#### AGREEMENT TO CONTRACT ASSIGNMENT

Effective upon the execution of this agreement to contract assignment ("Agreement") by Assignor, Assignee and Contractor (as each is defined below), the Public Building Commission of Chicago, an Illinois municipal corporation (the "PBC"), as Assignor, assigns its rights and delegates its duties and obligations under **Bid Package 02222**, **Excavating, Backfilling and Compacting for Utilities** of PBC Contract No. PS1668 (the "Contract"), which Contract was made and entered into as of November 20, 2009 by and between the PBC and **John Keno and Company, Inc.** ("Contractor"), to Turner Construction Company, a New York Corporation ("Turner"), as Assignee. Notwithstanding the foregoing, Contractor's obligation to indemnify and defend Assignor under the terms of the Contract shall remain in full force and effect subsequent to such assignment.

Effective immediately upon the execution of this Agreement by all the parties hereto, Assignee accepts Assignor's rights under the Contract and assumes performance of the Contract, including all of Assignor's duties and obligations under it.

Effective immediately upon the execution of this Agreement by all the parties hereto, Contractor consents to the assignment and transfer of the Contract from Assignor to Assignee, and shall perform its duties and obligations and exercise its rights under the Contract, including its obligation to indemnify and defend Assignor, pursuant to the terms and conditions stated therein.

12/10/09

Signed as of this 10 day of December, 2009 by:

**ASSIGNOR** 

Public Building Commission of Chicago

Erin Lavin Cabonargi

Executive Director

State of Illinois County of Cook

This instrument was ACKNOWLEDGED before me this 10th day of 10cember, 2019 by Erin Lavin Cabonargi, as Executive Director of the Public Building Commission of Chicago.

Notary Public

DAISY L JACKSON

NOTARY PUBLIC - STATE OF ALIMOIS

MY COMMISSION EXPRESSITEM 12

## AGREEMENT TO CONTRACT ASSIGNMENT

	ASSIGNEE Turner Construction Company
RAB	By: Name: Ste God First Title:
	State of Illinois, County of Cook
	This Instrument was acknowledged before me this 23 day of November, 2009 by Stephen W. Fort, as Vice President and General Manager of Turner Construction Company.
	Donna Maeis Llumkere Notary Public
	DONNA MARIE SHIMKUS NOTARY PUBLIC - STATE OF ILLINOIS NOTARY PUBLIC - STATE OF ILLINOIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/25/12 MY COMMISSION EXPIRES:04/25/12
	State of Illinois, County of Cook
	This Instrument was acknowledged before me this 23 day of Moundly, 2009 by Of Jurier tonotraction  Donne Main Llumbur  Donne Main Llumbur

OFFICIAL SEAL
DONNA MARIE SHIMKUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/25/12

This Agreement, made as of the TWENTIETH day of NOVEMBER in the year TWO THOUSAND NINE by and between the Public Building Commission of Chicago, an Illinois municipal corporation, (hereinafter called the "PBC") and JOHN KENO AND COMPANY, INC., an Illinois Corporation with office located at 8608 West Catalpa Avenue, Chicago, Illinois 60656 (hereinafter called the Subcontractor).

Witnesseth, that the Subcontractor and the PBC agree as follows:

# Description of Work

Article I. The Subcontractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for EXCAVATION (hereinafter called the Work) for and at the OGDEN REPLACEMENT ELEMENTARY SCHOOL (hereinafter called the Project), located on premises at 24 WEST WALTON STREET, CHICAGO, ILLINOIS 60610 (hereinafter called the Premises), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by NAGLE HARTRAY DANHER KAGAR MCKAY PENNEY ARCHITECTS, LTD. (hereinafter called the Architect) and with the terms and provisions of the Agreement for Construction Management Services (hereinafter called the "General Contract") between PBC and Turner Construction Company (hereinafter called the "Construction Manager") dated OCTOBER 15, 2009 and in strict accordance with the additional Provisions, FIVE (5) pages annexed hereto and made a part hereof.

#### Contract Documents

Article II. The Plans, Specifications, General Conditions, Special Conditions, Addenda and General Contract hereinabove mentioned, are available for examination by the Subcontractor at all reasonable times at the office of the PBC; all of the aforesaid, including this Agreement, being hereinafter sometimes referred to as the Contract Documents. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the PBC, or of the Construction Manager, or of any of their respective officers, agents, servants, or employees.

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to the PBC by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume toward the Construction Manager all of the duties, obligations and responsibilities that Construction Manager by those Contract Documents assumes toward the PBC, and the Subcontractor agrees further that Construction Manager shall have the same rights and remedies as against the Subcontractor as the PBC under the terms and provisions of the General Contract and the other Contract Documents has against Construction Manager with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the General Contract and the other Contract Documents.

This Subcontract Agreement, the provisions of the General Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures. However, in the event that such disputes are not resolved by mediation or another ADR procedure as the PBC and the Subcontractor may agree then such disputes shall be resolved at PBC's sole option either in the manner and forum pursuant to which disputes between the PBC and Construction Manager are to be resolved under the

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terms of the General Contract or according to law. Furthermore, the Subcontractor agrees that the PBC shall have the exclusive right to join the Subcontractor as a party in any dispute resolution procedure (including without limitation ADR procedures, binding arbitration or other judicial or non-judicial proceeding) between the PBC and Construction Manager, together with such other subcontractors or parties as may be appropriate, where in the judgment of the PBC the issues in dispute are related to the work or performance of the Subcontractor. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in case the PBC elects to resolve the dispute in litigation.

# Time of Completion

Article III. The Subcontractor shall commence the Work when notified to do so by the PBC and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet PBC's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto.

Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Construction Manager including legal fees and disbursements incurred by Construction Manager (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Subcontractor and its surety hereunder or otherwise) or to the PBC or any damages or additional costs or expenses for which Construction Manager or the PBC may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Construction Manager and the PBC for and indemnify them against all such costs, expenses, damages and liability.

PBC, if it deems necessary, may direct the Subcontractor to work overtime and, if so directed, the Subcontractor shall work said overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, PBC will pay the Subcontractor for such actual additional wages paid, if any, at rates which have been approved by PBC plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor to comply with Subcontractor's obligations under this Agreement.

If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Subcontractor fail to make up for the time lost by reason of such delay, PBC shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Subcontractor.

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#### **Price**

Article IV. The sum to be paid by the PBC, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be ONE MILLION THREE HUNDRED TWENTY-FOUR THOSUAND THREE HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$1,324,392.00) (hereinafter called the Price) subject to additions and deductions as herein provided.

The Price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the PBC, Construction Manager or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price.

# Monthly Estimate

On or before the last day of each month the Subcontractor shall submit to Construction Manager, in the form required by the PBC, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of ten per cent (10%); all previous payments; all amounts and claims against Subcontractor, by the PBC or any third party, for which Subcontractor is responsible hereunder; and all charges for services, materials, equipment and other items furnished by the PBC to or chargeable to the Subcontractor; and the balance of the amount of such requisition, as approved by Construction Manager, the PBC and the Architect, shall be due and paid to the Subcontractor on or about the fifteenth (15th) day of the succeeding month or in accordance with the Contract Documents.

In the event of an assignment of the Agreement by the PBC, the obligations of the assignee to make a payment under this Agreement, whether a progress or final payment, or for extras or change orders or delays to the Work, is subject to the express condition precedent of payment therefor by the PBC to the assignee. If the assignee has provided payment or performance bonds or a combination payment and performance bond, the obligation of assignee and its Surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefor by the PBC. Final payment to the Subcontractor shall be made only with funds received by assignee from the PBC, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. Final payment to assignee by the PBC shall be an express condition precedent that must occur before assignee shall be obligated to make final payment to the Subcontractor and shall be in addition to any other conditions precedent contained in this Agreement.

The Subcontractor shall submit with its first requisition for payment a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions.

PBC reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole judgment, it becomes desirable to do so.

The Subcontractor agrees that, if and when requested to do so by the PBC, it shall furnish such information, evidence and substantiation as the PBC may require with respect to the nature and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

#### **Final Payment**

Final payment by the PBC to the Subcontractor shall not become due and payable until the following other express conditions precedent have been met: (1) the completion and acceptance of the Work by Construction Manager, the PBC and the Architect; (2) provision by the Subcontractor of evidence satisfactory to the PBC that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) execution and delivery by the Subcontractor, in a form satisfactory to the PBC of a general release running to and in favor of Construction Manager and the

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PBC; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations and responsibilities of Subcontractor, arising out of or related to the Subcontract, including those as between the PBC and Subcontractor as well as those between Subcontractor and any third party. Should there be any such claim, obligation or lien or unsatisfied obligation or responsibility whether before or after final payment is made, the Subcontractor shall pay, refund or deliver to the PBC (1) all monies that Construction Manager and/or the PBC shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith; and (2) such amounts as Construction Manager or the PBC shall, in their sole discretion, determine to be an amount sufficient to protect Construction Manager and the PBC therefrom (in lieu of payment of such amounts, Subcontractor may, at PBC's and Construction Manager's sole discretion, deliver a bond satisfactory to Construction Manager and PBC). Such refund and payment shall be made within ten (10) days of request by the PBC to Subcontractor for same. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

# Payments Withheld

If any claim or lien is made or filed with or against Construction Mnager, the PBC, the Project, the Premises or the Project funds by any person claiming that the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier, has failed to make payment for any labor, services, materials. equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. or if any such claim or lien is filed or presented, or if Construction Manager or PBC, in good faith, believes that such a claim or lien may be filed or brought, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Construction Manager or the PBC might become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, PBC shall have the right (A) to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate Construction Manager and the PBC for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith; and (B) to demand that Subcontractor provide, within ten (10) days of PBC's request therefore, proof to the satisfaction of Construction Manager and PBC that such non-payment, claim or lien has been fully satisfied, dismissed and discharged. Upon the failure of Subcontractor to fulfill the requirements of a demand issued by PBC pursuant to subsection (B) above, PBC may, in such manner as PBC may in its sole discretion determine, secure the satisfaction, dismissal and discharge of such claim, by payment or otherwise, and Subcontractor shall within ten (10) days of demand therefore, be liable for and pay to PBC all amounts (including legal fees and disbursements) incurred or suffered by Construction Manager or PBC arising out of or related thereto. PBC shall, in addition, have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. Subcontractor further agrees to indemnify, hold harmless and defend Construction Manager and PBC, upon demand, for any and all such claims, liens, and the costs, expenses (including legal fees and disbursements), damages and liabilities arising out of or related thereto. Subcontractor acknowledges (1) that discharge of such liens or claims by bond imposes liability upon a surety, Construction Manager and PBC, and (2) that Construction Manager is not required to discharge such lien or claims by bond when exercising its rights hereunder.

# Payments etc., non Acceptance

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use by the PBC constitute acceptance of the Work or any part thereof. The failure of Subcontractor to fully perform and satisfy any or all obligations set forth in this Article IV shall constitute a default, entitling the PBC to take action as described in Article XI.

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# Extension of Time

Article V. Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of Construction Manager or of anyone employed by Construction Manager or by any other contractor or subcontractor on the Project, or by the Architect, the PBC or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern, the Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor (1) notifies PBC in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to PBC's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

The Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the extent that PBC has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which PBC on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by PBC, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.

It shall be an express condition precedent to any obligation on the part of PBC to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that PBC shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that PBC is not obligated or required to pursue Subcontractor claims as against Owner if the PBC, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

The Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Subcontractor for delay, including but not limited to legal and other professional fees.

### Freight Charges and Shipments

**Article VI.** The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of the PBC. PBC is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse the PBC for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

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#### **Dimensions**

**Article VII.** Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

#### Shop Drawings

The Subcontractor shall prepare and submit to the PBC such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by the Construction Manager, the PBC and/or the Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

The Subcontractor's submission of a shop drawing to the PBC or Construction Manager shall constitute the Subcontractor's representation, upon which the PBC and Construction Manager may rely, that the Subcontractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by the PBC and Construction Manager shall not constitute an undertaking by the PBC or Construction Manager to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Subcontractor.

#### Contiguous Work

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the PBC and Construction Manager in writing and allow the PBC a reasonable time to have such improper conditions and defects remedied.

# Interpretation of Plans and Specifications

**Article VIII.** The Work hereunder is to be performed and furnished under the direction and to the satisfaction of both the Architect, the PBC and Construction Manager. The decision of the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. PBC will furnish to the Subcontractor such additional information and Plans as may be prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor and the Subcontractor shall conform to and abide by the same.

The Subcontractor shall not make any changes, additions and/or omissions in the Work except upon written order of PBC as provided in Article IX hereof.

#### Change Orders, Additions and Deductions

Article IX. PBC reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price.

The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof PBC may elect:

(a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.

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\*\*See Formula for Changes

(b) By adding (1) the actual net cost to the Subcontractor of labor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Subcontractor of materials and equipment and such other direct costs as may be approved by PBC less all savings, discounts, rebates and credits, (3) an allowance of \*\* for overhead on items (1) and (2) above, and (4) an allowance of \*\* for profit on items (1), (2) and (3) above.

Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted, the Subcontractor shall proceed with the work promptly under the written order of PBC from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be referred to the Architect whose decision shall be final and binding upon the parties hereto.

In the case of omitted work PBC shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in PBC's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Architect as hereinabove provided.

All changes, additions or omissions in the Work ordered in writing by PBC shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Subcontractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Subcontractor and Subcontractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if Subcontractor fails to inform Surety of same and PBC shall not be required to obtain consent of the Surety to such modifications.

Inspection and Defective Work Article X. The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the PBC, Construction Manager, the Architect, and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty-four (24) hours after receiving written notice from PBC to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect, the PBC or Construction Manager shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

Failure to Prosecute, etc.

Article XI. Should the Subcontractor at any time, whether before or after final payment, refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of PBC or of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Subcontractor's part, PBC shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement, and/or (b) to terminate the employment of the Subcontractor for all or any portion of the

Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to PBC for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of the PBC, Construction Manager and the Architect and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by PBC in completing the Work, such excess shall be paid by PBC to the Subcontractor; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor and its surety, if any, shall pay the difference to PBC. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the PBC, Construction Manager and the Architect and of performing and furnishing all labor, services. materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Subcontractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Subcontractor's default. Should the PBC take action by effectuating the provisions of this paragraph, and should it subsequently be determined that a termination effectuated by the terms of this Article was improper, such termination shall be treated as a termination for convenience pursuant to Article XX below.

It is recognized that if the Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, PBC shall be entitled to request of Subcontractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle PBC, in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, PBC shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Subcontractor rejects this Agreement or if there has been a default and the Subcontractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

Subcontractor, in addition to any other rights available to the PBC hereunder, agrees to indemnify, hold harmless and defend the PBC from and against any and all claims, demands, suits, damages, judgments, liabilities, costs and expenses (including legal fees and disbursements) arising out of or related to Subcontractor's breach of any term of the Agreement.

Loss or Damage to Work Article XII. PBC shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by the PBC, Construction Manager and the Architect, nor shall the PBC be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work, however caused.

Builder's Risk Insurance PBC or Owner shall effect and maintain All-Risk Builder's Risk insurance in accordance with the Contract Documents upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work.

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A loss insured under the PBC or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the PBC or the Owner as fiduciary and made payable to PBC or the Owner as fiduciary for the Insureds, as their interests may appear. PBC or the Owner shall pay Subcontractors their just shares of insurance proceeds received by PBC or the Owner, and by appropriate agreements, written where legally required for validity, and shall require Subcontractors to make payments to their subcontractors in a similar manner.

#### Cleaning Up

Article XIII. The Subcontractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by PBC from which it shall be removed by the PBC from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Subcontractor fail to perform any of the foregoing to the PBC's satisfaction, the PBC shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

# Ethics and Compliance

Article XIV. The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to the PBC and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Subcontractor is in compliance with applicable law.

The Subcontractor shall at any time upon demand furnish such proof as PBC may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify PBC from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required to complete an Employment Eligibility Verification Form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit www.uscis.gov, or speak to your attorney. Each subcontractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Subcontractor acknowledges represents and warrants that Subcontractor is aware of and understands IRCA, that Subcontractor is in compliance with IRCA, and that Subcontractor is not knowingly employing workers who are not authorized to work in the United States. Subcontractor agrees that Subcontractor will not employ any worker under this subcontract for whom Subcontractor has not completed and maintained I-9 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise, including receipt of a "no match" letter from Social Security Administration) indicating that one of Subcontractor's workers on this project may not be authorized to work in the United States, despite Subcontractor having conducted a facially valid I-9 verification, that Subcontractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Subcontractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

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PBC and Construction Manager have a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. PBC and Construction Manager are committed to upholding that reputation and have adopted a Standard of Business Conduct Policy Statement which governs the actions of all of its employees. Pursuant to that Policy Statement, the PBC and Construction Manager employees are prohibited from accepting bribes or kickbacks in any form and, further, are prohibited from accepting goods or services provided by a subcontractor, supplier or vendor for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Subcontractor offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Subcontractor will be considered to be in material breach of this Subcontract. Subcontractor undertakes the commitment to advise the PBC and Construction Manager of any action by any entity or person associated with the project that Subcontractor believes violates any applicable law, rule or regulation. Subcontractor's violation of any of the foregoing shall be considered as Subcontractor's failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for the PBC to effectuate its rights and remedies under the provisions of Article XI of this Agreement.

The provisions of this Article must be incorporated into any subcontract Subcontractor enters into in connection with the performance of the Work.

#### Labor to be Employed

Article XV. The Subcontractor shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, the PBC, Construction Manager or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Subcontractor fail to carry out or comply with any of the foregoing provisions, the PBC shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

## Taxes and Contributions

**Article XVI.** The Subcontractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the PBC, Construction Manager and the Owner from and against the payment of:

- 1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
- 2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

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3. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Subcontractor with respect to the payment of sales, use, personal property and other taxes set forth in Articles IV and XVI of this Agreement, the Subcontractor agrees to reimburse and otherwise indemnify the PBC. Construction Manager and the Owner for any expenses, including legal fees and litigation arising from, or related to the Subcontractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

#### **Patents**

Article XVII. The Subcontractor hereby agrees to indemnify, protect and save harmless the PBC, Construction Manager and the Owner from and against any and all liability, loss or damage and to reimburse PBC and the Owner for any expenses, including legal fees and disbursements, to which the PBC, Construction Manager and the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Subcontractor in its performance.

#### Mechanics' Liens or Claims

Article XVIII. To the fullest extent permitted by law, Subcontractor for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien or an attested account or otherwise, will be filed or maintained against the Project or Premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to PBC or from the PBC to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, and the Subcontractor for itself and its Subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project as to the Original Work covered by this Agreement.

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to PBC or from PBC to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so PBC shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means PBC chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless the PBC, Construction Manager and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which the PBC, Construction Manager and/or the Owner may sustain or incur in connection therewith.

# Assignment and Subletting

Article XIX. To the fullest extent permitted by law, Subcontractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior

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written consent of PBC in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Subcontractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter "Assignment"), notification to PBC of such Assignment must be sent by certified mail, return receipt requested, to the Purchasing Manager in charge of the business unit responsible for the construction of the Project and the Assignment shall not be effective as against PBC until PBC provides its written consent to such Assignment. Subcontractor agrees that any such Assignment shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between PBC and such assignee or transferee. Subcontractor further agrees that all of PBC's defenses and claims arising out of this Agreement with respect to such Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Subcontractor hereby agrees to indemnify and hold harmless the PBC and Construction Manager from and against any and all loss, cost, expense or damages the PBC. Construction Manager or Owner has or may sustain or incur in connection with such Assignment.

# Termination for Convenience

Article XX. PBC shall have the right at any time by written notice to the Subcontractor, to terminate this Agreement without cause and require the Subcontractor to cease work hereunder, in which case, provided the Subcontractor be not then in default, PBC shall indemnify the Subcontractor against any damage directly resulting from such termination. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Agreement for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Subcontractor and directly attributable to such termination provided that such amount shall be reduced by all amounts for which Subcontractor is liable or responsible hereunder. However, the Subcontractor shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits or other damages in the event PBC exercises this clause.

#### Guarantees

**Article XXI.** The Subcontractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Subcontractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

Without limiting the generality of the foregoing, the Subcontractor warrants to the Owner, the Architect, the PBC and Construction Manager, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Subcontractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Subcontractor under the Contract Documents, shall constitute a default by Subcontractor.

#### Accident Prevention

Article XXII. The Subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and

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all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by PBC. When so ordered, the Subcontractor shall stop any part of the Work which PBC deems unsafe until corrective measures satisfactory to PBC have been taken, and the Subcontractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, PBC may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of PBC to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefor.

This Subcontractor acknowledges the receipt of Project's "Safety, Health and Environmental Policy", "Drug and Alcohol Abuse Policy" and Sexual Harassment Policy ". Subject to applicable law this Subcontractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project.

In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Subcontractor, the Subcontractor's subcontractors and anyone directly or indirectly employed or otherwise retained by them or either of them, the Subcontractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to PBC in sufficient time to permit compliance with such laws by PBC, other subcontractors and other employers on the site. In the event that the Subcontractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and immediately report the condition to PBC in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by PBC in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor does indemnify and save harmless PBC from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor in regard to such hazardous substances.

Liability for Damage and Personal Injury

Article XXIII. The Subcontractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the Subcontractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Except to the extent, if any, expressly prohibited by statute and excluding from this indemnity such acts or omissions, if any, of the party indemnified for which it is not legally entitled to be indemnified by the Subcontractor under applicable law, should any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon the PBC's, Construction Manager's or the Owner's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the PBC, Construction Manager or the Owner, the Subcontractor agrees to indemnify and save harmless the PBC, Construction Manager and the Owner, their officers, assignees, agents, servants and employees from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that Construction Manager, PBC and the Owner, their officers, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the PBC, Construction Manager and the Owner, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the PBC, Construction Manager and/or the Owner, their officers, assignees, agents, servants or employees upon or by reason of such claims and to pay on behalf of Construction Manager, PBC and the Owner, their officers, agents, servants and employees, upon demand, the amount of any judgment that may be entered against the PBC, Construction Manager and/or the Owner, their officers, agents, servants or employees in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against the PBC, Construction Manager and/or the Owner, their officers, agents, servants

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or employees, PBC shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify Construction Manager, PBC and the Owner, their officers, assignees, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or PBC in its discretion may require the Subcontractor to furnish a surety bond satisfactory to PBC guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefor.

In addition to the Public Building Commission of Chicago and the Construction Manager (Turner Construction Company), the Indemnified Parties throughout this Agreement shall include: **Board of Education of the City of Chicago, City of Chicago, Chicago Transit Authority,** and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries.

Nothing contained in Article XXIII of this Agreement shall be deemed to obligate the Subcontractor to indemnify the PBC, Construction Manager, the Owner or any of the other Indemnified Parties, their officers, agents, servants or employees, and affiliates, parents and subsidiaries, against liability for damages or any other loss, damage or expense sustained, suffered or incurred on account of death or bodily injury to active persons or injury to property caused by the negligence or willful misconduct of the PBC, Construction Manager, the Owner or any of the other Indemnified Parties, their officers, agents, servants, or employees, and affiliates, parents and subsidiaries, or other subcontractors directly responsible to PBC. Therefore, if it is determined by legal proceedings or agreement, that the Subcontractor has no direct contributory or incidental negligence or other obligation to the PBC, Construction Manager, the Owner, or any Indemnified Party, and that the Subcontractor is in no way a proper party to a particular claim, then the Subcontractor shall not be obligated to hold the PBC, Construction Manager, the Owner or any Indemnified Party harmless with respect to said claim. However, until such determination is made by legal proceedings or agreement, or if the Subcontractor is found to have any degree of direct or contributory negligence or if it is determined that the Subcontractor is in any way or to any degree a proper party to said claim, then the Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in full force and effect except to the extent caused by the negligence of the PBC, Construction Manager, the Owner or any Indemnified Party.

If PBC is determined by legal proceedings or agreement to be wholly or partially responsible for the claim for which indemnity is sought by reason of active, and not merely passive, negligence or willful misconduct on the part of PBC, then after such determination PBC shall reimburse the Subcontractor for a proportional share, based upon such negligence or fault attributed to PBC, of the defense cost expended by the Subcontractor in defending PBC.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Subcontractor of its duty to defend the PBC, Construction Manager, the Owner, or any Indemnified Party, as specified in Article XXIII of this Agreement, pending a determination of the respective liabilities of the Subcontractor, the PBC, Construction Manager, the Owner, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

Before commencing the Work, the following insurance coverages from insurance companies satisfactory to PBC shall be in place and maintained until completion and final acceptance of the Work:

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.

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2. **COMMERCIAL GENERAL LIABILITY INSURANCE** INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTORS LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, Personal Injury Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:(Coverage shall be equivalent to ISO Occurrence Form 2001).

### \$5, 000,000 / Occurrence \$10,000,000 General Aggregate

A) The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. PBC shall have the right, without limitation, to reject any insurance company selected by Subcontractor that has an A.M. Best rating of less than A- or Standard and Poor's rating of less than AA or a Moody's rating of less than Aa. All costs are included in the Price and are to be paid by the Subcontractor.

OR

B) The above insurance coverages shall be provided through a consolidated insurance program arranged by Construction Manager as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms and conditions, and makes all representations and warranties, associated therewith. \$43,673.00 (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to the PBC and Construction Manager as provided herein) when and as directed by the PBC and Construction Manager. PBC will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and PBC will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of PBC and its designated Subcontractors. The Subcontractor will incur a premium expense payable through PBC for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to PBC, expensed by the Subcontractor and the premium paid by Subcontractor through PBC, as outlined above.

OR

C) The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP) as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms, and makes all representations and warranties, associated therewith.

OR

D) The above insurance coverages shall be provided by insurance companies selected by this Subcentractor. Subcentractor is an Excluded Party to the consolidated insurance program as described in the CCIP Manual (a Contract Document) for its own-self performed work and any Excluded Party lower tier subcentractor (if applicable) to the consolidated insurance program arranged by Construction Manager. All costs for Subcentractor's insurances are included in the Price and are to be paid by the Subcentractor. For Subcentractor's Enrolled Party lower tier subcentractors, the above insurance coverages shall be provided through a consolidated insurance program arranged by Construction Manager. \$N/A (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcentractor's Enrolled Party subcentractor(s) only. Subcentractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to PBC as provided herein) when and as directed by PBC. PBC will, when due, on behalf of the Subcentractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant

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Worker's Componsation and General Liability insurance companies and PBC will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor's subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of PBC and its designated Subcontractors. The subcontractors, by way of this Subcontractor, will incur a promium expense payable through PBC for such promium and subcontractors, through this Subcontractor, hereby commits to record these costs as cutlined above. All executed change orders will include an additional promium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to PBC, expensed by the subcontractors, through this Subcontractor, and the promium paid by subcontractors through this Subcontractor and PBC, as outlined above.

Subcontractor acknowledges that if any of the above insurance coverages are provided through a consolidated program arranged by Construction Manager- B) and D) or through an OCIP-C), such coverage will not apply to any operations off of the premises, and Subcontractor shall provide the above insurance coverages with respect to off-premises operations.

Before commencing the Work, the Subcontractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies satisfactory to PBC:

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

#### \$1,000,000 / Accident

Before commencing the Work, the Subcontractor shall furnish a certificate(s), satisfactory to PBC from each insurance company showing that the above insurances (1, 2A, 3 and CGL operations off of the premises under 2B, 2C and 2D) are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance carrier will endeavor to provide PBC with 30 days advance written notice of any cancellation, change or expiration. Subcontractor shall advise PBC of the amount of any Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. PBC, Construction Manager, the Owner and other entities as may be reasonably requested shall be named as additional insureds under these policies of insurance maintained by the Subcontractor (with the exception of Workers Compensation insurance), whether during the performance of the Work or any time thereafter, that may in any respect be applicable to matters, claims or suits arising out of or related to this Subcontract Agreement, and Subcontractor will submit with the certificate of insurance a copy of an endorsement on I.S.O. Form C.G. 20-10 11/85 or equivalent by which all parties required to be listed by Subcontractor as an additional insured are deemed so listed. Subcontractor hereby waives all rights of recovery from the PBC and Construction Manager and Owner, including but not limited to rights of subrogation, with respect any matter, claim or suit that is to be covered by insurance to be maintained by Subcontractor pursuant to the Contract **Documents** 

It is expressly agreed and understood by and between Subcontractor and PBC that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the PBC and Construction Manager and that any other insurance carried by the PBC and Construction Manager shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees to provide endorsements on its insurance policies that shall state the foregoing; however, Subcontractor's failure to provide such endorsement shall not affect Subcontractor's agreement hereunder.

If the Subcontractor fails to procure and maintain such insurance, if required, PBC shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary

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information to make effective and maintain such insurance or at PBC's option, PBC may offset the cost incurred by PBC against amounts otherwise payable to Subcontractor hereunder. If, in PBC's discretion, PBC is concerned that any insurance company selected by Subcontractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poors or Moody's rating), PBC may require that Subcontractor provide replacement insurance coverage through an insurance company satisfactory to PBC.

#### Bonds

**Article XXIV.** The Subcontractor shall furnish to PBC a performance bond in the amount of **\$N/A** and a separate payment bond in the amount of **\$NA** the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to PBC. Such bonds shall be furnished to PBC within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by PBC in writing. In the event Subcontractor fails to furnish such bonds to PBC within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event PBC shall have all of the rights and remedies provided in Article XI hereof with respect to default on the part of Subcontractor including, without limitation, the right to terminate this Agreement.

Without limiting the responsibilities of Subcontractor and its Surety under the terms of this Agreement, Subcontractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Subcontract and any and all modifications thereof, and shall indemnify and save harmless the PBC and Construction Manager of and from all liability loss, damage and expense, including interest, costs and attorney fees, which the PBC and Construction Manager and/or its Surety may sustain by reason of Subcontractor's or its Surety's failure to do so.

Subcontractor and its Surety hereby agree to execute and deliver to PBC when requested in connection with the issuance of change orders under this Agreement, Rider "A" amendments (or other documents as PBC may require) increasing the amount (Penal Sum) of the Payment and Performance Bonds furnished by the Subcontractor. The reasonable premiums or other charges paid by the Subcontractor for the procurement of the Rider "A" amendments will be paid as a change to this Agreement.

#### Severability

Article XXV. In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

#### Entire Agreement

Article XXVI. This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by PBC except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by PBC except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it completed and submitted to PBC and Construction Manager a prequalification questionnaire, that all statements therein were true, accurate and complete, and remain true, accurate and complete, and that the PBC and Construction Manager have relied on such statements in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

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The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

In Witness Whereof the parties to these presents have hereunto set their hands as of the day and year first above written.

JOHN KENO AND COMPANY, INC.	PUBLIC BUILDING COMMISSION OF CHICAGO
By: W	By: Richard Maley
William D. Vignocchi, Treasurer Print Name and Title	Richard M. Daley, Chairperson
	Executive Director
In the Presence of: (Witness)	By: Edgruh John
By: Stranger	Secretary
John K. Vignocchi, President	Approved as to Form and Legality:
	By: Accorded Entire Neal & Leroy, LLC
Subcontractor's <b>Illinois</b> State Unemployn (Insert State and Register No. for	ment Ins. No. <u>0383711 -7</u> r State in which the Work is to be performed)
Subcontractor's License No(Insert License No., if any, for Sta	ate or locality in which the Work is to be performed)
Subcontractor's Illinois State Sales Tax I	Registration No. 1077 - 3399

ONE-TIME CO	NTRACT				
CHICAGO	OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS				
AWARD NO.	VENDOR NO. 7AB1930	16324	CHANGE NO.	REF.	
BOND	W/C EXP.	GEN. LIAB. EXP. 12/31/09	AUTO EXP. 12/31/09	EXCESS EXP. 12/31/09	
	CHICAGO  AWARD NO.  05  BOND	CHICAGO OGDEN REF CHICAGO, II  AWARD NO. VENDOR NO.  05 7AB1930  BOND W/C EXP.	TCCo OFFICE	TCCo OFFICE	

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#### **ADDITIONAL PROVISIONS**

#### A. Excavation Work as described in the following documents:

- Purchase Requisition Bid Package 02300 Excavating, Backfilling and Compacting for Utilities dated October 14, 2009 (8 pages attached).
- 2. Bid Information Letter #1 (Excavation and Site Utilities Bidders) dated 10/16/09.
- 3. Bid Information Letter #2 (Excavation and Site Utilities Bidders) dated 10/22/09.
- 4. Bid Information Letter #3 (Excavation and Site Utilities Bidders) dated 10/27/09.
- 5. Bid Information Letter #4 (Excavation and Site Utilities Bidders) dated10/28/09.
- 6. Bid Information Letter #5 (Excavation and Site Utilities Bidders) dated 10/29/09.
- 7. Drawing List dated October 22, 2009 (10 pages attached).
- 8. Project Schedule "Early Trade Schedule" Run Date September 11, 2009 (2 pages attached).
- 9. Turner Document Submittal Checklist (1 page attached).
- 10. Turner Bid Form dated October 14, 2009 (4 pages attached).
- 11. Award Criteria Formula (included in Item A. 10 (Bid Form)).
- 12. Exhibit 1 Required Public Building Commission Subcontract Provisions (Please reference Section 6 of Procedures Manual for this document):
  - a. Schedule 2 Affidavit of Non-Collusion (1 page attached).
  - b. Schedule 4 Affidavit of Uncompleted Work (4 pages attached).
  - Schedule C Letter of Intent from MBE/ WBE to Perform as Subcontractor, Subconsultant, and/ or Material Supplier (8 pages attached).
  - d. Schedule D Affidavit of General Contractor/ Subcontractor Regarding MBE/ WBE Participation (2 pages attached).
  - e. Schedule E Request for Waiver from MBE/ WBE Participation (1 page attached).
- 13. Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09 (1 page Acknowledgement sheet attached).
- 14. Ogden Replacement Elementary School's Procedures Manual dated September 29, 2009 (1 page Acknowledgement sheet attached).
- 15. Ogden Replacement Elementary School's Project Site Specific Safety Plan (1 page Acknowledgement sheet attached).

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#### **ADDITIONAL PROVISIONS (Continued)**

- 16. Subcontractor's verified Aon Form 1a (to be attached thru a Subcontract Information Letter when verified by Aon).
- 17. Formula for Changes (1 page attached).
- 18. Geotechnical Subsurface Investigation, prepared by Environmental Protection Industries dated July 31, 2009.
- Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- 20. Retention System Contractor Drawings ERS1.0 and ERS2.0 dated August 13, 2009.

# B. The Scope of the Excavation Work includes, but is not necessarily limited to, providing the following:

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- 2. Provide all work under this Subcontract Agreement in strict accordance with the information reflected in the Contract documents listed in Item A. of these Additional Provisions and the amplifications and clarifications which shall supersede the information listed in Item A., if a conflict arises.
- 3. It is understood that this Subcontractor shall provide (furnish, unless otherwise noted in Item A. and install) all requirements of the Excavation Work specifically defined in the following specification sections and as clarified in all related specifications- and drawings of the remaining contract documents:

#### <u>Primary Specifications</u> (Reference Purchase Requisition)

4. The work of this Agreement shall include, but not be limited to, all labor, materials, apparatus, hoisting, rigging, tools, equipment, plant, supplies, accessories, samples, submittals, shop drawings, certifications, engineering, layout, transportation, storage, supervision, temporary construction, special services, contributions, insurance, taxes (unless specifically excluded by the Contract Documents), compliance with all governing agencies (city, county, state, federal and others as may be required), permits, fees, all other services and facilities and other items necessary for the performance of the Excavation Work as shown, detailed and/or implied in the contract documents outlined in Item A. above.

### C. The Scope of the Excavation Work specifically excludes the following:

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- Sales Tax on permanently installed materials.
- Performance and Payment bonds.

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ADDITIONAL PROVISIONS (Continued)

- D. The Scope of the Excavation Work includes, but is not necessarily limited to, the following understandings and stipulations:
  - 1. Reference attached Purchase Requisitions in Item A. 1 above.
  - It is agreed that one (1) management employee of the subcontractor who will be directly involved on the project will be either a LEED Accredited Professional, or LEED Accredited Professional + as verified by the USGBC, or will be required to complete the online LEED training course offered via USGBC entitled "LEED Core Concepts & Strategies Online course" which may be accessed via www.usgbc.org. (http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1760#CCSON)
  - Notwithstanding anything contained in the Agreement to the contrary, Subcontractor shall have the right to bill and be paid for its retainage to the extent allowed by the Owner in accordance with the General Contract.

#### E. LIQUIDATED DAMAGES

Subcontractor acknowledges that Turner's contract with the Owner contains liquidated damages. This Subcontractor will be responsible only for costs to mitigate any delay or prorated damage based on his contribution to the delay as dictated by our general contract.

#### F. CLAIM FOR EXTENSION OF TIME

The Subcontractor agrees that each change proposal submitted by him will contain a statement as to the increase or decrease (if any) in the time of completion of the Work caused by the change. If a proposal does not contain a statement advising of a change in the time of completion, Subcontractor agrees that there is no change in the time of completion.

#### G. HAZARD COMMUNICATION STANDARDS

The Subcontractor agrees to comply with all Federal, State and Local Safety Rules included in OSHA's Expanded Hazard Communication Standards. An MSDS must be submitted at least seven (7) days prior to each material being delivered to the jobsite. Strict adherence will be mandatory.

#### H. CHANGE PROPOSALS

Prompt pricing of changes to the Scope of Work is required. This Subcontractor will provide Turner with an approximate value of a change within three (3) days or less of receipt of the documents and a quotation within seven (7) days or less. If notification is not received within this time frame, Turner will consider the change as a no-cost change.

#### I. MBE/WBE PARTICIPATION

The Contract Price includes a commitment to subcontract at least forty-three point one percent (43.1%) to qualified minority business enterprises (MBE) and at least ten point six percent (10.6%) to a qualified women business enterprises (WBE). Upon committing to these Subcontractors/Vendors, further documentation including but not limited to Turner's MBE/WBE award affidavit will be required to substantiate the actual dollar amount and names of the companies involved.

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#### **ADDITIONAL PROVISIONS (Continued)**

Should the value of this contract increase during the course of the project via Change Orders, it is understood that the value of MBE and WBE participation shall increase in accordance with the percentages set forth in the paragraph. This Subcontractor shall be responsible for any fines and associated costs that are imposed if this requirement is not met.

#### J. SHOP DRAWINGS

(Reference Procedures Manual for Subcontractors)

#### K. ON-SITE WORKERS COMPENSATION AND ON-SITE GENERAL LIABILITY INSURANCE

The insurance coverages shall be provided through a consolidated insurance program arranged by Turner. \$43,673.00 (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its sub-subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to Turner as provided herein) when and as directed by Turner. Turner will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and Turner will deliver the balance of the Application for Payment due for Work completed to the Subcontractor, Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its sub-subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of Turner and its designated Subcontractors. The Subcontractor will incur a premium expense payable through Turner for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to Turner, expensed by the Subcontractor and the premium paid by Subcontractor through Turner, as outlined above.

Insurance is based on a Contractor Controlled Insurance Program (CCIP), which covers on-site Workers' Compensation and Commercial General Liability Insurance as described in the Contractor Controller Insurance Program Administrative and Claims Procedure Manual. The CCIP does not cover off-site Workers' Compensation, off-site General Liability, Auto Liability and Contractor Equipment Coverage. Subcontractors are required to provide a certificate of insurance that evidences their insurance policies for items not covered by the CCIP and lists the applicable additional insureds as follows: Turner Construction Company, Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago, and Chicago Transit Authority.

#### L. LIABILITY INSURANCE

In addition to the standard limits for Workers Compensation, you are required to provide us with an auto policy in the amount of \$1,000,000 and General Liability Insurance in the amount of \$5,000,000. The following must be named as additional insured on the liability policy: Turner Construction Company, Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago, and Chicago Transit Authority. (One (1) page Sample Certificate of Insurance attached).

#### M. <u>E & O INSURANCE:</u>

N/A

INITIALE	D FOR:
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OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS
CONTRACT NO. 16324
02300 - EXCAVATION

**ADDITIONAL PROVISIONS (Continued)** 

#### N. <u>ALTERNATES</u>

Alternates shall be complete for providing only the Work with no other credits. All alternate prices are to be priced as stand-alone alternates. Any number of alternates, or no alternates, may be accepted as part of this Work.

Reference attached Purchase Requisitions in Item A. 1 above.

#### O. ALLOWANCES

The following are established Allowances that we included within the Contract price. This Subcontractor must receive Turner's written approval to charge time against or spend the Allowances. All unused/unspent Allowance dollars will revert back to Turner/Owner 100%.

1. Reference attached Purchase Requisitions in Item A. 1 above.

#### P. <u>UNIT PRICES</u>

The following unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as material, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit. Turner reserves the right not to use any of the below stated unit prices and request labor and material breakdowns.

All unit prices, unless otherwise noted, are to include all incidental work normally required in connection with the particular type of work involved for the life of the project and would include, but not necessarily be limited to: a) All engineering including calculations, detailing and shop drawings, b) All material costs including an allowance for waste, c) Providing all necessary accessories, c) All fabrication and shop costs, d) All shop and field labor including supervision and engineering layout costs, e) All shop and field labor including supervision and engineering layout costs, f) All temporary utilities required including safety precaution, g) All costs of standby trades during or beyond normal working hours, h) All escalation, bond premiums, overhead and profit, and insurance (with CCIP Program reflected, if applicable), i) All transportation and freight costs, j) Quantities applied against Unit Prices will be neat plan measure without any further allowances for laps, waste connections and accessories unless otherwise noted, k) All equipment costs including oilers, fuel, maintenance, insurance, delivery and removal from site, l) Unit Prices involving offsite operations include insurance, as offsite operations are **not** covered by CCIP.

- Reference attached Purchase Requisitions in Item A. 1 above.
- Wage rates per the attached three (3) Wage Rate Sheets.

**END OF ADDITIONAL PROVISIONS** 

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Ogden Replacement Elementary School 24 W. Walton Street Chicago, Illinois 60610 Contract No. 16324

October 14, 2009

# PURCHASE REQUISITION Bid Package 02300 EXCAVATING, BACKFILLING AND COMPACTING FOR UTILITIES

#### 1. GENERAL REQUIREMENTS:

Per the Bid Checklist, two hard copies of the completed bid forms are due to Turner Construction by October 28<sup>th</sup>, 2009, *no later than 1:00p.m CST*. Please send two original copies, in a single sealed envelope, to Turner Construction Company at 55 East Monroe, Ste 3100, Chicago, Illinois 60603 to the attention of Pete Woeste.

This purchase requisition is being provided for your use as a general guideline. Please note, this Document is not all-inclusive; it is the Subcontractor's responsibility to provide a complete bid. It is this Subcontractor's responsibility for the entire scope of this Bid Package and coordination between All Trades. The Work of this Agreement shall include, but not be limited to, all labor, material, tools, equipment, hoisting, plant, supplies, samples, shop drawings, layout, transportation, parking, supervision, contributions, compliance with all agencies (City, County, State, Federal as may be required), all other services and facilities and other things necessary for the performance of the **Excavation**, **Backfilling**, and **Compacting** as shown, detailed, and/or implied by the following documents and as defined herein.

- Turner Construction Company's Procedures and Safety Manual dated October 14, 2009.
- B. Geotechnical Subsurface Investigation for information only, prepared by Environmental Protection Industries dated September 28, 2009. Also review the Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- Turner Construction Company's Document List dated October 12, 2009, including plans and specifications.
- D. For reference only retention system contractor drawing ERS1.0 and ERS2.0 Dated 9/24/2009.
- E. Turner's Bid Form dated October 14, 2009.
- For reference, Ogden School proposed earth retention system off State Street dated 10/01/2009.
- G. Specifically include all Division 1 specifications and the following specification sections:

Primary - 02070 - Selective Demolition

Primary - 02116 - UST Removal

Primary - 02222 - Excavating, Backfilling, and Compacting for Utilities

Primary - 02300 - Earthwork

Primary - 02316 - Soil Management and Handling

Primary - 02317 - Hazardous Waste Soil Removal and Disposal

Primary - 02318 - Acceptance of Backfill, Top Soil, and CU Structural Soil

Ogden Elementary Replacement School
24 W. Walton Street
Chicago, Illinois 60610
Contract No. 16324
Purchase Requisition Bid Package 02300
Excavating, Backfilling and compacting for Utilities
October 14, 2009

## 2. The Scope of the Excavation Work includes, but is not limited to, providing the following:

- A. This subcontractor will help coordinate and provide information as needed to obtain permits from all applicable agencies including local municipalities. Coordination will occur and information provided to the City of Chicago's Office of Underground Construction (OUC) immediately after knowledge of notice to proceed.
- B. Mass excavation and structural excavation.
- C. Layout off of Turner initial building control of three (3) benchmarks and four (4) column building offsets.
- D. Provide protection and coordination of existing utilities as not to damage or interrupt service, especially the following: water mains, and CTA items that are scheduled to remain.
- E. Include snow removal for both winter 2009-2010 and winter 2010-2011.
- F. Erosion Control Work with Turner and Owner to prepare an approved Erosion Control plan and maintain the current silt fence, provide drainage inlet filters, etc. indicated in the Erosion and Sedimentation Control specification 01014 and on the documents.
- G. This Contractor is responsible for dust control on the site. Include means and method for dust control for excavation operations.
- H. Spoils Removal Remove all excavated spoils for this scope of work that will not be used for approved fill from jobsite. All spoils exported shall be disposed of as Special Soils to a licensed Subtitle D Landfill. Temporary stock piling of spoils must be coordinated with the Project Superintendent. A flat working surface must be maintained on the entire project at all times. All material brought into the site must be inspected per the documents.
- Coordination for installation sequence for Caissons, Earth Retention, Excavation, Site Utilities, MEP, and Concrete. (Reference sketch TSK01 dated 09-09-2009);
  - i. Caissons installed from grade. Permanent lining backfilled with sand to extend to 4'0" above top of caisson to capture the caisson cap. (By Caisson Contractor).
  - Backfill remainder of caisson hole to grade. (By Caisson Contractor).
  - iii. Hot rolled sheeting installed with limited vibration hammers, beginning on the corner of Oak and Dearborn working clockwise. (By Earth Retention Contractor).
  - Where calculations allow, limit internal bracing to deeper grade beam shown on column line 13. (By Earth Retention Contractor).
  - v. Coordinate excavation and internal bracing with Earth Retention contractor. Excavation to begin on East side of site and progress to the West. Excavate site to 6.00 CCD and to +/- 3.00 CCD at grade beam locations indicated on the drawings. (By Excavation Contractor).
  - vi. Excavator to install Geotech material (detailed in specification section 02730) at 6.00 CCD and respread existing CA6 backfill from demolition operations up to 6.50 CCD. (By Excavation Contractor).

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Uggen Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Contract No. 16324 Purchase Requisition Bid Package 02300 Excavating, Backfilling and compacting for Utilities October 14, 2009

- vii. Concrete contractor to remove sand and expose rebar to form grade beam along column 13. Excavator to backfill grade beam along column line 13 to 6.00 CCD immediately with approved material. All other caisson caps to be poured from 7.70 CCD. (By Concrete and Excavation Contractors).
- viii. Concrete contractor to remove any internal earth retention bracing pending release from Earth Retention contractor.
- J. Closely coordinate and sequence excavation and backfill operations with the caisson, earth retention, and concrete subcontractors. This will require multiple mobilizations.
- K. Potholing, pre-trenching, probing and obstruction removal for the caisson and perimeter earth retention sheeting locations. This includes excavation of all existing earth, concrete, rock, debris, soil and/or other natural and man-made materials encountered. Pot-hole depth to be limited to depth where natural soil is encountered. Backfill these excavations with suitable drillable fill. Drillable fill must be no more than 2" by 2" material, bucket compacted in lifts, at all caisson locations.
- Clear site of existing trees, vegetation, curbs, guardrails, bollards, light bases, fencing, trees, manholes, catch bases and asphalt shown to be removed, and dispose off site, as shown on documents.
- M. Remove and dispose of all existing sidewalks, curb and gutters along the perimeter of the site, as shown on documents.
- N. Saw cutting Sawcut curbs and existing pavement (including removal). This work must be coordinated with other Trades and will not all be done at the same time. This subcontractor will sawcut ½ of the existing sidewalk around the entire perimeter of the site for caisson and earth retention operations. The remainder of the curb will be removed in the spring of 2011. Coordinate operations with Turner superintendent.
- O. Provide for the excavation, backfilling and compaction for the entire building foundation system and site. Coordinate with the owner testing company during operations. This includes structural foundation and mud mat.
- P. Extreme care must be taken during excavation to avoid any damage to installed caissons, liners, and rebar. This subcontractor will be responsible for damage to any new installations.
- Q. Coordinate with Concrete Subcontractor to provide final grading of basement subgrade to within 0.1' (average 0.0") during and after underground plumbing, electrical, etc. is complete. Overcut basement per TSK01 dated 09.09.09 and as appropriate to achieve the above.
- R. All hand work required.
- S. Access ramp Furnish/ install, and remove a total of two (2) 27'0" wide stone access ramps to basement. Maintain ramp throughout use. Ramp to be topped off with Geotech fabric then 6" of CA-7 and finally 6" of CA-6.
- T. Backfill material for foundation walls, grade beams, caps etc. must be approved per specifications and geotech engineer.

24 W. Walton Street
Chicago, Illinois 60610
<u>Contract No. 16324</u>
Purchase Requisition Bid Package 02300
Excavating, Backfilling and compacting for Utilities
October 14, 2009

- U. Provide for the installation, maintenance, relocation and removal of ramps as required to complete all excavation and backfill work. Coordinate the ramp for access for other trades and with Turner's Superintendent.
- Include maintenance of temporary roads after installation.
- W. Include five (5) trips to repair and/or maintain silt fence.
- X. Temporary sump pits At lower level slab elevation provide three (3) 55-gallon barrels (perforated with holes and surrounded by at least 2-ft. of open graded aggregate). As directed by Turner Superintendent.
- Y. Provide casual dewatering of the site for trapped water and rain water.
- Z. Barricade and flag off all open excavations.
- AA. If hazardous contaminated material is encountered, this subcontractor's field supervision must inform the Turner Representative immediately.
- BB. Backfill and compaction of foundation walls, phased with the completion of ground level floor framing in the core area. Coordinate required lifts and proof roll per specifications.
- CC. Excavation for both cast in place and precast storm water storage basins. Exact locations to be determined.
- DD. Include 300 yards of brick batt to maintain roads. Include labor to install these 300 yards of brick batt. Material and labor to be used per the direction of Turner's Superintendent.
- EE. Include 300 yards of CA6 for backfilling into obstructions discovered in the potholing process. Include labor to install these 300 yards of CA6. Material and labor to be used per the direction of Turner's Superintendent.
- FF. Include 1 operator and 1 large machine use for 120 hours Equipment and labor to be used per the direction of Turner's Superintendent.
- GG. Include a street cleaning machine and operator for a five (5) month period beginning at the start of mass excavation.
- HH. Unit prices for undercuts due to unsuitable and special waste soil are according to the unit prices established in the contract.
- II. This subcontractor is responsible to call DIGGER and supplying Turner with the DIGGER order number.
- JJ. A schedule of activities should be submitted with the bid including mobilization, potholing duration, and mass excavation duration within 5 days from notice to proceed. This schedule will need to be cost loaded per activity with no more than 5 days duration per activity. This schedule will be submitted for review 21 days after award. Multiple crews maybe required to meet the proposed schedule. Reasonable weather delays, consideration to sequencing of other trades and appropriate lead-times for engineering, submittals, approvals, fabrication and installation must be considered.

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Contractor shall comply with the below schedule, subject to changes, as required:

- Mobilize and start of potholing operation immediately following the existing building demolition and backfill are complete. Anticipated in November 2009.
- ii. Mass excavation of site following completion of Earth Retention system. Anticipated mid to late January 2010.
- iii. Excavation for concrete grade beams with mud mats will immediately follow mass excavation on the East end of the site in order to start concrete operations ASAP.
- iv. The project substantial completion is scheduled for July 1st 2011.

### The Scope of the Excavation Work specifically excludes the following:

- A. Sales Tax. For material that is part of the permanent building.
- B. On-site insurance costs. (Insurance will run through a CCiP program).
- C. Relocation, removal and reinstallation of City of Chicago equipment. (Light poles, controllers, traffic signals, fire hydrants, etc.). (By Owner).
- Perimeter site fencing, however if need to relocate fence after agreed location with Turner Superintendent than this cost for relocation is by this subcontractor. (By Turner).
- Providing topsoil, topsoil fills for landscape planters or green roof soil. (By Landscaper).
- F. Caisson spoil removal. (By Caisson Subcontractor).
- G. MEP and utility spoil removal. (By Utility and MEP Subcontractors).
- Removal of existing wood piles outside of the basement excavation. (Left in place).
- Material testing. (By Owner).
- J. Terminating, capping and protection of existing utilities, and/or salvage of existing equipment. (By Site Utilities).
- Excavation and Foundation Note #10 on sheet \$0.1. (By caisson and concrete subcontractors).
- 4. The Scope of the Excavation Work is based on the following understandings, stipulations and/or clarifications specifically excludes the following:
  - A. BID CHECKLIST: This subcontractor must be in full agreement to the following items for the bid to be considered responsive. Submit a Request for Information (RFI) five (5) days prior to the bid date with any Issues or questions to the below items. A Bid Information Letter (BIL) will be issued with a response to all questions prior to the bid:

INITIALED FOR:

- Use all specified material and include all items in Excavating, Backfilling, and Compacting for Utilities Requisition and Turner Procedures Manual dated 09-28-2009.
- ii. Include all LEED requirements detailed in the specifications.
- iii. Agree to the schedule and phasing timeframes detailed in the Turner Procedures Manual.
- iv. Agree to the logistics plan detailed in the Turner Procedures Manual.
- v. Minimum 50% Chicago Residency.
- vi. Minimum 7.5% Local Chicago Residency (Near North Side and Westtown).
- Providing all guarantees, certifications, and/or warranties as required by the documents.
- Includes daily cleaning of this trades scope of work.
- ix. Sales tax excluded for material made part of permanent building items.
- x. Agree to sign Turner's Subcontractor Form #36 without modifications.
- xi. Include two completed (2) hard copies of the "Document Submittal Checklist" items and all associated documents located in the Procedures Manual.
- xii. Include completed equipment rates with bid.
- xiii. Include completed wage rate sheets with bid.
- xiv. On Site General Liability and Workers Compensation Insurance EXCLUDED (CCIP Project).
- xv. Agree to the Site Specific Safety Plan detailed in the Turner Procedures Manual.
- xvi. Include all Hoisting, Rigging, and Scaffolding required for your Work.
- xvii. Include all permits specific to your trade (Foundations and Building Permit by Turner/PBC).
- xviii. Include 100% Union field and shop labor. Office supervision excluded.
- xix. Labor and Material Escalation Included through Project Completion: June 2011.
- B. It is understood that the intent of the documents enclosed are to represent complete bid documents. Subcontractor should include in its bid price all work that the subcontractor views as necessary to be consistent with the document intent, industry standards and applicable codes to provide a complete job.

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- C. The Subcontractor acknowledges and represents that the Subcontractor has visited the site of the Project to become familiar with the existing improvements and physical conditions of the site. Site visits shall be coordinated through Turner. Access roads and haul roads will be limited to those indicated on the site logistics plan only.
- D. Turner Construction Company will provide temporary power for small tools and egress lighting once the basement with first floor elevated is installed. All welding and/or stud machines must be gas, there are no provisions for electric welding and/or stud machines.
- E. If, at any time, the safety of any existing or new construction, utilities, etc., appear to be endangered, subcontractor shall, at its own expense, take all proper means, including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures.
- F. The project construction manager, Turner Construction, has liquidated damages as part of the contract with the Public Building Commission. This subcontractor will strive to work with Turner as not to delay completion of the project.
- G. Onsite insurance will be provided through a CCIP program. Reference the CCIP manual included in the Procedures Manual for additional information.
- H. This project is committed to achieving LEED Gold certification per the USGBC NC 2.2 criteria. This subcontractor is responsible for all requirements, submittals, and documentation required in the LEED specifications and process.

#### 5. UNIT PRICES:

- A. The supplied unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as material, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit. Turner reserves the right not to use any of the below stated unit prices and requested labor and material breakdowns. All unit prices shall be valid for both additive and deductive changes to the work. All unit prices, unless otherwise noted, are to include all incidental work normally required in connection with the particular type of work involved for the life of the project and would include, but not necessarily be limited to:
  - i. All engineering including calculations, detailing and shop drawings.
  - ii. All material costs including an allowance for waste.
  - iii. Providing all necessary accessories.
  - iv. All fabrication and shop costs.
  - v. All shop and field labor including supervision and engineering layout costs.
  - All temporary utilities required including safety precaution.
  - All costs of standby trades during or beyond normal working hours.
  - viii. All escalation, bond premiums, overhead and profit, and insurance (with CCIP Program reflected.)
  - ix. All transportation and freight costs.

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- x. Quantities applied against Unit Prices will be neat plan measure without any further allowances for laps, waste, connections and accessories unless otherwise noted.
- xi. All straight time equipment rental costs including oilers, fuel, operators, maintenance, insurance, delivery and removal from site.
- xii. Unit Prices involving offsite operations include insurance, as offsite operations are not covered by CCIP.

**END OF SCOPE OF WORK** 

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## OGDEN SCHOOL REPLACEMENT DRAWING LIST October 22, 2009

## TURNER CONSTRUCTION COMPANY

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Number	Titlo	Type ID	Dasign Company	Revision	Status	Category (D
			vings	Date	Otatus	Cateroryilu
G0.1	TITLE SHEET AND LOCATION MAPS	DR	Nagle Hartray	10.15.2009	Fac Did	T 5 10 5 10
G0.2	DRAWING INDEX	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1996	GENERAL NOTES, ABBREVIATIONS, LEGENDS AND		Tracylo Train Bary	10.13.2005	rui biu	Foundation Permit Only
G0.3	SYMBOLS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
G0.4	TYPICAL MOUNTING HEIGHTS AND ACCESSIBILITY NOTES	20				
G0.5.1	ZONING AND BUILDING CODE MATRIX	DR DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
G0.5.2	OCCUPANCY COUNT AND CODE MATRIX	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
G0.5.3	CODE MATRIX, CONTINUED	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
G0.6	CONTEXT PHOTOS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
G0.7	RESERVED	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
30.8	SURVEY	DR	Nagle Hartray	10.15,2009	For Bid	Foundation Permit Only
31.0	LIFE SAFETY GENERAL NOTES AND CALCULATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
31.1	LIFE SAFETY SITE PLAN	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
04.0	LIFE SAFETY PLAN & FIRE PARTITION PLANS &					The second of th
31.2	CALCULATIONS - LOWER LEVEL	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
G1.3	LIFE SAFETY PLAN & FIRE PARTITION PLANS &					
51.5	CALCULATIONS - FIRST FLOOR  LIFE SAFETY PLAN & FIRE PARTITION PLANS &	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
31.4	CALCULATIONS - SECOND FLOOR					
31.4	LIFE SAFETY PLAN & FIRE PARTITION PLANS &	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
31.5	CALCULATIONS - THIRD FLOOR	DR	Alasta I Is 4			
	LIFE SAFETY PLAN & FIRE PARTITION PLANS &	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
31.6	CALCULATIONS - ROOF	DR	Nacio Hartena	9.24.2009	F 014	2001 20 11 11 11
20.0	GENERAL NOTES AND LEGEND	DR	Nagle Hartray	10.15,2009	For Bid	60% Construction Drawings
1.0	DEMOLITION PLAN	DR	Nagle Hartray	10.15.2009	For Bld	Foundation Permit Only
2.0	DIMENSION PLAN	DR	Nagle Hartray	10.15.2009	For Bid For Bid	Foundation Permit Only
23.0	GRADING PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
3.1	DETAILED GRADING PLAN	DR	Nagle Hartray	10.15,2009	For Bid	Foundation Permit Only Foundation Permit Only
3.2	SOIL EROSION & SEDIMENT CONTROL PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
24.0	UTILITY PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
4.1	OPERATIONS AND MAINTENANCE PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
5.0	DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
5.1	DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
5.2	DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
5.3	DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.1	LANDSCAPE PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.2	ACCESSIBLE GREEN ROOF PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
1.3	INACCESSIBLE GREEN ROOF PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
2.1	LANDSCAPE DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
3.1	SITE DETAILS SITE DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
3.2	SITE DEMOLITION & SALVAGE PLAN - FOR REFERENCE	DR	Nagle Hartray	10.15,2009	For Bid	Foundation Permit Only
D1.0	ONLY					A CAR AND A LANGE OF THE STATE
51.0	DEMOLITION & SALVAGE ELEVATIONS - FOR	DR	Nagle Hartray	9.24,2009	For Bid	80% Construction Drawings
D2.1	REFERENCE ONLY					
S1.0	ARCHITECTURAL SITE PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
\$1.1	ARCHITECTURAL SITE DIMENSION PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
01.1	ENLARGED ARCHITECTURAL SITE PLAN, SECTION AND	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
S4.1	DETAILS	00	Made Hades	0.04.0000		
	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
\$4.1.2	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
34.1.3	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
34.1.4	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	所有 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		ragio rialitay	10.13.2009	For Bid	Foundation Permit Only
34.2	ENLARGED ARCHITECTURAL SITE PLAN AND DETAILS	DR	Nagle Hartray	9.24.2009	Enr Pld	809/ Canada attack
54.2.1	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	60% Construction Drawings
34.3	SITE DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	Foundation Permit Only
4.3.1	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	60% Construction Drawings
34.3.2	ENLARGED ARCHITECTURAL SITE AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
.1	LOWER LEVEL PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	LOWER LEVEL BARRIAN EL COR EL CONTROL					Foundation Permit Only
.1A .1B	LOWER LEVEL - PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only

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## OGDEN SCHOOL REPLACEMENT DRAWING LIST October 22, 2009

## TURNER CONSTRUCTION COMPANY

Number	Title	E		Revision		
A1.2	FIRST FLOOR PLAN	DR DR	Design Company	Date	Status	CategoryiD
A1.2A	FIRST FLOOR - PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
A1.2B	FIRST FLOOR - PARTIAL FLOOR PLAN B	DR		10.15.2009	For Bid	Foundation Permit Only
A1.3	SECOND FLOOR PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
A1.3A	SECOND FLOOR- PARTIAL FLOOR PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.3B	SECOND FLOOR- PARTIAL FLOOR PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.4	THIRD FLOOR PLAN	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
A1.4A	THIRD FLOOR- PARTIAL FLOOR PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.4B	THIRD FLOOR- PARTIAL FLOOR PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.5	ROOF PLANS	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
A1.5A	ROOF PLAN - PARTIAL LANDSCAPE PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.5A1	ROOF PLAN - PARTIAL DRAINAGE PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.5B	ROOF PLAN - PARTIAL LANDSCAPE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.6B1	ROOF PLAN - PARTIAL DRAINAGE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A1.5C	ROOF PLAN - PARTIAL FLOOR PLANS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	CEILING FINISH SCHEDULE AND TYPICAL CEILING	UK	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A2.0	DETAILS	DR	Nagle Hartray	0.04.0000	F Di	
		- DIX	reagie maitray	9.24.2009	For Bld	60% Construction Drawings
A2.1A	LOWER LEVEL- PARTIAL REFLECTED CEILING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	SON Canada atia - S
alla sutt			( Magio Fibriday	3.24.2005	FOI DIQ	60% Construction Drawings
A2.1B	LOWER LEVEL- PARTIAL REFLECTED CEILING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Constanting Develop
A2.2A	FIRST FLOOR- PARTIAL REFLECTED CEILING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
A2.2B	FIRST FLOOR- PARTIAL REFLECTED CEILING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	SECOND FLOOR- PARTIAL REFLECTED CEILING PLAN		The National Control of the Control	0.27.2000	101010	00% Construction Drawings
A2.3A	A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	SECOND FLOOR- PARTIAL REFLECTED CEILING PLAN			0.21.2000	1 or Dig	60% Consuccion Drawings
12.3B	BREELERS	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
12.4A	THIRD FLOOR- PARTIAL REFLECTED CEILING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
12.4B	THIRD FLOOR- PARTIAL REFLECTED CEILING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
12.5	ROOF - REFLECTED CEILING PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
13.1	BUILDING ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
13.2	BUILDING ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
13.3	BUILDING ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
13.4	BUILDING ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	BUILDING SECTIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
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	WALL SECTIONS	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
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	ENLARGED DETAILS	DR	Nagle Hartray	9.24,2009	For Bid	60% Construction Drawings
	ENLARGED DETAILS	DR	Nagle Hartray	9.24,2009	For Bid	60% Construction Drawings
	EXTERIOR DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	EXTERIOR DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	EXTERIOR DETAILS	DR	Nagle Hartray	10,15.2009	For Bid	Foundation Permit Only
	ENLARGED DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	ENLARGED DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
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.1.2	ENLARGED STAIR PLANS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	ENLARGED STAIR PLANS AND DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
.3.1	ENLARGED STAIR SECTIONS AND DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
.3.2	ENLARGED STAIR SECTIONS AND DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings

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SUBCTR	TURNER			

## OGDEN SCHOOL REPLACEMENT DRAWING LIST October 22, 2009

## TURNER CONSTRUCTION COMPANY

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Number	Title	Type ID	Design Company	Revision	Christia	0-1
A7.4.1	ELEVATOR SECTION AND DETAILS	DR	Nagle Hartray	10.15.2009	Status For Bid	Category ID Foundation Permit Only
	MULTI-PURPOSE ROOM ENLARGED PLAN AND			1011012000	10100	1 odridator Ferrit Only
A8.1.1	ELEVATIONS TYPICAL CLASSPOONS FAIL ADOED DI AN AND	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.2.1	TYPICAL CLASSROOM ENLARGED PLAN AND ELEVATIONS					
T TOTAL T	K AND PRE K CLASSROOM ENLARGED PLAN AND	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.3.1	ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bld	COOK Construction To 1
	K AND PRE K CLASSROOM ENLARGED PLAN AND	1,71075111111	(wagio i lastay	3.24.2009	FUI SIG	60% Construction Drawings
A8.3.2	ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.4.1	ENLARGED ADMINISTRATION PLANS	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
A8.4.2 A8.5.1	ADMINISTRATION ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.5.2	SCIENCE LAB ENLARGED PLAN AND ELEVATIONS COMPUTER LAB ENLARGED PLAN AND ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.6.1	ART ROOM ENLARGED PLAN AND ELEVATIONS	DR DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
A8.6.2	MUSIC ROOM ENLARGED PLAN AND ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.7.1	LIBRARY ENLARGED PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
A8.7.2	LIBRARY ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.8.1	DINING ROOM AND KITCHEN ENLARGED PLAN	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
A8.8.2 A8.9.1	DINING ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.9.2	GYMNASIUM ENLARGED PLAN GYMNASIUM ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.9.3	GYMNASIUM ELEVATIONS	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.9.4	STAGE ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.10.1	LOADING DOCK ENLARGED PLAN	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings 60% Construction Drawings
A8.11.1	FIRST FLOOR CORRIDOR NORTH ELEVATION	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
AB.11.2	FIRST FLOOR CORRIDOR SOUTH ELEVATION	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.11.3 A8.11.4	SECOND FLOOR CORRIDOR NORTH ELEVATION	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
A8.11.5	SECOND FLOOR CORRIDOR SOUTH ELEVATION THIRD FLOOR CORRIDOR NORTH ELEVATION	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.11.6	THIRD FLOOR CORRIDOR SOUTH ELEVATION	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.12.1	TOILET ROOM ENLARGED PLAN AND ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A8.12.2	TOILET ROOM ENLARGED PLANS AND ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings 60% Construction Drawings
A8.13.1	STAIR ELEVATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A9.1	PARTITION TYPES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A9.2 A9.3	TYPICAL PARTITION DETAILS TYPICAL FIRESTOPPING DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A9.4	TYPICAL FIRESTOPPING DETAILS	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A10.1	INTERIOR DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A10.2	INTERIOR DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A10.3	INTERIOR DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
A12.0	DOOR SCHEDULE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A12.1	DOOR SCHEDULE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A12.2 A12.3	WINDOW SCHEDULE WINDOW SCHEDULE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A13.0	FINISH SCHEDULE AND DETAILS	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A13.1A	LOWER LEVEL- PARTIAL FINISH PLAN A	DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
A13.1B	LOWER LEVEL- PARTIAL FINISH PLAN B	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings
413.2A	FIRST FLOOR- PARTIAL FINISH PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
13.2B	FIRST FLOOR- PARTIAL FINISH PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	SECOND FLOOR- PARTIAL FINISH PLAN A	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	SECOND FLOOR- PARTIAL FINISH PLAN B THIRD FLOOR- PARTIAL FINISH PLAN A	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	THRID FLOOR- PARTIAL FINISH PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
110.45	GARAGE SIGNAGE SCHEDULE AND MOUNTING	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
14.1	DETAILS	DR	Nagle Hartray	9.24.2009	Cor Did	609/ 0
14.2	GARAGE SIGNAGE PLAN AND STRIPING DETAILS	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings 60% Construction Drawings
15.0	SIGNAGE SCHEDULE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	EQUIPMENT SCHEDULE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15.2A	FIRST FLOOR- PARTIAL FURNITURE PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15.2B	FIRST FLOOR- PARTIAL FURNITURE PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
15.3A 15.3B	SECOND FLOOR- PARTIAL FURNITURE PLAN A SECOND FLOOR- PARTIAL FURNITURE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15.4A	THIRD FLOOR- PARTIAL FURNITURE PLAN A	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15.4B	THIRD FLOOR- PARTIAL FURNITURE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	GENERAL STRUCTURAL NOTES	-11	1 magic 1 ici ii ci y	U.Z.4.ZUU3	For Bid	60% Construction Drawings

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				Revision		
	Title	Type ID	Design Company	Date	Status	Category ID
50.2	GENERAL STRUCTURAL NOTES	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
0.3	LOAD DIAGRAMS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
30.4	LOAD DIAGRAMS	DR	Nagle Hartray	10.15,2009	For Bid	Foundation Permit Onl
31.0	CAISSON PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
1.0A	CAISSON - PARTIAL PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
31.0B	CAISSON - PARTIAL PLAN B	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Ont
31.1	BASEMENT / FOUNDATION PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
1.1A	BASEMENT / FOUNDATION- PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
31.1B	BASEMENT / FOUNDATION- PARTIAL FLOOR PLAN B	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.1.1	CONCRETE WALL - ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
31.1.2	CONCRETE WALL - ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	CONCRETE WALL - ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onf
1.2	FIRST FLOOR FRAMING PLAN	DR	Nagle Hartray	10.15.2009	For Bid	
1.2A	FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Onl
1.2B	FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	Nagle Hartray			Foundation Permit Only
	FIRST FLOOR REINFORCEMENT (NORTH-SOUTH)	JA	ragio rialitay	10.15.2009	For Bid	Foundation Permit Only
	PARTIAL A	DR	Magia Harton	10 45 2000	Fac Pit	
	FIRST FLOOR REINFORCEMENT (EAST-WEST) -	DK	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.2A.2	PARTIAL A	DR	Manta Hartan	40 45 555		
	FIRST FLOOR REINFORCEMENT (NORTH-SOUTH)	DK	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.2B.1	PARTIAL B	65				
	FIRST FLOOR REINFORCEMENT (EAST-WEST)	DR	Nagie Hartray	10.15,2009	For Bid	Foundation Permit Only
	PARTIAL B			7		
	SECOND FLOOR FRAMING PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	SECOND FLOOR FRAMING PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.3A	SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
THE REAL PROPERTY AND PERSONS ASSESSED.	SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.4	THIRD FLOOR FRAMING PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.4A	THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.4B	THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.5	ROOF FRAMING PLAN	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.5A	ROOF FRAMING - PARTIAL FLOOR PLAN A	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	ROOF FRAMING - PARTIAL FLOOR PLAN B	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	MISCELLANEOUS FRAMING PLANS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1.7	MISCELLANEOUS FRAMING PLANS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
2.1	CAISSON DETAILS AND SCHEDULES	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	GRADE BEAM DETAILS AND SCHEDULES	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	FOUNDATION DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	FOUNDATION DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	FOUNDATION DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	FOUNDATION DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	CONCRETE SLAB SECTIONS AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
3.2	CONCRETE SCHEDULES AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
.0	COLUMN AND BASE PLATE SCHEDULE	DR	Nagle Hartray	10.15.2009	For Bid	
.1 F	RAMING SECTIONS AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
.2 F	RAMING SECTIONS AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	RAMING SECTIONS AND DETAILS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	RAMING SECTIONS AND DETAILS	DR	Nagle Hartray			Foundation Permit Only
	SECTIONS, DETAILS AND BRACING ELEVATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
1 N	MASONRY DETAILS AND SCHEDULES	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	MECHANICAL SYMBOLS AND ABBREVIATIONS	DR	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	ARKING LEVEL MECHANICAL DUCTWORK PLAN A	DR	Magie Hartray	9.24.2009	For Bid	60% Construction Drawing
	ARKING LEVEL MECHANICAL DUCTWORK PLAN B	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN CO	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawing
.1A F	IRST FLOOR MECHANICAL DUCTWORK PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawing
.18 F	IRST FLOOR MECHANICAL DUCTWORK PLAN B	DR	Nagle Hartray	9,24,2009	For Bid	60% Construction Drawing
2A S	ECOND FLOOR MECHANICAL DUCTWORK PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawing
2B S	ECOND FLOOR MECHANICAL DUCTWORK PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawing
.3A T	HIRD FLOOR MECHANICAL DUCTWORK PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
2D T	HIPD ELOOP MECHANICAL DUCTWORK PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
.3B T	HIRD FLOOR MECHANICAL DUCTWORK PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
AA R	OOF MECHANICAL DUCTWORK PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
.4B R	OOF MECHANICAL DUCTWORK PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawing
OA P	ARKING LEVEL MECHANICAL PIPING PLAN A	DR	Nagla Hartray	9.24.2009	For Bid	60% Construction Drawings
.0B P	ARKING LEVEL MECHANICAL PIPING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
1A F	IRST FLOOR MECHANICAL PIPING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
1B  F	RST FLOOR MECHANICAL PIPING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
2A S	ECOND FLOOR MECHANICAL PIPING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings

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Number	Title	Type ID	David Comment	Revision			
M2.2 B	SECOND FLOOR MECHANICAL PIPING PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	Category ID	
M2.3A	THIRD FLOOR MECHANICAL PIPING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
M2.3B	THIRD FLOOR MECHANICAL PIPING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M2.4A	ROOF MECHANICAL PIPING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M2.4B M3.0	ROOF MECHANICAL PIPING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M3.1	MECHANICAL SCHEDULES MECHANICAL SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
M3.2	MECHANICAL SCHEDULES	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M4.0	MECHANICAL DETAILS	DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M5.0	SECOND FLOOR MECHANICAL ENLARGED PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
M5.1	THIRD FLOOR MECHANICAL ENLARGED PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M5.2	SECOND FLOOR MECHANICAL SECTIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M5.3	THIRD FLOOR MECHANICAL SECTIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M6.0 M6.1	MECHANICAL CONTROLS DIAGRAMS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M6.2	MECHANICAL CONTROLS DIAGRAMS MECHANICAL CONTROLS DIAGRAMS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M6.3	MECHANICAL CONTROLS DIAGRAMS	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M6.4	MECHANICAL CONTROLS DIAGRAMS	DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M6.5	MECHANICAL CONTROLS DIAGRAMS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
M6.6	MECHANICAL CONTROLS DIAGRAMS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M6.7	MECHANICAL CONTROLS DIAGRAMS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
M7.0	MECHANICAL AIR RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
M7.1 M7.2	MECHANICAL CHILLER WATER RISER DIAGRAM MECHANICAL HOT WATER RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E0.0A	ELECTRICAL SYMBOLS & ABBREVIATIONS	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E0.0B	ELECTRICAL SYMBOLS & ABBREVIATIONS	DR DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E0.1	ELECTRICAL SITE PLAN	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings 60% Construction Drawings	
E1.0A	PARKING LEVEL LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E1.0B	PARKING LEVEL LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E1.1A	FIRST FLOOR LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E1.1B E1.2A	FIRST FLOOR LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E1.2B	SECOND FLOOR LIGHTING PLAN A SECOND FLOOR LIGHTING PLAN B	DR DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E1.3A	THIRD FLOOR LIGHTING PLAN A	DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E1.3B	THIRD FLOOR LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings	
E1.4A	ROOF LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
E1.4B	ROOF LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E2.0A	PARKING LEVEL POWER PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E2.0B E2.1A	PARKING LEVEL POWER PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E2.1B	FIRST FLOOR POWER PLAN A FIRST FLOOR POWER PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E2.2A	SECOND FLOOR POWER PLAN A	DR DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	80% Construction Drawings	
E2.2B	SECOND FLOOR POWER PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E2.3A	THIRD FLOOR POWER PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
E2.3B	THIRD FLOOR POWER PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E2.4A	ROOF POWER AND EQUIPMENT PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E2.4B E2.5	ROOF POWER AND EQUIPMENT PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E3.0	ENLARGED ELECTRICAL PLANS ELECTRICAL LOAD CALCULATION SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E3.1	MECHANICAL EQUIPMENT SCHEDULES	DR DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
	LIGHTING FIXTURE SCHEDULE	DR	Nagle Hartray Nagle Hartray	9.24.2009 9.24.2009	For Bid	60% Construction Drawings	
≣3.3	ELECTRICAL SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
3.4	PANELBOARD SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
3.5	PANELBOARD SCHEDULES	DR	Nagie Hartray	9.24.2009	For Bid	60% Construction Drawings	
	PANELBOARD SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
3.7	PANELBOARD SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	PANELBOARD SCHEDULES PANELBOARD SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	PANELBOARD SCHEDULES	DR DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
	PANELBOARD SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
	PANELBOARD SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
4.0	ELECTRICAL ONE-LINE RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	ELECTRICAL ONE-LINE RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
	LIGHTING CONTROLS WIRING DIAGRAMS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
4.3	GROUNDING SYSTEM RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	

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Number	Titlo	Type ID	Design Company	Revision	Status	0-1	
E4.4	FIRE ALARM SYSTEM RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	Category ID 60% Construction Drawings	
E4.5	RESCUE ASSISTANCE SYSTEM RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E4.6 E4.7	INTERCOM SYSTEM SCHEMATIC RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E4.8	INTRUSION DETECTION SYSTEM RISER DIAGRAM CLOCK SYSTEM RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E4.9	DOOR HOLDER SYSTEM RISER DIAGRAM	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.1	MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.2	MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
E5.3	MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.4	MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.5 E5.6	MDF POWER AND SYSTEM PLANS MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.7	MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.8	MDF POWER AND SYSTEM DETAILS	DR DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E5.9	MDF POWER AND SYSTEM DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
E6.1	ELECTRICAL DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E6.2	ELECTRICAL DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E6.3 E6.4	ELECTRICAL DETAILS ELECTRICAL DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E6.5	ELECTRICAL DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E6.6	ELECTRICAL DETAILS	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E6.7	ELECTRICAL DETAILS	DR	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E6.8	ELECTRICAL DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
	PARKING LEVEL GENERAL LIGHTING ILLUMINANCE			0.21.2000	I I I I I I I I I I I I I I I I I I I	00% Constitution Drawings	
E7.0A	PLANA	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E7.0B	PARKING LEVEL GENERAL LIGHTING ILLUMINANCE PLAN B	200					
E7.1A	FIRST FLOOR LIGHTING ILLUMINANCE PLAN A	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E7.1B	FIRST FLOOR LIGHTING ILLUMINANCE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings	
E7.2A	SECOND FLOOR LIGHTING ILLUMINANCE PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
E7.2B	SECOND FLOOR LIGHTING ILLUMINANCE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E7.3A E7.3B	THIRD FLOOR LIGHTING ILLUMINANCE PLAN A	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
E1.3D	THIRD FLOOR LIGHTING ILLUMINANCE PLAN B PARKING LEVEL EMERGENCY LIGHTING ILLUMINANCE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E8.0A	PLAN A	DR	Nagle Harray	0.24.2000	For Did	5007 6	
	PARKING LEVEL EMERGENCY LIGHTING ILLUMINANCE	DIV	responsivey	9.24,2009	For Bid	60% Construction Drawings	
E8.0B	PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	FIRST FLOOR EMERGENCY LIGHTING ILLUMINANCE	T				Total Gallett Digitaliga	
E8.1A	PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E8.1B	FIRST FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN B	20	No de Hed				
EU. IU	SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E8.2A	PLANA	DR	Nagle Hartray	9.24.2009	For Bid	SOR Construction Devices	
	SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE		1 togics i tard by	3.24.2003	POT BIO	60% Construction Drawings	
E8.2B	PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
F0 04	THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN A						
E8.3A	THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
E8.3B	PLAN B	DR	Nagle Hartrey	0.04.0000	F - 514		
	ROOF EMERGENCY LIGHTING ILLUMINANCE PLAN A	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings	
E8.4B	ROOF EMERGENCY LIGHTING ILLUMINANCE PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
S.DA	PARKING LEVEL LIFE SAFETY LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
S.0B	PARKING LEVEL LIFE SAFETY LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	FIRST FLOOR LIFE SAFETY LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	FIRST FLOOR LIFE SAFETY LIGHTING PLAN B SECOND FLOOR LIFE SAFETY LIGHTING PLAN A	DR DR	Nagle Hartray	9.24,2009	For Bid	60% Construction Drawings	
	SECOND FLOOR LIFE SAFETY LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings	
S.3A	THIRD FLOOR LIFE SAFETY LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
S.3B	THIRD FLOOR LIFE SAFETY LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
S.4A	ROOF LIFE SAFETY LIGHTING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	ROOF LIFE SAFETY LIGHTING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
S.5 0.0	LIFE SAFETY SYSTEM ONE-LINE RISER DIAGRAM PLUMBING SYMBOLS & ABBREVIATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	PLUMBING STE PLAN	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	UNDERGROUND PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
				J.27.2003	TOT DIU	60% Construction Drawings	

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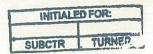
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			5.00	Revision		
Number		Type ID	Design Company	Date	Status	Category ID
P0.2B	UNDERGROUND PLUMBING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.0A	PARKING LEVEL PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.0B	PARKING LEVEL PLUMBING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.1A	FIRST FLOOR PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.1B P1.2A	FIRST FLOOR PLUMBING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.2B	SECOND FLOOR PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.3A	SECOND FLOOR PLUMBING PLAN B THIRD FLOOR PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
P1.3B	THIRD FLOOR PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.4A	ROOF PLUMBING PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.4B	ROOF PLUMBING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.5A	UPPER ROOF PLUMBING PLAN A	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P1.5B	UPPER ROOF PLUMBING PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P2.0	PLUMBING SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P3.0	PLUMBING DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P3.1	PLUMBING DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P3.2	PLUMBING DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P4.0	PLUMBING DOMESTIC WATER RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
P4.1	PLUMBING GAS RISER DIAGRAM	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
P5.0	LOWER LEVEL PLUMBING ENLARGED PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP0.0	FIRE PROTECTION SYMBOLS & ABBREVIATIONS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.0A	PARKING LEVEL FIRE PROTECTION PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.0B	PARKING LEVEL FIRE PROTECTION PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.1A	FIRST FLOOR FIRE PROTECTION PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.1B	FIRST FLOOR FIRE PROTECTION PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.2A	SECOND FLOOR FIRE PROTECTION PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.2B	SECOND FLOOR FIRE PROTECTION PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.3A	THIRD FLOOR FIRE PROTECTION PLAN A	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.3B	THIRD FLOOR FIRE PROTECTION PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP1.4A FP1.4B	ROOF FIRE PROTECTION PLAN A ROOF FIRE PROTECTION PLAN B	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP2.0	FIRE PROTECTION SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP3.0	FIRE PROTECTION DETAILS	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FP4.0	FIRE PROTECTION RISER DIAGRAM	DR DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FS1.0	EQUIPMENT PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FS1.1	PLUMBING PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FS1.2	ELECTRICAL PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FS1.3	SPECIAL CONDITIONS PLAN	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
FS1.4	DETAIL SHEET	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
TH1.1	THEATRE LIGHTING - PLANS AND SECTIONS	DR	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	THEATRE LIGHTING - CONTROL RISER DIAGRAM AND		140gio Fiarday	3.24.2003	- POI DIU	60% Construction Drawings
TH2.1	SCHEDULES	DR	Nagle Hartray	9.24.2009	For Bid	60% Canata atlan Deviler
ΓH3.1	THEATRE LIGHTING - DETAILS	DR	Nagie Hartray	9.24.2009	For Bld	60% Construction Drawings 60% Construction Drawings
TH4.1	THEATRE RIGGING - PLAN AND SECTION	DR	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
		101				con construction Drawnings
00000	Information Available to Didde (2)	pecific				
	Information Available to Bidders (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	LEED Consultant (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Erosion and Sedimentation Control	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
01302	LEED Requirements (Deviation)  Construction Waste Management (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
02070	Selective Demolition	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	UST REMOVAL	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Excavating, Backfilling, and Compacting for Utilities	SPEC	Nagle Hartray	10.08.2009	For Bid	60% Construction Drawings
02300	Earthwork	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	SOIL MANAGEMENT AND HANDLING	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
02010	WASTE SOIL REMOVAL AND	SPEC	Nagle Hartray	10.15.2009	For Bid	60% Construction Drawings
02317	DISPOSAL AND	PDEA	No de 11s d			
02311	ACCEPTANCE OF BACKFILL, TOP SOIL & CU	SPEC	Nagle Hartray	10.08.2009	For Bid	60% Construction Drawings
02218	STRUCTURAL SOIL	0050	N. T. Control of the			
	Caissons	SPEC	Nagle Hartray	10.08.2009	For Bid	60% Construction Drawings
	Portland Cement Concrete Paving	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
02313	Sewerage and Drainage	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
		SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
02707	Water Service	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings

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				Revision			
Number		Type ID	Design Company	Date	Status	Category ID	
0273	0 Permeable Interlocking Concrete Pavers (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
0279	2 Playground Surface Systems 0 Irrigation System	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	2 Omamental Fence	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	3 Stainless-Steel Fencing System and Playground Enclosure	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
0286	O (Sound Barriers (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	O Site Furnishings (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	D Landscaping 1 CU Structural Soil	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Cast-in-place Concrete	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Cast-in-Place Architectural Concrete (Deviation)	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only Foundation Permit Only	
03410	Plant-Precast Structural Concrete	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only	
	Unit Masonry	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Ornamental Stone Restoration and Cleaning	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Structural Steel	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only	
	Steel Floor Deck	SPEC	Nagle Hartray Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only Foundation Permit Only	
	Cold-Formed Metal Framing	SPEC	Nagle Harlray	9.24,2009	For Bid	60% Construction Drawings	
05500	Metal Fabrications	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Historic Treatment of Ornamental Metal Fencing	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Carpentry Gypsum Sheathing	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only	
	Architectural Woodwork	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Modular Casework (LEED)	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings	
	Plastic Lumber	SPEC	Nagle Hartray	9.24.2009	For 8id	60% Construction Drawings 60% Construction Drawings	
	Self-Adhering Sheet Waterproofing (Deviation)	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only	
	Cold Fluid-Applied Waterproofing (Deviation)	SPEC	Nagle Hartray	10.15.2009	For Bld	Foundation Permit Only	
	Water Repellents Fluid-Applied Membrane Air Barrier	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Building Insulation	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
07215	Sprayed-On Thermal Insulation	SPEC	Nagle Hartray	9.24.2009	For Bid	Foundation Permit Only 60% Construction Drawings	
07415	Composite Metal Panel System	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
07561	Fluid-Applied Protected Membrane Roofing (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Vegetated Roofing (Deviation) Traffic Coatings	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Flashing and Sheet Metal	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
07700	Roof Accessories	SPEC	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings 60% Construction Drawings	
07811	Sprayed Fire-Resistive Materials	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Through-Penetration Firestop Systems	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Fire-Resistive Joint Systems Perimeter Fire Containment Systems	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Joint Sealants	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
	Steel Doors and Frames	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
08211	Interior Flush Wood Doors	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
	Access Doors and Frames	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
08332	Overhead Coiling Fire Doors Overhead Coiling Service Doors	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Sectional Overhead Doors	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Aluminum Windows (New)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Interior Wire Mesh Window Guards	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
	Door Hardware	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Automatic Door Operators	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
08800	Glazing Aluminum Window Walls	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Glazed Steel Curtain Walls	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Cement Plaster	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
09260	Gypsum Board Systems	SPEC	Nagie Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
	Drywall Shaft Systems	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
09300		SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings	
	Terrazzo Acoustical Cellings (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Luminous Cellings (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Wood Gymnasium Floor	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings	
	Wood Stage Floor	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings	
	Resillent Tile Flooring	SPEC				- 79 SVIISUUGEDUI LIEWIIUS	

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Number		Type ID	Design Company	Date	Status	Category (D
	Resilient Wall Base Carpet Tile	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Acoustical Wall Panels	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	LEED Finish Painting	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
	Pavement Marking	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Visual Display Units	SPEC	Nagie Hartray	9.24.2009	For Bid	60% Construction Drawings
	Toilet Compartments Louvers	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Flagpoles	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Parking Signage	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
10425	Metal Letters	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Exterior Signs	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
10433	Interior Signage	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
10434	Exterior Emergency Signs Metal Lockers (Elementary School)	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	Fire Extinguisher Cabinets and Accessories	SPEC	Nagle Hartray	9,24.2009	For Bld	60% Construction Drawings
	Operable Panel Partitions	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Toilet Accessories	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
	Stage Rigging	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
11132 F	Projection Screens	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
11150 F	Parking Access and Revenue Control System (PARCS)	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
111011	Recessed Dock Levelers Waste Compactors	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Food Service Equipment	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Symnasium Equipment	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Window Treatment Shades	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
	Motorized Shades	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	Telescoping Stands	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Entrance Floor Mats (Deviation) Sectric Traction Elevators (Deviation)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	Wheel Chair Lifts	SPEC	Nagle Hartray	10.15.2009	For Bid	Foundation Permit Only
	General Provisions For Mechanical Work	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings
15020 8	Shop Drawings, Product Data and Samples	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
	Basic Mechanical Materials and Methods	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	discellaneous Equipment and Work	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15055 N	Angers and Supports	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15074 V	ribration Controls For HVAC Piping and Equipment	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15076 ld	dentification For Plumbing Piping and Equipment	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	dentification For HVAC Piping and Equipment	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings 60% Construction Drawings
	lumbing insulation	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	VAC Insulation	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
15110 V		SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	xpansion Fittings and Loops or HVAC Piping leters and Gages For HVAC Piping	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	omestic Water Piping Specialties	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	anitary Waste and Vent Piping	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
	rainage Piping Specialties	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	torm Drainage Piping	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15181 H	ydronic Piping	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
15183 K	efrigerant Piping ydronic Pumps	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	VAC Water Treatment	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	atural-Gas Piping	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	eedwater Equipment	SPEC	Nagle Hartray	9.24.2009	For Bid For Bid	60% Construction Drawings
	hemical-Waste Piping	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings
	re-Suppression Piping	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	ectric-Drive, Centrifugal Fire Pumps	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	omestic Water Pumps	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	ackaged Booster Pumps swage Pumps	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings
	ump Pums	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings
	uel-Fired Water Heaters	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 80% Construction Drawings
15513 Co	ondensing Boilers sechings, Chimneys, and Stacks	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings



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Number	Title	TypeID	Design Company	Date	Status	(Colors and Colors and		
15555	Draft Control Devices	SPEC	Nagle Hartray	9.24.2009	For Bld	Category ID 60% Construction Drawings		
15626	Air-Cooled Rotary Screw Water Chillers 130 Tons and	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings		
	Modular Indoor Air-Handling Units	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings		
	Air Coils	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Radiant Heating Panels	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Metal Ducts	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Duct Accessories	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Centrifugal Fans Air Terminal Units	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Air Filters	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Variable Frequency Controllers (Drives)	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
15990	Testing, Adjusting, and Balancing	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
16010	Basic Electrical Requirements	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Basic Electrical Materials and Methods	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Temporary Power and Communication Service	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings		
	Overcurrent Protective Device Coordination and Arc Flash	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Grounding and Bonding	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Electrical Identification	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Conductors and Cables	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Raceways and Boxes	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Wiring Devices	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Lighting Control Devices	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings		
	Hangers and Supports For Electrical Systems	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Static Uninterruptible Power Supply	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Transient Voltage Suppression	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Enclosed Switches and Circuit Breakers Transfer Switches	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Enclosed Controllers	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings		
	Switchboards	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Panelboards	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Low-Voltage Transformers	SPEC	Nagle Hartray Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
16491		SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Interior Lighting	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Exterior Lighting	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
16555	Stage Lighting	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings		
	Central Dimming Controls	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Modular Dimming Controls	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Packaged Natural Gas Generator	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Intrusion Detection System	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Fire Alarm System	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Public Address and Music Equipment	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Clock Systems	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings		
	Telephone Service Entrance	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Assistive Listening Device Systems	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Emergency Call System Rescue Assistance Systems	SPEC	Nagle Hartray	9.24.2009	For Bld	60% Construction Drawings		
	CCTV System and Components	SPEC	Nagle Hartray	9.24.2009	For Bid	80% Construction Drawings		
16950 7		SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	dentification for Communications Systems	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Commissioning of Communications	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Copper Backbone Cabling	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Communications General Requirements	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Cabinets, Racks and Enclosures	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Optical Fiber Backbone Cabling	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Communications Horizontal Cabling	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Data Comm Wireless Access Points	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings 60% Construction Drawings		
17723 S	School Intercom and Program Equipment	SPEC	Nagle Hartray	9.24.2009	For Bid	60% Construction Drawings		
	Media Management TV System	SPEC	Nagle Hartray	9.24.2009	. Or Did	TO TO CONSULCTION DISWINGS		

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Page	PROJECT MILESTONES					
P. Submitted   P. S					OGDEN REPLACEMENT	
A	000010 RFP Submission	0	◆ RFP St		ELEMENTARY SCHOOL	
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Second   S	000025 PBC Board Meeting (CM Approval)	0	· • PBC		and liane ochequie	
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State   Stat	000047   Submittal Due for Nov 'US Board Mtg		T	Submitted Due for Nov OB Board Mig		
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43   20   03AUG09 A   060CT09   13NOV09   13NOV09   13NOV09   13NOV09   13NOV09   183   183   20NOV09   09AUG10   183   183   20NOV09   05JAN10   165   165   165   165   17FEB10   07OCT10   155   155   08JUN10   12JAN11   155   155   08JUN10   12JAN11   17FEB10   09Gen Replacement Elementary School	+Environmental Abatement				1.10	
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18   28   28   07OCTO9   13NOV09	+Demolition			440		
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183   183   20NOV09   09AUG10	The second secon	35   06JAN10	EB10 1		and the second s	
183   183   20NOVOB   05JAN10	+Excavation	Constitution of	4701	The state of the s	toria.	
165   165   17FEB10   05JAN10		183 ZONOVO9	NG10			
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Turner Construction Company Ogden Replacement Elementary School		165 17FEB10	CT10		-	
Turner Construction Company Ogden Replacement Elementary School	+Masonry					
Turner Construction Company Ogden Replacement Elementary School	(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	08JUN10	AN11			
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	defer non-from	BO	den Replacement	t Elementary School		Prograss Cottest by

	ID Description	Dur Dur Start Finish J A S O N D	TWANTED WOOM ALL MAN TO SALE T
15   15   15   15   15   15   15   15	+Structural Steel		
15   15   15   15   15   15   15   15		67   29JUN10	
14   15   14   15   15   15   15   15	+Dampproofing and Waterproofing	15 08JUL10	
18   18   18   18   18   18   18   18	- Roofing	04000140	
18   14   145Pril   200Tril   19   19   19   19   19   19   19   1	+Fireproofing	010010	
150   50   1900/VI   234/NT	Para a strain	34 14SEP10	10-0
185   180	+Glazed Curtainwall	50   19NOV10	
150   152   122	+Interior Finishes		
121   221   221   224		24SEP10 17JUN11	
12   25   20.0111   20.0	+Vertical   ransportation	68   03NOV10   07FEB11	
121 321 22MARTO   17JUN1   15GUL11   15GUL11	+General MEP		
156   25   23   23.0111   35.0111	Owner Activities	321   22MAR10	
10   10   10   10   10   10   10   10	Owner Activities		
10   10   10   10   10   10   10   10	900000 Owner FFE installation	25 20JUN11	Owner FFE Installation
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100   04APR11   23AUG11   A4PR11   23AUG11   A4PR11   23AUG11   A4PR11   A4PR111   A4PRT111   A4	Commissioning		
14   45   46   29APR11   014JU11   045U11   04	900040   Commissioning and Balancing		
led Closeout 69 90 05.UL11 09NOV11	Closeout		
Turner Construction Company Ogden Replacement Elementary School	800070   Punchlist Preparation	45   29APR11	17
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Turner Company Ogden Replacement Elementary School			
Turner Construction Company Ogden Replacement Elementary School			
	1 (144 195,100)  1 (144 195,100)  1 (144 195,100)  1 (145,100)	Turner Construction Con Ogden Replacement Elements	

INITIALED FOR:

SUBCTR TURNER

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

Ogden Replacement Elementary School

Document S	Submittal	Checklist
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Dated: 10/28/09

Two originals of the following documents are required at the time of bid opening. If all of the following items are not included, the bid will be none responsive and will not be considered. Please ensure that you have completed the forms and indicate such by placing and "X" next to each completed item:

- 1. X Completed Turner Construction Co. Bid Form
- 2: X Schedule 2 Affidavit of Non-Collusion
- 3. Schedule C Letter of Intent from MBE/WBE to perform as Subcontractor, Subconsultant, and / or Material Supplier. TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER
- 4. X Schedule D Affidavit of Prime Subcontractor Regarding MBE/WBE Participation. TO BE FILLED OUT BY PRIME SUBCONTRACTOR
- 5. NA Schedule E Request for Waiver from MBE / WBE Participation
- 6. X Schedule 4 Affidavit of Uncompleted Work
- 7. Proof of Ability to Provide Offsite Insurance
- 8. X Completed CCIP Form 1

If the Subcontractor is the first or second low bidder, then the Subcontractor is required to submit the following within five (5) days after bid opening.

1. Schedule 8 – Disclosure of Retained Parties

Company Name: JOHN Кело : Сомрану

TURNER CONSTRUCTION CO.

INITIALE	D FOR:
SUBCTR	TURNER

Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610

Estimate No. 2525
Excavating, Backfilling, and Compacting for Utilities, Page 7
October 14, 2009

October 14<sup>th</sup>, 2009 Bids Due: October 28<sup>th</sup>, 2009 @ 1:00PM CST

	BID K	URIVI
SUBMITTED BY:	JOHN KEND & COMPANY (Hereinafter called "Bidder")	_(Company Name)
	8608 W. CATALPA AVE.	_(Street Address)
	CHICAGO IL 60656	_(City, State and Zip)
	WILLIAM D. VIGHOCCHI	_(Contact)
	BILLY BHUKENO.COM	
	(773) 380-0700	_(Area Code/Phone #)
	(773) 380-0706	
A. LUMP SUM Lump Sum for l Requisition:	Excavation Work as defined by the Co	entract Documents including the Excavation
LUMP SUM BE (EXCLUDING)		
s 1,280,7	119	
		GATTY THOUSAND SEVEN HADRED NINETEEN
LUMP SU	JM BID BREAKDOWN (MANDATO	RY and must add up to Lump Sum Bid Total):
LABOR T	TOTAL	s 128,305
EQUIPMI \$	ent total 42, 000	·
MATERIA	AL TOTAL	s_1,110,414
ON SITE	LABOR HOURS	1,700
T:\Chicago\ESTIMATES\2525 - O Elementary SchoolPURCHASING	lgden Relocation 3 Regulstifions102222 -	INITIALED

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Estimate No. 2525

Excavating, Backfilling, and Compacting for Utilities, Page 8
October 14, 2009

## AWARD CRITERIA (Insert Line 15 of Award Criteria Formula from the below calculation)

Line 1.	Base Bid, in figures	1,280,719
Line 2.	Percentage of the Journeyworkers hours that the Subcontractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	25,614.38
Line 4.	Percentage of total Apprentice hours that the Subcontractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	
Line 5.	Multiply Line 4 by Line 1 by 0.03	O
Line 6.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	25
Line 7.	Multiply Line 6 by Line 1 by 0.01	3,201.80
Line 8.	Percentage of total Journeyworker hours that the Subcontractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	
Line 10.	Percentage of total Apprentice hours that the Subcontractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u> </u>
Line 12.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	
Line 13.	Multiply Line 12 by Line 1 by 0.01	0
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	Z8, 816.18
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	1,251,902.8Z

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	SUBCTR	TURNER

Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Estimate No. 2525

Excavating, Backfilling, and Compacting for Utilities, Page 9
October 14, 2009

## B. MBE / WBE and CHICAGO WORKFORCE PARTICIPATION

#### PURCHASING PLAN:

Turner and the PBC are committed to a diversity program for this Project. This Proposal includes participation of MBE and/or WBE City of Chicago certified firms in the following amounts/percentages:

Minority Business Enterprise: 43.1 % 35% participation
Women Business Enterprise: 10.6 % 10 % participation

This bid must includes Chicago Residency Employment. A minimum of 50% Chicago Residency employment including 7.5% Community Resident Employment is required to be included in this bid. Please review section two in the Turner Procedures Manual for compliance. Bids that do not include this requirement will be considered non-responsive.

### C. SUPPLIERS/SUB-SUBCONTRACTORS:

Please provide a list of potential suppliers and sub-subcontractors.

1. South Chicago Teuching Co. 3. Primmar Corporation 5.	2. CLEAN CUT TEEE REMOVAL 4. HARDROCK SAWGUTTING 6.
9.	8

#### D. ALTERNATES:

#### ALTERNATE NO. 1:

Deduct to haul off non-special soils as such, in lieu of hauling all soils as special soils.

DEDUCT \$ 153,592 / LS

#### E. UNIT PRICES

The following unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as materials, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit.

 Loading, transportation and disposal of site earthwork, per project specifications.

2. Furnish, place and compact on-site base material CA-1.

3. Furnish, place and compact on-site base material CA-6.

4. Furnish, place and compact on-site base material CA-7.

5. Crew for Saturday. (1 Operator, 1 Laborer, with trucking)

6. Submit equipment rental unit prices on separate sheet and attach to bid.

7. Fill out wage rate sheet for any trade under this bid package on separate

\$ 60.16/CYD 44.20	/CYD
\$ 4Z-91 /CYD 26.65	/CYD
\$ 59-11 /CYD 26-70	/CYD
\$ 45.40 /CYD 29:34	/CYD
\$ 1000.00/ea \$	/ea
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DEDUCT

Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Estimate No. 2525

## Excavating, Backfilling, and Compacting for Utilities, Page 10 October 14, 2009

	sheet, using example in section	n 44 of the Turner Pi	rocedures Manual.		<b>✓</b>
8.			<u> </u>	\$	N/A
9.	-	· · · · · · · · · · · · · · · · · · ·	<del></del>	\$	N/A
F. <u>EO</u>	UIPMENT PRICES				
	Attach a listing of all equipme operator and all other associate	ent expected to be use ed costs.	ed on the project with	a complete i	nourly cost including
G. <u>DO</u>	CUMENTS				
	Receipt of Information Letters  I/We, the undersigned, acknow related costs into our Lump Su # 1 dated 10/16/09 # 2 dated 10/22/09 # 3 dated 0/27/09	vledge receipt of the im Amount:	# <u>4</u> dated # <b>5</b> dated	10/28/07	
н. <u>LO</u>	NG LEAD ITEMS:				
	Provide a list of lead/delivery/s	fabrication times for	any materials with a l	ead time gre	ater than three weeks.
	1. N/A	/weeks	2.		/weeks
	3.	/weeks	4		/weeks
	5	/weeks	6		/weeks_
	7		8.		/weeks
	9	/weeks_	10.		/weeks
Checki All pro PRINK	oposals must include attach list" and all associated doc oposals shall be valid for ac COMPANY NAME:	uments. cceptance for a pe	eriod of sixty (60)	calendar d	ays.
PRINT	NAME WILLIAM	Moder			
SIGNE	D: MAK		DATE:_	10/3	2/2009
		END OF B	ID FORM		,
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	SUBCTR	TURNER

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

SCHEDULE 2 - Affidavit Of Non-collusion
STATE OF ILLINOIS }
COUNTY OF COOK } SS
Says that: , being first duly sworn, deposes and
(1) He/She is  OFFICE/2  (Owner, Partner, Officer, Representative or Agent) of
the Bidder that has submitted the attached Bid;
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham bid;
(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
(6) The Bidder is not barred from bidding as a result of having violated <i>Illinois Criminal Code</i> , 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the <i>Prevailing Wage Act</i> , 30 ILCS 570/001/through 570/7.
(Signed)
THEASUPER
Subscribed and sworn to before me this 30 day of October 20 09
toxies fourter
SECRETARY Title) My Commission expires:
"OFFICIAL SEAL" Frances Haverstein Notary Public, State of Illinois My Commission Expires September 21, 2012 INITIALED FOR:

SUBCTR

TURNER

## PUBLIC BUILDING COMMISSION OF CHICAGO

Ogden Replacement Elementary School

## SCHEDULE 4 - Affidavit Of Uncompleted Work

#### A. Work Under Contract

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project	PEID-AUDER Shore Pest		PESIDENCE	HAPPY ACRES	N/A	
Contract With	CONSTRUCT	HAYWARD	LEGALY 18ST CONSTRUCTION	VILLAGE		1
Estimated Completion Date	, .		f	3/31/2009		
Total Contract Price	₹£	l#:	li.	4 1,413,087		8838353
Uncompleted Dollar Value if Firm is the GC			~~ <del>~~~~</del>	#494,580		494,580
Uncompleted Dollar Value if Firm is a Subcontractor	\$ 193,907	# 126,235	\$ 204,485			524,627
			TOTAL V	ALUE OF ALI	_WORK	9,857,560

## B. Uncompleted Work to be Completed with the Bidder's own Forces

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE

	1	2	3	4	Awards Pending	TOTALS
Earthwork	143,907	# 126,235	1	\$235,497	۸/۸	\$505,639
Demolition		; :				
Sewer and Drain			\$ 204,485		· · · · · · · · · · · · · · · · · · ·	<sup>#</sup> 204,485
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete	***					
Fireproofing					<del></del>	

INITIALE	0 FOR:
SUBCTR.	TURNER

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

	1	2	3	4	Awards Pending	TOTALS
Masonry	; d		1	;		
H.V.A.C.						İ
Mechanical						<del> </del>
Electrical						<u> </u>
Plumbing					<del> </del>	<del> </del> -
Roofing & Sheet Metal			-			
Flooring & Tile Work						
Drywail & Plaster Work						
Ceiling Construction					+	1
Hollow Metal & Hardware					<del>-</del>	
Glazing & Caulking						
Miscellaneous Arch. Work				<u> </u>		
Landscaping	\$ 50,000					#50,000
Fencing						29,000
Others (List)						
			] 			
TOTALS	\$ 193,907	\$ 75 735	\$ ZOH 40E	# 22 to 497	1 1/4	# 760,124

C. Work Subcontracted to Others

INITIALED FOR:				
SUBCTR	TURNER			

## PUBLIC BUILDING COMMISSION OF CHICAGO

Ogden Replacement Elementary School

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor				METEOPOLITAL	- Jonaina
Type of Work				PUMP STATION	<u> </u>
Subcontract Price				\$148,940	# 1110 0110
Amount Uncompleted				\$148,490	\$148,940
Subcontractor				146,470	\$148,940
Type of Work			<del></del>	DAHME ROG	
Subcontract Price				ASTALL RAD	<u> </u>
Amount Uncompleted	<del>-                                    </del>			\$ 44,500	\$44,500
Subcontractor			······································	1,300	14,500
Type of Work				OKEH ELECTR	
Subcontract Price		<u> </u>		FIEC SEDUCE	
Amount Uncompleted				# 39,000	139,000
Subcontractor				*39,000	\$39,000
Type of Work			· · · · · · · · · · · · · · · · · · ·	MCHUTY BOOS	•
Subcontract Price				LANDSCAPING	
Amount Uncompleted				£ Z6,643	\$26,643
Subcontractor				P 26 643	<sup>‡</sup> 26,643
Type of Work					
Subcontract Price			·		
				1	
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					····
TOTAL Uncompleted				\$259,083	259,083

INITIALE	D FOR:
` `	
SUBCTR.	TURNER

## PUBLIC BUILDING COMMISSION OF CHICAGO

Ogden Replacement Elementary School

## Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidated and an arrival affidates.  I, being duly sworn, do hereby declare that this affidates affidates affidates.  I, being duly sworn, do hereby declare that this affidates affidates affidates.	edoral State County Oils and a second
Signature	10/30/09
WILLIAM D. VIGHTICHI	Date TREASURER
Name (Type or Print)	Title

JOHN KELLO 4 Bidder Name 8608 W. State

Subscribed and sworn to before me day of OCTOBER 20\_09 (SEAL)

Commission expires:

Notary Public

INITIALE	o FOR:
SUBCTR	TURNER

## PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

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

## TO BE FILLED OUT BY ANY MBE OR WHE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER Name of Project: OGDEN PEPLACEMENT ELEMENTARY SCHOOL Project Number: 2525 FROM: (Name of MBE or WBE) MBE TO: (Name of General Bidder) \_ and Public Suilding Commission of Chicago The undersigned intends to perform work in connection with the above-referenced project as a Sole Proprietor a Corporation \_ a Partnership & Joint Venture The MBEWBE steps of the undersigned is confirmed by the attached Letter of Certification, deted Nov. 151 2009 - 2013. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project. Has of a disposor of Licenses SEDDE يحصما The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. Wile perce: A 26.00 / per 24

INITIALED FOR:			
SUBCTR	TURNER		

## PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

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

PARTIAL PAY ITEMS	•
For any of the above items that are partitional subcontract dollar amount:	al pay items, specifically describe the work and
A MARIEN STRATE D	OF ESCANATED MATERIAL AT
There are the second to the	1904
payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
SUB-SUBCONTRACTING LEVELS	
The # of the dollar value of the MBEM contractors.	BE subcontract will be sublet to non-MBE/WBE
130 % of the dollar value of the MBE	WBE aubochtract will be sublet to MBEWBE
If MBE/WBE subcontractor will not be sub-schedule, a zero (0) must be filled in each bian the MBE/WBE subcontractor's scope of work with work to be sublet must be provided.  The understand will extend this a feature of the substantial of the	ubcontracting any of the work described in this ik above. If more than 10% percent of the value of vill be subjet, a brief explanation and description of
Building Commission of Chicago, and will do so of Contract award from the Commission.  By:	agreement for the above work with the Prime pon its execution of a contract with the Public p within five (5) working days of receipt of a notice
Name of MSE/WBE Firm (Print)	Sho fance On
773.646.9000	Name (Print)
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	MBE WBE Non-MBE/WBE

INITIALED FOR:	
SUBCTR	TURNER



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gaylen Chief Prosucument Officer

City Hall, Reom 403
121 North LaSalle Street
Chingo, Blinch 66602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofebicago.org

September 26, 2008

Sharon Pancer- Oseguera South Chicago Trucking Company 13404 S. Baltimora Ave. Chicago, Illinois 60633

> Annual Certificate Expires: Vendor Number:

November 1, 2009 1016425

Dear Me. Pancer- Oséguera:

We are pleased to inform you that South Chicago Trucking Company has been certified as a Minority Owned Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) by the City of Chicago. This MBE/WBE certification is valid until November 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by November 1, 2009.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

## Intrastate and Interstate Trucking Services; Hauling Services

Your firm's participation on City contracts will be credited only toward MBE/WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerata

Deputy Programment Officer

LAL/plg

NEIGHBORHOODS



INITIALED FOR:	
SUBCTR	TURNER



From: To:

City of Chicago

South Chicago Trucking Company

Sharon Pancer-Caaguers

Date: Fax:

11/3/2000 TO:31 41 AM

(773) \$40-5600

Phone. (773) \$46-6000

Sharon Pancer-Oseguara South Chicago Trucking Company 13404 South Baltimore Ave., Chicago, Il 6063312856 South Muskegon Ave., Chicago, Il 60633Chicago, L 60033-4941

#### Dear Sharon Pancer-Oseguera:

in order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting South Chicago Trucking Company a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Charge Afficiavit of Continued Eligibility Afficiation South Chicago Trucking Company will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Minority Business Enterprise (MBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

> City of Chicago Office of Compliance 333 State Street, Suite 540 Chicago, IL 50804 Telephone: 312-747-7778 Email: integrity@cityofchicago.com

Sincerely

Mary Elliott

Acting Managing Deputy City of Chicago Office of Compliance

[ibiCHICAGOEndOfFax]

INITIALED FOR: TURNER SUBCTR



City of Chicago Richard M. Baley, Mayor

Department of Promovement Services

Moutal M. Gayim Chief Procurement Officer

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

September 26, 2008

Sharon Pancer- Oseguera
South Chicago Trucking Company
13404 S. Bailimore Ave.
Chicago, Illinois 60633

Annual Certificate Expires: Vendor Number:

November 1, 2009 1015425

101

Dear Ms. Pancer- Oseguera:

We are pleased to inform you that South Chicago Trucking Company has been certified as a Minority Owned Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) by the City of Chicago. This MBE/WBE certification is valid until November 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by November 1, 2009.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tex Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

## Intrestate and Interstate Trucking Services; Hauling Services

Your firm's participation on City contracts will be credited only toward MBEWBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely

Deputy Proodisment Officer

LAL/plg

NEIGHBORHOODS

INITIALED FOR:
SUBCTR TURNER

## PUBLIC BUILDING COMMISSION OF CHICAGO

Ogden Replacement Elementary School

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

# TO BE FILLED OUT BY ANY MBE OR WBE PRIME SUBCONTRACTOR, SUB-TIER SUBCONTRACTOR, SUBCONSULTANT, AND/OR MATERIAL SUPPLIER

TENER SUPPLIER
Name of Project:
OGDEN REPLACEMENT ELEMENTARY SCHOOL
Project Number: 2525
FROM:
(Name of MBE or WBE)  MBE WBE WBE
TO:
(Name of General Bidder)  (Name of General Bidder)  (Name of General Bidder)
The undersigned intends to perform work in connection with the above-referenced project as (check one):
(check one):
a Solo Dransista.
a Sole Proprietor a Corporation
a Partnershipa Joint Venture
The MREM/RE status of the
dated Hugues 14, 2009 In addition, in the case where the understand in
dated Hugust 14. Joseph Lin addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.
The undersigned is prepared to provide the setting to the
- PLIE DEVIOLATION & SURE CREATER AND T
W/STONE.
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents
as stipulated in the Contract Documents.
# 124710
平 1 5 7 1 1 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

INITIALED FOR:		
SUBCTR	TURNER	

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

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

FARHAL PAY ITEMS	•
PARTIAL PAY ITEMS For any of the above items to the	
subcontract dollar amount:	artial pay items, specifically describe the work
A WORL TO RE	E RILLER AREA.
- V-	TO VALUES
If more space is needed to full to	
	the MBE/WBE firm's proposed scope of work and
SUB-SUBCONTRACTING LEVELS	
O % of the dollar value of the MBE contractors.	WBF subcontract will t
O % of the dollar value of the second	WBE subcontract will be sublet to non-MBE/WE
contractors, if MBEWBE subcontractor will not be	BE/WBE subcontract will be sublet to MBE/WE
Schedule, a zero (0) must be filled in each be the MBE/WBE subcontractor's scope of world	b-subcontracting any of the work described in the lank above. If more than 10% percent of the value of the subject a brief explanation.
The undersigned will and provided.	and description
Subcontractor or Commission, conditioned	agreement for the above work with the Prim upon its execution of a contract with the Publics so within five (5) working days of restrict the
of Contract of Chicago, and will do	upon its execution of a contract with the Prirr so within five (5) working days of receipt of a notice
of Contract award from the Commission.	working days of receipt of a notice
2	
EINMAR CORPORATION	Markows 1)
Name of MBE/WBE Firm (Print)	Signature
Date	MARGARET H. VIGNOCHT
773-399-9600	Name (Print)
hone	
FAPPLICABLE:	
By:	
oint Venture Partner (Print)	
Torrer e l'armet (PNNt)	Signature
	None (D : I)
Phone	Name (Print) MBE WBE Non-MBE/WBE

INITIALED FOR:		
1		
SUBCTR	TURNER	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gavies hief Procurement Officer

lity Hall, Room 403

21 North LaSalle Street hicago, Illinois 60602 312) 744-4900 312) 744-2949 (1114) ttp://www.cityofchicago.org August 14, 2009

Margaret Vignocchi **Prinmar Corporation** 8601 West Bryn Mawr Avenue, Suite 110 Chicago, Illinois 60631

> Annual Certificate Expires: **Vendor Number:**

<u>August 1, 2010</u> 1049164

Dear Ms. Vignocchi:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until August 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by August 1, 2010.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Fallure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise falls to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

> Engineering Services and Consulting; Professional Design Firm Construction Inspection Services; Excavation; Earthwork; Construction Management Services

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands

Managing Deputy Procurement Officer

MH/dm



INITIALED FOR: SUBCTR TURNER

## PUBLIC BUILDING COMMISSION OF CHICAGO

Ogden Replacement Elementary School

## SCHEDULE D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation (1 of 2)

## TO BE FILLED OUT BY PRIME SUBCONTRACTOR

Name of Project: OGDEN REPLACEMENT ELEMENTARY SCHOOL
STATE OF ILLINOIS } }SS
COUNTY OF COOK }
In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Title and duly authorized representative of
JOHN KELD . CONPANY
PAGE W. CATALPA AVE, SUITE BOB
in the City of CUICAGO, State of ILLINOIS and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (in applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBEWBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
	o di dalle o	MBE	WBE
Samu CHICAGO TEUCKING CO	HAUL OFF DISPOSAL	\$ 551,428	\$
PRILIMAR CORPORATION	SITE DENO /PEEP & STONE	\$	\$134,719
	•	\$	\$
		\$	\$
-		\$	\$
		\$	\$
<u> </u>		\$	\$
	Total Net MBE/WBE Credit	\$551,4 <u>28</u>	s 134,719
	Percent of Total Base Bid	43.1 %	10.6 %

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

INITIALED FOR:	
SUBCTR	TURNER

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

# SCHEDULE D - Affidavit of Prime Subcontractor Regarding MBE/WBE Participation (2 of 2)

SUB-SUBCONTRACTING LEVELS	
O % of the dollar value of the MBE/WBE contractors.	subcontract will be sublet to non-MBE/WBE
	ontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontractor	ontracting any of the work described in this ove.
If more than 10% of the value of the MBE/WBE sub- explanation and description of the work to be sublet	contractor's scope of work will be sublet, a brief must be provided.
The undersigned will enter into a formal agreement MBE/WBE firms, conditioned upon performance as Commission, and will do so within five (5) business from the Commission.	Prime Sub-Contractor of a Contract with the
By:	11. 82 ( )
Name of Prime Sub-Contractor (Print)	Signature
	Name (Prior)
(773) 380 - 0700 Phone	Name (FAIII)
IF APPLICABLE:	
Ву:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBEWBE Non-MBE/WBE
Phone/FAX	

INITIALED FOR:	
SUBCTR	TURNER

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

## SCHEDULE E - Request for Walver from MBE/WBE Participation

Date:	0/20/09
Public Richar 50 W.	avin Cabonargi, Executive Director Building Commission of Chicago d J. Daley Center Washington Street, Room 200 po, IL 60602
Dear M	frs. Cabonargi:
RE:	Contract No
	Project Title:
attempt that su Busine	ordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from BE/WBE provisions. The undersigned certifies that it/we has/have been diligent in out to identify potential subcontractors certified as MBE/WBE to perform work in this project the discrete the Minority/Wome successful, and that it/we cannot meet the Minority/Wome as Enterprise contract goal. These efforts are described below and are consistent with the set for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as:
Docume	entation attached: yes no
	on the information provided above, we request consideration of this waiver request.
Sincere	
Signatu	re
Print Na	me
Title	
Name o	f Firm

, INITIALED FOR:				
SUBCTR	TURNER			

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 02300 - Earthwork John Keno and Company, Inc.

✓ Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09

NOTE: Initialing below you are confirming that the above referenced document has been received.

INITIALED:				
SUBCTR	TURNER			

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 02300 - Earthwork John Keno and Company, Inc.

✓ Ogden Replacement Elementary School's Procedures Manual dated September 29, 2009

NOTE: Initialing below you are confirming that the above referenced document has been received under separate cover.

INITIALED:
SUBCTR TURNER

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 02300 - Earthwork John Keno and Company, Inc.

✓ Ogden Replacement Elementary School's Project Site Specific Safety Plan

NOTE: Initialing below you are confirming that the above referenced document has been received under separate cover.

INITIALED:		
SUBCTR	TURNER	

#### **FORMULA FOR CHANGES**

Percentage Markup and Procedures Applicable to Work Added to or Omitted From the Original Subcontract Agreement OGDEN REPLACEMENT ELEMENTARY SCHOOL

CHICAGO, ILLINOIS

Rev. 9/14/08

#### LUMP SUM:

Predetermined Lump Sum additions and/or deletions to the Agreement are to be based upon the estimated "Net Actual Cost", plus the following maximum %'s for Overhead and Profit. The percentages for Overhead and Profit will be negotiated and may vary according to the nature, extent and complexity of the work involved. Not more than three percentages each not to exceed the maximum percentages shown below, will be allowed regardless of the number of tiers of subcontractors. That is, the markup on work subcontracted by a subcontractor will be limited to one overhead and profit percentage in addition to the prime contractor's overhead and profit percentage. On proposals for decreases in the amount of the contract, the overhead and profit will be added to the "Net Actual Cost", thereby increasing the credit that would be deducted from the price of this agreement:

Maximum % for Overhead & Profit Labor Material Sublet Work Additions: 10% 10% 05% Ommissions: 10% 10% 05%

TIME & MATERIAL:

Additional Work to the Contract, authorized by Turner in advance to be performed on a Time & Material Basis, is to be based upon the "Net Actual Cost", plus the following %'s for Overhead & Profit:

Maximum % for Overhead & Profit			
Labor	Material	Sublet Work	
10%	10%	05%	
	Labor	<u>Labor</u> <u>Material</u>	

#### Additions: General

- Submission of estimates and costs shall be itemized in a form satisfactory to Turner to permit ready analysis and evaluation. On Time & Material Work, daily reports in duplicate showing all field and shop labor expended and/or material delivered, shall be submitted to Turner's job staff. Invoices shall be submitted monthly.
- No overhead and profit will be permitted on the premium time portion of overtime work. 3. %'s shall apply to net differences in quantities for adds and deducts in any one change.
- %'s applied by sub-subcontractors for Labor & Material shall not exceed those of subcontractors. 4.
- 5. "Net Actual Cost" defined:

### LABOR

- Wages of labor, including foreman and general foreman, engaged in this work and directly on Subcontractor's payroll. Non-working foreman's costs shall be recovered in overhead %'s listed
- 11. Engineering and drafting performed with Turner's prior approval.
- 111. Fringe Benefits established by governing trade organizations.
- Federal Old Age Benefits, Federal and State Unemployment Taxes. IV.
- V. Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage, and any other forms of insurance required by Turner.

#### B.

- Net cost of construction materials and supplies delivered to site, including applicable Sales and/or Use Taxes, transportation costs, trade and cash discounts. (Note: Sales Tax is not applicable to transportation costs).
- 11. Costs of a special nature, approved in advance by Turner, such as for riggers, labor transportation, equipment rentals, royalties, permits, and other expenses of this nature.
- 6. %'s shall include the following overhead costs:
  - Supervision and Executive Expenses (both field and office supervision).
  - B. Small tools; incidental scaffolding, blocking, shores; appliances; subcontractor's trucks & drivers; etc.; and the expense of maintaining same.
  - C. Administrative expenses - clerical, accounting, etc., both at the Project and in the Subcontractor's office.
  - D. Project Managers, Engineering Costs, Shop Drawings, Proposal Preparation Review, Expediting Costs, etc.
  - E. Taxes required to be paid by the Subcontractor, but not included under the aforementioned "Net Actual Cost".
  - Foreman not directly performing physical performance of the work (non-working foreman).
- %'s shall include all profit. 7.

INITIALED FOR:		
SUBCTR	TURNER	

RE: OGDEN REPLACEMEN CHICAGO, ILLINOIS	IT ELEMENTAR'	YSCHOOL			
CONTRACT NO. 16324					
	R	ATE SHEET			
JOHN KENO AND COMPANY,	INC.	The second secon	SIFICATION: OPERAT	TING ENGINEER	
SUBCONTRACTOR:		CLASS 1 LOCAL: 150			
ADDRESS:		LOCAL PHONE NO:			
		EFFECTIVE DA	TE: FROM 6/1/09		
CITY, STATE: TELEPHONE:		TO: 5/31/10			
	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)	
BASIC RATE: (e)	\$45.10	\$45.10	\$22.55	\$45.10	
UNION FRINGE BENEFITS:	\$23.08	\$23.08	N/A	N/A	
FICA (FOAB) (1996)* %	7.65%	\$3.45	\$1.73	\$3.45	

\$0.36

\$4.01

\$0.00

\$0.18

\$2.01

\$0.00

\$0.36

\$4.01

\$0.00

GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFSITE LIABILITY AUTO INSURANCE	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL:		\$76.00	\$26.46	\$52.92
OVERHEAD & PROFIT	10.00%	\$7.60	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HOUR:		\$83.61	\$26.46	\$52.92

## ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

0.80%

8.90%

0.00%

F.U.I. (1996)\*

S.U.I. (2008)\*

WORKMEN'S COMP.\* [a] %

INITIALED FOR:			
All the second second second			
SUBCTR	TURNER		

<sup>\*</sup>Percentages on basic rate (e) only

<sup>\*\*</sup>These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

<sup>1-</sup> Items a,b,c: to be submitted by subcontractor & reviewed by Turner.

<sup>2-</sup> The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

RE:	OGDEN REPLACEMENT ELEMENTARY SCHOOL	
	CHICAGO, ILLINOIS	

CONTR	ACT NO.	16324

## RATE SHEET

TO: 5/31/10

JOHN KENO AND COMPANY, INC.

SUBCONTRACTOR:

LABOR CLASSIFICATION: LABORERS

FOREMAN / BUILDING

LOCAL: DISTRICT COUNCIL

LOCAL PHONE NO: (630) 655-8289

EFFECTIVE DATE: FROM 6/1/09

CITY, STATE: TELEPHONE:

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$35.95	\$35.95	\$17.98	\$35.95
UNION FRINGE BENEFITS:	\$18.09	\$18.09	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$2.75	\$1.38	\$2.75
F.U.I. (1996)* %	0.80%	\$0.29	\$0.14	\$0.29
S.U.I. (2008)* %	8.90%	\$3.20	\$1.60	\$3.20
WORKMEN'S COMP.* [a] %	0.00%	\$0.00	\$0.00	\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFSITE LIABILITY / AUTO INSURANCE	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL:		\$60.28	\$21.09	\$42.19
OVERHEAD & PROFIT SUBTOTAL	10.00%	\$6.03 \$66.31	N/A \$21.09	N/A \$42.19
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HOL	JR:	\$66.31	\$21.09	\$42.19

## ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

<sup>2-</sup> The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

INITIALED FOR:			
SUBCTR	TURNER		

<sup>\*</sup>Percentages on basic rate (e) only

<sup>\*\*</sup>These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

<sup>1-</sup> Items a,b,c: to be submitted by subcontractor & reviewed by Turner.

RE:	OGDEN REPLACEMENT ELEMENTARY SCHOOL
	CHICAGO ILLINOIS

CONTRACT NO. 16324

## RATE SHEET

JOHN KENO AND COMPANY, INC.	LABOR CLASSIFICATION: LABORERS
SUBCONTRACTOR:	JOURNEYMAN/ BUILDING
	LOCAL: DISTRICT COUNCIL
ADDRESS:	LOCAL PHONE NO: (630) 655-8289
	EFFECTIVE DATE: FROM 6/1/09
CITY, STATE:	TO: 5/31/10
TELEPHONE:	

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$35.20	\$35.20	\$17.60	\$35.20
UNION FRINGE BENEFITS:	\$18.09	\$18.09	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$2.69	\$1.35	\$2.69
F.U.I. (1996)* %	0.80%	\$0.28	\$0.14	\$0.28
S.U.I. (2008)* %	8.90%	\$3.13	\$1.57	\$3.13
WORKMEN'S COMP.* [a] %	0.00%	\$0.00	\$0.00	\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00	\$0.00	\$0.00
OFFSITE LIABILITY / AUTO INSURANCE	0.00%	\$0.00	\$0.00	\$0.00
SUB TOTAL:		\$59.40	\$20.65	\$41.31
OVERHEAD & PROFIT SUBTOTAL	10.00%	\$5.94 \$65.34	N/A \$20.65	N/A \$41.31
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
TOTAL LABOR RATE PER HO	JR:	\$65.34	\$20.65	\$41.31

## ABOVE TOTAL LABOR RATE SHALL BE USED TO COMPUTE LABOR COST ON EXTRA WORK.

<sup>2-</sup> The above Total Labor Rate Per Hour will be updated anually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

INITIALED FOR:				
SUBCTR	TURNER			

<sup>\*</sup>Percentages on basic rate (e) only

<sup>\*\*</sup>These costs are those that are in addition to the straight time costs for premium work. The items that are indicated as N/A are the costs that are not applicable to premium time work (i.e., Union Fringes, Workmen's Compensation, Liability and Auto Insurance and Overhead and Profit).

<sup>1-</sup> Items a,b,c: to be submitted by subcontractor & reviewed by Turner.