1 Development of the Commission's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

3.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.

3.10.3 Surveys, site evaluations, legal descriptions and aerial photographs.

3.10.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

3.10.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

3.10.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

3.10.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Commission-provided drawings and information. Artistic renderings, models and mockups of the Project or any part of the Project or the Work.

3.10.8 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.

3.10.9 Making revisions to the, Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.

3.10.10 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Commission, including not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.

3.10.11 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.

3.10.12 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, the Commission's office and the Worksite.

3.10.13 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.10.14 Services for tenant or rental spaces not a part of this Agreement.

3.10.15 Services requested by the Commission or required by the Work which are not

specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.10.16 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.10.17 Providing services relating to Hazardous Material discovered at the Worksite.

3.10.18 Other services as agreed to by the Parties.

3.11 STANDARD OF CARE

3.11.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago metropolitan area for services of comparable scope and magnitude.

3.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.

3.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 *et seq.*, and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Work consistent with the Contract Documents. Design-Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.

3.11.4 Any or all agreements between the Design-Builder and the Architect/Engineer shall provide that the Commission is a third party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect/Engineer in the performance of the design services of the Work.

3.12 PROJECT PROCEDURES Design-Builder shall develop in conjunction with the Commission's Representative, and shall prepare and submit in writing for the Commission's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Commission.

3.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

3.13.1 STAFFING Immediately, upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

3.13.2 KEY PERSONNEL Design-Builder's Key Personnel for the Work are listed in Exhibit 4, attached hereto. In the event that any such Key Personnel are unable to continue to perform Work, the Design-Builder will promptly notify the Commission. Any change or substitution with respect to Key Personnel requires the approval of the Commission. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Commission, and will provide a replacement for the Commission's approval within seven Days of receipt of the notice to remove.

3.14 RIGHT OF ENTRY The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commission. Commission's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Commission.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the Project Site in connection with the Work. The Design-Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design-Builder, or anyone for whom it is responsible, causes damage to Commission property, or the property of the owner of the Project Site, the Design-Builder must, at the

option of the Commission, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Commission shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

3.15 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is **Michael Cwienkala**.

3.16 CLOSEOUT The Design-Builder must provide its Closeout Execution Plan similar to its Design, Procurement, and Construction Execution Plan prior to the commencement of work.

3.17 LIVING WAGE REQUIREMENT The Design-Builder shall abide by the City of Chicago's Executive Order No. 2014-1, duly adopted by the Public Building Commission's Board of Commissioners on November 12, 2014 as Resolution No. 8122, both documents of which are incorporated by reference to this Agreement. Design-Builder agrees to pay its eligible employees a minimum wage of not less than \$13.00 per hour for work performed under this Agreement and further agrees to abide by all rules and regulations promulgated by the Executive Order. This applies to all subcontractors of the Design-Builder.

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ARTICLE 4 COMMISSION'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION

4.1.1 The Commission shall provide full information in a timely manner regarding requirements for the Project, include the Commission's Program Overview and other relevant information.

4.1.2 The Commission shall provide:

4.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.

4.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and

4.1.2.3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

4.2 RESPONSIBILITIES DURING DESIGN PHASE

4.2.1 The Commission shall provide the Commission's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 3.1, and the GMP Proposal as set forth in Paragraph 3.2.

4.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE

4.3.1 The Commission shall review the Schedule of the Work as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.

4.3.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Commission shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.3.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the Design-Builder. The Commission shall have no contractual obligations to Subcontractors or

suppliers.

4.3.4 The Commission shall provide insurance for the Project as provided in Article 11.

4.4 COMMISSION'S REPRESENTATIVE The Commission Representative is **Mark Lindstrom** for Design and Construction. The Representative(s):

4.4.1 shall be fully acquainted with the Project;

4.4.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and

4.4.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.

4.5 TAX EXEMPTION If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.

4.6 ELECTRONIC DOCUMENTS If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

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ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

5.1 RETAINING SUBCONTRACTORS The Design-Builder shall not retain any subcontractor that has been debarred by Commission or the City of Chicago from doing business with the debarring agency, or any subcontractor to whom the Commission has a reasonable and timely objection. The Design-Builder shall not make any substitute for a subcontractor that has been accepted by the Commission without the written approval of the Commission.

5.2 MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Work, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by the Commission pursuant to Article 19 of Book 2;

5.3.1.2 the Commission accepts such assignment, after termination by notifying Subcontractor and Design-/Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Commission accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Design- Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

5.5 DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for Construction Contracts" and Book 2 Article 24 "MBE/WBE Special Conditions for Professional Services Contracts," subcontractors have no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Effective Date of this Agreement as first written in Article 1 unless otherwise set forth below:

6.1.1 The Work shall proceed in general accordance with the Design-Build Schedule attached hereto as Exhibit 8, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion and the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Commission and the Design-Builder may agree not to establish such dates. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in the Notice to Proceed for each Scope of Work or by amendment to this Agreement.

6.2.1 Time limits stated in the Contract Documents are of the essence.

6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder or the Commission.

6.3 DELAYS IN THE WORK

6.3.1 Delays and time extensions shall be administered as provided in Article 10 of Book 2.

6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion established for each Scope of Work and as further set forth in Article 10 of Book 2, Section 10.04.

6.4.1.1. The Design-Builder understands that if the August 6, 2021 (Date of Substantial Completion) established by the Parties for each Scope of Work, as may be amended by subsequent Change Order, is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion for any Scope of Work is not attained, the Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages and not as a penalty for each Day that Substantial Completion for a given Scope of Work. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature

incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion for any Scope of Work.

6.4.2 FINAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion established for each Scope of Work.

6.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties for each Scope of Work is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Commission One Thousand Dollars (\$1,000) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion established for that Scope of Work. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Final Completion for any Scope of Work.

6.4.4 OTHER LIQUIDATED DAMAGES The Commission and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE WORK

6.5.1 The Commission may occupy and use the Project or Scope of Work, or portions thereof, in advance of Substantial Completion. If the Commission desires to exercise partial occupancy and use prior to Substantial Completion, the Commission shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Commission in making available for the Commission's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Commission desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

6.5.2 In the event of occupancy/turn-over prior to Substantial Completion:

6.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

6.5.2.2 If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the

subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

6.5.2.3 The following conditions will apply to the spaces and/or equipment that is affected by the Commission's early occupancy:

6.5.2.3.1 A punch list will be assembled by the Commission, Design-Builder and its subcontractors, and an inspection of the affected space by the Commission will be accomplished prior to the start of early occupancy.

6.5.2.3.2 Warranties will begin to run only on those portions of systems and materials actively used, and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

6.5.2.3.3 Risk of loss associated with the finished Work which the Commission occupies early transfers to the Commission at the start of the early occupancy.

6.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have on Liquidated Damages and insurance coverage.

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ARTICLE 7 COMPENSATION

7.1 DESIGN PHASE COMPENSATION

7.1.1 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's compensation for work or services performed directly by the Design-Builder, these costs shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the Design-Builder and the Architect/Engineer.

7.1.2 The Commission shall compensate the Design-Builder for services performed during the Design Phase as described in Paragraph 3.1, including preparation of a GMP Proposal, if applicable, as described in Paragraph 3.1. Compensation is delineated in Exhibit 5.

7.1.3 Compensation for Design Phase services, as part of the Work, shall include the Design-Builder's Fee as established in Paragraph 7.3, paid in proportion to the services performed, subject to adjustment as provided in Paragraph 7.4.

7.1.4 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission for which application for payment rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

7.2 CONSTRUCTION PHASE COMPENSATION

7.2.1 The Commission shall compensate the Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

7.2.1.1 the Cost of the Work as allowed in Article 8; and

7.2.1.2 the Design-Builder's fee paid in proportion to the services performed subject to adjustment as provided in Paragraph 7.4.

7.2.2 The compensation to be paid under this Paragraph 7.2 shall be limited to the Guaranteed Maximum Price ("GMP"), as the GMP may be adjusted under Article 9.

7.2.3 Payment for Construction Phase services shall be as set forth in Article 10. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE The Design-Builder's Fee shall be listed in the GMP Cost Form which is delineated in Exhibit 5. The Fee shall be payable in installments commensurate with the percentage of Project completion.

7.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE Adjustment in the Design-Builder's fee shall be made as follows:

7.4.1 for changes in the Work as provided in Article 9, the Design-Builder's fee shall be adjusted according Book 2;

7.4.2 for delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.4.3 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

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ARTICLE 8 COST OF THE WORK

The Commission agrees to pay the Design-Builder for the Cost of the Work as defined in this Article and as further described in Exhibit 5 which include but not limited to the Cost of Work and the Design-Builder's Fee.

8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase services as provided in Article 7.

8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

8.2.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

8.2.2.1 Project management, administrative assistance, and project engineering directly associated with the Work.

8.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under Subparagraphs 8.2.1 and 8.2.2.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling. Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

8.2.6 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Article 7.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or Others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.

8.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

8.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.15 All water, power and fuel costs necessary for the Work.

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8.2.16 Cost of removal of all non-hazardous substances, debris and waste materials.

8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

ARTICLE 9 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

ARTICLE 10 PAYMENT FOR CONSTRUCTION PHASE SERVICES

10.1 PROGRESS PAYMENTS

Payment applications and procedures shall be as defined in Article 16 of Book 2.

ARTICLE 11 INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

11.1 Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Book 1 as Exhibit 9 unless otherwise specified herein.

11.2 ROYALTIES, PATENTS AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design- Builder shall defend, indemnify and hold the Commission harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Commission.

11.3 LIENS If any of the Design-Builder's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-Builder agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Commission may extend the thirty (30) day period if the Commission determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-Builder is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Commission will have the right, in addition to all other rights and remedies provided under this Agreement, Book 2 Article 16, or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-Builder's sole cost, such cost to include reasonable legal fees.

The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

11.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design- Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually

agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

The Commission and the Design-Builder shall require similar waivers in contracts with Subcontractors and others retained for the Project.

ARTICLE 12 SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

12.1 Suspension and Termination shall be as defined in Article 19 of Book 2.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 Claims and Disputes shall be as defined in Article 18 of Book 2.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

14.2 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 NO WAIVER OF PERFORMANCE The failure or either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

14.4 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Commission's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions,.

14.5 JOINT DRAFTING The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, abut shall be construed in a neutral manner.

14.6 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

14.7 FIREARMS AND OTHER WEAPONS The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

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ARTICLE 15 MBE/WBE, EEO, AND WORKFORCE REQUIREMENTS

15.1 MBE/WBE PROGRAM It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of contracts, to prohibit discrimination in the award of or participation in contracts, and to abolish arbitrary barriers to full participation in contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Design-Builder must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract. The Commission requires the Design-Builder also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract. Design-Builder should refer to Article 23 in Book 2 for all MBE/WBE Special Conditions.

The specific goals of this agreement are 27% MBE and 8% WBE participation.

15.2 To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project. The PBC requires that Design-Build Entities commit to a construction work site employment program that addresses the following employment goals:

Minority Journeyworker Project employment goal: Minority Laborer Project employment goal: Minority Apprentice Project employment goal:	 50% or more of total Journeyworker hours 50% or more of total Laborer hours 50% or more of total Apprentice hours
Female Journeyworker Project employment goal: Female Laborer Project employment goal: Female Apprentice Project employment goal:	 2% or more of total Journeyworker hours 2% or more of total Laborer hours 2% or more of total Apprentice hours
City of Chicago Resident employment goal:	50% of construction work hours to be performed by
Community Resident employment goal:	7.5% of construction work hours to be performed by residents of the "Project Community" designated for each Project (see Exhibit 10 - Community Area Map)

Design-Builder shall use Exhibit 11 to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

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ARTICLE 16 EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in Subparagraph 2.4.1, the following Exhibits are a part of this Agreement:

- Book 1 Agreement
- Exhibit 1 Design Builder Design Services
- Exhibit 2 Documents and Drawings Issued for Scope and Performance Criteria from the RFP Phase II
- Exhibit 3 Schematic Design dated June 6, 2019 was prepared by Legat Architects
- Exhibit 4 Key Personnel
- Exhibit 5 GMP Form
- Exhibit 6 Fee Waiver
- Exhibit 7 Design Build Schedule
- Exhibit 8 Insurance and Bonding Requirements
- Exhibit 9 Community Area Map
- Exhibit 10 EEO and Workforce Requirements Worksheet (to be completed with Final GMP)
- Exhibit 11 Legal Actions
- Exhibit 12 Disclosure Affidavit
- Exhibit 13 Disclosure of Retained Parties
- Exhibit 14 Schedule B Joint Venture Affidavit and Joint Venture Agreement
- Exhibit 15 Licenses and Certifications
- Exhibit 16 MBE/WBE Preliminary Information
- Exhibit 17 Chicago Board of Education Multi-Project Labor Agreement
- Book 2 Standard Terms and Conditions for Design Build Contracts, August 2019

(The remainder of this page is intentionally left blank) [EXECUTION PAGE FOLLOWS] Execution Page for Design-Build Agreement between Public Building Commission of Chicago and **KRM ALL Joint Venture, LLC** with Effective Date of **March 19, 2019**. This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

Lori E. Lightfoor Mayor	Date:		
Chairman Lori Ann Lypson Secretary	Date:	9/210/19	
Approved as to form and legality:	plalia		
Neal & Leroy, LLC	<u>~ 9 /9</u>		
DESIGN BUILDER			
KRM ALL Joint Venture, LLC			
President of Authorized Designee of Joint Vent	ure		

<u>9.14.19</u> Date

AFFIX CORPORATE SEAL, IF ANY, HERE

County of COOK

State of 1

Subscribed and sworn to before me by Keith Miller on behalf of the Design

day of September 20 19 Builder this Notary Public My Commission expires: **OFFICIAL SEAL** ANGELA M CAMPOS (SEAL OF NOTARY) NOTARY PUBLIC - STATE OF ILLINOIS RES:07/22/23 LIY CC



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DESIGN-BUILDER DESIGN SERVICES

Architect of Record Services

- Complete the design for the Project, schedule a minimum 3 milestone review milestones, and solicit the Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
- 2. Provide design documents for written approval at the completion of Design Development, interim Construction Document Phase, and at completion of Construction Documents.
- 3. Separate from milestone reviews required above; provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
- 4. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.
- 5. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
 - a. Specifications will follow performance criteria outline format.
 - b. Specifications will identify acceptable manufacturers.
 - c. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 - d. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- 6. Prepare and professionally seal documents that will be issued for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, Chicago Department of Water Management, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
- Facilitate a Lessons Learned walk-thru of recently constructed City College facilities with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.

- Provide coordination, support and responses in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) with the Commission's independent BAS Commissioning Authority.
- 9. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail.
- 10. Provide an energy simulation model using the most current and required DOE Modeling Software
- 11. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way.
- 12. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT.
- 13. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
- 14. Preparation of storm water analysis and management proposal.
- 15. Issuance of a zoning analysis package (if required).
- 16. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
 - Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission.
 - b. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
 - c. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
 - d. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - e. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - f. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - g. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - h. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
 - i. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
 - j. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
 - k. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

- Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- m. Meet with the Chicago Bureau of Electricity to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- 17. Prepare Interior Furnishing Fixture & Equipment (FF&E) Documents to define and fix the furniture, furnishings and equipment work. Include layout drawings, specifications, and a proposed color, materials and finishes schedule, including but not limited to; brochure cuts or sketches of the furniture, furnishings equipment and accessories. Budget for FF&E shall be in accordance with the published FF&E allowance.
- 18. Prepare interim and final estimates of the probable Interior Furnishings Costs with reasonable contingencies in accordance with the published FF&E Allowance.
- 19. Prepare descriptions of manufactured items, together with General Conditions, Supplementary conditions and other documents required for the procurement and installation of the Interior Furnishings Work for the Project.
- 20. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
- 21. Architect shall assist the commission and user agency in preparation of bidding information. All such documents shall be used for competitive bidding for furnishing and installation of the Interiors Furnishings Work.
- 22. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., advanced manufacturing equipment, furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels, or public art).
- 23. Develop a hardware and device location plan for Commission and User Agency review and approval.
- 24. Develop a campus way-finding, building way-finding, and room signage plan inclusive of design presentation materials and specifications for Commission and User Agency review and approval.
- Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements
 of the Scope and Performance Criteria.
- 26. Prepare and Submit for use by the Commission an Inspection and Testing Plan forty five (45) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.
 - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
- 27. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer/Design Builder shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
 - a. Space requirements between trades and/or disciplines.

- b. Space requirements and access for maintenance and replacement all MEP equipment
- c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment and electrical power as specified in various Divisions).
- d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
- e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
- 28. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be a represented by a composite device/service schedule that cross references the appropriate interface points.
- 29. Architect Engineer shall provide no less than 16 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replace before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative upon written request of the Authorized Commission Representative.
- 30. Provide installation phase services for the FF&E including but not limited to: review of required submittals, respond to RFI's, periodic observation of the installation, and issuance of "punch lists."
- 31. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
- 32. Architect Engineer to conduct interim and a final comprehensive inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
 - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of

work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

- 33. Submittal, Record Document and Close requirements set forth in Book 2, Standards Terms and Conditions Procedures Manual for Design Build Projects.
- 34. Oversee the efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
- 35. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. Oversee the Design Builder's efforts to expedite the preparation and delivery of the "as-built" drawings, and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
- 36. Upon completion of the all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
- Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
- 38. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
- 39. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.
- 40. Assist Commission Consultants by coordinating with and providing documentation to the Consultants to aid in the development or revision of investigations and reports. Commission Consultants include but are not limited to Environmental, Survey, Geotechnical, and Traffic.

Environmental Design Consultant Services

- 41. Environmental Design Consultant Services.
 - a. The Design-Builder (DB) shall complete all environmental specifications for the renovation / demolitions / new construction activities, as needed, regarding:
 - i. Lead-based paint (LBP);
 - ii. Asbestos containing materials (ACM); and
 - iii. Hazardous Materials / Non-Hazardous Materials / Universal Waste;
 - iv. Existing Conditions (Hazardous Materials Assessment and Environmental Assessment);
 - v. Soil Removal and Disposal;
 - vi. Acceptance of Backfill.
 - b. The Design Builder shall ensure that the environmental specifications, environmental scope of work, etc., include procedures to manage hidden conditions discovered during the project in order to minimize delays during renovation / demolition.
 - c. The Design Builder shall follow all local, state and federal regulatory requirements and provide required specifications and procedures as necessary for managing those materials.

- d. The Design Builder shall modify the following existing PBC template abatement specifications to tailor them for the ACM abatement work utilizing an Illinois Department of Public Health (IDPH) licensed Asbestos Project Designer:
 - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
 - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT;
 - iii. 02 82 13 ASBESTOS ABATEMENT PRIOR TO DEMOLITION;
 - iv. 02 82 14 ASBESTOS ABATEMENT FOR INTERIORS
 - v. 02 84 15 ASBESTOS ABATEMENT FOR EXTERIORS;
 - vi. 02 83 19.13 LEAD-BASED PAINT ABATEMENT
- e. The DB shall modify existing PBC template specifications as to the proper packaging, transportation and disposal / recycling of the materials identified in the Hazardous Materials Survey. The DB shall also provide cost effective methods for removing and disposing of the materials identified in the Hazardous Materials Survey. The Design Builder shall revise / develop PBC specifications for the following, as applicable to the renovation / demolition scope of work:
 - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
 - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT; and
 - iii. 02 41 16 HAZARDOUS AND UNIVERSAL WASTE MANAGEMENT
- f. The DB shall revise/develop PBC specifications for the following, as applicable to the work:
 - i. 02 65 00 UNDERGROUND STORAGE TANK REMOVAL;
 - ii. 31 23 18 SOIL, FILL, BACKFILL, CU STRUCTURAL SOIL AND CONSTRUCION AND DEMOLITION DEBRIS REMOVAL; and
 - iii. 31 23 23 ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL
- g. The DB shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications prior to submitting them to the PBC. The DB shall make any required modifications or corrections and reissue the specifications. The DB shall upload the final version to Collaborative Workspace (CW) upon completion of the specifications. Scope of work sheets and drawings are required for this project.
- General Environmental Manager: The DB shall provide an experienced individual to perform the following General Environmental Management (GEM) services for renovation/demolition activities which include, but are not limited to the following:
 - i. Administrative Controls;
 - ii. Management and Coordination of Regulated Waste Removal and Disposal Activities;
 - iii. Waste Profiles, soil removal and disposal oversight;
 - iv. Backfill analysis review and approval;
 - v. Management and Scheduling of Air Sampling Activities During Asbestos Abatement Activities;
 - vi. Management, Scheduling and Reporting for Ambient Air Monitoring During Demolition; and
 - vii. Underground Storage Tank Removal Management, Oversight, Sampling and Reporting Services (if required).
 - viii. Attend meetings as requested by the PBC;
 - ix. Coordinating all environmental inspections and getting the inspection reports to the PBC in a timely manner for review;
 - Making sure all environmental inspection reports are provided in hard copy to the PBC and uploaded to CW;
 - xi. Getting all required design review deliverables to the PBC and incorporating all design review comments to the PBC's satisfaction;

- xii. Setting up all required environmental meetings and providing environmental project and deliverables status to the PBC as requested;
- xiii. Become familiar with and institute existing asbestos and demolition specifications;
- xiv. Review and approve environmental submittals required in the specifications, receiving environmental documentation from the Demolition / Abatement Contractors through CW;
- xv. Coordinate and schedule environmental consultant's work tasks. The GEM will coordinate with any and all abatement, air sampling professional work, waste removal and Demolition/Abatement Contractors to schedule environmental oversight activities and will be in charge of managing the schedule of any and all environmental activities;
- xvi. Receive, review, comment and approve all documents related to asbestos abatement, regulated waste removal, underground storage tank and air monitoring activities on behalf of the PBC;
- xvii. Be responsible for escorting regulators around on campus and will be the on-site point of contact for any and all regulatory or public inquiries related to environmental matters;
- xviii. Respond to any and all correspondence from local, state or federal regulators on behalf of the PBC after PBC review, and will provide corrective action negotiations when necessary;
- xix. Perform daily inspections of environmental work activities and will observe, document and notify the PBC of any issues as required;
- xx. Sign waste manifests on behalf of site owner;
- xxi. Provide regulated materials management and oversight during removal and disposal activities;
- xxii. Coordinate with Demolition/Abatement Contractor on site and shall maintain all submittal records and upload them to CW on a weekly basis;
- xxiii. Be responsible to maintain schedules of all waste removal activities on site;
- xxiv. Be responsible to inspect the areas where all waste is being removed and stored to ensure work was done correctly and in accordance with contract specifications;
- xxv. Respond to site issues, unforeseen conditions, regulatory inspections / citation, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident;
- xxvi. Coordinate Air Sampling Professional's (ASP) with the Demolition / Abatement Contractors and will keep a schedule of all ASP work being performed;
- xxvii. Provide advice on technical matters during the course of the abatement and demolition activities, and as needed consultation to the PBC;
- xxviii. Provide daily observations and documentation of the asbestos abatement work; and
- xxix. Provide coordination for ambient air monitoring for asbestos, lead and particulates (PM10) during demolition activities.
- i. Air Sampling Professional Services: The DB shall provide Air Sampling Professional / Project Managers (ASP / PM) for the renovation/demolition activities as needed to satisfy applicable regulations such as OSHA. At a minimum, the ASP / PM shall be responsible for general asbestos abatement oversight activities, asbestos air sampling of inside and outside work areas, clearance air monitoring for asbestos abatement operations, and reporting. The ASP / PM will have to coordinate work activities with the GEM and the asbestos / demolition contractors. They will monitor abatement activities in accordance with all local, state and federal guidelines. They will review the asbestos/demolition contractor submittals including but not limited to:
 - i. Notifications;
 - ii. Worker and supervisor licensing;
 - iii. Sign in sheets;
 - iv. Waste manifests;
 - v. The ASP / PM will conduct containment inspection;
 - vi. The ASP / PM will inspect the work areas and abatement procedures;
 - vii. THE ASP / PM will visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees;
 - viii. The ASP / PM will monitor of contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning; and

- ix. The ASP/PM will evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.
- j. The ASP / PM shall be licensed by the IDPH and shall have Asbestos Analyst Registry (AAR) accreditation. (If the ASP / PM is not an accredited AAR then the DB shall include the PCM analytical costs). Laboratories analyzing samples (if needed) shall participate in AIHA PAT Program or analyst should be AAR. The ASP / PM will be responsible for asbestos air sampling of inside and outside work areas and clearance monitoring.
- k. Air monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with IDPH regulations. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC, the GEM and the asbestos/demolition contractor for related phases of the overall project.
- The DB shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - i. Summary of work;
 - ii. Company and ASP / PM Name and License;
 - iii. Date and time of activities;
 - iv. Sampling methods used;
 - v. Asbestos abatement contractor;
 - vi. Daily worker log;
 - vii. Work area sign-in and out logs;
 - viii. Photographs during abatement activities (before and after);
 - ix. Notifications;
 - x. Worker and Supervisor Licensing;
 - xi. Waste Manifests;
 - xii. Analytical/filled out air sampling forms by ASP / PM;
 - xiii. Daily inspectors logs;
 - xiv. Other forms and/or logs required by state and federal regulations; and
 - xv. Provide sampling and analysis of unexpected ACM encountered during the work.
- m. Ambient Air Monitoring Services: The DB shall provide ambient air monitoring to ensure compliance with existing local, state and federal ambient air standards. Ambient air monitoring shall be performed during demolition activities for asbestos, lead and particulates (PM10). The DB shall prepare an "Ambient Air Monitoring Plan" which includes monitor locations, air sampling and analytical methodology and action levels. It is anticipated that these samples will be performed to establish a baseline demonstrating the ambient air levels of asbestos, lead and particulates during demolition activities. Once baselines are established, and if monitoring shows levels are below acceptable guidelines as stated below, with approval from PBC, the DB can demobilize the air monitors from the site. It is also anticipated these methods will be utilized for this project:
 - Respirable Dust (PM10) found in the Code of Federal Regulations (40 CFR, Part 50, Appendix J) or other approved method;
 - Lead by the procedure found in Code of Federal Regulations (40 CFR, Part 50, Appendix G) or other approved method; and
 - iii. Asbestos (utilizing Phase Contrast Microscopy (PCM) and / or Transmission Electron Microscopy (TEM)
- n. The Design Builder shall provide a report for the project including but not limited to the following:
 - i. Company and ASP Name and License;
 - ii. Date and time of activities;
 - iii. Sampling methods used;
 - iv. Demolition contractor;

- v. Analytical / filled out air sampling forms by ASP;
- vi. Daily inspectors logs; and
- vii. Other forms and/or logs required by state and federal regulations
- Underground Storage Tank Oversight Services: The DB shall provide underground storage tank removal management, oversight, sampling and reporting services (if required). These services shall include, at a minimum:
 - i. Following the removal of the tanks, soil samples will be collected from the excavation walls and floor. Two (2) samples shall be collected from the excavation floor below each UST and the four (4) side walls for a total of six (6) samples from each tank basin. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of Benzene, Toluene, Ethylene, and Xylene (BTEX) using USEPA Method 5035A/8260B and Polynuclear Aromatic Hydrocarbons (PNAs) by USEPA Method 8270 SIM. In addition, one soil sample will be collected for Leaking Underground Storage Tank (LUST) Priority Pollutants.
 - ii. If needed, the DB shall prepare the 20 and 45 Day Reports as required by the Illinois Environmental Protection Agency.
 - iii. The DB shall create one binder that includes the following information for each tank.
 - Description of the UST removed, the location, the size, the date, time, Contractor Name, removal permit number, product and soil removed, GPS coordinates of each corner of tank basin, backfill type, analytical results and photos;
 - 2. Removal Permit; and
 - 3. Waste Records
- p. Environmental Cost Estimate: Provide an environmental abatement estimate based on the surveys completed. The Cost Estimate shall include detailed information for the abatement of asbestos containing materials, leadbased paint mitigation (if required); removal and disposal/recycling of hazardous and non-hazardous materials; and soil removal and disposal.
- q. Environmental Project Manager: The Design Builder shall provide an Environmental Project Manager (as needed) for providing consulting services related to:
 - i. Review the Phase I and II Environmental Site Assessment and providing recommendations regarding management of soils in the project area;
 - Preparation of an "Environmental Remediation Plan" to indicate impacted soils and disposal requirements;
 - iii. Providing submittal reviews related to soil disposal and imported materials;
 - iv. Preparation of a "Waste Management Plan"; and
 - v. Manage off-site soil disposal with a truck tracking log

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A. BASIS OF DESIGN

1. Design Guidelines

For reasons of durability, maintenance, and parity, the Chicago Public Schools has developed new construction design guidelines, guideline specifications, and standard details for key aspects of construction. This new facility is to be designed in accordance with the requirements of the Chicago Building Code, Chicago Public Schools Design Guidelines (including all supplemental clarifications, memoranda and updates), and the Chicago Public School Facility Performance Standards (latest publication). Applicable standard details that have been developed by CPS for new construction shall be utilized (i.e. accessibility details developed in concert with the Code Authority). Specifications for materials, products, systems, and warranty requirements shall be based upon the CPS Guideline Specifications. Where additional specifications are required to be authored they shall be developed by the A/E for review and approval by CPS prior to incorporation into the project.

Deviations from the Chicago Public Schools design and construction standards are not encouraged and will only be considered after materials are presented outlining the cost/benefit, durability, maintenance requirements, and warranty relative to the established standard products and systems. Deviations will only be approved if, after review, they are deemed in the best interest of Chicago Public Schools.

2. Site Description

The project site is defined by W. 64th Place on the north, S. Long Ave. on the east, W. 65th St. on the south, and S. Linder Ave. on the west. The site can generally be described as abutting a residential neighborhood on the east and west, the adjacent Grimes School to the north, and the City limits (abutting Bedford Park) to the south.

3. Site Strategy

The adjacency of the property to Grimes Elementary school, and desire for potential joint use of parking suggest that the main entrance be located on the northern portion of the project site. West 64th Place is a two-lane / two-way street with low traffic volume and is well-suited for school drop-off and pick-up. Both S. Linder and S. Long Avenue are one-way streets which further mitigate thru-traffic volume from the four-lane W. 65th St. located on the south edge of the site. Grade level parking shall be provided in the quantity previously described in the project description.

The primary entrance to the school is recommended to be located off W. 64th Place. Site signage, such as a school marquee sign shall be provided to facilitate identification and way-finding. Secondary entrances are to be provided as necessary at the north, east, west and south facades. Loading and refuse services are recommended at the northwest corner of the new building with access from W. 64th Place. It is planned to provide adjacency to the kitchen and dining areas of the building that have the most intensive delivery and refuse needs.

B. ARCHITECTURAL

1. Zoning and Aviation Height Restrictions

The project site is located near Midway International Airport and subject to FAA and Zoning height restrictions. The Chicago Zoning Ordinance limits the total maximum height of all vertical construction to 30 feet in height by right. In consideration of this project, in October 2018, PBC requested and obtained FAA support for a height variance from the Department of Planning and Development for an increase in height to 44 feet, and on January 30, 2019 FAA issued an updated letter of support for a zoning variance that, when approved, will allow construction for this project up to 57 feet in height. While early programming and concept planning anticipated a 2-story structure, the design-build entity may consider the possibility of a 3-story structure in the cost-effective delivery of the project, provided that the total height of the structure falls within the permissible height restrictions, and that the design build entity actively pursues and participates in activities necessary for zoning variances necessary for the project.

2. Building Design Strategy

Due to both the adjacency with Grimes Elementary, and the potential for shared use of certain facilities (such as parking) and for a shared student drop off area between the schools, the main entrance and parking is envisioned at the north of the site.

The concept plan for the building is organized into two basic volumes that reflect the functions within; (1) the public functions and (2) the academic functions. The more public functions include the main entrance and lobby, administration, black box theatre, athletics, dining/kitchen, library, music and science functions. The academic wing houses conventional homeroom classrooms, and similar functions. The larger public volume is anticipated to occur on the west portion of the property, across the street from side-yards of the residential homes to the west which front on W. 64th Place and W. 65th Street. The linear academic volume is conceived as extending east along the southern edge of the property to maximize open space to the front-yards of residential homes across S. Long Ave. to the east.

The first floor of the 'public' volume is comprised of the most commonly used and highest capacity spaces including the administrative offices, gymnatorium, stage, dining, library, along with access to the Black Box Theater. The physical separation of the academic wing from the 'public' functions shall provide a natural acoustic separation between disparate uses and also permits the possibility for zoning the building for after-hours use of athletics and dining uses.

Music functions are proposed to be located at the far north end of the second floor to provide the maximum acoustic separation from other academic uses.

The dining room is proposed on the first floor of the north façade with ample glazing that provides natural light to the space and visibility of the street and main entrance. The kitchen servery shall be provided with three food serving lines and chair/table storage are located in adjacent but physically separate rooms to permit unobstructed use of the dining room space when not in use for lunch. Loading and refuse should be located adjacent to the kitchen which demands the highest delivery and refuse needs of the school. Loading and refuse shall be screened from pedestrian view as required by the Chicago Zoning Ordinance.

3. Massing and Material Strategy

The large size of the structure is mitigated through the intentional expression of program functions as distinct masonry, glass, and steel volumes. Building access points and stairs are expressed as glazed relief from the prominent building masses.

Code required natural light shall be provided to classrooms via fixed and operable windows. Each room with operable windows shall have 5% or at least one operable window within accessible reach range and complying with operable force requirements (awning 5 lbs. max.). In second floor science classrooms that require more natural light than can be accommodated easily, vertical glazed light monitors shall be provided to convey light into the spaces to achieve the minimum glazed area requirements.

The academic corridor itself shall be zoned as much as possible with the more public 'specialty' spaces such as the library, STEM, career offices, science classrooms, art and health classrooms located more centrally in the floor plan. Typical classrooms are contemplated on the eastern extension of the academic wing.

4. User Agency Design Guidelines & Reference Documents

- a. CPS Directive Memo Clarification of Masonry Exterior Wall Standards REV2 dated June 23, 2017,
- b. CPS Directive Memo Clarification of ITS Standards Update dated March 17, 2017,
- c. CPS Directive Memo Clarification of Drywall Types and Locations dated February 17, 2017,
- d. CPS Directive Memo Clarification of Concrete Weight Type dated January 20, 2017,
- e. CPS New Design Guidelines and Prototype Design Updated dated October 07, 2016,
- f. Technical Bulletin #2014-05, CIP Technical Bulletin_2014-05_140718 dated July 18, 2014,
- g. CPS Facility Performance Standards dated August 31, 2012,
- h. CPS Design Guidelines, 2nd Edition dated February 26, 2009,

i. CPS Master Specifications, Division 01 – 33, Various Dates

The Design Guidelines and Reference documents are listed in chronological order from the most recent issued. A comprehensive document containing all updates to the guidelines does not exist. Proposers will utilize the information given in a manner that reviews the most recent of information for applicability to the project.

C. BUILDING ENVELOPE

The new structure will be a steel frame with steel beams and joists with composite metal deck at elevated slabs. Exterior walls will be constructed of brick veneer with 6" (min.) cold-formed framing back-up. The typical masonry veneer assembly will include 4" nominal exterior masonry veneer, 1-1/2" - 2" air cavity, 2-1/2" polystyrene (R-12.5 min.) insulation (or as required to comply with energy code based upon energy modeling and compliance path selected), continuous air-and water barrier, 5/8" exterior type 'x' fiberglass-reinforced gypsum sheathing, cold-formed framing, (1) layer 5/8" type 'x' gypsum board with (1) layer of and interior gypsum board, painted. Masonry anchors are anticipated to exceed 4.5" from back of brick veneer to face of cold-formed metal framing, exceeding the empirical design criteria and requiring delegated structural design of the anchor size and spacing, but shall not be spaced any further than 16" on center.

Glazing systems will be a combination of thermally broken aluminum frame windows and storefront systems with both fixed and operable lites of insulated, low-E, and clear glazing. Given the project's proximity to Midway Airport, and preliminary feedback from acoustical monitoring, all storefront and aluminum window assemblies are anticipated to require laminated-insulated glazing assemblies (STC 36) or double laminated insulating glazing (STC 39). For preliminary pricing STC 39 windows should be assumed with an alternate for STC 36 glazing assemblies. All first floor windows, and windows accessible at the second floor from a first floor window should receive window guards. Provide manufacturer anchor straps to locate window properly, tie air-barrier in to window sealant for continuity of the thermal envelope.

The first floor will be constructed as a reinforced slab on grade over a continuous vapor retarder installed over properly prepared subgrade of engineered fill. Input from a geotechnical engineer engaged by the Owner and evaluation of cost-effective options by the Design Build Entity will dictate the appropriate foundation design direction, refer to the Structural Basis of Design. Elevated slabs will be constructed of 6-1/2" normal weight concrete and composite metal deck, except areas separating the dining room from music rooms shall receive an additional 2" thick concrete assembly. Spray-applied fireproofing material will be provided to all second floor supporting steel as required by the building code. Due to the anticipated building height exceeding 30', in accordance with BIA recommendations, shelf angles will be required to support brick veneer at mid-height, and a second shelf angle will be required at the roof deck to eliminate differential movement between roof and wall framing to accommodate roof scupper flashings.

The entry vestibules will consist of aluminum storefront and insulated, low-E glazing with a laminated inboard glazing lite. Glazing at corridor nodes will be of storefront and low-e laminated glazing assemblies. All windows and storefront shall receive limestone or precast concrete sills with drip-edges secured with appropriate anchorage to prevent overturn. Walls shall be fully flashed and weeped at all terminations (base of wall, shelf angles, below sills, above lintels, wall offsets, etc.) Cell vents will be provided to convey water from the cavity to the exterior. Where spacing of cell vents exceeds recommended distances, or where located beneath stone sills, cotton sash rope weeps shall be installed.

Envelope enclosing roofs will be constructed of steel beams, joists, and insulated concrete deck with a modifiedbituminous membrane system and reflective coating meeting LEED criteria. The envelope will be designed in accordance with the City of Chicago Energy Conservation Code, Section 18-13, Table 13, or the ASHRAE 90.1-2004, TABLE 5.5-5 Building Envelope Requirements for Climate Zone 5A, whichever is stricter.

The following outlines key envelope systems and recent directives from CPS regarding envelope systems:

1. Typical (class A) roof assembly:

Two-ply SBS modified bituminous roofing system: membrane and cap sheet with flashing and auxiliary
materials as required. Cap sheet shall have Solar Reflectance Index (SRI) of 78 minimum.

SECTION III - SCOPE AND PERFORMANCE CRITERIA

- Continuous 1/2" cover board set in hot asphalt
- (2) layers 2-1/2" polyisocyanurate insulation with staggered joints, first layer set in asphalt (min. R-30);
 (3) layers of 2" insulation may be considered as an alternate.
- Tapered insulation saddles (as required) to provide min. 1/4" per foot positive slope to drains
- Temporary roof/ roofing vapor retarder
- Substrate: Composite concrete roof deck, 6-1/2" total thickness of normal weight concrete over metal roof deck at all locations. Concrete roof deck provided for acoustical mitigation.
- Steel roof framing
- Where roof beams abut exterior walls that rest on foundations, and where mid-span deflection is anticipated, an insulated deflection curb will be provided to mitigate stress on the roof membrane. However, concept wall sections anticipate parapet framing configurations which eliminate the need for such deflection curbs at typical parapet locations.
- Parapets will be detailed with rigid board insulation and spray-polyurethane insulation to mitigate thermal transfer and bridging from exterior of building to exterior.
- Additionally, per CPS standard guidelines, perimeter roof drains are preferred where roof top
 mechanical units are employed. As such, RTU locations will be proposed in the central portion of the
 roofs and drainage directed away from these units. The roof-top chiller shall be enclosed with an
 acoustical enclosure with access for routine maintenance, and roof-level non-freeze / drainable
 hydrants, convenient outlets, and lighting at equipment enclosures.

2. Typical masonry veneer assembly on cast-in-place concrete or CMU:

- 4" nominal utility face brick w/ties @16" o.c. max. spacing (engineered anchorage)
- 1-1/2" 2" air-space
- Mortar collection mesh / cavity drainage material at all flashing locations (above all thru-wall flashing)
- Thru-wall flashing at base-of-wall, at wall offsets, above loose angle lintels, and above shelf angles
 installed to convey cavity moisture to exterior of the building, installed with end-dams at all breaks.
- 2-1/2" polystyrene, min. R-12.5 total (or as required for compliance with energy code)
- Continuous fluid-applied air and water barrier detailed for integration with all fenestration systems
- Reinforced concrete or CMU, painted, interior exterior shall receive an elastomeric coating, custom color.
- Flashings as required, including thru-wall & cell-vents w/s.s. drip-edge, vapor-barrier transitions, and end-dams at all breaks
- Sills shall receive cast stone copings with sloped top and drip edge. Interior sills shall receive firetreated lattice and ½" solid-surface sills, perimeter caulked.
- Shelf angles and lintels where required for brick veneer, shelf angles supported from perimeter beams and/or slab edges. Detailed to mitigate thermal bridging and/or thermal transfer.
- Fire-treated wood blocking as required.
- Mineral wool or sprayed polyurethane foam insulation at perimeter tracks of door and window openings

3. Typical masonry veneer assembly on cold-formed framing:

- 4" nominal utility face brick w/ties @16" o.c. max. spacing (engineered anchorage)
- 1-1/2" 2" air-space
- Mortar collection mesh / cavity drainage material at all flashing locations (above all thru-wall flashing).
- Thru-wall flashing at base-of-wall, at wall offsets, above loose angle lintels, and above shelf angles
 installed to convey cavity moisture to exterior of the building, installed with end-dams at all breaks.
- 2-1/2" polystyrene, min. R-12.5 total (or as required for compliance with energy code).
- Continuous sheet-applied air and vapor barrier (including all compatible transition flashings for continuity)
- 5/8" exterior glass-mat sheathing
- 6" nominal cold-formed framing (delegated design), including all lintels, etc., for fully engineered system
- 5/8" type "X" fire-resistive gypsum board (direct applied to cold-formed framing), staggered each layer, inside face shall be abuse-resistant type, painted.
- Sills shall receive cast stone copings with sloped top and drip edge, windows shall provide prefinished aluminum sill, head, and jamb extensions as required to conceal gypsum board from damage. Interior

sills shall receive fire-treated lattice and ½" solid-surface sills, perimeter caulked.

- Shelf angles and lintels where required for brick veneer, shelf angles supported from perimeter beams and/or slab edges. Detailed to mitigate thermal bridging and/or thermal transfer.
- Fire-treated wood blocking as required.
- Mineral wool or sprayed polyurethane foam insulation at perimeter tracks of door and window openings

4. Exterior Fenestration and Glazing:

All classrooms and study rooms shall be provided with natural light (glazed area) of not less than 8% of the floor area in accordance with the Chicago Building Code. Natural ventilation is not required by code in schools provided with mechanical ventilation. Operable windows shall be provided with a 4" limiter and 5% or a minimum of one opening in compliance with accessibility clearances and operating forces. A minimum of one operable window, barrier-free (projecting type) requiring no pinching, twisting and less than 5lbs of operational force, shall be provided in each standard classroom.

The project shall incorporate thermally broken high-performance windows and storefront with 1" insulated glazing with low-e coating and a laminated inboard glazing lite. Glazing adjacent to doors or the floor shall be insulated and safety rated against breakage in accordance with ANSI Z97.1, the Safety Standard for Architectural Glazing Materials (16 CFR 1201). Storefront glazing in common areas (not protected by window guards) located within 8'-0" of finished grade / floor shall be safety rated / laminated per ASTM C 1172 complying with testing requirements in 16 CFR 1201 for Category II materials.

All exterior glazing assemblies shall be provided with laminated glazing to mitigate sound from exterior noise sources.

First floor windows to classrooms and classroom windows that are accessible via a one-story roof shall receive exterior window guards in accordance with Chicago Public Schools New Construction Design Guidelines.

- Windows shall be aluminum architectural windows (AW-60 performance grade) with insulated glazing.
 Operable units shall be project-out (awning) type meeting accessibility force requirements.
- Public entrances shall be storefront framing assemblies with wide-stile aluminum entrance doors.
 Aluminum entrance doors are permitted to have glass vision lites and glazed transoms.
- Exterior service doors shall be insulated core, fiber-reinforced polymer (FRP) sheathed and shop finished. Frames shall be aluminum and thermally broken. All exterior doors shall be equipped with sweeps.

An energy model will be developed to review compliance with LEED and code required energy performance. Typical exterior glazing (unless noted or required otherwise) has been assumed to be: 1- inch thick insulated, laminated exterior glass assembly. The unit shall consist of a 1/4" thick low-E outboard lite with PPG Solarban 70XL or Viracon VNE 63 on the #2 surface, 1/2" airspace and an inboard laminated lite of 1/8" clear glazing, 0.30 PVB layer, and 1/8" clear glazing. Other manufacturer's products will be considered subject to meeting the performance criteria specified herein. Units shall have the following performance characteristics:

- Visible light transmittance: 65% minimum
- Solar energy transmittance: 25% maximum
- Ultraviolet transmittance: 6% maximum
- Exterior visible light reflectance: 11%
- Interior visible light reflectance: 12%
- Solar energy reflectance: 52%
- U-value (winter nighttime): 0.29 Btu/(hr x sq.ft. x deg-F) maximum
- U-value (summer daytime): 0.27 Btu/(hr x sq.ft. x deg-F) maximum
- Shading Coefficient: 0.31
- Relative heat gain: 66 Btu/hr x sq.ft.
- Solar heat gain coefficient: 0.27 maximum

Sound transfer: STC-39

5. Foundation Perimeter:

The perimeter foundation walls and/or grade beams shall receive 2" of polystyrene board insulation from top of footing to top of wall; the top of the insulation shall be protected against delamination, damage and UV degradation. All foundation wall penetrations shall be sealed to prevent groundwater intrusion. All cold joints shall be water-stopped in areas subject to migration of groundwater.

The design team shall review the geotechnical recommendations with respect to the environmental remediation requirements and modify the foundation design, if recommended by CPS Environmental Consultant to minimize off-site spoils and material import.

D. ACOUSTICAL

1. Existing Site Monitoring – preliminary findings

Shiner & Associate installed sound monitoring instrumentation over several days on the week of December 10 (a four day analysis). A preliminary analysis of the data indicates hourly Leq (energy average sound level) ranging from 69 to 75 dBA between 8:00 a.m. and 4:00 p.m.

Using LEED for Schools maximum sound level of 45 dBA and FAA's hourly criterion of 45 dBA for interior classroom sound level, windows with laminated-insulating (STC 36) or double laminated insulating glazing (STC 39) will be required as well as an upgraded roof with 4" minimum LWT concrete.

E. CIVIL

1. Existing Site Conditions

The proposed project site is located in the Clearing East area of the city of Chicago, IL, and is bounded by W. 64th Pl., Long Ave., W. 65th St., and S. Linder Ave. The project is approximately 3.65 acres in size.

2. Proposed Improvements

The Civil design shall be in accordance with the Chicago Public School Program, Public Building Commission of Chicago Site Development Guidelines, Chicago Landscape Ordinance requirements, Chicago Department of Transportation requirements, Department of Planning & Development requirements, LEED requirements (LEED Silver minimum), and requirements of the City of Chicago Sustainability Matrix.

The proposed scope of the work requires removal of the existing asphalt parking lot to construct a new school building and site improvements. The project will add a new parking lot at the northeast corner of the site.

3. Due Diligence:

- A draft property survey has been prepared by a consultant engaged by the PBC to identify the site dimensions, easements, topography, location of existing utilities, etc. New public way dedication work, height reduction relief, and setback relief will be pursued with the assistance of a zoning attorney engaged by the Owner.
- The site is currently zoned RS-2, a mandatory Planned Development will be pursued by the Owner because the site exceeds 2 acres in size. The planned development will seek and obtain relief for height restrictions by the Federal Aviation Administration (FAA), the Department of Aviation, and Department of Planning and Development (DPD) for height and setback relief not permitted by the underlying zoning. Exhibits and supporting documentation will be required by the selected design team as designated by the Owner's Zoning Attorney..
- A geotechnical engineer was engaged by the Owner to conduct testing and a report that outlines the impacts (if any) of the existing underlying soil strata for structures and site improvements. A copy of the draft report is available through the PBC.
- A traffic study has been conducted by a consultant engaged by the Owner to determine the existing traffic routing and to support the public way improvement and vehicular way strategy. Results of this study are forthcoming.

4. Earthwork:

Excavation shall be performed in accordance with IDOT Standard Specifications for Road and Bridge Construction (latest edition) and shall also include the following:

- Excavation to design subgrade ±0.1'.
- Hauling, placement, and compaction of excavated material to 95% Standard Proctor Density, in fill areas.
- De-icing and drying of suitable materials to obtain proper compaction.
- Borrow excavation to obtain suitable material.
- Undercutting, hauling, and placement of unsuitable materials to non-structural fill areas.
- Handling, hauling, and placement of all excess spoil, to fill areas.
- Import or export of material necessary to bring site to final grade.
- Fill to obtain desired subgrade shall be coordinated with stormwater management objectives.

5. Underground Utility Improvements:

- All underground utility improvements shall be constructed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, and the City of Chicago Department of Water Management (CDWM).
- Select granular trench backfill will be required for all storm sewer trenches lying under existing or proposed streets, loading dock or sidewalks, and within 24" thereof. Trench materials shall be Illinois Department of Transportation CA-6 gradation.
- Manholes, catch basins, and inlets shall be constructed of reinforced precast concrete ring construction with tongue and groove joints in conformance with ASTM C-478.

6. Sanitary/Combined Sewer:

- Pipe material shall be of water main quality, Ductile Iron Pipe (DIP), Class 56 or equivalent or Extra Strength Vitrified Clay Pipe, ASTM C-700 specification, with PVC compression collar seal type joints conforming to ASTM Specification D 1784.
- Pipe bedding shall consist of compacted aggregate, CA-11, placed 6" below to springline of pipe, and compacted FA-6 from springline of the pipe to 12" above for the width of the trench. Up to 25% RAP allowable for base course aggregate as long as required gradation is maintained.
- Frames and lids shall be as specified by the DWM and shall include an external 10" elastomeric band extending from the frame to the manhole.
- Testing and televising of sanitary sewer shall be in accordance with the Standard Specifications for Sewer and Water Main Construction and City of Chicago Department of Water Management.

7. Storm Sewer:

- Pipe material shall be reinforced concrete pipe for pipes greater than 21 inches, ASTM C-76, Class III, Wall-B O-ring joints is the minimum requirement. Pipe material shall be DIP, Extra Strength Vitrified Clay Pipe [ESVCP] or PVC-SDR-26 for pipes 21" and smaller in diameter.
- Pipe bedding shall consist of Illinois Department of Transportation CA-11 gradation compacted from 6" below to the spring line of the pipe and compacted CA-11 or CA-16 from springline of the pipe to 12" above, over the trench width. Up to 25% RAP allowable for base course aggregate as long as required gradation is maintained.
- Frame and lids shall be as specified by the City of Chicago Department of Water Management.

8. Paving Improvements:

- Subgrade preparation shall include final grading of the pavement subgrade to ±1" with an average subgrade elevation of ±0.02' from the proposed subgrade elevation.
- Aggregate base course for concrete pavements shall be constructed in conformance with Section
- 351. It shall be type "B" with a CA-6 gradation, unless otherwise specified. Up to 25% RAP allowable for base course aggregate as long as required gradation is maintained.
- Concrete sidewalks shall be 5" thick with a 6" aggregate base. The concrete shall be 3,500 psi air entrained. A ½" pre-molded expansion joint shall be provided at minimum 30' intervals and tooled

contraction joints at 5' centers will be required. Maximize recycled content for concrete; substitute flyash and slag for up to 40% of cementitious material.

- Combination concrete curb and gutter shall be B6.12. Construction will conform to Section 606 of the Illinois Standard Specifications. The concrete shall be Class SI in accordance with Section 720. Maximize recycled content for concrete. Substitute fly-ash and slag for up to 40% of cementitious material.
- Concrete pavement for driveways shall be 8" thick with 6" CA-6 granular base. The concrete shall be equivalent to IDOT class PV concrete and conform to Section 1020. Provide 3/4" pre- molded expansion joints at 30' intervals and tooled contraction joints at 10' centers.
- Pavement markings shall be thermoplastic in accordance with Illinois Department of Transportation T501 of the Standard Specifications for Traffic Control Items.

9. Demolition and Site Clearing:

- Earthwork removal will be in accordance with the environmental investigation reports and shall be in
 accordance with IEPA regulations for Subtitle D, CCCD, or any other landfill identified in the anticipated
 environmental investigation report.
- Demolition is anticipated for the existing asphalt parking lot that stretches over the entire site. All utility
 service connections that are in conflict will be removed, abandoned, and/or disconnected for service.
 Coordinate all service disconnects with service providers.

10. Erosion control measures:

- Construction fence with dust screening at property boundary
- Silt fence at property boundary
- Inlet filters at all proposed and existing catch basins
- Temporary seeding at all stock piles
- Permanent erosion control blankets and seeding at all berms

F. AT GRADE IMPROVEMENTS

- 1. Pavement (pending coordination with geotechnical engineer and their forthcoming report):
 - Two-lane concrete pavement access drive.
 - Concrete barrier curb and gutter shall line the access drive.
 - 5" concrete walk with 6" base will provide access to the entry ways of the building. Bike parking will be
 provided north of the building.
 - Improvements to the ROW include new 5" concrete walk with 6" base on all 4 sides of the block, as well as new ADA ramps at the intersections. At this time condition and compliance of all adjacent roadways ADA ramps, curbs, and gutters are not known. At a minimum, assume full street asphalt surface course restoration per The City of Chicago Department of Transportation requirements. Design Build entity shall coordinate and comply with restoration requirements of Bedford Park on the south portion of the site as required.

2. Site Grading:

Grading of site pavements will follow Chicago Department of Water Management (CDWM) requirements for drainage, with a minimum slope of 1.0%. All pedestrian paving onsite will meet the Mayor's Office for People with Disabilities (MOPD) and Illinois Accessibility Code (IAC) requirements for grading and slopes for accessibility. Drainage of site areas will consist of routing landscape and pavement areas to a series of catch basins, trench drains, and inlets that will connect to the site detention storage area and ultimately outfall to a sewer connection in W 64th Place.

3. Stormwater Detention Requirements:

- The proposed project is a regulated development as defined by the City of Chicago Department of Water Management (CDWM). As such, stormwater detention will be required for the project.
- The CDWM requires two different stormwater components: Rate Control and Volume Control. Rate control is stormwater that will be temporarily stored in an onsite detention system, and volume control is

stormwater that will be retained on site.

- At this time the project has not determined if it will upgrade the detention and volume control systems to achieve the requirements set out by The Sustainable Development Policy, this should be further investigated by the selected design build entity.
- 4. Stormwater Assumptions (subject to further review by DWM and informed by geotechnical conditions):
 - We have assumed approximately 3.65 acres of disturbed site area.
 - Preliminary calculations have been completed to determine the site sewer capacity. Based on the City
 of Chicago's sewer infrastructure the site has a release or 0.30 cfs/ac. The release rate is based on the
 area's outfall at the "Learnington Sewer Tributary Area" drainage basin.
 - We estimated areas of impervious and pervious (landscape) site in order to calculate the detention per CDWM code requirements.
 - We assume there is no off-site drainage flowing into the School property.

Rate Control:

The preliminary stormwater detention required for the site is 58,000 cubic feet.

Volume Control:

Volume control requirements shall be evaluated based upon the geotechnical report. The site will require a volume control component based on CDWM regulations.

Detention:

Detention is anticipated to be handled in aggregate beneath the new parking lot.

5. Underground Utility Improvements:

- The new school will require sanitary, storm, electrical, communication, gas, and water services.
- Electric Service: ComEd furnished utility fed to a new transformer at the northwest corner of the site. Coordinate service size and location with provider.
- Gas Service: Anticipated to be pulled from the existing gas line in S. Linder Avenue. Coordinate service size and location with People's Gas.
- Water: The new water service is anticipated to connect to the city water main in S. Linder Avenue. Coordinate with the Department of Water Management.
- Storm Service: Storm for the building and subsurface parking area will be routed to the detention stone below the parking lot. A connection is proposed to W 64th Place.
- Sanitary Service: The sanitary service will exit the building at the west and tie into a combined manhole which will discharge to the sewer in S. Linder Avenue.

6. LEED SSc4 – Rainwater Management:

• It will be verified throughout the design process if this credit will be achievable.

7. Outstanding Items Required for Civil Engineering Design:

- A final survey incorporating all utilities and grades at and across from cross-walks, in .dwg format.
- Final geotechnical report with any additional clarifications required for design.
- Environmental Remedial Action Plan.
- OUC Atlases sent to Surveyor by City of Chicago.
- Ground Penetrating Radar.

G. LANDSCAPE

1. Proposed Improvements

The landscape design shall be in accordance with the Chicago Public School Program, Public Building Commission of Chicago Site Development Guidelines, Department of Planning & Development requirements, Chicago Landscape Ordinance requirements, Chicago Department of Transportation requirements, LEED requirements (LEED Silver minimum), and requirements of the City of Chicago Sustainability Matrix.

2. Existing Parcel:

 The referenced project is located in the Clearing East area, just south of Chicago Midway Intl. Airport, on an empty site just south of Grimes Elementary School and situated directly within the FAA flight path. Concrete sidewalks are along all four property lines and existing parkway trees are along the east, west and north property lines.

3. Proposed Project:

- The scope of the school project is to construct a new building to allow for growth. The project will add a
 new parking lot at the northeast corner of the site.
- The landscape design shall be in accordance with the Chicago Public School Program, Public Building Commission of Chicago Site Development Guidelines, and the Chicago Landscape Ordinance. Landscaping shall be designed to complement the adjacent setting and proposed building and is anticipated to include code required parkway, building foundation landscape, and landscape restoration for disturbed areas of the site. Additionally, pedestrian hardscape and landscape planting areas are included to improving pedestrian safety and paths of travel throughout and around the site. An artificial turf field with underground detention will be located at the northeast corner of the site.

4. Lawns:

Lawn areas shall have a minimum of 6" pulverized topsoil with required amendments

5. Mulch:

- Hardwood shredded mulch will be incorporated in all areas of plantings
- All mulched areas will be 3" thick (minimum) with weed barrier

6. Site Plantings:

• All proposed plantings within the limit of construction will be adaptive and drought tolerant species. Plantings shall include shrubs, ornamental grasses, perennials, and ground covers. Trees shall be min. 4" caliper for shade trees, 10' ht. for ornamental trees and evergreen trees. Tree pit areas shall be dug 2x the size of the rootball and backfilled with amended topsoil. Shrub, perennial and groundcover planting beds shall be backfilled with 24" of pulverized topsoil with required amendments.

7. Parkway Planting:

The existing parkway planting shall be assessed in detail by the Landscape Architect and additional trees provided as needed to meet the requirements of the Chicago Landscape Ordinance. Pending receipt of the final topographic survey, we estimate the following will be required:

- Three (3) existing street trees will need to be removed along W. 64th Place due to the new vehicular access drive for loading dock.
- One (1) 4" caliper shade trees will be required to supplement the existing parkway trees along S. Linder Ave.
- Four (4) 4" caliper shade trees will be required to supplement the existing parkway trees along W.
 64th Place.
- One (1) 4" caliper shade trees will be required to supplement the existing parkway trees along S. Long Ave.

8. Irrigation:

Drainable, non-freeze hose bibbs will be installed to water site landscape during plant establishment
period and extreme periods of drought. CPS design guidelines prohibit permanent irrigation systems.
Lockable hose bibbs will be located around the perimeter of the building to provide access to plantings
with a standard 100' hose. Hose bibbs shall be equipped with backflow preventers and double-check
detector valves as required by code.

9. Parking Area:

• The proposed parking lot will be at grade, perimeter screening and interior landscape will be required.

10. Fencing:

Perimeter ornamental fencing will be required around parking lots and around the school site with either
manual sliding or hinged vehicular gates and manual swing pedestrian gates. New gates will be
provided as required to provide access and egress from building doors. Ornamental fencing and gates
are required around the gas meter assembly and electrical transformers outside the building.

11. Trash Enclosure:

 The refuse compactor, delivery loading berth, and recycling area are proposed to be enclosed within a building enclosure. Access will be granted via motorized overhead door and a pedestrian door. An Al Phone will be located at this door as prescribed in the CPS Design Guidelines and standards.

12. Site Furnishings:

Site furnishings will be distributed throughout the site and adjacent the annex to accommodate programming for the facility as well as user needs and comfort. Furnishings may include:

- Benches
- Trash receptacles
- (33) bicycle racks
- 4' ornamental fence on the north and east sides of the parking lot with access gates.
- 4' ornamental fence on the south and east sides of the property.
- Trash enclosure and loading berth are proposed to be enclosed in the building.

13. Green Roof:

No green roof is proposed as part of this project.

14. LEED:

 LEED Silver, minimum is required for the project, the precise path of compliance shall be finalized by the design team in subsequent project development. Requirements shall be proposed and approved by PBC and CPS in advance, particularly those requiring up-front cost and/or ongoing maintenance or reporting.

15. Sustainability:

 Project will comply with the Chicago Sustainable Development Policy 2017. The precise path for compliance shall be determined by the design team in coordination with the PBC and CPS.

16. Permits / Approvals:

It is anticipated that the landscape scope of this project will be permitted through the following agencies:

- City of Chicago Department of Buildings Landscape Zoning Review
- City of Chicago Department of Streets and Sanitation Bureau of Forestry
- Other permits as required by the City of Chicago

H. STRUCTURAL

1. Structural Design

The structure of the Hancock Replacement School shall be steel frame with cold-formed framing exterior Architectural enclosure of the new Hancock Replacement School will be brick with cold-formed framing (steel stud) back up. This structural systems employed are, in large part, dictated by the Chicago Public Schools Design Guidelines and standards, technical memoranda and similar documentation. The selected systems take into account the following:

- The speed with which building enclosure can be achieved.
- Ease and cost of construction
- Type and thickness of concrete to minimize moisture issues affecting finished flooring
- Suitability of structural system for future modifications.

2. Foundations

A DRAFT geotechnical report for the site has been prepared by Weaver Consultants Group, dated January 11, 2019. This report was based on an anticipated 2-story structure. Based upon the site investigation and anticipated loading conditions for a two-story structure the proposed building could be supported on deep foundations (drilled piers) to transfer loads through the upper fill material and soft clay, and into the hard clay layer. Depending on the factored design loads, the building could also be supported on shallow spread footings provided that unstable material is removed and replaced with suitable compacted structural fill. A copy of the report shall be obtained with detailed recommendations for each. The successful Design Build entity shall consult with the geotechnical engineer on recommendations should a 3-story building be considered.

3. First Floor Assembly

The first floor shall receive a 5" reinforced concrete slab-on-grade with WWF and thickened slabs at edges and at door threshold conditions.

4. Elevated Floor Assemblies

The floor framing of the building shall consist of 2" composite metal deck with 4 1/2" Normal weight concrete slab supported on composite steel beams spaced at 7' to 8'-6" on centers with girders spaced at 25'(+/-) on centers, with larger 30'(+/-) and 45'(+/-) bays at the gymnatorium and locker areas. The portion of the second floor, above the dining room, shall consist of 2" composite metal deck with 6" Normal weight concrete slab supported on composite steel beams spaced at 6'-8" on centers to enhance acoustic performance. The composite beam spans vary from 30' (typical) to 45'. The floor framing shall be supported on W10 wide flange steel columns. The column locations and the spacing shall be determined as the design is further developed. Fire-rated concrete-encased round steel jackets (Firetrol or similar) shall be provided in architecturally prominent areas including lobbies, corridor entrances, and the Dining room where exposed for aesthetics and durability.

Stairs shall be metal pan with concrete infill, delegated design by the installer.

5. Roof Framing Assembly

Due to the school's proximity to the airport, concrete will be employed at the roof. The roof structure will consist of composite metal deck with concrete topping, similar to the floor framing. The composite slab will be supported by composite wide flange beams. The portion of the roof over the large span gymnasium area will be supported by 72" composite steel joists spaced at 8'-0(+/-) on centers.

6. Lateral System

The lateral load resisting system is envisioned as steel braced frames in each direction. The location of the bracing shall be refined as the design progresses.

7. Outstanding Items Required for Structural Design:

- Geotechnical report outlining soil profiles, water table, foundation system recommendations, slab-ongrade recommendations, anticipated differential settlement, and anticipated maximum settlement.
- A final boundary and topographic survey with existing utilities, easements, and topographic information that can be correlated to the geotechnical report boring elevations.

8. Codes and Technical References

The design of the structural systems shall conform to the following:

- Governing Building Code
- ANSI-A58.1 & ASCE 7: Minimum Design Loads for Buildings
- Structural Steel: AISC Specification for Structural Steel Buildings
- Concrete: ACI 318 Building Code Requirements for Structural Concrete
- Precast Concrete: PCI Design Handbook Latest Edition
- Masonry: ACI 530 Building Code Requirements for Concrete Masonry Structures
- Cold Formed: AISI North American Specification for the Design of Cold Formed Steel Structures

SECTION III - SCOPE AND PERFORMANCE CRITERIA

- Steel Deck: SDI Diaphragm Design Manual
- Elevators and Escalators: ASME A17.1 Safety Code for Elevators and Escalators

9. Design Criteria

The design of the structural systems shall comply with the following:

Dead Load

 2" Metal Deck + 4 1/2" N. WT. Concrete Slab 2" Metal Deck + 6" N. WT. Concrete Slab Structure Partitions MEP Roofing + Insulation Misc RTUs 	= 69 psf = 88 psf = 7 psf = 20 psf = 15 psf = 12 psf = 5 psf = Operating Weights Per Mech. Data
Live Load Classrooms (Typ.) Public Areas Corridors Stairs, Lobbies Library Stacks Mechanical Rooms Storage	 = 40 psf + Partitions = 100 psf = 100 psf = 100 psf = 150 psf = 150 psf = 125 psf
Snow Load Uniform Drift	= 25 psf = 60 psf (16' width)
Wind Load Structure Cladding Cladding Uplift (Canopy) Thrust on Handrails and railings 	 = 20 psf = 25 psf (Typical) = 30 psf (Corners) = 40 psf = 50 plf (on top horiz. and vert. Stairway or 200 lbs at any point)

I. MECHANICAL

1. Design Criteria

- a. The design of the mechanical systems shall conform to the following:
 - City of Chicago Building Code
 - NFPA-90 Air-Conditioning and Ventilation System
 - Chicago Mechanical Code
 - Chicago Energy Conservation Code
 - IECC 2015
 - CPS Design Guidelines, master specifications, and clarification memoranda
- b. The design of the mechanical systems shall conform to the following standards:
 - ASHRAE 90.1-2007: Energy Standard (For LEED Only)
 - ASHRAE 62.1-2007: Ventilation Standard
 - ASHRAE 55-2005: Thermal Comfort
 - ASHRAE 55.2-2004: Filtration Standard
 - ANSI American National Standards Institute

SECTION III - SCOPE AND PERFORMANCE CRITERIA

- ASME American Society of Mechanical Engineers
- SMACNA Sheet Metal and Air-Conditioning Contractors National Association
- AMCA Standards
- CPS Mechanical Standards and memoranda
- c. Outdoor Design Conditions:
 - Summer (DB/WB): 91.7°F / 74.9°F
 - Winter (DB): -10°F
- d. Indoor Design Conditions:
 - i. Summer
 - a) Occupied: 75°F
 - b) Unoccupied: 85°F
 - c) Relative Humidity (RH): 50%
 - ii. Winter
 - a) Occupied: 70°F
 - b) Unoccupied: 60°F
 - c) Relative Humidity (RH): 25%
 - iii. Kitchen & Gymnatorium
 - a) Occupied (winter): 80°F
 - b) Relative Humidity (RH summer): 50%

2. Primary Heating System

The school will be served via a hot water heating system. The system will consist of two (2) high efficiency condensing hot water boilers each sized at 70% capacity. A mixture of water and 30% propylene glycol will be circulated to variable air volume (VAV) boxes and heating coils via a circulation pump with VFD and 100% standby configuration. The boilers and the pumps will be located in the mechanical room.

3. Primary Chilled Water System

The chilled water-cooling plant will consist of an energy efficiency air-cooled screw chiller surrounded by an acoustical screen. The chiller will have two (2) refrigerant circuits with R134A as the refrigerant. A mixture of water and 30% propylene glycol will be circulated in the chilled water loop via pumps. The pumps will be primary pumps with 100% standby configuration and with VFDs.

4. Air Side Systems

The school will be served via air handling units for the following zones mounted on the roof:

- a. Educational spaces far east zone
- b. Educational spaces east-central
- c. Educational spaces north zone & administration center
- d. Dining, Kitchen, and support spaces
- e. Gymnasium and Stage
- f. Music and supplementary Athletic spaces

The typical air handling unit will have a dual temperature coil with either chilled water from the water- cooled chiller or hot water from the boiler. The unit will be equipped with variable frequency drive fans for both supply and return. The unit will be provided with an outside air monitoring station, demand control ventilation controls and MERV 13 filters.

Air will be distributed via medium pressure ductwork with VAV boxes and reheat coils where necessary. The air flow will be controlled via VFD fans in the air handling unit. The VAV minimum airflow will be the greater of the zone minimum outside air requirement or 1/3 the Chicago code supply air requirement or the airflow rate of the zone continuous direct exhaust. The ductwork for the interior zone downstream of the VAV with reheat coil will be provided with a motorized damper.

The return air will transfer back to the air handling units via plenum return to be mixed/blended with the code required fresh air.

The MDF room will be provided with a low ambient split system for cooling year round.

5. Exhaust System

Code required exhaust will be provided for the kitchen, toilets, and janitor closets. Toilet and Janitor Closet exhaust fans will be controlled via time of day schedule. The kitchen exhaust will be controlled manually via a switch. Separate exhaust will be provided for electrical distribution and elevator machine rooms which will be controlled via local thermostat setting as per CPS Guidelines. Make-up air shall be conveyed via transfer duct, with fire-rated dampers in fire-rated walls.

6. Controls System

Static pressure sensors and controllers will be utilized for the variable air volume control. Air monitoring devices will be provided to maintain proper supply and return air differential for building pressurization. All individual and multi-occupant spaces will be provided with thermal comfort controls (quantities per CPS Design Guidelines) accessible to at least 50% of the occupants in that space. Occupancy sensors (quantities per CPS Design Guidelines) will be provided in each space except the gymnatorium, locker rooms, toilets, common areas, kitchen, cafeteria, library, and offices. CO2 sensors (quantities per CPS Design Guidelines) will be provided in each space except locker rooms, toilets, janitor closets, common areas, offices and classrooms. All sensors and controllers will be tied into a central building automation system (BAS).

7. Building Automation System (BAS)

The school will be provided with a Building Management System to control all components of the HVAC system. The building automation system will comply with ASHRAE/ANSI 135 BACNet and CPS Mechanical Standards: Control Standards.

8. Classrooms

In classrooms, supply air from the air handling unit through the VAV box will be supplied to the space ceiling mounted diffusers. Return air from the classroom will transfer into the corridor return plenum (if mandated by the city a complete ducted return system may be required in place of the plenum return system).

Each classroom will be provided with temperature and occupancy sensors tied to the BAS. No CO2 sensors will be provided in the classrooms.

9. Toilets

Heating to the toilets will be provided by hot water radiant panels. Roof mounted exhaust fans will provide the code required exhaust from each bathroom. Transfer air shall be provided via transfer ducts to adjacent common areas, door undercuts and door mounted transfer grilles are prohibited at all locations (all doors receive sweeps for rodent deterrent, code authority prohibits door dampers as the fusible links will not activate in a timely manner). Where transfer or make-up air is required it shall be achieved via transfer ducts with fire-rated dampers if required by code.

10. Gymnatorium

The air flow will be controlled via VFD fans in the air handling unit. The code required fresh air will be provided via the air handling unit. The gymnatorium is intended to be used as two separate zones (Gym and Stage) and the AHU system will require VAV boxes with reheat to allow this zoning. The location of diffusers and air flow rate should be carefully reviewed to prevent 'curtain flutter' for stage curtains.

11. Vestibules and Stairs

Vestibules and Stairs will be heated by hot water cabinet unit heaters. Supplemental supply air may be considered to preclude the possibility of sprinkler head freezing during cold-weather arrival/departure periods; design engineer to review.

12. Mechanical Rooms and other Support Spaces

Mechanical rooms and other support spaces such as Storage Rooms will be heated by hot water cabinet or unit heaters. Per code requirements for electrical rooms, Electrical Rooms will be heated via electric unit heater. Exterior storage spaces and yard storage rooms will be heated via gas unit heaters.

13. Piping

Piping sizing will be designed pursuant to ASHRAE Fundamentals. Materials used for piping will be as per CPS Design Guidelines and CPS Guideline Specifications. CPS Standard procedures for installation of piping shall be used.

Piping shall include expansion loops at building expansion joints and as required due to the assembly length.

14. Ductwork

All medium pressure and low pressure ductwork will be sized for velocities and pressure drop as stated in ASHRAE Fundamentals and/or CPS Design Guidelines and Specifications. All intake and exhaust louvers and grilles will be sized in accordance with CPS Design Guidelines and standards. Ductwork will not have any internal lining for insulation. CPS Standard procedures for insulation, material and installation of ductwork will be used.

Ductwork shall be provided with expansion / movement capability where crossing building expansion joints.

15. Acoustics

No internal lining in the ductwork shall be employed for noise attenuation. Sound attenuators will be provided at the supply and return of the air handling units and wherever required as per Acoustical Consultant engaged by the design build entity.

J. PLUMBING

1. Summary of Design Criteria and Standards

From the referenced standards provided by CPS, the following most recently adopted versions of the following codes have particular impact in the assessment of the plumbing and fire protection requirements.

- a. City of Chicago Building Code
- b. CPS Design Guidelines Chapter 7
- c. Chicago MOPD requirements
- d. NFPA 10, 13, 20, 24, and 25.
- e. USGBC: Applicable LEED™ Requirements
- f. ADA: Americans with Disabilities Act
- g. IAC: Illinois Accessibility Code
- h. IDPH 270/280: Illinois Department of Public
- i. City of Chicago Energy Conservation Code
- j. State of Illinois Energy Code
- k. OSHA: Occupational Safety and Health Administration
- I. CEC: Chicago Energy Conservation Code
- m. AGA: American Gas Association
- n. MSS: Manufacturers Standardization Society of the Valve and Fittings Industry
- o. Municipal Plumbing Code of Chicago
- p. Illinois Plumbing Code (IPC)
- q. City of Chicago Department of Water Management
- r. City of Chicago Accessibility Code
- s. Chicago Bureau of Fire Prevention Requirements
- t. Chicago Storm Water Ordinance

2. Building Utilities

The Hancock Replacement School requires a combined water service per the Chicago Department of Water management (CDWM hereafter). A main two-source 8" ductile iron incoming combined water service will be required based upon the design requirements. Two-source water is required for an increase to the maximum travel distance in accordance with Chicago Building Code 10(13-160-150)(b). The automatic sprinkler system shall be supervised and provided with an emergency power supply. Combined service inside the building shall be split into a 4" domestic water line with a water meter, and a new 6" fire service with a double check detector assembly will supply the facility.

The facility will be served by two sanitary sewers (approximately 6" and 4") and one storm sewer (approximately 15"). Standard sanitary waste will collect into the 6" building drain and leave separate from the Kitchen Waste, which will exit the building into an exterior grease separator prior to connection to the sewer. Sewers will drain by gravity wherever possible.

3. Main systems

Based on the available water pressure in the City of Chicago, The Hancock Replacement School will require a domestic water booster pump system. A skid-mounted duplex, variable speed system shall be provided to deliver water as required by the system capacity, which shall be based on approximately 75% of the total fixture unit demand (approximately 135 gallons per minute) at the design head (approximately 70 feet) to maintain 35 psi operating at the most remote fixture and a maximum of 80 psi at any fixture in the building. Each pump shall be sized to handle 65% of the system capacity. The pump shall deliver water to the domestic water heating plant and subsequently to fixtures.

The water heating plant will be a duplex tank-type condensing system to provide 75% redundant capacity (two units at 75% each). Each unit will be capable of recovering 128 gallons per hour, at a 100°F temperature rise. Gas firing will be coordinated with the available natural gas pressure. Each heater will be served by an appropriately sized ASME-rated expansion tank sized on the total system water volume. Water will be heated and stored at 140°F, and distributed to the kitchen at this temperature for final boosting at dishwashers. Other spaces will receive lower temperature water at 120°F via a master thermostatic mixing valve located near the domestic water heaters, and further downstream will be controlled by individual thermostatic mixing valves at individual fixtures. Hot water distribution to all hot water fixtures will be circulated with return pumps via a programmable timer or aqua stat.

4. Piping

Piping will be sized to limit pressure drop to 2 psi / 100 feet of piping. The incoming water service to the pump header will be sized at 5 feet per the Chicago Plumbing Code. Other pipe velocities will be selected in addition to the pressure drop requirements not to exceed those values set out in the CPS plumbing guidelines section 7.1.2.3

4" domestic cold water and 2 1/2" domestic hot water distribution will be routed in the ceiling of the new building to all the plumbing equipment and fixtures. All piping to be type L copper.

5. Terminal equipment

Fixtures will be selected in compliance with CPS standard specifications and LEED for the project. The following flow rates have been selected for fixtures:

- 0.5 GPM Lavatories
- 1.28 GPF Water Closets
- 0.125 Urinal
- 1.5 GPM Sinks
- 1.5 GPM Showers (If applicable)

An electric water cooler with bottle filling station will be provided in the gym and in the dining room. Recessed, vandal resistant stainless-steel electric water coolers will be provided.

Bathroom fixtures will be manually activated flush valve or metering lavatory faucet in public restrooms,

vitreous china. Single-user toilet rooms shall be equipped with automatic flush valve operation in accordance with CPS standards.

Provide mop basin in all janitor with elevated vacuum breaker.

Floor drains will be selected based on space usage and finished floor. In general, finished areas will be served by 6" round floor drains with vandal resistant covers. General utility and mechanical spaces will be provided with 8" round utility grade floor drains. Kitchen areas will have floor sinks and trough drains as required.

Domestic water will be provided to exterior non-freezing hose bibs connections downstream of a reduced pressure zone backflow preventer or testable double check detector assembly. Hose threaded connections within the building shall be provided with a vacuum breaker mounted 7'-6" above the finished floor. All accessible exterior hose connections will be vandal resistant and lockable.

Drainable non-freeze hydrants shall be provided near roof top air-handling units and the chiller for maintenance use.

Provide Oil Interceptor in the loading berth.

6. LEED Considerations

The project shall achieve LEED silver (minimum). Provide low flow plumbing fixtures in new building to meet achieve an indoor water reduction of 35% (3 points) minimum.

Provide separate private metering (Pulse output for BMS meter) to measure the total potable water use for the building consistent with LEED requirements.

K. FIRE PROTECTION

A complete automatic fire sprinkler system is required for the Hancock Replacement School. Two-source water shall be provided from the municipal system to the building for an increase to the maximum travel distance in accordance with Chicago Building Code 10(13-160-150)(b). Once inside the building the new 8" combined domestic water/fire service main will split to feed the domestic and fire system. The fire service main shall be a 6" diameter with double check detector assembly and bypass meter.

1. Main systems

New facility will be provided with a fire pump system sized at 500 GPM / 25 HP with a pump controller. The fire protection system will be installed with a pressure maintaining jockey pump.

A U.L. listed, vertical inline centrifugal type fire pump assembly will be selected to meet pressure and flow requirements. The pump assembly will include a reduced voltage starting pump controller and integral automatic transfer switch. A pressure maintenance pump assembly will be provided complete with controller. Separate sprinkler zones will be provided for each floor based on square footage requirements, for a total of two sprinkler zones. Each zone will be provided with a supervised control valve, water flow sensor, inspector's test and drain assembly and a pressure gauge. An additional inspector's test connection will be provided at the hydraulically most remote location of each sprinkler zone.

Hose cabinets are required on each side of the stage in accordance with the Chicago Building Code.

A dry system shall be provided to serve unheated areas. Quick response heads shall be provided in areas subject to freezing that are otherwise heated. Precautions shall be taken to ensure wet systems are protected against freezing, particularly where located in or near vestibules, exterior doors, garage doors, and similar spaces that are tempered but subject to significant thermal variation at peak hours.

2. Piping

4" Fire protection wet pipe will be routed in the ceiling space to all the sprinklers. All piping will be schedule 40 steel pipe, grooved coupling or threaded, depending on the pipe diameter.

3. Terminal equipment

The facility will be provided with a new automatic sprinkler system to complete building coverage. Offices, meeting rooms, classrooms, and corridors shall be light hazard. Mechanical rooms, telecommunication rooms, and storage spaces will be protected at ordinary hazard levels.

New building will be provided with upright sprinklers in exposed areas, concealed sprinkler heads in the finish ceiling, sidewall sprinklers in all vestibules and MDF rooms.

Sprinklers shall be provided throughout the building with the exceptions of the main electrical room and other areas as indicated by the Chicago Fire Prevention Bureau.

A deep floor sink receptor will be located near the fire pump for high flow testing with a 6" floor drain to the building sewer.

A fire pump test header and fire department connection shall be located near the main entrance of the building. (Approved by fire prevention bureau).

Inspector test shall be located near the hydraulically most remote location on each level.

L. ELECTRICAL

1. Codes and Standards

- Chicago Building Code, Volume 2 (City of Chicago Electrical Code CCEC), latest edition
- CPS Electrical / ITS requirements Technical Memo 2014.01 dated 7/18/2014
- CPS New Design Guidelines and Prototype Designs Update dated 02/2015
- City of Chicago Building Code Chapter 15-16 Fire Protection Equipment, latest edition
- Elevator Safety Code ANSI/ASME A17.1 2007 as amended by Local Authority
- Energy Conservation Code IECC 2015 edition as amended by Local Authority
- 2010 Americans with Disabilities Act Standards for Accessible Design
- Federal Energy Policy Act, Energy Independence and Security Act of 2007, Title III
- Chicago Public Schools Guideline Specifications shall be used as a basis for design standards, and edited for project specificity

2. Electrical Service

ComEd to furnish, install and terminate new 12kV, 3-phase primary electrical service conductors. Electrical contractor shall provide a new concrete encased electrical underground duct bank with (2) 5" schedule 40 PVC conduits, buried 36" below finished grade will be extended from the nearest ComEd utility pole to a new pad mounted transformer with 277/480 V 3-Phase, 4-Wire secondary located near the new proposed main electrical room. Final location of the ComEd service transformer is to be determined.

Secondary service entrance copper conductors in concrete encased RGS (rigid galvanized steel) conduits, will be extended to the indoor type, free standing main switchboard (MSB) located in the main electrical room of the new building. Provision for ComEd specified current transformers for utility metering will be provided at the new switchboard incoming ComEd C/T section.

The main switchboard MSB to be rated at 277/480 volts, estimated at 2000 amps, 3-phase, 4-wire S/N + GRD will be provided with single power main circuit breaker with digital trip units. The MSB will be provided with digital meters. All breakers in the service main switchboard shall be fully rated. Series rating will not be permitted for this equipment. Main and feeder breakers rated at 800 amps or greater shall be provided with integral solid-state ground-fault protection tripping elements.

Service entrance rated Type 1 SPD (Surge Protection Device) will be provided at the new main service switchboard "MSB" in order to protect the electrical equipment from lightning strikes and power surges.

The new proposed main electrical room located within the new building shall be 2 hour rated room with doors located in accordance with code which swing in the direction of egress and are equipped with panic hardware.

3. Fire Pump Service

The fire pump electrical service shall be fed directly from the secondary side of the pad mounted ComEd transformer via underground secondary electrical service conductors to the fire pump controller via a ComEd utility service meter socket located within the fire pump room, dedicated for the fire pump service. The incoming underground fire pump service feeders to be rated at 277/480 V 3-Phase, 4-Wire. Secondary service entrance conductors between the outdoor pad mounted transformer and the fire pump controller located in the fire pump room shall be in concrete encased RGS (rigid galvanized steel) conduit. A C/T cabinet with meter socket will be located directly adjacent to the fire pump controller.

A secondary power shall be from a CBC approved on site emergency generator. The Fire Pump Starter shall be a soft start type unit and the system controls shall be designed to prevent the generator from overloading.

4. Life Safety System

The life safety system will be a class I system which consists of a natural gas emergency generator to serve all life safety lighting and exit signs. All exit signs shall be LED type. Emergency Life Safety Lighting System shall be sized for 0.1 watt per square foot based on the programmed facility size and 1-foot candle lighting levels as required by the Chicago Building Code. Exit and emergency lights will be provided as required by City of Chicago Fire Prevention Bureau. Per energy code all exit signs shall have a minimum source efficacy of 35 Im/W. All exit signs shall be wall mounted where possible.

A master control switch shall be provided to shut off the life safety emergency lights within the new building when the building is not occupied. The switch shall be disabled by the security camera system upon activation.

5. Emergency Means of Egress Lighting

The following areas shall have emergency illumination whether having natural illumination or not:

- Egress corridors and stairways
- Assembly areas
- Locker rooms
- Student toilet rooms
- Main and other dedicated electrical rooms
- Mechanical rooms
- Administration and other building control areas
- Kitchen and student dining
- Interior instructional space without natural illumination
- Rooms with areas exceeding 1,000 square feet
- Exterior side of exterior exit doors

6. Emergency Electrical Distribution System

A new 250KVA/200KW natural gas powered generator will be designed based on an estimated generator equipment load. The generator will be located outdoor and shall be 480V, 3PH, 4 Wire G/N provided with distribution panel board branch disconnect and distribution panel board, automatic transfer switch, exit and emergency distribution system provided with plug fuses. Lighting and power service shall provide normal power to the automatic transfer switch.

When a generator is provided, the following shall be connected to the emergency power distribution system:

- Emergency Life Safety lighting
- Fire pump
- Elevators
- Sump pumps
- Any power sources, including charging stations, for medical equipment
- Fire alarm system
- Wheelchair lifts

Miscellaneous ancillary loads (security panels, BMS panel, etc.)

7. Grounding and Bonding

Grounding: System and equipment grounding will be provided. All switchboards, transformers, motor starters, panel boards, wiring systems, etc., will be effectively grounded via a code compliant ground bus system.

Telecommunications Ground Bus System: The building shall have a reference "telecommunications ground bus" (TGB) within each telecommunications and systems closet (MDF and IDF rooms/closets). Each TGB shall be bonded to the main building grounding point. The standard for this system shall be: EIA/TIA Standard 607: Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications.

All MDF and IDF rooms shall be provided with static dissipative tile which is to be bonded to the local MDF/IDF ground bus bar.

8. Lightning Protection System

An evaluation of the guidelines and recommendations for lightning protection at this project site shall be performed. If recommended, a complete lightning protection system shall be provided.

9. Distribution

Electrical distribution equipment shall be located in dedicated electrical rooms or mechanical rooms. Main electrical service (switchboards) distribution equipment shall be located in a separate electrical room with fire ratings as required by the Chicago Building Code. Branch circuit distribution panel boards shall be located in dedicated electrical closets. Mounting electrical distribution equipment and panels within classrooms or corridor walls is prohibited by CPS.

The Main Electrical Switchboard room and other electrical rooms shall be fire rated in accordance with the Chicago Building Code.

Electrical distribution panels shall be designed with a 15 percent spare amperage capacity and 30 percent spare space capacity. Panel boards shall be designed up to 70 percent of capacity and be provided with a minimum of 6 spare over-current protection devices. Provide 10 spare spaces in branch distribution panel boards and (4)3-pole spaces on the main distribution boards.

Dedicated distribution equipment shall be provided for all mechanical equipment. Electrical branch circuits to 5 horsepower, 3-phase, and larger motors for air-handling units, exhaust fans, pumps, chillers, and condensing units shall be provided with phase loss protection. Phase loss protection equipment shall be integral to starters or variable frequency drives serving the equipment.

All mechanical and plumbing equipment shall be fed from 277480v distribution panels, particularly all equipment loads rated ½ HP and larger and 2kW and greater.

All general use power receptacle and equipment circuits shall be fed from normal 120/208v branch circuit receptacle panels. These panelboards shall be provided with 10% spares minimum.

All computer use power receptacle and equipment circuits shall be fed from "isolated ground" type 120/208V branch circuit panels. These panels shall be provided with a type 2 surge protection devices, externally mounted adjacent to panel. These panelboards shall be provided with 10% spares minimum.

Al lighting circuits shall be fed from 120/208V branch circuit panelboard dedicated for lighting circuits only.

Voltage drop for feeders between the service entrance equipment and the branch circuit distribution equipment shall conform to the requirements of the city of Chicago Electrical Code and LEED as follows: 2% at full connected loads for feeders and 3% at full connected load for branch circuits. All branch circuits shall be loaded to a maximum of 60% as per CPS Design Guidelines.

Branch circuits for the voice and data system receptacles shall contain an isolated ground wire. Neutral conductors for shared neutral multi-wire circuits shall be minimum No. 10 AWG.

All branch circuit panel boards supplying voice and data systems circuits shall be supplied from a separate feeder over current protective device (OCPD) in the main switchboard, or from a separate distribution panel supplied by its own feeder in the main switchboard.

Feeders supplying the branch circuit panel board for voice and data systems circuits shall contain three phase conductors, sized in accordance with Code requirements, a 200% neutral conductor(s), and an isolated ground conductor. The isolated ground conductor system shall be kept separate from the receptacle or branch circuits to the main switchboard ground bus or separately derived system. The isolated ground conductor and equipment ground system shall be connected only at the main switchboard or separately derived system, and shall have a surge suppression device.

Transformers serving all computer receptacle distribution panelboards shall be K4 rated type complete with 200% neutral bus capacity and isolated ground bus.

Transformers serving all normal receptacle distribution panelboards and lighting distribution panelboards shall be standard rated type.

All dry type transformers shall be energy efficient type and compliant with Department of Energy (DOE) regulations.

All single-user and unisex toilet rooms shall be provided with hard-wired electronic, infrared flush valves for water closets. All banked restrooms and unisex toilet rooms shall be provided with electric hand dryers and switched power GFI receptacles for future changing tables (within personal care stalls).

10. Lighting Systems

The building will consist of 120 volt LED, 3500 degrees kelvin, wall and ceiling mounted lighting fixtures throughout.

Controls shall abide to ASHRAE 90.1, 2013 and LEED v4 requirements for achieving certification level. Ceiling mounted vacancy sensors shall be dual technology with 30 minute maximum delay. All rooms with vacancy sensors and associated manual wall switches shall be programmed to operate on a manual on/automatic off (vacancy) basis. Light fixtures shall be controlled on a per room basis where fixtures are located in accordance with individual control schemes outlined in the room level section. Circuit breakers will not be acceptable for turning lighting "on" and "off". All lighting fixtures located within 15 feet from exterior windows shall be provided with integral automatic daylight sensors.

Utility space (boiler room, electrical room, janitor closets, storage rooms etc.) lighting shall be controlled via local manual wall mounted timer switch.

All assembly spaces, corridors and lobbies shall be controlled via Network Low Voltage Relay System with Integral Time Clock Function, programmed for shut-off of lights between 11 pm and 5 am.

All classrooms shall be locally controlled via four manual 0-10 volt digital dimmer switches for video presentation and daylighting scene control as per CPS design guidelines. All interior lights located within daylight harvesting zones to be provided with integral automatic daylight sensors. All lights within these rooms shall be automatically shut off via ceiling mounted vacancy sensors after 30 minute time delay.

All exit sign lights and devices in the gymnatorium shall receive wire guards.

11. Exterior Lighting

- a. Site Lighting:
 - Provide site lighting for the new proposed parking lot. Pole lights shall be energy efficient LED, 4000 degrees kelvin, full cutoff fixtures on 20 foot poles for parking areas. No light trespass will be allowed to adjacent properties. The new proposed pole lights to be fed from the main building.
- b. Building Perimeter:
 - Exterior building perimeter lighting shall be provided and mounted every 60 feet and at all exterior doors for safety and security. Perimeter lighting shall spotlight the building mounted school signage. Provide an exterior, weatherproof ground fault protected duplex receptacle outside each main exterior door. Provide weatherproof ground fault interrupter receptacles on all outdoor

locations for rooftop maintenance, and same with lockable covers on all exterior wall mounted receptacles.

 All exterior lighting shall be controlled via building automation interface as per CPS design guidelines.

12. Fire Alarm System

The building fire alarm system shall be a class 1, non-coded, zoned, supervised fully addressable type detection, initiation and notification devices throughout.

The main fire alarm control panel will be located in the engineer's office with the fire alarm annunciator panels located at the building's main vestibule entrance within twenty feet of the point of entry. Fire alarm shall be of the addressable type, incorporating activation devices such as pull stations, smoke detectors, flow switches, duct detectors, etc., and audio-visual devices such as horns and strobes.

A complete fire alarm and detection system shall be provided in accordance with the City of Chicago Building Code, National Fire Protection Association and the requirements of the Bureau of Fire Prevention and the Americans with Disabilities Act whichever is more stringent. All fire alarm and detection system wiring shall be installed in its own dedicated conduit system. This fire alarm system shall be provided with the following features:

- Emergency generator back-up power
- Capability of automatically transmitting a fire alarm signal to the City Fire Department via leased telephone lines.
- Main fire alarm control panel shall be located in the engineers' office if available or the administrative area with remote annunciator stations at main entries, conforming to local jurisdiction requirements.
- Fire alarm annunciator panel located in the main lobby.
- Manual pull stations at all exit doors, doors leading to stairways on floors above ground level, doors
 exiting through fire rated walls interior to building, and in the food service area
- a. Sprinkler switches and alarms
 - Water flow detection at all flow switches
 - Tamper switches at all sprinkler systems control valves
 - Monitoring of two alarm points on all dry type and pre-action fire alarm systems alarm and trouble
- b. Photoelectric type smoke detectors at the following locations:
 - Electrical, MDF and IDF rooms
 - Storage areas
 - Duct smoke detectors in all supply and return fans including HVAC equipment serving the kitchen area

Duct smoke detectors on all supply and return fan ducts greater than 2,000 CFM. Provide separate duct detector control panel and annunciator panel per Fire Prevention Bureau requirements.

Heat detectors shall be provided at all locations as required if the spaces are not sprinklered.

Addressable carbon monoxide detectors shall be provided in kitchen, boiler/mechanical room and any other rooms or spaces which contain fossil fuel burning appliances and that shall be connected to the main building fire alarm control panel in accordance with Illinois State 105IL CS5/10-20.56.

13. LEED Considerations

New building lighting systems shall be designed to meet ASHRAE 90.1 lighting power density requirements by a minimum of 30%. Lighting controls will comply with the requirements of the Indoor Lighting credit. Metering shall be installed to record consumption, demand, and power factor for the building electrical system. Considerations should also be given to providing electric vehicle charging stations in the parking garage.
M. TECHNOLOGY

1. Design Criteria

- a. The design of Technology systems shall conform to the following codes:
 - Chicago Building Code, Volume 2 (City of Chicago Electrical Code-CCEC), latest edition
- b. The design of Technology systems shall conform to the following standards:
 - Standard for Safety of Information Technology Support Equipment
 - Standard for Safety of Telephone Equipment Support Equipment
 - BICSI 13th Edition Design Reference Manual
 - IEEE 802 Telecommunications and information exchange between systems
 - CPS Design Guidelines and Guideline Specifications, memoranda and clarifications
 - Electrical/ITS requirements per CPS Technical Memo 2014.01 dated 07/18/2014
 - ANSI/TIA/EIA
 - NFPA

2. Structured Cabling System

The school cable infrastructure will be served via a copper and fiber backbone. The cable infrastructure shall provide transport to support voice/data, video and other systems residing on the CPS network. The fiber backbone shall consist of multimode fiber optic cables in protective innerducts, cabletray, conduit, sleeves and cores. Copper cabling shall consist of UTP type cable for backbone or horizontal distribution.

3. Access Control System

The system will control or limit access through card reader controlled doors based on the card user's access levels to an area or floor of the building.

4. Kronos Timekeeping System

Provide for raceways and cabling for Kronos timekeeping terminals. Chicago Public Schools shall furnish and install the Kronos terminals. Wiring for the Kronos system shall be installed in the same conduit as voice/data to the administrative concentrator enclosure.

5. Intrusion Detection System

The system will monitor after-hour entry into any area of the building by microwave PIR motion detection, door contacts, and roof access hatch contacts.

6. Two-way Intercom System

The system will provide two-way communication between visitors, students or faculty. The system shall have the capability to release secured doors as defined by CPS and interface with a wireless clock system.

7. Master Clock System

The system will provide synchronized wireless or wired communication with bell scheduling.

8. Video Surveillance System

The system will be a digital IP based video monitoring system. The system will monitor internal and external movement to be captured, compressed and stored. The system will have the capability to review archived images (remotely or on-site) providing an instant video source of an incident or annunciated alarm through the CPS Office of Technology Services (OTS) network via the WAN. The cable infrastructure will resemble the UTP structured cabling system.

9. Master Antenna TV System

The system will be a star topology two-way coaxial video cabling system capable of passing reverse channels. The cable infrastructure will be a combination of coaxial and UTP.

10. Public Address System and Assisted Listening Device System

The system will be a microprocessor based one-way communication system that shall be interfaced with the telephone system. The system will have the capability to interface an assisted listening device for the hearing impaired.

11. Dedicated Sound System

A stand-alone dedicated sound system shall be provided for both the gymnatorium and dining room. Each system shall provide assisted listening devices for a minimum of 5% of the total population of the respective room.

12. Sustainability Goals

The project will comply with the Chicago Sustainable Development Policy 2017. The precise path for compliance shall be determined by the design team in coordination with the PBC and CPS. The following MEP/FP LEED objectives are to be considered:

- WEp1/WEc3: Water % reduction goal 30% from EPA baseline
- EAp2/EAc1: Energy % reduction goal 20% better than ASHRAE 90.1-2007
- IEQp1: Meet ASHARE 61.1 2007
- IEQc1: CO2 sensors & airflow monitoring stations in all densely occupied spaces
- IEQc5: MERV 13 filters on all AHUs. Direct exhaust for all chemical prone areas
- IEQc6.1: Lighting Controls multi-occupied spaces will have multi-light level controls. All individual spaces will have on/off switch and/or task lighting
- IEQc7.1: Thermal comfort meet ASHRAE 55-2004

N. OTHER REQUIREMENTS

1. Code Compliance

Design Builder shall provide all notifications and obtain all required permits from jurisdictions having authority including but not limited to the following agencies:

- City of Chicago Department of Buildings (Building Permits & Elevator Permits)
- City of Chicago Department of Buildings (Demolition Permit)
- Chicago Department of Transportation (Right of Way Permit, Driveway Permit, House Number)
- Office of Underground Coordination
- Chicago Fire Department (Sprinkler, Fire Alarms)
- Department of Water Management (Sewer Permit, Water Taps)
- Metropolitan Water Reclamation District
- Chicago Department of Public Health
- Illinois Environmental Protection Agency

2. Sustainable Design Requirements

Sustainable building design and construction is a key prerequisite of the long term operational plans of this building. It is important that project optimize the potential of the site, optimize energy use, protect and conserve water, optimize building use space and material use, enhance indoor environmental quality (IEQ), as well as optimize operational and maintenance practices. User Agency (CPS) typically pursues LEED Silver at a minimum. Among other sustainable requirements, daylighting will be important to the new building, as will the transparency that windows provide. It is desirable that interior spaces of student learning and life be visibly accessible upon approach, in order to provide awareness and showcase the User Agencies mission. The project will require registration by the Design Builder for LEED v – NC BD+C.

3. Environmental Requirements

Refer to Attachment 5 – Book 3 Supplemental Specifications for detailed environmental requirements including but not limited to the following:

The Design Builder shall provide all environmental work required for lead-based paint, asbestos, and hazardous material mitigation/abatement and site remediation in accordance with IEPA Site Remediation Program, as required.

Proposer's strategy and approach to address the environmental design and remediation of the site while enrolling and managing the site through the IEPA Site Remediation Program (SRP), as required. Also the proposer shall submit their schedule for preparing the Comprehensive Site Investigation Report, Remedial Action Plan and the Remedial Objectives Report as well as anticipated IEPA approvals for each of those reports. The proposer shall show how the IEPA SRP integrates into the project schedule and design process.

4. Construction Operations and Site Utilization Requirements, and other Division 1 Supplemental Requirements

Refer to Attachment 5 – Book 3 Supplemental Specifications, to ascertain all requirements for the project, including but not limited to the following:

- The Design Builder shall provide and maintain temporary, controlled, safe pedestrian access to the adjacent Grimes Elementary School at all times for the duration of construction.
- Complete temporary facility requirements are identified in Attachment 5 Book 3 Supplemental Specifications.

5. Planned Development Design Compliance and Requirements

The project site will become a Planned Development (PD); to accommodate the new project. Upon award of a successful Design Builder, the owner will work alongside for initiating a PD process that will provide a framework to develop the property as defined in the Basis of Design Criteria. The final PD approval will require the Design Builder to submit plans, elevations, and other materials describing the proposal for both the Part 1 and Part 2 requirements.

See Attachment 14, Planned Development, for PD submittal requirements. The PD submission materials must be available upon receipt of Notice of Award to enable the start of Part 1 of the process.



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QUALIFICATIONS AND RELEVANT EXPERIENCE OF KEY STAFF

PROJECT ORGANIZATIONAL STRUCTURE

Public Building Commission of Chicago K.R. Miller Contractors, Inc. Keith Miller, Project Executive A.L.L. Masonry K.R. Miller Contractors, Inc. Legat Architects Noel Buckner, Project Manager Michael Cwienkala, Project Manager Robin Randall, Architect of Record **Quality Control Documentation** Planning & Design **Estimating & Construction** Legat Architects A.L.L. Masonry K.R. Miller Contractors, Inc. Tom Kitka, Project Manager William Kleidon, QA/QC Manager Andy Eichhorn, Const. Project Manager **UrbanWorks** Patricia Saldana Natke, Lead Designer K.R. Miller Contractors, Inc. K.R. Miller Contractors, Inc. Matt Sizemore, Safety Manager Paul Ingraham, Superintendent Legat Architects Evan Menk, Technical Project Arch. CCJM A.L.L. Masonry CCJM Kieran Healy, MEP Coordinator Jesse Cruz, Superintendent Paul Ghassan, MEP/FP Engineer RME **Davey Utility Services** K.R. Miller Contractors, Inc. Farhad Rezai, Structural Engineer Nick Davey, Utility Coordinator Michael Cwienkala, Scheduler **EVA Design & Engineering** Arvin Villanueva, Civil Engineer K.R. Miller Contractors, Inc. Andrew Eichhorn, Pre-Const. Estimator Altamanu Josephine Bellalta, Landscape Architect **Subcontractors** Carol Naughton & Assoc. **True North Consultants** Signage Consultant Brian Mihelich, Environ Consultant **UrbanWorks** Legat Architects Maria Pellot, Designer Vuk Vujovic, LEED Consultant





KEITH R. MILLER

PRESIDENT, K.R. MILLER CONTRACTORS, INC.



PROFILE

Keith R. Miller has over forty years in the construction industry. Beginning October 1991, he established K.R. Miller Contractors, Inc. As President of K.R. Miller Contractors, Inc., Keith has successfully built a prestigious company with a commitment to excellence, quality, and integrity. With over \$500 Million in quality company experience in the last ten years alone, Keith has established a reputation of honesty, resolution, and loyalty to the construction industry.

PROJECT EXPERIENCE

Public Building Commission of Chicago Chicago, Illinois • Chicago Public Schools – 2007 through 2019	\$ 125 mil +
Board of Education of the City of Chicago Chicago, Illinois • Chicago Public Schools – 2005 through 2019	\$ 300 mil +
Lake County Lake County, Illinois • Job Order Contracting – 2009 through 2013	\$ 6,300,000
Chicago Park District Chicago, Illinois • Job Order Contracting – 1999 through 2004	\$ 24,000,000
United States Postal Service Chicago, Illinois Job Order Contracting – 2006 through 2016	\$ 9,000,000
Town of Cicero Cicero, Illinois • Construction Manager – 2007- 2019	\$ 75 mil +



PROFESSIONAL AFFILIATIONS

Federation of Women Contractors 2015 President's Award 2006 Advocate Award 2002 Advocate Award

Hispanic American Construction Industry Association 2014 Contractor of the Year

Chicagoland Associated General Contractors Member

MICHAEL CWIENKALA

VICE PRESIDENT, K.R. MILLER CONTRACTORS, INC.

PROFILE

Since joining K.R. Miller Contractors, Inc. in 2003, Michael has held several positions including project intern, project manager, and vice president. With over seventeen years of experience in the construction industry, he has managed numerous projects including large scale building renovations, new building construction, large scale sitework projects. Michael serves as treasurer and is an executive board member for the Chicagoland Associated General Contractors and serves as a trustee for the MARBA Industry Advancement Fund. He holds a Bachelor of Science in Construction Management from the Milwaukee School of Engineering.

PROJECT EXPERIENCE

St. Charles School District 303 Palatine Illinois		E
 Thompson Middle School – 2017-2018 Various renovations and complete window replacement 	\$ 37,000,000	N B N
 Board of Education of the City of Chicago Chicago, Illinois CPS Capital Improvement Program – 2004-2018 Multiple capital improvement renovation projects ranging In value from \$100,000 - \$12,000,000 	\$ 200,000,000	
 East Aurora School District 131 East Aurora, IL East Aurora High School – 2017 Phase 4 renovations and addition 	\$ 13,300,000	
 Illinois Capital Development Board Chicago, Illinois UIC Exterior Repairs – 2014 Interim renovations and complete window replacement 	\$ 3,095,150	
 Public Building Commission of Chicago Chicago, Illinois School Improvement Program – Package 7 – 2013 Renovation of various schools 	\$ 5,781,000	
 Town of Cicero Cicero, Illinois New Municipal Complex – 2007 (As Construction Manager) Construction management for the construction of a new town hall, police station, parking garage, and community center. 	\$ 58,000,000	
 Laramie Park and Festival Grounds – 2008 (As General Contractor) Demolition of an existing 20-acre parking lot and the reconstruction of a 10-acre parking lot and a 10-acre community park. 	\$ 6,996,000	





DUCATION

Milwaukee School of Engineering – Bachelor of Science in Construction Management, 2004

LICENSES AND CERTIFICATIONS

OSHA 30-Hour Training Chicagoland Associated General Contractors, Executive Board Member/Treasurer Primavera P6 Accredited Training

LUIS PUIG



EXPERIENCE

A.L.L. Masonry Construction Co., Inc.

2015 - PRESENT	President of A.L.L. Masonry Construction Co., Inc.
1992- 2015	Vice President of A.L.L. Masonry Construction Co., Inc. Responsible for project bidding, estimating, detailing and purchasing. Supervision of office staff of 10 and 12 field supervisor Additionally, responsible for overseeing Receivables, Payables, Waivers, Insurance, Bonding and Contract Negotiations.
1979-1992	A.L.L. Masonry Construction Co., Inc. Mason Laborer
	EDUCATION Bradley University, Peoria, Illinois Received Bachelor of Science Degree in Construction Engineering
MEMBERSHIP	Board Member of International Masonry Institute Board Member of the Mason Contractors Association of Greater Chicago Board Member of the Construction Industry Service Corporation. Illinois State Representative for the Mason Contractors Association on America Board Member of The Illinois Concrete Producers Association of America

NOEL BUCKNER

ESTIMATOR, ALL MASONRY

PROFILE

Noel has 33 years of experience in the industry, is a certified Stone Mason, and has six years of experience as an Estimator with ALL Masonry. With over \$53,000,000 in awarded contracts to date, Noel fully understands how to balance partnership and cooperation in order to coordinate subcontractors, manage cost, schedule, and maintain quality that results in successful projects. He assists the preconstruction team in defining project objectives and scope; budgetary estimating; programming, preparation and review of conceptual drawings and outline specifications; value engineering / cost vs. benefits analysis; LEED certification viability study; management of design and permitting including variances as necessary; managing trade bids, negotiating and awarding subcontracts; and scheduling.

PROJECT EXPERIENCE

Southwest Area School (As Project Manager) \$1,960,000 Chicago, Illinois • • New three-story middle school for 1,500 students with a concrete and steel frame on top of concrete footings. The exterior is made with cold-formed steel studs and masonry veneer. The groundshave a parking lot, storm-water management improvements, new sidewalks, and artificial turf

Malcom X College (As Project Manager) Chicago, Illinois

 This project consisted of construction for a health and sciences college campus building on the west side of Chicago. The construction was focused on being energy efficient to positively reflect the building's role as a learning center for health and sciences.

Jose de Diego Community Academy (As	s Project Manager)	\$3,934,000
Chicago, Illinois		

 This project consisted of complete masonry restoration of a large limestone trimmed brick building with rusticated stone entryways. The building has complicated rooflines with octagonal turrets and gable dormers of various sizes. Work included removal and replacement of the entire roofing systemaddition

Fannie Emanuel Senior Housing (As Project Manager)\$3,712,000Chicago, Illinois

This project involved exterior face brick removal and concrete patching of an existing structure for the Chicago Housing Authority.

Metra Railroad Maintenance Facility

Chicago, Illinois

 This project consisted of a masonry parapet rebuild as well as roof removal and replacement of the Metra engine rebuilding maintenance facility. All of the work was performed while the building was occupied.

LDS Meeting House

Chicago, Illinois

• New facility - education/worship center.



CERTIFICATIONS and TRAINING

OSHA 10-Hour Training Certified Stone Mason Grouting Tuckpointing Caulking Cleaning Aerated AutoClave CMU FireBox/Fireplace CPR Scaffold and Hydraulic Scaffold Pettibone Operators Card BluePrint/Foreman Training



\$2,240,900

\$6,558,000

LEGATARCHITECTS

ROBIN R. RANDALL, AIA, LEED AP BD+C

PRINCIPAL, LEGAT ARCHITECTS

PROFILE

Robin's curiosity and enthusiasm for learning and design are contagious. She encourages the PreK-12 educational practice to deeply listen and understand what is essential and extraordinary about the mission of each learning organization. She is dedicated to connecting personally to each project and committed to building teams around client needs.

Robin is an educational design expert and environmentalist with over 30 years of experience programming, planning and creating learning places that support a culture of inquisitiveness and client community.

A frequent speaker, volunteer and educator, she is inspired by her clients and colleagues at Legat Architects who continually learn by applying evidencebased design and research to improve student performance and build thriving communities.

PROJECT EXPERIENCE

Glenbard Township High School District 87	
Glenbard West High School – 2015-2016 Sustainable addition and movation of science classrooms	\$ 15,750,000
Laraway Community Consolidated School District 70C	
PreK-8 School - 2016-2018	\$ 32,000,000
New 90,300-square-foot school.	
Mundelein High School District 120	
Mundelein, Illinois	\$ 22 400 000
INUndelein High School – 2014-2010 55 000-square-foot science and classroom expansion	φ ΖΖ,400,000
33,000-square-root science and ordebroom expansion	
Moline-Coal Valley School District 40	
Moline, Illinois	¢ 0.050.000
Moline High School Performing Arts Center – 2017-2019	\$ 8,250,000
Expansion and renovation of performing and center	
that serves the entire community	
Moline-Coal Valley School District 40	
Moline, Illinois	¢ 45 000 000
Hamilton Elementary School – 2013-2015	\$ 15,600,000
85,600-square-foot addition and renovation	
Ohio Facilities Construction Commission	
Cleveland, Ohio	
 Sunbeam School – 2015-2018 	\$ 24,000,000
New 89,000-square-foot sustainable school for the	
Cleveland Metropolitan School District	
Schuyler-Industry School District #5	
Rushville, Illinois	¢ 0 000 000
 High School Performing Arts Center – 2018-2020 	\$ 8,000,000



EDUCATION

Ball State University, Bachelor of Science in Environmental Design, 1985 Ball State University, Bachelor of Architecture, 1986

LICENSES AND CERTIFICATIONS

Licensed Architect in Illinois LEED Accredited Professional, Building Design+Construction Member, American Institute of Architects Member, Association for Learning Environments Member, United States Green Building Council Member, Chicago Women in Architecture

SPEAKING ENGAGEMENTS

KRM/ALL JV Page 104 of 220

"How Buildings Teach Kindness; inspiring social emotional learning in an Illinois School District that chooses kindness as its mission," 2018 Association for Learning Environments (A4LE) LearningScapes Conference

"(RE) Thinking Security and Safety in the School Environment; Inviting to the Community and Safe for our Children," 2018 Association for Learning Environments (A4LE) Safety & Security Symposium

TOM KIKTA, AIA, LEED AP

LEGATARCHITECTS

PRINCIPAL, LEGAT ARCHITECTS

PROFILE

Tom is an accomplished project manager and architect with over 28 years of experience in all phases of architectural design, project management and construction administration. His portfolio includes a diverse range of projects from educational buildings to retail facilities, including dozens of school projects for the Public Building Commission and Chicago Public Schools. He has specialized in the planning, design and construction of complex renovations involving roof inspection/replacement, window replacement, building system upgrades and full interior remodeling.

PROJECT EXPERIENCE

PRUJECT EXPERIENCE	
Public Building Commission of Chicago Chicago, Illinois Mariano Azuela Elementary School – 2008-2010 New 105,000-square foot LEED Gold Chicago Public School	EDUC Univers Master Univers
Public Building Commission of Chicago Chicago, Illinois • Henderson Elementary School Renovation – 2011-2012 \$ 8,400,000 Masonry Restoration, Roofing Replacement, Interior Upgrades of a Chicago Public School	LICE Licens LEED Illinois Projec
British International School of ChicagoChicago, Illinois• South Loop Campus – 2014-2015FF&E and Owner's Representative Services	Memb Memb Facilit Azuel
 Public Building Commission of Chicago Chicago, Illinois Prussing Elementary Annex and Renovation – 2017-2019 \$18,000,000 23,000-square-foot, one-story annex to a Chicago Public School, including Masonry Restoration, Roofing Replacement, Structural Repairs, Interior Upgrades at the existing main building 	
Public Building Commission of ChicagoChicago, Illinois• School Improvement Program – Package 7 – 2013\$ 5,781,000Renovation of various schools	
Chicago Public SchoolsChicago, Illinois• Louis Pasteur Elementary School – 2010-2013Masonry Restoration, Roofing Replacement, Structural Repairs, Interior Upgrades, Elevator Addition to a Chicago Public School	
Wheaton-Warrenville Community Unit School District 200Wheaton, Illinois• Jefferson Early Childhood Center – 2017-2020New 43,500-square foot Early Childhood Center	



EDUCATION

University of Illinois at Urbana-Champaign -Master of Architecture, 1990 University of Illinois at Urbana-Champaign -Bachelor of Science in Architecture, 1988

LICENSES AND CERTIFICATIONS

Licensed Architect in Illinois LEED Accredited Professional Illinois Capital Development Board Certified Project Manager Member, American Institute of Architects Member, Roof Consultants Institute Member, Building Enclosure Council Facilitator, Architecture Club at Mariano Azuela Elementary School

PATRICIA SALDAÑA NATKE

(FAIA, ALA)

PRINCIPAL, URBANWORKS 🗸

PROFILE

Patricia Saldaña Natke is Founding Partner of UrbanWorks and as President oversees design excellence for every project. Her extraordinary record of public service imbues the firm with a strong civic ethic. A graduate of the University of Illinois at Urbana/Champaign, Pat has served as Adjunct Associate Professor at the University of Illinois at Chicago, a Facilitator at Archeworks, and currently a part time Professor at IIT School of Architecture for the Advanced Design Studios.

Prior to founding UrbanWorks, she worked in design positions for several awardwinning Chicago architectural firms. Among her professional accomplishments, Pat chaired the National AIA Diversity Committee for the American Institute of Architects. Pat was recently listed in the "2014: 50 Chicago Designers" by New City and one of the five Emerging Designers by Crain's Chicago.

Founding Partner, Since 1993

PROJECT EXPERIENCE

DESIGN BUILD

Galewood Elementary School – LEED for Schools – Silver Certification- Design Architect, Chicago, Ill. Veterans Memorial Campus – LEED for New Construction – Gold Certification-Design Architect, Chicago, Ill. McCormick Place Expansion, Associate Architect HIGHER EDUCATION University of Chicago- Design Architect, Chicago, Ill. Gerald Ratner Athletics Center (POE) Crear Library Services Enhancement Swift Hall Study Room Renovation South Campus Residence Hall Owner's Northwestern University New University Commons- Associate Architect, Chicago, 111. Harold Washington College Space Plan- Design Architect, Chicago, Ill. Office of Minority Cultural Affairs (5710 Student Center)-- Design Architect, Chicago, Ill.

La Casa Student Housing- Design Architect, Chicago, Ill.



EDUCATION

Bachelor of Science, Architectural Studies, University of Illinois -Urbana/Champaign

LICENSES AND CERTIFICATIONS

- Registered Architect in Illinois
- Illinois Registered Energy Professional (Chicago)

PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA), member, chaired National AIA Diversity Committee 2003
- Chicago Women in Architecture (CWA), member, Past President, Past WBE Committee Chair
- HACIA, Member, Sustainability
 Committee Member
- University of Illinois at Chicago
 School of Architecture
- Arquitectos, Member
- Center for Neighborhood
 Technology, Board Member,
 Developer Committee Chair
- The Economic Club of Chicago
- The Chicago Network, Member

REFERENCES

Name: Guacolda Reyes Title: Vice President Company: Bickerdike Redevelopment Corporation Address: 2550 W North Ave, Chicago, IL Email: information@bickerdike.org Phone: 773.278.5669

MARIA PELLOT

(AIA, AICP, LEED AP BD+C)

ASSOCIATE PRINCIPAL, URBANWORKS 🗸

PROFILE

Maria brings over twenty years of extensive architectural design, urban planning, and project management experience to UrbanWorks where she serves as Associate Principal. Maria holds a Bachelor of Science in Architecture from the Florida International University and a Master of Architecture Degree from the University of South Florida. She is focused on the integration of environmentally friendly practices into every design project and is drawn to the collaborative nature of working on socially conscious community-based facilities for a variety of clients. She is skilled in programmatically complex education projects and prioritizes an enhanced end-user experience while achieving measurable building efficiencies. She enjoys working hand-in-hand with clients and consultants and the challenge of balancing design, the environment and a project's budget to help clients translate their vision into architecture.

Additionally, Maria has donated her time and design skills to a number of organizations, including the Peace Corps and Habitat for Humanity. She has also served as advisor, presenter and guest juror for students interested in design from the elementary to the graduate level. Since 2002

PROJECT EXPERIENCE

Project Name: Harold Washington College Space Plan Project Location: Chicago, Ill. Role: Planning Architect The aging 290,000-square-feet physical plant is reimagined as a stateof-the-art learning environment. The building's facades are reconsidered, with new exterior cladding that represents the concept of porosity and permeability, revoking the school's role in its students' absorption of knowledge.

Project Name: Galewood School

LEED for Schools – Silver Certification

Project Location: Chicago, Ill.

Role: Project Architect-Project Architect

This 56,000-square-foot school features sustainable design and innovative learning spaces. The Digital Library is a cuttingedge space where students use new technologies to learn, teach, create, share, and explore new ideas. Flexible classrooms encourage students to work together, teach each other, and share their thoughts.



EDUCATION

University of South Florida School of Architecture + Community Design, Master of Architecture Florida International University College of Engineering and Design, Bachelor of Science in Architecture

LICENSES AND CERTIFICATIONS

- Registered Architect in Illinois
- American Institute of Certified Planners
- LEED[™] Accredited Professional for Building Design and Construction

PROFESSIONAL AFFILIATIONS

- United States Green Building Council-Illinois Chapter, Member
- American Institute of Architects, Member
- Chicago Women in Architecture, Member
- Arquitectos, Member
- American Planning Association Member

REFERENCES

Name: Richard Sciortino Title: Principal Company: Brinshore Development, LLC Address:666DundeeRoadSuite 1102Northbrook, Illinois Email: RichS@brinshore.com Phone: 224.927.5053



HANCOCK REPLACEMENT SCHOOL

INITIAL GUARANTEED MAXIMUM PROJECT COST PROPOSAL

Description	Cost
1. General Conditions	\$ <u>814,000</u>
2. Payment and Performance Bond & Insurance	
Payment and Performance Bond \$333,020	¢665.240
Insurance \$ <u>332,220</u>	\$ <u>003,240</u>
3. Design Phase Services * (including but not limited to services and deliverables associated with the following areas: architecture, engineering, LEED, commissioning, utilities, way-finding, traffic, associated permitting as required; and coordination of the entitlement (Planned Development) process.	\$ <u>5,451,190</u>
4. Cost of the Work* Cost of Construction (including Building Construction, Site Development and Utility Work within contract limits) + Owner Allowances + Design-Builder's Contingency + Commission's Contingency	
Cost of Construction* \$23,567,901	
CCTV Allowance \$300,000	
Site Work Allowance \$450,000	
Design-Builder's Contingency \$ <u>1,800,000</u>	\$27,917,901
Commission's Contingency (owner directed changes and unforeseen conditions) \$1,800,000	
5. Design-Builder's Fee (percentage of the total value of Line 3 + Line 4) 5.0%	\$ <u>1,668,455</u>
6. The Guaranteed Maximum Project Cost Proposal for the design and construction of Hancock Replacement School will be the added values of Lines 1 + 2 + 3 + 4 + 5.	\$ <u>36,516,786</u>

*Unused portions of all contingencies and allowances will be returned to the Project's Budget

Signature:

Contact Name: <u>Keith R. Miller</u> Firm Name: <u>KRM/ALL Joint Venture</u>

9.23.19 Date:





exhibit c Fee waiver

City of Chicago

Office of the City Clerk

Document Tracking Sheet



O2016-8630

Meeting Date:

Sponsor(s):

Type:

Title:

Committee(s) Assignment:

12/14/2016

Emanuel (Mayor)

Ordinance

Waiver of building and facility-related permit and license fees for Public Building Commission Committee on Finance



OFFICE OF THE MAYOR CITY OF CHICAGO

RAHM EMANUEL MAYOR

December 14, 2016

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith an ordinance extending a fee waiver for the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

manuel

Mayor

FIN

$\underline{O R D I N A N C E}$

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Pursuant to Section 2-8-065(c)(1) of the Municipal Code of Chicago ("Code"), the appropriate city departments are hereby authorized and directed to waive, in full, all permit fees, license fees, plan review fees and on-site inspection fees, including, but not limited to, demolition permits, sprinkler system permits, public way use permits, elevator permits and permits for work affecting parkway trees and shrubs, otherwise required to be paid by the Public Building Commission of Chicago ("PBC"), a governmental entity, in connection with the construction, repair, alteration, renovation, rehabilitation and maintenance of buildings, land, parks and other facilities owned by the below-named governmental entities and done by the PBC for the below-named governmental-entity clients of the PBC:

City of Chicago, including the Chicago Public Library Chicago Public Schools Chicago Park District Chicago Infrastructure Trust, but only for projects of the above-named governmental entities

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the department of building's developer services program or under any other city program.

Provided further, that the fee waivers authorized under this section shall be used exclusively to carry out the PBC's statutory and corporate purpose(s) in connection with work done by the PBC for the above-named governmental-entity clients of the PBC. As a continued condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the appropriate city department; all required permits and licenses shall be obtained; and said building, land, parks and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of this Code and any rules and regulations duly promulgated thereunder.

SECTION 2. The PBC shall submit to the Office of Budget and Management ("OBM"), on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the PBC under Section1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in a manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval; shall be retroactive until January 1, 2017; and shall be in force until December 31, 2019.

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New Hancock Replacement School of PBC-MONTHLY REPORT Activity ID	Activity Name	Onginal Remain	Ac Ac	tual Start	Late Start	Finish	Late Finish	Duration % To Complete	stal Float	C N D 1 F M A M 1 1 A S O N D 1 F M A M 1 J A S O	
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INSURANCE

The Design Builder must provide and maintain at Design Builder's own expense, until Contract completion and during the time period following Final Completion if Design Builder is required to return and perform any additional work, the minimum insurance coverages and meet all requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than <u>\$1,000,000</u> for each accident or illness. Coverage shall include a waiver of subrogation.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than <u>\$10,000,000</u> per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for a minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago are to be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work. The ISO CG2010 0704 and the CG2037 0704 endorsements or equivalents will be utilized. Coverage will include a waiver of subrogation as required below.

Sub-Design Builders and all other contractors performing work for Design Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein, including naming the Design Builder and all other required parties as additional insureds.

3) Automobile Liability (Primary and Umbrella)

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

Sub-Design Builders and all other contractors performing work for Design Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein, including naming the Design Builder and all other required parties as additional insureds.

4) Design Builders Pollution Liability

Design Builder's Pollution coverage is required with limits of not less than <u>\$5,000,000</u> per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The Design Builder pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Design Builder and its sub-Design Builders and/or other contractors. Pollution

incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

Sub-Design Builders and contractors performing work for Design Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein, including naming the Design Builder and all other required parties as additional insureds.

5) Professional Liability

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than <u>\$5,000,000</u> covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

In the event that the Design-Builder hires an Architect/Engineer to provide primary design services, the Architect/Engineer must maintain limits of not less than <u>\$5,000,000</u> per occurrence with the same terms herein, including naming the Design Builder and all other required parties as additional insureds.. All other sub-consultants/sub-Design Builders performing professional work for Design-Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein, including naming the Design Builders performing professional work for Design-Builder must maintain limits of not less than <u>\$1,000,000</u> per occurrence with the same terms herein, including naming the Design Builder and all other required parties as additional insureds.

6) Builders Risk

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

The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago, will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written**

permission of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Design Builder is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Design Builder.

7) Railroad Protective Liability

When work is to be performed within fifty (50) feet of the rail right-of-way, Design Builder shall ensure that Railroad Protective Liability insurance in the name of the railroad or transit entity remains in force during the course of construction of the project entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. The policy will provide limits of $\frac{$2,000,000}{$2,000,000}$ per occurrence and $\frac{$6,000,000}{$2,000,000}$ aggregate as required by the railroad.

Design Builders and sub-Design Builders/sub-contractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Design Builders and sub-Design Builders/sub-contractors must provide copies of this endorsement with the certificate of insurance required below. Any excess or umbrella policies should follow form with the CG 24 17.

B. ADDITIONAL REQUIREMENTS

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

The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago, reserve the right to obtain copies of insurance policies and records from the Design Builder and/or its sub-Design Builders/sub-consultants at any time upon written request.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Design Builder.

The Design Builder agrees that insurers waive their rights of subrogation against The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago and their respective employees, elected or appointed officials, agents, or representatives

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

Any insurance or self-insurance programs maintained by The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago do not contribute with insurance provided by the Design Builder under the Contract.

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

If Design Builder is a joint venture, the insurance policies must name the joint venture as a named insured.

The Design Builder must require all sub-Design Builders/sub-consultants to provide the insurance required herein, or Design Builder may provide the coverage for sub-Design Builders/sub-consultants. All sub-Design Builders/sub-consultants are subject to the same insurance requirements of Design Builder unless otherwise specified in this Contract.

If Design Builder or sub-Design Builder/sub-consultant desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design Builder must submit the following at the time of award:

- 1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
- 2. All required endorsements including the CG 20 10 and the CG 20 37 or their current equivalents

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

PERFORMANCE AND PAYMENT BOND

The Design Builder must furnish, at its own expense, a Performance and Payment Bond, in the amount of the full Contract Price (to be established by the PBC) and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design Builder may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.

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IOTEPAD:	INSURED'S NAME	KRM ALL Joint Venture LL	C	OP ID: SM	Date 07/15/2019
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KRM ALL Joint Venture LLC #CO-1N30239A-19-26

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that:

- You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.



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COMMUNITY AREA MAP



EXHIBIT #10 EEO and Workforce Requirements Worksheet (to be completed with Final GMP)

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A. EEO AND WORKFORCE REQUIREMENTS PURPOSE STATEMENT

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project. Design-Builder shall use Exhibit 10 to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements does not abrogate the responsibilities of the Design-Builder to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

	1.	EEO and Workforce Calculations		
Line 1.		Total Guaranteed Maximum Proposal Cost, in figures	TBD	
Line 2.		Minimum percentage of the Journeyworkers hours required to be worked by minority Journeyworkers during construction of the project. (Employment requirement 0.40)		0.50
Line 3.		Multiply Line 2 by Line 1 by 0.04		
Line 4.		Minimum percentage of total Apprentice hours required to be worked by minority Apprentices during construction of the project. (Employment requirement 0.60)		0.50
Line 5.		Multiply Line 4 by Line 1 by 0.03		
Line 6.		Minimum percentage of the total Laborer hours required to be worked by minority Laborers during construction of the project. (Employment requirement 0.50)		0.50
Line 7.		Multiply Line 6 by Line 1 by 0.01		
Line 8.		Minimum percentage of total Journeyworker hours required to be worked by female Journeyworkers during the construction of the project. (Employment requirement 0.02)		0.02
Line 9.		Multiply Line 8 by Line 1 by 0.04		
Line 10.		Minimum percentage of total Apprentice hours that the Design- Builder required to be worked by female Apprentices during		
		(Employment requirement 0.02)		0.02

Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Minimum percentage of the total Laborer hours required to be worked by female Laborers during construction of the project. (Employment requirement 0.02)	0.02
Line 13.	Multiply Line 12 by Line 1 by 0.01	
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	······
Line 15.	Subtract Line 14 from Line 1 (= "EEO and Workforce Figure")	

2. Community Hiring Bonuses

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

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

Definitions

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined herein.

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

3. Liquidated Damages

Design-Builder hereby consents and agrees that, in the event that it fails to comply with each of the employment requirements submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the EEO and Workforce Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

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

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

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

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

> Line 1 x 03 100

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

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

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

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

4. Major Trades

Asbestos Workers Boiler Makers Bricklayers Carpenters Cement Masons Electricians Elevator Construction Glaziers Machinists Machinery Movers Ornamental Iron Workers Lathers

Operating Engineers Painters Pile Driver Mechanics Pipe Fitters/Steam Fitters Plasterers Plumbers Roofers Sheet Metal Workers Sprinkler Fitters Technical Engineers Truck Drivers Tuck Pointers

For approval of other trades for consideration in the EEO and Workforce Formula, written approval should be requested from the Commission.

5. Trade Participation - For Information Only

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

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Design-Builder's workforce or any subcontractor which will be active on this project.

TRADE PARTICIPATION

PERCENT OF MINORITY





(Remainder of Page Intentionally Left Blank)

FORM G - LEGAL ACTIONS

I. LEGAL ACTIONS

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

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



(Remainder of Page Intentionally Left Blank)

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned	Michael Cwienkala	as Vice President	
The undersigned	Name	, uu	Title

and on behalf of K.R. Miller Contractors, Inc.

("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

	RESPONDENT						
Name of Firm:	K.R. Miller Contractors, Inc	с.					
Address:	1624 Colonial Parkway						
City/State/Zip:	Inverness, IL 60067						
Telephone:	312.432.1070	Facsimile:	847.358.6504				
FEIN:	36-3803715	SSN:					
Email: Keith.Miller@krmiller.com							
Nature of Transaction:							
Sale or purch Construction Professional S	ase of land Contract Services Agreement						
Other							

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of C all Bidders/Proposers shall provide the followin applicable, answer "NA". If th	ommissioners of the Public Building Commission of Chicago, g information with their Bid/Proposal. If the question is not ne answer is none, please answer "none".
Corporation	 Limited Liability Company Limited Liability Partnership
Sole Proprietorship	 Not-for-profit Corporation Other:

A. CORPORATIONS AND LLC'S

		State	of Incorporation or	Organization:	Illinois	
If outside of Illinois, is you	ur firm auth	norized to conduc	t business in the S	tate Of Illinois:	🗌 Yes 🗌] No
City/State/ZIP:						
Telephone:			······			1
Identify the names of all off (Please attach list if necessar	ficers and o ry.)	lirectors of the b	usiness entity.			
Na	me			Title		
Keith R	R. Miller	•		President	t	
James	Heidori	n	Senic	r Vice Pre	esident	
Michael C	Cwienk	ala	Vi	ce Presid	ent	
Susan	Miller			Secretary	1	
Identify all shareholders w	hose owne	rship percentage	exceeds 7.5% of th	e business entil	ıy.	
Name	<u>, y.)</u>	ļ <i>i</i>	ddress	Owne	ership Interest ercentage	
Keith R. Mill	er	1624 Colonial Par	kway, Inverness, IL 600	067	100	%
						%
						%

LLC's only, indicate Manag	gement Typ	e and Name:		<u> </u>		
Member-managed	Mar	nager-managed	Name:			
Is the corporation or LLC of corporations or legal entities	 owned part ies?	ially or complete	y by one or more of	ther	Yes 🛛	No
If yes, please provide the ab with a beneficial ownership example, if Corporation B Corporation B must comple which owns 50% of Corpora	ove informa interest of owns 15% te a Disclos tion B, then	ation, as applicable 7.5% or more in of Corporation A sure Affidavit. If C both Corporations	e, for each such corp the corporation confi , and Corporation A corporation B is owne cand D must comp	oration or entity racting in the PE A is contracting ed by Corporatio lete Disclosure A	such that any p 3C is disclosed, with the PBC, ns C and D, ea Midavits.	erson For then ach of

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

on behalf of any beneficiary:	a sole proprietorship and is not acting in any rep	presentative capacity
If the answer is no, please complete the	following two sections.	🗌 Yes 🛄 No
If the sole proprietorship is held by a or nominee holds such interest.	n agent(s) or a nominee(s), indicate the principal(s) for whom the agent
	Name of Principal(s)	
If the interest of a spouse or any ot state the name and address of such which such control is being or may b	ner party is constructively controlled by another p a person or entity possessing such control and th be exercised.	erson or legal entity, ie relationship under
If the interest of a spouse or any ot state the name and address of such which such control is being or may i Name	ner party is constructively controlled by another p n person or entity possessing such control and th be exercised. Address	erson or legal entity, ie relationship under
If the interest of a spouse or any ot state the name and address of such which such control is being or may i Name	ner party is constructively controlled by another p a person or entity possessing such control and th be exercised. Address	erson or legal entity, ie relationship under
If the interest of a spouse or any ot state the name and address of such which such control is being or may i Name	ner party is constructively controlled by another p n person or entity possessing such control and th be exercised. Address	erson or legal entity, ie relationship under
If the interest of a spouse or any ot state the name and address of such which such control is being or may i Name	ner party is constructively controlled by another p n person or entity possessing such control and th be exercised. Address	erson or legal entity, ie relationship under
If the interest of a spouse or any ot state the name and address of such which such control is being or may i Name	ner party is constructively controlled by another p n person or entity possessing such control and th be exercised. Address	erson or legal entity, ie relationship under

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

- The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- 2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
- 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
- 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
- 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

- 1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
- For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
- 4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

- 1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
- 3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

- The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

FORM C – DISCLOSURE AFFIDAVIT

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

Signature of Authorized Officer

Michael Cwienkala

Name of Authorized Officer (Print or Type)

Vice President

Title

312.432.1070

Telephone Number

State of	Illinois		
County of	Cook		
Signed ar	nd sworn to before me on this 17	7 _{day of} January _{, 20}	<u>19</u> _{by}
Angel	a M. Campos (Name) as	Administrative Assistant	(Title) of
K.R.	Miller Contractors	(Bidder/Proposer/R	espondent or Contractor)
Notary Pu	blic Signature and Seal	ampor	"OFFICIAL SEAL" Angela M Campos Notary Public, State of Illinois My Commission Expires 7/22/2019

Date of Issue: December 11, 2018 PBC: RFP for Design-Build Services for Hancock Replacement School Page 32 of 39

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned	Luis Puig		. as President		
ine enacionginea.		Name		1	litle

and on behalf of A.L.L. Masonry Construction Co., Inc.

("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

	RESPOND	DENT		
Name of Firm:	A.L.L. Masonry Constr	A.L.L. Masonry Construction Co., Inc.		
Address:	1425 S. 55th Court	1425 S. 55th Court		
City/State/Zip:	Cicero, IL. 60804			
Telephone:	773-489-1280	Facsimile:	773-489-0360	
FEIN;	36-3032807	SSN:	N/A	
Email:	Louis@allmasonry.cor	n		
Nature of Transactio	n:			
Sale or	ourchase of land			
Constru	ction Contract			
🛄 Professi	onal Services Agreement			
🗌 Other	· · · · · · · · · · · · · · · · · · ·			

II. DISCLOSURE OF OWNERSHIP INTERESTS

² ursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".			
Corporation	Limited Liability Company		
Partnership	Limited Liability Partnership		
Sole Proprietorship	Not-for-profit Corporation		
Joint Venture	Other:		

FORM C - DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

			State o	f Incorporation or (Organization:	Illinois	
If outside of Illinoi	s, is your f	irm auth	orized to conduct	business in the Sta	ate Of Illinols:	🗌 Yes 🗌 I	No
City/State/ZIP:	Cice	əro, IL	. 60804				
Telephone:	773	-489-1280					
Identify the names ((Please attach list if r	of all office necessary.)	rs and d	irectors of the bus	lness entity.			
	Name				Title		
	Luis P	uig			President	·	
L	uis M.	Puig		Vi	ice Preside	ent	
	Nidia F	uig			Secretary		
Identify all shareho (Please attach list if Nar	ilders who necessary. ne	se ownei)	rship percentage e	xceeds 7.5% of the	e business enti Owne P	ty. ership interest ercentage	
Luis	Puig		7330 N. School	St., Niles, IL. 607	14	64	%
Luis M	. Puig		8242 N. Ozanam	Ave., Niles. IL. 607	14	36	%
							%
LLC's only, indicat	te Manage	ment Typ	be and Name:				
Member-manag	jed	🗋 Man	ager-managed	Name:			
Is the corporation corporations or leg If yes, please provid	or LLC ow gal entitles de the aboy	ned part ? /e informa	ially or completely ation, as applicable,	by one or more of	her oration or entity	Such that any per] No rson For
with a beneficial ov example, if Corpor Corporation B mus which owns 50% of	wnersnip in ration B ov t complete f Corporatic	terest of vns 15% a Disclos n B, then	of Corporation A, sure Affidavit. If Co both Corporations	and Corporation Contr orporation B is owne C and D must comp	A is contracting ad by Corporation lete Disclosure	with the PBC, ons C and D, eac Affidavits.	then sh of

FORM C - DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole p on behalf of any beneficiary:	proprietorship and is not acting in any rep	presentative capacity
If the answer is no, please complete the following	g two sections.	🗌 Yes 🗌 No
If the sole proprietorship is held by an agent(or nominee holds such interest.	s) or a nominee(s), indicate the principal(s	s) for whom the agent
N	lame of Principal(s)	
If the interest of a spouse or any other party state the name and address of such person which such control is being or may be exerci	v is constructively controlled by another or entity possessing such control and t ised.	person or legal entity, he relationship under
Name	Address	

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

- The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- 2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
- 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
- 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
- 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

- 1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity naving engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
- 3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
- 4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

- 1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
- 3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

- The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

....

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

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

Signature of Authorized Officer

Luis Puig

Name of Authorized Officer (Print or Type)

President

773-489-1280

Telephone Number

Title

State of Illinois	
County of Cook	
Signed and sworn to be	fore me on this <u>15th</u> day of January , 20 <u>19</u> by
Luis Puig	(Name) as President (Title) of
A.L.L. Masonry C	Construction Co., Inc. (Bidder/Proposer/Respondent or Contractor)
Notary Public Signature	Official Seal Matthew J. Briski Notary Public, State of Illinois My Commission Expires 09/13/2020

Date of Issue: December 11, 2018 PBC: RFP for Design-Build Services for Hancock Replacement School Page 32 of 39

EXHIBIT #13 Disclosure of Retained Parties

(Remainder of Page Intentionally Left Blank)

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

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

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

Retained Parties:

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

The Contractor understands and agrees as follows: 4.

.

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

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

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

Signature

Michael Cwienkala

Mic Narnevi (Type or Print)

January 17th, 2019 January 17th, 2019 Date

Vice President Vice Trasident

Subscribed and sworn to before me day of January this 17th Notary Public

Commission expires: 07/22/2019

(SEAL)

"OFFICIAL SEAL" SNE Angela M Campos Notary Public, State of Illinois My Commission Expires 7/22/201

CONSENT OF THE SOLE DIRECTOR OF K.R. MILLER CONTRACTORS, INC.

The undersigned being the sole director of K.R. Miller Contractors, Inc., an Illinois corporation (the "Corporation"), pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, as amended, hereby waives notice of the annual meeting of the director of the Corporation, and does hereby consent in writing to the adoption of the following resolutions:

RESOLVED, that all actions taken, all contracts entered into and all matters and things done by the officers of the Corporation in the general conduct of the business of the Corporation, from the date of the last annual meeting of the director to the present, shall be, and they hereby are, in all respects, fully approved, adopted, ratified and confirmed.

FURTHER RESOLVED, that the following persons are here by elected to the offices of the Corporation set opposite their names, to serve until the next annual meeting of the director, or until their successor(s) are elected and shall have qualified:

Keith R. Miller James Heidorn Michael Cwienkala Susan Miller President/Treasurer Senior Vice President Vice President Secretary

Effective as of January 1, 2015

Keith R. Miller

Being the Corporation President/Treasurer

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

- 1. This Disclosure relates to the following transaction: Construction Contract
 - Description of goods or services to be provided under Contract Construction Management and Masonry Work
- 2. Name of Contractor: <u>A.L.L. Masonry Construction Co., Inc.</u>
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
940.4 Minini		<u> </u>	
			······································

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

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

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

Signature

1/15/19 Date

President

Title

Luis Puig Name (Type or Print)

Subscribed and sworn to before me this	, 20_19 (SEAL)
Notary Public Commission expires: 09/13/2020	Official Seal Matthew J. Briski Notary Public, State of Illinois My Commission Expires 09/13/2020

Date of Issue: December 11, 2018

PBC: RFP for Design-Build Services for Hancock Replacement School

EXHIBIT #14

Schedule B – Joint Venture Affidavit and Joint Venture Agreement

Joint Venture Affidavit (1 of 3)

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

A.	Name of joint venture	K.R.M./A.L.L. Joint Venture		
8.	Address of joint venture	312 N May Street - Ste 100		
		Chicago, IL 60607		
C.	Phone number of joint venture	312-432-1070		

D. Identify the firms that comprise the joint venture

K.R. Miller Contractors, Inc.

A.L.L. Masonry Construction Co., Inc.

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

A.L.L. Masonry, as a MBE firm, will be assisting in pre-construction services including

constructibility reviews and budget estimates. A.L.L. Masonry will also be managing the

construction of the building envelope including exterior framing, masonry, windows, and roofing.

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

K.R. Miller Contractors, Inc. is a general contractor, construction manager, and design-build firm that has performed numerous projects including renovations, new construction, and expansions for municipalities, school districts, government agencies, and private businesses since 1991.

E. Nature of joint venture's business

See the attached joint venture agreement for details pertaining to the nature of this joint venture.

Pr	ovide a copy of the joint venture agreement.		
Q	wnership: What percentage of the joint venture is c	claimed to be owned	by MBE/WBE? 30 %
Sp	pecify as to:		
1.	Profil and loss sharing	30	
2.	Capital contributions, including equipment	30	·%
З.	Other applicable ownership interests, including control.	ownership options o	r other agreements which restrict ownership or

FORM B – JOINT VENTURE AFFIDAVIT

	the atla	sched joint venture agreement for further defails
Con who prim	trol o are le res	of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) responsible for day-to-day management and policy decision making, including, but not limited to, those with sponsibility for:
1.	Fina Keilt	nncial decisions 1 Miller - Caucasian - Male - President - K.R. Miller : Luis Puig - Hispanic - Male - President - ALL Masonry
2.	Mar	agement decisions such as:
	a.	Estimating See above line item 1
	b.	Marketing and Sales See above line item t
	C.	Hiring and firing of management personnel See above line item 1
	d.	Other See the allached joint venture agreement for further details
3.	Pur Miel	chasing of major items or supplies nad Gwienkata - Gaucasian - Mate - Vice Prosident - K.R. Miller : Luis Purg - Hispanic - Mate - President - ALL Masonry
4.		Dervision of field operations Ingusham - Nalve American - Nale - Generel Superintendent - K.R. Mitter Tom Sucicity Caucasian, Male - Superintendent, ALL Masonry
5.	Su Mici	Dervision of office personne) hael Cwlenkala - Caucasian - Male - Vice President - K.R. Millor : Luis Pulg - Hispanic - Male - President - ALL Masorry
6.	De: will ver	scribe the financial controls of the joint venture, e.g., will a separate cost center be established; which venture be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each join nturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.
Se	e (he al	tached joint venture agreemont for further details
7.	Sta of 1	ite approximate number of operational personnel, their craft and positions, and whether they will be employee he majority firm or the joint venture.
	eration	al personnel including office staff, management, accounting, and supervision will range from approx 10-14 personnel and personnel including labor forces
Ôp		

FORM B – JOINT VENTURE AFFIDAVIT

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

	Luis Puig
Name of Joint Venturer	Name of Joint Venturer
K.R. Miller Contractors, Inc.	ALL Masoner Construction Co., Inc.
signature	Signature
Name	Name
	Title
Dale	Date
State of ILLINOIS county of COOK	State of Illinois County of Cook
On this 1775 day of JANUARY 20 19	On this 15 day of January , 20 19
before me appeared (Name)	before me appeared (Name)
Keith MILLER	Luis Luig
to me personally known, who, being duly sworn,	to me personally known, who, being duly swom,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
KRM/ALL JOINT VENTURE	K.R.M./A.L.L. Joint Venture
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her
-free act and deed.	free act and deed.
OVO CO CO MADO	Chief 1 KS
Notary Public	Notary Public
ANGELA M. CAMPOS	- Contralazione
Commission expires: 07-12212019 (SEAL)	(SEAL)
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Official Seal
"OFFICIAL SEAL"	Matthew J. Briski
Angela M Campos	Notary Public, State of Illinoi
My Commission Expires 7/22/2019	My Commission Expires 09/13/
	et construction of the second s

Date of Issue: December 11, 2018 PBC: RFP for Design-Build Services for Hancock Replacement School Page 25 of 39

#### JOINT VENTURE AGREEMENT

This Agreement made and executed this 7th day of January, 2019, by and between K.R. MILLER CONTRACTORS, INC., an Illinois corporation, having its legal place of business at 1624 Colonial Parkway, Inverness, IL 60067 and satellite office at 312 N. May Street-Ste 100, Chicago, IL 60607, hereinafter sometimes referred to as "K.R. MILLER" and ALL MASONRY CONSTRUCTION CO., INC. an Illinois Corporation, having its principal place of business at 1425 S. 55th Ct., Cicero, IL 60804, hereinafter sometimes referred to as "ALL MASONRY" WHEREAS:

A. PUBLIC BUILDING COMMISSION OF CHICAGO has invited bids for the Design/Build Services for the Hancock Replacement School, such contract together with related documents, change orders, and supplemental agreements being herein after referred to as the "Contract" and the project and work there under is hereinafter referred to as the "Project", and

B. K.R. MILLER and ALL MASONRY intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint proposal for the performance of the Project and if the Contract is awarded to the Joint Venture to perform the Project and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Project are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:

 The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the "KRM/ALL Joint Venture", but is in this Agreement referred to as the "Joint Venture". The sole and exclusive purpose of the Joint Venture shall be to submit a bid for the performance of the Project and if the Contract is awarded to the Joint Venture, to perform the Project. The Joint Venture and this Agreement shall terminate (a) if the parties do not agree on the terms of the bid; or (b) if the Contract is not awarded to the Joint Venture; or (c) when the Contract has been fully completed including completion of Contract guarantees and the accounts are settled between the parties in accordance with the terms hereof. This Agreement shall not limit either party from engaging in other business for its own account, but each party will have no responsibility for contracts or business entered into by the other party for its own account and not a part of this Joint Venture.

- 2. The parties shall prepare, execute and submit a bid for the performance of the Contract in an amount and on terms mutually agreed upon prior to its submission. The bid shall be made in the joint names of the parties. No bid shall be filed in the joint names of the parties unless: (a) the necessary commitments for Performance and Payment bonds have been obtained in advance of the bid in the parties proportionate equity shares; (b) proper arrangements have been made for submission of a bid bond if required by the bidding documents of the total bid price, including any additives, the same to be filed with the bid as required by the bidding documents; (c) the prices to be inserted in the bidding documents have been agreed upon by the parties.
- 3. At any time prior to the formal submission of the bid either party upon giving prior written notice to the other may withdraw from the Joint Venture and be under no further obligation hereunder. In such event either party may submit a bid alone or with others without any obligation to the withdrawing or other party.
- 4. Any negotiations between the parties and the KRM/ALL Joint Venture, or between the

parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.

- 5. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following paragraphs 6 to 27.
- 6. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and know-how so far as practicable.
- 7. Each party shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance therefor (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto a between themselves in connection with the Contract and with respect to any and all liabilities, costs and expenses in connection herewith, shall be in the following portions:

#### **PERCENTAGES**

K.R. MILLER 70%

ALL MASONRY 30%

At this time, it is anticipated that the Joint Venture will act as a General Contractor self-performing project management services, general conditions, as well as other general contracting duties on the project. Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture until and unless paragraph 21 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract. Each party agrees to cause the execution and delivery of any corporate indemnity agreement required by all bonds provided by the Joint Venture under the Contract.

8. (a) All necessary working capital, when and as required for the prosecution of the Contract, shall be furnished by K.R. MILLER and ALL MASONRY in proportion to its equity share. A bank account shall be opened in such bank and under such names as the parties may determine, in which all the funds advanced hereunder for the performance of the Contract as well as the funds received on account thereof shall be deposited.

Withdrawals shall be made from such bank account in such manner and in such form as K.R. MILLER and ALL MASONRY from time to time direct and by signatories

designated by them. Disbursements shall require the signatures of both parties.

(b) Within five days after the award of the Contract to the Joint Venture, K.R. MILLER And ALL MASONRY shall proportionally advance and pay into such bank: account the initial sum of (\$10,000.00). All additional capital required under the Contract for the Project shall be determined as follows: Within ten days after all of the parties determine that any additional sums are required for the performance of the Contract, all parties shall deposit in such bank account such proportional amounts as shall be designated by the parties.

(c) In the event any party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other parties may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is two percent (2 %) above the prime rate of interest charged from time to time by the MB Financial Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or account') prior to any sums being paid to the non-advancing member of the Joint Venture. The excess funds and interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share of the loss in the Joint Venture as set forth in Paragraphs 7 and 18.

(d) Except as provided in Paragraph 8(c) above, for the repayment of excess funds

advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in a jointly approved by both parties.

- 9. Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose nor shall money be borrowed in the name of the Joint Venture except as may be authorized jointly by K.R. MILLER and ALL MASONRY.
- 10. To facilitate handling of all matters and questions in connection with the performance of the Contract by K.R. MILLER and ALL MASONRY, each of the parties appoints the following Representatives and Alternates to act on its behalf in relation to any and all matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Contract and the Project, including but not limited to those of a contractual nature with the Joint Venture and any of its representatives, or with third persons. Actions and decisions of the K.R. MILLER and ALL MASONRY Representatives shall be by unanimous vote wherever possible. Otherwise, actions and decisions shall be made by vote with each representative's vote

equal to its firm's proportional share in the management of the Joint Venture in accordance with Paragraph 7.

The following are appointed the initial and alternate representatives of the parties:

K.R. MILLER	ALL MASONRY
Representative: Keith Miller	Representative: Luis Puig, Jr.
Alternate: Michael Cwienkala	Alternate: Tom Sucich

All parties may at any time and from time to time change its Representative or appoint a successor Representative by filing with the other a written notice and duly executed appointment of a new representative or Alternate. If a Representative at any time resigns or is unable to act (temporarily or permanently) his Alternate shall act in his place and stead with the same authority as such Representative and the Alternate's action shall be binding upon the party who appointed him.

- 11. Each party shall have a voice equal to its proportional share in the management of the Joint Venture. The Representatives of K.R. MILLER and ALL MASONRY shall meet from time to time as required to act on necessary matters pertaining to the Project. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Project shall be mutually agreed upon by such Representatives. No Representative shall be liable to the parties by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.
- 12. The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the general charge and control of a Project Management Team who shall be subject only to the joint control and direction of the

Representatives. The Project Management Team shall be given such specific powers as the parties may from time to time delegate. The Project Management Team shall be appointed by the Representatives of K.R. MILLER and ALL MASONRY and shall serve as such during their pleasure; the members of the Project Management Team at the time of appointment shall be employees of K.R. MILLER and ALL MASONRY.

- 13. Subject to the joint control and direction of the Representatives the supervision of accounting, finances, and taxes of the Project shall be under the general charge and control of a Project Controller. The Project Controller shall be an employee of K.R. MILLER.
- 14. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at the Project office of the Joint Venture. All records of the Joint Venture shall be open for inspection by K.R. MILLER and ALL MASONRY at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion bases for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.

(b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to

express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

(c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by K.R. MILLER and ALL MASONRY.

15. Cost of construction shall consist of the costs of all project management, supervision, labor, material, plant, and equipment purchased or rented, subcontract bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees (not on the Project Management Team), except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

Upon the advice of the Project Controller and subject to the approval by the K.R. MILLER and ALL MASONRY Representatives as part of the Project payment application procedures, all parties may be reimbursed upon presentation of supporting records for costs directly associated with the Project as follows:

(a) Wages paid for labor in the direct employ of the party who are engaged directly in

the performance of the work of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such union, welfare or other benefits, if any, as may be payable with respect thereto.

(b) Salaries of personnel of either party when assigned to the Project Management Team or temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment, shall be considered as stationed at the Project office) and their salaries (including vacation time and if mutually approved appropriate bonuses, if any) shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.

(c) Cost of contributions, assessments, or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).

(a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.

(b) Cost of premiums for all types of bonds and insurance which the Joint Venture *is* required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most

economical price for said insurance through an insurance broker or brokers agreed upon by the parties.

16. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

(b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venture furnishing such plant and equipment, and the other Joint Ventures shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs

and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner shall fully insure the equipment at its cost and the Joint Venture shall not be responsible for the loss of or any damage to the equipment while it is in the custody or control of the Joint Venture.

(d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.

17. Upon the completion of the Project, after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of the Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the parties or which the parties may reasonably anticipate will be brought against them; and (e) reserves for contingencies, if any, including Contract guarantees that shall be determined by the parties in their discretion to be necessary, and after repaying all sums advanced by the parties for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided equal to its proportional share between K.R. MILLER and ALL MASONRY. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed. It is the intent of this Joint Venture Agreement that before the final distribution of funds is made to K.R. MILLER and ALL MASONRY , all costs and charges incurred in the performance of the contract be satisfied.

18. (a) If the performance of the Contract results in a loss, the parties shall be obligate accordance with paragraph 8 for any such loss (irrespective of the fact that with K.R. MILLER and ALL MASONRY may have advanced more than its respective share of working capital provided above). Such liability of K.R. MILLER and ALL MASONRY for the bearing of losses shall continue with respect to any claims which at any time, either before or at the completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing done within their authority in connection with performance of the Contract.

(b) In the event of loss:

- If any funds remain, and K.R. MILLER and ALL MASONRY have contributed their required proportions of working capital, then such remaining funds shall be paid to K.R. MILLER and ALL MASONRY in the amounts contributed by each, less their respective shares of the loss. If K.R. MILLER and ALL MASONRY have not contributed their required proportions of working capital, but sufficient funds available, then such funds shall be repaid to K.R. MILLER and ALL MASONRY in the amounts contributed by each, less their respective shares of the loss.
- 2. If K.R. MILLER and ALL MASONRY have not contributed their required proportions of working-capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make

up the deficit in its account. Upon its failure to do so the indemnity provisions of Paragraph 7 of this Agreement shall become operative so as to ensure that the non-defaulting party shall bear no more than its proportionate share of the loss.

- 3. If K.R. MILLER and ALL MASONRY have not contributed their required proportions of working capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make up the deficit in its account. Upon its failure to do so the indemnity provisions of Paragraph 7 of this Agreement shall become operative, so as to ensure that the non-defaulting party shall bear no more than it proportionate share of the loss.
- 4. If K.R. MILLER and ALL MASONRY have not contributed their required Proportions of working capital, and no funds remain or some liabilities are unsatisfied, then the indemnity provisions of Paragraph 7 of this Agreement shall become operative, so as to ensure that neither party shall bear more than its proportionate share of the loss.
- 19. In connection with any matter arising under the Contract, in no event shall either K.R. MILLER and ALL MASONRY be liable to the other, or the Joint Venture, for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate of the Joint Venture or any member of the Joint Venture management team be liable to K.R. MILLER and ALL MASONRY or the Joint Venture, except for direct( but no consequential) damages resulting from actual fraudulent or

dishonest conduct.

- 20. In no event shall K.R. MILLER or ALL MASONRY be liable to the other or the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages, except as otherwise, provided in this Agreement.
- 21. Upon the bankruptcy or insolvency of either K.R. MILER or ALL MASONRY, or should any party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the "insolvent party") and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the Contract shall thereafter be taken solely by the other party, its Representative and Alternate. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement.
- 22. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of the Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or permit either party to bid for or to undertake any other contracts for the other party.

- 23. Neither this Agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in connection with the Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Contract) may be assigned, pledged, transferred, Of hypothecated, without the prior written consent of the parties hereto.
- 24. All moneys contributed by the parties to this Joint Venture and all moneys received as payments under the Contract or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.
- 25. Subject to the provisions of paragraph 22, the term of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.
- 26. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
- 27. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office.

The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of change of address is given.

- 28. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- The business address for this Joint Venture shall be 312. N. May Street Suite 100 Chicago, Illinois, 60607
- 30. Notwithstanding any language herein to the contrary, all modifications to this agreement must be affirmed by all parties to this agreement. In witness whereof the parties have fully executed this Agreement on the day and year first above written.

ATTEST: K.R. MILLER CONTRACTORS, INC.

By:

President

ATTEST: ALL MASONRY CONSTRUCTION CO., INC.

By:

President

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#### JOINT VENTURE AGREEMENT KRM/ALL Joint Venture Addendum No. 1

It is agreed by both parties that K.R. MILLER and ALL MASONRY are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture on the Contract. Serving as a General Contractor, the general work to be performed by ALL MASONRY shall include, but is not limited by, Unit Masonry, Structural Steel Framing, Steel Joist Framing, Steel Floor Decking, Steel Roof Decking, Cold-Formed Metal Framing, Metal Fabrications, Metal Stairs and Railing, Miscellaneous Rough Carpentry, Exterior Sheathing and Assemblies, Dampproofing, Waterproofing, Air and Vapor Barrier, Thermal Insulation, Roofing Assemblies, Sheet Metal Flashing and Trim, Roof Accessories, Joint Scalants, Expansion Joint Assemblies, Hollow Metal Doors and Frames, Flush Wood Doors, Access Doors and Frames, Overhead Coiling Doors, Aluminum-Framed Entrances and Storefronts, Aluminum Window Walls, Aluminum Windows, Window Guards, Door Hardware, Automatic Door Operators, Glazing, and Louvers. ALL MASONRY shall provide general conditions and general requirements including, but not limited to, personnel to manager, supervise, and control their scope of work, setup and rental of office trailers for the owner and design-builder, storage containers as required, roll-off dumpsters, portable toilets, temporary fencing, maintenance of temporary fencing, registered survey, rodent control, temporary enclosures, winter conditions, and MEP Coordinaton. Likewise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be performed by K.R. MILLER.



# DEPARTMENT OF PROCUREMENT SERVICES

# **CITY OF CHICAGO**

DEC 21 2017

Luis Puig, Jr. A.L.L. Masonry Construction, Co., Inc. 1414 West Willow Street Chicago, IL 60622

Dear Luis Puig, Jr.:

We are pleased to inform you that A.L.L. Masonry Construction Co., Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 12/01/2018, 12/01/2019, 12/01/2020, and 12/01/2021. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

# A.L.L. Masonry Construction Co., Inc.

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

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

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

#### NAICS Codes:

# 236210 – Industrial Building Construction

# 236220 - Commercial and Institutional Building Construction

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Rich/Butler First Deputy Procurement Officer

**RB/vlw** 

KRM/ALL JV Page 8





# To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of

# Business Services. I certify that

K.R. MILLER CONTRACTORS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 1991, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



# In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of APRIL A.D. 2018 .

Authentication #: 1810600898 verifiable until 04/16/2019 Authenticate at: http://www.cyberdriveillinois.com

1 De W

SECRETARY OF STATE

K.R. Miller Contractors, Inc. Tab 4 Attachments Page <u>2</u> of <u>7</u>

KRM/ALL JV Page 133 of 220



# **CORPORATION FILE DETAIL REPORT**

File Number	56639632			
Entity Name	K.R. MILLER CONTRACTORS, INC			
Status	ACTIVE			
Entity Type	CORPORATION	Type of Corp		DOMESTIC BCA
Incorporation Date (Domestic)	12/12/1991	State		ILLINOIS
Agent Name	PATRICK ENRIGHT	Agent Change Date	2	06/07/2016
Agent Street Address	10 S LASALLE ST STE 3700	President Name & A	Address	KEITH R MILLER ONE HIGHPOINTDR HAWTHORN WOODS 60047
Agent City	CHICAGO	Secretary Name &	Address	SUSAN MILLER ONE HIGH POINT HAWTHORN WOODS 60047
Agent Zip	60603	Duration Date		PERPETUAL
Annual Report Filing Date	11/21/2017	For Year		2017
Return to the Search S	Screen	P	urchase Ce	rtificate of Good Standing

Return to the Search Screen

(One Certificate per Transaction)

**OTHER SERVICES** 

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

K.R. Miller Contractors, Inc. Tab 4 Attachments Page 3 of 7

	CITY OF	CHICAGO	
<b>MOV</b>	LICENSE C	ERTIFICAT	E CIO
		FOLLOWING SPECIFIED LICENSE IS	
DBA	K R MILLER CONTRACTORS, INC		PRINTED ON: 03/28/2018
	K R MILLER CONTRACTORS, INC 312 N. MAY ST. CHICAGO, IL 60607	GIOA	<b>GIO</b>
LICENSE	1475778	1010	\$****250.00
100 miles 100	Limited Business License		
	PRESIDENT:KEITH X. MILLER SECRETARY:WILLIAM A. MILLER	alov	
Thi. the THIS LIC AND MAY WITH AL COUNTY	s license is a privilege granted and not City of Chicago. ENSE IS ISSUED AND ACCEPTED SUBJECT TO THE Y BE SUSPENDED OR REVOKED FOR CAUSE AS PR LLAWS, ORDINANCES, RULES AND REGULATIONS OF COOK, CITY OF CHICAGO AND ALL AGENCIES T	a property right. This lice REPRESENTATIONS MADE ON THE A OVIDED BY LAW, LICENSEE SHALL OF OF THE UNITED STATES GOVERNMEN THEREOF:	PPLICATION THEREFOR, BSERVE AND COMPLY NT, STATE OF ILLINOIS,
	S THE HAND OF THE MAYOR OF SAID CITY AND THE THIS 15 DAY OF MAY ATTES	E CORPORATE SEAL THEREOF , 2018 EXPIRATION DATE: May 15,	2020
COT OF CHICK	Rohm Emanuel ACCOUNT NO. 55877 SILE : MAYOR TRANS NO.	Anna H. Valme	CITY CLERK
RATED AID IN	THIS LICENSE MUST BE POSTED IN A CONSPICU	OUS PLACE UPON THE LICENSED PR	
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K.R. Miller Contractors, Inc. Tab 4 Attachments Page<u>4</u> of <u>7</u>

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# City of Chicago Department of Buildings General Contractor's Licenses

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

K.R. MILLER CONTRACTORS, INC. 1624 COLONIAL PARKWAY INVERNESS IL 60067-

LICENSE CLASS: (A

# (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: **TGC04382** FEE: **\$ 2000** DATE ISSUED: **04/04/2018** 

DATE EXPIRES: 05/05/2019

# THIS LICENSE IS NON-TRANSFERABLE

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

Im Emas

Rahm Emanuel Mayor

K.R. Miller Contractors, Inc. Tab 4 Attachments Page 5 of 7

Jaslock Bydland

CERTIFICATE NUMBER: GC04382-15

Judith Frydland Commissioner

	CITY OF LICENSE O NON-TR/	CHICAGO CERTIFICATE ANSFERABLE	
BY THE AUTHON NAME:	ORITY OF THE CITY OF CHICAGO, TH	HE FOLLOWING SPECIFIED LICENSE IS HERE	BY GRANTED TO
DBA: AT: LICENSE NO.:	A.L.L.MASONRY CONST.CO., IN A.L.L.MASONRY CONST.CO., INC 1414 W. WILLOW ST., Apt./Su CHICAGO, IL 60622	C. ite 1 CODE:	PRINTED ON: 11/02/2018 FEE:
LICENSE:	59947 Limited Business License PRESIDENT:LUIS PUIG SECRETARY:NIDIA PUIG	1010	\$****250.00
This 1 the Ci THIS LICENSE AND MAY BES WITH ALL LAW COUNTY OF C	icense is a privilege granted and n ty of Chicago. E IS ISSUED AND ACCEPTED SUBJECT TO TH SUSPENDED OR REVOKED FOR CAUSE AS I VS, ORDINANCES, RULES AND REGULATION COOK, CITY OF CHICAGO AND ALL AGENCIE:	ot a property right. This license i HE REPRESENTATIONS MADE ON THE APPLIC PROVIDED BY LAW, LICENSEE SHALL OBSER S OF THE UNITED STATES GOVERNMENT, ST S THEREOF:	s the property of CATION THEREFOR, VE AND COMPLY ATE OF ILLINOIS,
WITNESS THE	HAND OF THE MAYOR OF SAID CITY AND T THIS 15 DAY OF NOVEM ATTI	HE CORPORATE SEAL THEREOF BER , 2018 EXPIRATION DATE: November 15 Oppma M. Valmin	1, 2020
According to the second	DUNT NO. 41254 SITE MAYOR IS NO. S LICENSE MUST BE POSTED IN A CONSPIC	CIT) CUOUS PLACE UPON THE LICENSED PREMIS	ES.
Elle for the second sec		KRM	VALL JV Page 137 of 220

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# Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

**If yes**, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. *Do not discard* - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.



KRM/ALL JV Page 138 of 220

Certificate No: MC5264-28 Certificate of Registration masonry and mason construction and all matters pertaining to mason construction, and having satisfied this Board having been duly examined by the Board of Examiners of Mason Contractors as to his/her practical knowledge of within the City of Chicago in accordance with an act of the Forty-Eighth General Assembly of the State of Illinois MASON CONTRACTOR'S CERTIFICATE Department of Buildings LICENSED MASON CONTRACTOR CONCRETE AND BRICK of the City of Chicago Rahm Emanuel, Mayor issued by the with his/her competency therein is hereby authorized to engage in business as a This certifies that LUIS PUIG, JR. License Number MC5264

passed June 27th, 1980, "To provide for the licensing and regulation of Mason Contractors and Employing Masons" construction of buildings", approved June 30, 1913 and so engage in business as a Mason Contractor or Employing "To provide for the licensing of Mason Contractors and Employing Masons and to regulate the safe and proper and subject to the provisions of all other ordinances of said City relating to all mason work placed in or upon Mason in the City of Chicago under the provisions of an ordinance of the City Council of the City of Chicago, in connection with any building or other structure. This certificate EXPIRES April 12, 2019.

and the

Corporation/LLC Search/Certificate of Good Standing

#### 8/20/2019



Office of the Secretary of State Jesse White

# Corporation/LLC Search/Certificate of Good Standing

# LLC File Detail Report

File Number 07816367

Entity Name KRM ALL JOINT VENTURE LLC

Status ACTIVE

Entity Information	
Principal Office 312 N. MAY STREET, SUITE 100 CHICAGO, IL 606070000	-
Entity Type LLC	
Type of LLC Domestic	
Organization/Admission Date Thursday, 16 May 2019	
Jurisdiction IL	
Duration PERPETUAL	
Agent Information	

Name



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### DEPARTMENT OF PROCUREMENT SERVICES

## **CITY OF CHICAGO**

DEC 21 2017

Luis Puig, Jr. A.L.L. Masonry Construction, Co., Inc. 1414 West Willow Street Chicago, IL 60622

Dear Luis Puig, Jr.:

We are pleased to inform you that A.L.L. Masonry Construction Co., Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2018**, **12/01/2019**, **12/01/2020**, **and 12/01/2021**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

### A.L.L. Masonry Construction Co., Inc.

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

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

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

#### NAICS Codes:

### 236210 – Industrial Building Construction 236220 – Commercial and Institutional Building Construction

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Rich/Butler First Deputy Procurement Officer

RB/vlw



# **Certified Profile**

# CLOSE WINDOW

Print

### **Business & Contact Information**

Business Name	Urban Works, Ltd.
Owner	Patricia Saldaña Natke
Address > <u>Map This Address</u>	213 W. Institute PI., #710 Chicago, IL 60610
Phone	312-202-1200 Ext. 11
Fax	312-202-1202
Email	pnatke@urbanworksarchitecture.com
Certification Information	
Certifying Agency	Cook County
Certification Type	MBE - Minority Business Enterprise
Certification Date	5/9/2017
Renewal Date	5/9/2018
Expiration Date	5/9/2020
Certified Business Description	Licensed Professional Services: Architectural Services; Interior Design and

### **Commodity Codes**

Code	Description
NAICS 541310	Architectural (except landscape) services

**Urban Planning** 

### Additional Information

# CLOSE WINDOW

Print

# **Certified Profile**

# **Business & Contact Information**

Business Name	Urban Works, Ltd.
Owner	Patricia Saldaña Natke
Address > <u>Map This Address</u>	213 W. Institute PI., #710 Chicago, IL 60610
Phone	312-202-1200 Ext. 11
Fax	312-202-1202
Email	pnatke@urbanworksarchitecture.com

Certification Information	
Certifying Agency	Cook County
Certification Type	WBE - Women Business Enterprise
Certification Date	5/9/2017
Renewal Date	5/9/2018
Expiration Date	5/9/2020
Certified Business Description	Licensed Professional Services: Architectural Services; Interior Design and Urban Planning

# **Commodity Codes**

Code	Description
NAICS 541310	Architectural (except landscape) services

### Additional Information



# CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain 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 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, schoolchildren and public.

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

During the term of this Agreement, the Board shall not contract or subcontract, nor 1. permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, 5 manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in excess of \$25,000.00

- ; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.
- 2. All contractors working on projects subject to this Agreement shall be required to maximize the number of the apprentices working on the project.
- 3. The Board shall require that the Public Building Commission (PBC) comply with this Agreement on projects managed by the PBC that it performs on the Board's behalf.
- 4. With respect to a contractor or subcontractor who is the successful bidder, but is nota signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
- 5. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
- 6. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, 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 any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$25,000.00 or under.
- 7. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory 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.
- 8. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement 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.

- 9. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
- 10. This Agreement shall expire on June 30, 2025 unless either party gives written notice to the other no earlier than February 1, 2020 and no later than March 1, 2020 to terminate this Agreement effective June 30, 2020. If such notice to terminate is given or, if not, upon expiration on June 30, 2025, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 11.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
  - b.) In the event any other 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 Paragraph 1 above 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 Board project and property upon proper notice to the contractor and/or subcontractor.
- 12. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same

International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute.
  A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 13. This agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
- 14. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. These parties agree to utilize the services of the Center for

Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

- 15. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 16.(a.) 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 for disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems which may arise during the term of this Agreement can be directed. 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. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.
  - b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
- 17. 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.

18. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

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-7-Dated this _____ day of ______, 2015, in Chicago, Illinois. CHICAGO BOARD OF EDUCATION By: Maril J. Vitale, President Attest: <u>Steln J. Beltan</u> Estela G. Beltran, Secretary Date: 3/6/15 Board Report#: 15-0128-EX5 sabley & James Bebley, General Counsel Address: _____ City, State, Zip Code: ______ Telephone Number: By:_____ Its: .....

2015 FEB 19 - PM 2: 55

Dated this _____ day of ______, 2015, in Chicago, Illinois.

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# CHICAGO BOARD OF EDUCATION

By: ___

Attest: Sittle M. Rultur 2/3/15 Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel ATM ATSAC Labor Organization: Address: 660 FND4Stal DR City, State, Zip Code: <u>ELM Hurst</u> II 60/26 941 2300 Telephone Nümber: 630 By: ALLEN AM4C Its:

Dated this 19 day of MATCL	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Killi H. Biltian</u> Estela G. Beliran, Secretary	
Date: 3/6/15	•
Board Report#: 15-0128-EX5-	1
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James Beblay, General Counsel 6114	., ii
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. Labor Organization: Boiler makers	UNION LOCAL NO. DAE
Address: 2941 3. Archer	Ave
City, State, Zip Code: Chicago IL	60608
Telephone Number: <u>773-347-533</u>	
By: OOHN F. KIEL / C.	LAT TreAsurer
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Datèd this day of	, 2015, in Chicago, Illinois,
	CHICAGO DOARD OF EDUCATION
	By: David J. Vitale, President
Allest: <u>Blill H. Biltan</u> Estela G. Bellran, Secretary	
Date: 3/6/15 Board Report#: 15-0128-EX5-	· t .
James Bobloy, General Coursel OTWA	
. Labor Organization: <u>CARPENTERS</u>	Council.
Address: 12 EAST ERIE ST.	CHICAGO, IL.
City, Siate, Zip Code: 60611	
Telephone Number: (312) 787-3076 By: Kay Bunain Is: VICE PRESIDENT	

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	oots la Chienen Illinois
Dated this day or	, 2013, III Chicago, minors,
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Blils H. Biltin	
Date: 3/6/15	ં, પ્ર, દ
Board Report#: 15-0128-EX5	m
James Bebloy, General Coursel	۰. ^۱ ۵. • ۲
- Labor Organization: CEMENT M	sous Local 302
Address: 739 2544 AVE	
City, State, Zip Code: <u>DELUNCOD</u>	<u>TI 60104</u>
Tolophone Number: 708 544-916	<u>io</u>
By: Detune Vallack	
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Dated this 5 day of F.e.B., 2015, in Chicago, Illinois.

### CHICAGO BOARD OF EDUCATION

By: _______ David J. Vitale, President

Attest: Battly H. Rultur 2/3/15-Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel of M

Labor Organization: <u>IBEW, LUCAT-13-</u>
Address: 400 WWAGHINGTON
City, State, Zip Code: <u>CHICHTOTO IL 60661</u>
Telephone Number: 312 454-1340
By: Down D. 1 DOWALD FINN Its: BUSINESS MANAGER/FINANCIAL SECU

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Dated this $\frac{9\pi^{\mu}}{2}$ day of MPR CW, 2015, in Chicago, Illinoi	1 18. i
CHICAGO BOARD OF BI	DUCATION
By: Navid J. Vitale, President	ATM .
Attest: <u>Billin H. Billin</u> Estèlà G. Beitran, Secretary Date: <u>3/6//5</u>	i.
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel MIMA	
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ATERNATIONAL INHOM OF	•
Provi or Perindianti and a considerate and the second	
Address:	
LOCAL NO. 2	
City, State, Zip Code: 5860 W. 111th St.	
Telephone Number: Chicago Ridge, IL 60415	748-907-7770
By: Coil Summer MGR / President	۰.

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3-9-15

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Dated this _____ day of ______, 2015, in Chicago, Illinois.

### CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

Attest: Little M. Rultur 2/3/15 Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

polly James Bebley, General Counsel

Labor Organization: Local 17 Heat + Frost Insulators
Address: 18520 Spring Creek Dr Suite U
City, State, Zip Code: Tinley Park, IL 60477
Telephone Number: 708 468 8000
By: Brian Alynn
Its: BUSINESS MANAGER

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, 2015, in Chicago, Illinois. Dated this _____ day of CHICAGO BOARD OF EDUCATION By: David J. Vitale, President Attest: <u>Still N. Biltin</u> Estela G. Beltran, Secretary • Date: 3/6/15 Board Report#: 15-0128-EX5-1 James Bebley, General Counsel M ~ Labor Organization: Laborers District Council, of chicago a Vicinity Address: 999 Mc Clintock Drive Suite 300 City, State, Zip Code: Burr Ridge, 12 60527 Telephone Number: 630, 655.8284 Manager By: Jano 90 Com Its: Busined

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, 2015, in Chicago, Illinois. Dated this _____ day of CHICAGO BOARD OF EDUCATION David J. Vitale, President By: G. Beltran, Secretary Attest: _____ 94³ Date: 3/6/15 Board Report#: 15-0128-EX5-1 James Bebley, General Countrel (1) . Labor Organization: Laborers District Council of chicago a Vienity Address: 999 Mc Clintock Drive Suite 300 City, State, Zip Code: Burr Ridge, 11 60527 Telephone Number: 630, 655.82.84 Maringer. By: Busersed

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Dated this _____ day of _____, 2015, in Chicago, Illinois.

# CHICAGO BOARD OF EDUCATION

By: _______ David J. Vilaie, President

Attest: <u>Stalla M. Biltur</u> 2/3/15 Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel GTW

Labor Organization: IRON WORKERS LOCAL #1
Address: 7720 INDUSTRIAL DR.
City, State, Zip Code: FOREST PARK, IL 60130
Telephone Number:
By: Crary Satutio
Its: PRESIDENT/BM

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Dated this / day of APRIL , 2015, in Chicago, Illinois.

### CHICAGO BOARD OF EDUCATION

By: _______ David J. Vitaie, President

Attest: <u>Stilly H. Rultur 2/3</u>/15 Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel JTM

Labor Organization: <u>ARCHITECTURAL FORMAMENTAL IW</u> 63 Address: <u>3525 W. LEXINGTON ST</u>. City, State, Zip Code: <u> $BROADVIEW_{1}$  //-</u> Telephone Number: <u>708 - 344 - 7727</u> By: <u>2224</u> Its: <u>BUSINESS MANAGER, FST</u> Dated this _____day of ______, 2015, in Chicago, Illinois.

-6--

### CHICAGO BOARD OF EDUCATION

By: ______ David J. Vitale, President

Attest: <u>Stella M. Aultres</u> 2/3/15 Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel ATM

Labor Organization: MACH, JERMONERS RIGGERS MACH, JER	KRECTORS
Address: 1820 BEACH ST.	
City, State, Zip Code: BROND VIEW, 121 60656	
Telephone-Number: 708-615.9300	
By John Fulton	
Its: BMFS-T	

-6--Dated this _____ day of ______, 2015, in Chicago, Illinois. CHICAGO BOARD OF EDUCATION By: _______ David J. Vitale, President Attest: Jottla H. Biltur 2/3/15 Estela G. Beltran, Secretary Board Report#: 15-0128-EX5-1 James Bebley, General Counsel GTM Labor Organization: Local 126, I.A. M.A.W. Address: 120 East Ogden Ave, SuiteIBA City, State, Zip Code: Hinsdale, IL 60521 Telephone Number: 630 - 655 - 1930 By: Karl D. Scupolin Its: Business Representative

-7ł ų , 2015, in Chicago, Illinois. Dated this ____ day of ____ ): Ĭ. CHICAGO BOARD OF EDUCATION By: David J. Vitale, President Beltran, Secretary Attest: · , 3/6/15 Date:_ Board Report#: 15-0128-EX5-1 James Bobley, General Counsel a ŝ 4 . Labor Organization: RALAPERS DETRICE COUNCIL HIY Address: USO W. Allams 60607 City, State, Zip Code: CNLOQD IL. Telephone Number: (810)47-0046 

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Dated this 6th day of FEBVARY, 2015, in Chicago, Illinois.

# CHICAGO BOARD OF EDUCATION

By: _______ David J. Vitate, President

Estela G. Beltran, Secretary Attest: _

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel ATM

Labor Organization:	PIPE FIM	ERS 1	.0.597
Address: 45N	Odgen	AUE	
City, State, Zip Code:	CHGO	IL	60607
Telephone Number:	312-8	29 -4	191 × 240
By: Annes Bu	uchanan 35 MANI	AAER	

Dated this 5th day of February , 2015, in Chicago, Illinois.

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### CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

i

Stelle, M. Riltin 2/3/15 Estela G. Beltran, Secretary Attest:

Board Report#: 15-0128-EX5-1

Jaines Bebley, General Counsel GTW

 Labor Organization:
 Chicago Journeyman Plumbers Local 130 UA

 Address:
 1340 W. Washington Blvd.

 City, State, Zip Code:
 Chicago, IL 60607

 Telephone Number:
 (312) 421-1010

 By:
 The second state of the second

CHICAGO BOARD OF EDUCATION By: David J. Vitale, President Stelly H. Rultur 2/3/15 Estela G. Beltran, Secretary Attest: Board Report#: 15-0128-EX5-1 James Bebley, General Counsel OFM Labor Organization: United Union of Roofers Waterproofers & Allied Workers Local 11 Address: 9838 W. Roosevelt Road City, State, Zip Code: Westchester IL 60154 Telephone Number: 708-345-0970 ness Manager By: _ Its: Presiden

-6-

_, 2015, in Chicago, Illinois.

Dated this _____ day of _____

Dated this _____day of ______, 2015, in Chicago, Illinois.

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### CHICAGO BOARD OF EDUCATION

By: David J. Vitare, President

Attest: Letter H. Biltin 2/3/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel JTM

Labor Organization: SHEET METAL WORKERS' LOCAL 73
Address: 4550 ROOSEVELT ROAD
City. State. Zip Code: HILLSIDE, IL 60162
Tolonhone Number $108-449-0073$
Telephone runnoer 100 111 00 1-
BY: PRESIDENT AND BUSINESS MANAGER
Dated this <u>5th</u> day of <u>February</u>, 2015, in Chicago, Illinois.

-6-

## CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

Estela M. Riltin 2/3/15 Attest:

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel OFM

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: _Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Its: ( Business Manager

--<u>6</u>--

Dated this _____ day of ______, 2015, in Chicago, Illinois.

## CHICAGO BOARD OF EDUCATION

David J. Vitate, President By: _

Attest: Sottle H. Aultur 2/3/15-Estela G. Beltran, Secretary

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Board Report#: 15-0128-EX5-1

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James Bebley, General Counsel
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