

**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 No. 2, 02250 Earth Retention** of PBC Contract No. PS1668 (the "Contract"), which Contract was made and entered into as of **December 4, 2009** by and between the PBC and **Thatcher Foundations, 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.

Signed as of this 23 day of December, 2009, by:

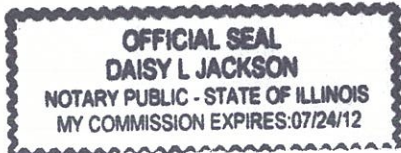
**ASSIGNOR**  
**Public Building Commission of Chicago**

By: [Signature]  
Erin Lavin Cabonargi  
Executive Director

State of Illinois  
County of Cook

This instrument was ACKNOWLEDGED before me this 23rd day of December, 2009 by Erin Lavin Cabonargi, as Executive Director of the Public Building Commission of Chicago.

[Signature]  
Notary Public



**AGREEMENT TO CONTRACT ASSIGNMENT**

**ASSIGNOR**  
**Turner Construction Company**

By: [Signature]

Name: Stephen W. Fort

Title Vice President & General Manager

State of Illinois,  
County of Cook

This Instrument was acknowledged before me this 10<sup>th</sup> day of December, 2009 by Stephen W. Fort, as Vice President and General Manager of Turner Construction Company.

Gloria Castellano

Notary Public



**CONTRACTOR**  
**Thatcher Foundations, Inc.**

By: T John Wysocky

Name: T John Wysocky  
(Print Name)

Title Vice President

11 Dec 09

State of Illinois,  
County of Cook

This Instrument was acknowledged before me this 11<sup>th</sup> day of December, 2009 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

[Signature]

Notary Public



**This Agreement**, made as of the **FOURTH** day of **DECEMBER** in the year **TWO THOUSAND NINE** by and between the **Public Building Commission of Chicago**, an Illinois municipal corporation, (hereinafter called the "PBC") and **THATCHER FOUNDATIONS, INC.** an Illinois Corporation with office located at **7100 Industrial Highway, Gary, Indiana 46406** (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 **EARTH RETENTION** (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

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pursuant to which disputes between the PBC and Construction Manager are to be resolved under the 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 **FIVE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED TWENTY-ONE AND 00/100 DOLLARS (\$522,221.00)** (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 Manager, 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

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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 procurement, 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](http://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. Should the 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, Construction Manager or Owner 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. **\$17,221.00** (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 Subcontractor. Subcontractor is an Excluded Party to the consolidated insurance program as described in the OCIP Manual (a Contract Document) for its own self performed work and any Excluded Party lower tier subcontractor (if applicable) to the consolidated insurance program arranged by Construction Manager. All costs for Subcontractor's insurances are included in the Price and are to be paid by the Subcontractor. For Subcontractor's Enrolled Party lower tier subcontractors, 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 Subcontractor's Enrolled Party subcontractor(s) only. Subcontractor 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 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~~

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~~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'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 premium expense payable through PBC for such premium and subcontractors, through this 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 subcontractors, through this Subcontractor, and the premium 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.

**THATCHER FOUNDATIONS, INC.**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: T John Wysocky  
T John Wysocky, Vice President  
 Print Name and Title  
 11 Dec 09

By: Richard M. Daley  
 Richard M. Daley, Chairperson  
 By: [Signature]  
 Executive Director

In the Presence of: (Witness)

By: [Signature]

By: Edgwick Johnson  
 Secretary  
 Approved as to Form and Legality:

By: [Signature]  
 Neal & Leroy, LLC

Subcontractor's Illinois State Unemployment Ins. No. 4491738  
 (Insert State and Register No. for State in which the Work is to be performed)

Subcontractor's License No. TCC 010244  
 (Insert License No., if any, for State or locality in which the Work is to be performed)

Subcontractor's Illinois State Sales Tax Registration No. 3773-9530

**FOR PBC INTERNAL PURPOSES ONLY: ONE-TIME CONTRACT**

SUBCONTRACTOR			TCCo OFFICE	JOB NAME			
THATCHER FOUNDATIONS, INC. 7100 INDUSTRIAL HIGHWAY GARY, INDIANA 46406			CHICAGO	OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS			
WORK (brief description)			AWARD NO.	VENDOR NO.	CONTRACT NO.	CHANGE NO.	REF.
EARTH RETENTION			08	7AB3737	16324	000	
PHASE CODE	CATEGORY	DATE	BOND	W/C EXP.	GEN. LIAB. EXP.	AUTO EXP.	E & O EXP.
02250	05	DECEMBER 4, 2009	N/A	4/30/10	4/30/10	4/30/10	4/30/10

**TOTAL CONTRACT VALUE: \$522,221.00**

SAR:

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**ADDITIONAL PROVISIONS**

**A. Earth Retention Work as described in the following documents:**

1. Purchase Requisition Bid Package 02/R-1 Earth Retention dated September 18, 2009 (6 pages attached).
2. Sketch TSK-01-9-9-2009 (1 page attached).
3. Turner Bid Information Letter #1 Earth Retention dated 9/18/09
4. Drawing List dated September 18 2009 (12 pages attached).
5. Project Schedule "Early Trade Schedule" - Run Date September 11, 2009 (2 pages attached).
6. Turner Document Submittal Checklist (1 page attached).
7. Turner Bid Form dated September 18, 2009 (4 pages attached).
8. Award Criteria Formula (2 pages attached).
9. 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).
  - c. Schedule C – Letter of Intent from MBE/ WBE to Perform as Subcontractor, Subconsultant, and/ or Material Supplier (4 pages attached).
  - d. Schedule D – Affidavit of General Contractor/ Subcontractor Regarding MBE/ WBE Participation (2 pages attached).
10. Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09 (1 page Acknowledgement sheet attached).
11. Ogden Replacement Elementary School's Procedures Manual dated September 29, 2009 (1 page Acknowledgement sheet attached).
12. Ogden Replacement Elementary School's Project Site Specific Safety Plan (1 page Acknowledgement sheet attached).
13. Subcontractor's verified Aon Form 1a (to be attached thru a Subcontract Information Letter when verified by Aon).
14. Formula for Changes (1 page attached).
15. Geotechnical Subsurface Investigation, prepared by Environmental Protection Industries dated July 31, 2009.

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**ADDITIONAL PROVISIONS (Continued)**

16. Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
17. Retention System Contractor Drawings ERS1.0 and ERS2.0 dated August 13, 2009.

**B. The Scope of the Earth Retention 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 Earth Retention Work specifically defined in the following specification sections and as clarified in all related specifications- and drawings of the remaining contract documents:

**Primary Specifications**  
**(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 Earth Retention Work as shown, detailed and/or implied in the contract documents outlined in Item A. above.

**C. The Scope of the Earth Retention Work specifically excludes the following:**

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

**D. The Scope of the Earth Retention Work includes, but is not necessarily limited to, the following understandings and stipulations:**

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

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ADDITIONAL PROVISIONS (Continued)

2. 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). (<http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1760#CCSON>)**
3. 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 thirty percent (30%) to qualified minority business enterprises (MBE) and at least two percent (2%) 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.

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)

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ADDITIONAL PROVISIONS (Continued)

**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. **\$17,221.00** (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. E & O INSURANCE:**

Subcontractor recognizes that he will be responsible for any negligent error or omission in his own Work, and therefore, is required to provide **Professional Liability Insurance** in an amount not less than **\$2,000,000**. Provider shall immediately submit evidence of said insurance (Turner shall under no circumstances be named as additional insured on professional liability insurance).

**M. ALTERNATES**

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.

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

**N. 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.

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ADDITIONAL PROVISIONS (Continued)

O. **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 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.

1. Reference attached Purchase Requisitions in Item A. 1 above.
2. Wage rates per the attached seven (7) Wage Rate Sheets.

**END OF ADDITIONAL PROVISIONS**

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September 18, 2009

**PURCHASE REQUISITION – R1**  
Bid Package 02  
Earth Retention

**1. GENERAL REQUIREMENTS:**

Per the Bid Checklist, two hard copies of the completed bid forms are due to Turner Construction by September 23<sup>rd</sup>, 2009, *no later than 1:00p.m CST*. Please send original copies to Turner Construction Company at 55 East Monroe, Ste 3100, Chicago, Illinois 60603 to the attention of Doug May.

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, on site insurance, 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 **Earth Retention Work** as shown, detailed, and/or implied by the following documents and as defined herein.

- A. Turner Construction Company's Procedures Manual dated September 09, 2009.
- B. Exhibit 1: Public Building Commission Subcontract Provisions. (27 Pages)**
- C. Geotechnical Subsurface Investigation for information only, prepared by Environmental Protection Industries dated July 31, 2009. Also review the Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- D. Turner Construction Company's Document List dated September 10th, 2009, including plans and specifications.
- E. For reference only retention system contractor drawing ERS1.0 and ERS2.0 Dated 8/13/2009.
- F. Turner's Bid Form dated September 18, 2009.

**2. The Scope of the Earth Retention Work, includes, but is not limited to, providing the following:**

- A. The retention system contractor acknowledges that their proposed system utilizes a system that provides a fully functional ground retention system around the project site. Furnish and install a permanent Hot Rolled sheeting earth retention system in accordance with the layout as indicated on for reference only drawing ERS1.0 and ERS2.02 Dated 8/13/2009 and within the City of Chicago guidelines.
- B. Coordination approval and 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. This subcontractor will provide necessary reinforcement to the earth retention system to achieve City of Chicago approval. General Building Permit will be by owner.

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- C. Top of sheeting to be installed at +14.00 CCD on State Street, +12.50 CCD Walton Street, +12.50 CCD on Oak Street, +12.50 on Dearborn Street as the base bid. Indicate any alteration or advantage in this subcontractor bid in different top of sheeting elevations. Also indicate and supply with the bid a sketch of any alternative layouts advantageous to expedite sub-grade construction of the lower level parking garage.
- D. 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 4'6" above top of caisson to capture the caisson cap. (By Caisson Contractor).
  - ii. 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).
  - iv. 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 excavation 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.
  - vi. Excavator to install Geotech material at 6.00 CCD and respread existing CA6 backfill from demolition operations up to 6.50 CCD.
  - 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. All other caisson caps to be poured from 7.70 CCD.
  - viii. Concrete contractor to remove any internal earth retention bracing pending release from Earth Retention contractor.
- E. Retention line location must avoid interference with existing utilities, and keep utility lines out of the street piling zone of influence. Retention system must be able to withstand a concrete truck surcharge 4 foot from the edge of sheeting. Most delivery and exit traffic from the site will be from Dearborn Street.
- F. This project is in a residential area and all City of Chicago Ordinances concerning working in this district apply.
- G. Subcontractor will provide all submittals and shop drawings as required within two (2) weeks of the contract award date.
- H. Contractor shall remove his sheet driving equipment and excess material upon completion of the sheet driving operation.

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- I. Traffic control, signalman and/or flagmen for this Subcontractor's trucks, operators, etc. any time entering or exiting the site.
- J. Subcontractor is responsible for performing all lay-out for their own work, extending lines and grades, and is fully responsible for any damage due to incorrect extension or layout. Turner will provide 6 control lines and 3 benchmarks on each level of the building.
- K. If a void would occur, the only backfill material suitable for use is compacted CA-7.
- L. Street cleaning and/or sweeping for your work any time entering or exiting the site. Wheel cleaning before exiting the site will be required.
- M. Unit prices for undercuts due to bad and special waste soil are according to the unit prices established in the contract.
- N. Responsibility of calling Digger.
- O. Responsible for care and protection of erosion control as supplied by others.
- P. If contaminated material is encountered, this subcontractor's field supervision must inform the Turner Representative immediately.
- Q. Establish a \$20,000 hold for obstructions. Turner Construction Co. representative must be notified and must sign authorization for obstruction time. Utilities, caissons and other shown on survey drawings or documents available to subcontractor are not considered as an obstruction.
- R. Two (2) lines of Safety OSHA cables with per Turner Safety Standard will be installed, maintained and removed by this contractor on the top side of the sheets. Coordinate with Turner and concrete contractor prior to installation. Yellow flagging will need to be installed 4 foot on center on both cable lines. The Earth Retention Contractor and Turner will complete a pre-turn-over list of maintenance that must be completed by the Earth Retention subcontractor prior to transfer of responsibility for maintenance from the Earth Retention subcontractor.
- S. This retention contractor must provide Earth Retention Drawings and calculations stamped by an Illinois License Structural Engineer (S.E.).
- T. Sequence basement, east to west to start the caisson operation (Goal to expedite excavation ASAP).
- U. A schedule of activities should be submitted with the bid including mobilization, installation duration for each of the 4 sides. 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:

- i. Retention Permit Drawings and Calculations for CDOT and Office of Underground Construction – 2 weeks after award or sooner.
  - ii. Revisions to Retention Drawings – 3 calendar days or sooner.
  - iii. Mobilize and start of Retention System immediately following the existing building demolition and backfill are complete. Anticipated mobilization in early January 2010.
- V. **Demolition Plan, Sheet C1.0, dated 08/13/2009 reference sections of the below grade foundation wall left in place. This drawing is incorrect – these foundation walls will be removed by others prior to beginning of work.**
3. **The Scope of the Earth Retention Work specifically excludes the following:**
- A. Sales Tax.
  - B. Costs associated with “special wastes”, “non-hazardous special waste” and “hazardous waste” work.
  - C. Relocation, removal and reinstallation of City of Chicago equipment. (Light poles, controllers, traffic signals, fire hydrants, etc.).
  - D. Perimeter site fencing, however if need to relocate fence after agreed location with Turner Superintendent than this cost for relocation is by this subcontractor.
  - E. **All insurance that is to be provided via the CCIP program.**
4. **The Scope of the Earth Retention Work is based on the following understandings, stipulations and/or clarifications:**
- A. This subcontractor will have a minimum of one (1) OSHA 30 – Hour Certified working on the site at all times.
  - B. It is understood that the intent of the documents enclosed are to represent 100% complete bid documents. Where information is lacking, this Subcontractor should include in separate line item list 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**. Bidders must indicate in line item detail all costs associated with the undefined work.
  - 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.

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- D. Design – Build subcontractors recognize that they will be responsible for any negligent errors or omissions in their work and therefore are required to provide professional liability insurance in an amount no less than \$2,000,000/per occurrence \$2,000,000/aggregate upon award.
- E. The successful Subcontractor will be required to execute Turner Construction Company's Standard Subcontract Form #36P, unmodified (Rev. 6/1/08), as shown in Turner's Safety and Procedure Manual dated September 09, 2009.
- F. Maintain streets adjacent to the site in a clean and safe condition. Daily clean-up is mandatory. This includes subcontractor's laborers removal of trash and debris to dumpster located at ground level. Dumpsters will be provided by Turner. Large underground objects will not be thrown into the Turner dumpsters without approval from Turner Representative.
- G. Turner Construction Company will provide temporary power for small tools and egress lighting once the basement is installed. All welding and/or stud machines must be either gas or diesel, there are no provisions for electric welding and/or stud machines.
- H. 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.

5. **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.

6. **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, and a zero dollar Change Order will be issued.

7. **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.

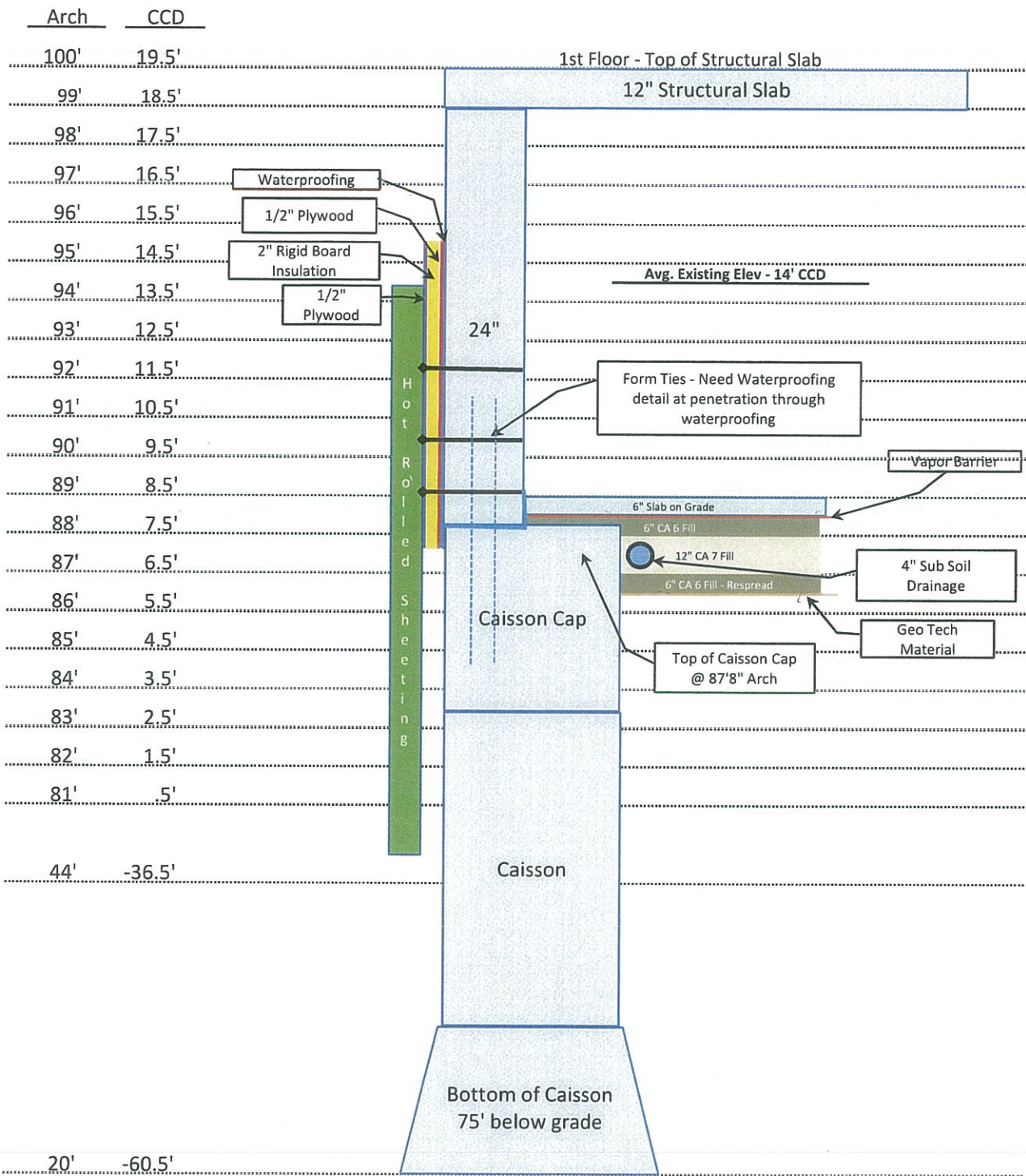
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- iv. All fabrication and shop costs.
- v. All shop and field labor including supervision and engineering layout costs.
- vi. All temporary utilities required including safety precaution.
- vii. All costs of standby trades during or beyond normal working hours.
- viii. All escalation, bond premiums, overhead and profit, and insurance.
- ix. All transportation and freight costs.
- 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.

**END OF SCOPE OF WORK**

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
Number	Title	Design Company	Revision Date	Status	Category ID
<b>Drawings</b>					
S0.1	General Structural Notes	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S0.2	General Structural Notes	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S0.3	Load Diagrams	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S0.4	Load Diagrams	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.0	Caisson Plan	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.0A	Caisson Partial Plan A	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.0B	Caisson Partial Plan B	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.1	Basement/Foundation Plan	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.1A	Basement/Foundation - Partial Floor Plan A	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.1B	Basement/Foundation - Partial Floor Plan B	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S1.2	First Floor Framing Plan	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.2A	First Floor Framing - Partial Floor Plan A	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.2B	First Floor Framing - Partial Floor Plan B	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.3	Second Floor Framing Plan	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.3A	Second Floor Framing - Partial Floor Plan A	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.3B	Second Floor Framing - Partial Floor Plan B	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.4	Third Floor Framing Plan	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.4A	Third Floor Framing - Partial Floor Plan A	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.4B	Third Floor Framing - Partial Floor Plan B	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.5	Roof Framing Plan	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.5A	Roof Framing - Partial Floor Plan A	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.5B	Roof Framing - Partial Floor Plan B	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S1.6	Miscellaneous Framing Plans	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S2.1	Caisson Details and Schedules	Nagle Hartray...	09.10.09	For Bid	Issue for Caisson Permit
S2.2	Grade Beam Details and Schedules	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S2.3	Foundation Details	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S2.4	Foundation Details	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S3.1	Concrete Slab Sections and Details	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S4.1	Framing Sections and Details	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S4.2	Framing Sections and Details	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S4.3	Framing Sections and Details	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S5.1	Sections, Details and Bracing Elevations	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
S6.1	Masonry Details and Schedule	Nagle Hartray...	09.10.09	For Information	Issue for Caisson Permit
G0.1	Title Sheet & Location Maps	Nagle Hartray...	8/13/2009	For Information	DD
G0.3	General Notes, Abbreviations, Legends and Symbols	Nagle Hartray...	8/13/2009	For Information	DD
G0.4	Typical Mounting Heights and Accessibility Notes	Nagle Hartray...	8/13/2009	For Information	DD
G0.5	Zoning and Building Code Matrix	Nagle Hartray...	8/13/2009	For Information	DD
G0.5.2	Occupancy Count and Code Matrix	Nagle Hartray...	8/13/2009	For Information	DD
G0.5.2	Code Matrix Continued	Nagle Hartray...	8/13/2009	For Information	DD
G0.6	Context Photos	Nagle Hartray...	8/13/2009	For Information	DD
G0.8	Survey	Nagle Hartray...	8/13/2009	For Information	DD
G1.0	Life Safety General Notes and Calculations	Nagle Hartray...	8/13/2009	For Information	DD
G1.1	Life Safety and Fire Partition Plans Lower Level	Nagle Hartray...	8/13/2009	For Information	DD
G1.2	Life Safety and Fire Partition Plans and Calculations-First Floor	Nagle Hartray...	8/13/2009	For Information	DD
G1.3	Life Safety and Fire Partition Plans, and Calculations-Second Floor	Nagle Hartray...	8/13/2009	For Information	DD
G1.4	Life Safety and Fire Partition Plans, and Calculations-Third Floor	Nagle Hartray...	8/13/2009	For Information	DD
G1.5	Life Safety and Fire Partition Plans, and Calculations-Roof	Nagle Hartray...	8/13/2009	For Information	DD
C0.0	General Notes and Legend	Nagle Hartray...	8/13/2009	For Information	DD
C1.0	Demolition Plan	Nagle Hartray...	8/13/2009	For Information	DD
C2.0	Dimension Plan	Nagle Hartray...	8/13/2009	For Information	DD
C3.0	Grading Plan	Nagle Hartray...	8/13/2009	For Information	DD
C3.1	Detailed Grading Plan ADA Ramps	Nagle Hartray...	8/13/2009	For Information	DD

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
Number	Title	Design Company	Revision Date	Status	Category ID
C3.2	Soil Erosion and Sediment Control Plan	Nagle Hartray...	8/13/2009	For Information	DD
C4.0	Utility Plan	Nagle Hartray...	8/13/2009	For Information	DD
C5.0	Details	Nagle Hartray...	8/13/2009	For Information	DD
C5.1	Details	Nagle Hartray...	8/13/2009	For Information	DD
C5.2	Details	Nagle Hartray...	8/13/2009	For Information	DD
L1.0	Landscape Protection and Removal Plan	Nagle Hartray...	8/13/2009	For Information	DD
L1.1	Landscape Plan	Nagle Hartray...	8/13/2009	For Information	DD
L1.2	Accessible Green Roof Plan	Nagle Hartray...	8/13/2009	For Information	DD
L1.3	Inaccessible Green Roof Plan	Nagle Hartray...	8/13/2009	For Information	DD
L2.1	Plant Schedules and Landscape Details	Nagle Hartray...	8/13/2009	For Information	DD
L3.1	Site Details	Nagle Hartray...	8/13/2009	For Information	DD
L3.2	Green Roof Details and Street Sections	Nagle Hartray...	8/13/2009	For Information	DD
AD1.0	Site Demolition and Salvage Plan	Nagle Hartray...	8/13/2009	For Information	DD
AD2.1	Demolition and Salvage Elevations	Nagle Hartray...	8/13/2009	For Information	DD
AS1.0	Architectural Site Plan	Nagle Hartray...	8/13/2009	For Information	DD
A1.1	Lower Level Plan	Nagle Hartray...	8/13/2009	For Information	DD
A1.1A	Lower Level-Partial Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A1.1B	Lower Level-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A1.2	First Floor Plan	Nagle Hartray...	8/13/2009	For Information	DD
A1.2A	First Floor-Partial Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A1.2B	First Floor-Partial Floor-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A1.3	Second Floor Plan	Nagle Hartray...	8/13/2009	For Information	DD
A1.3A	Second Floor-Partial Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A1.3B	Second Floor-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A1.4	Third Floor Plan	Nagle Hartray...	8/13/2009	For Information	DD
A1.4A	Third Floor-Partial Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A1.4B	Third Floor-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A1.5	Roof Plans	Nagle Hartray...	8/13/2009	For Information	DD
A1.5A	Roof Plan-Partial Landscape Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A1.5A1	Roof Plan-Partial Drainage Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A1.5B	Roof Plan-Partial Landscape Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A1.5B1	Roof Plan-Partial Drainage Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A1.5C	Roof Plan-Partial Floor Plans	Nagle Hartray...	8/13/2009	For Information	DD
A2.0	Ceiling Finish Schedule and Typical Ceiling Details	Nagle Hartray...	8/13/2009	For Information	DD
A2.1A	Lower Level-Partial Reflected Ceiling Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A2.1B	Lower Level-Partial Reflected Ceiling Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A2.2A	First Floor-Partial Reflected Ceiling Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A2.2B	First Floor-Partial Reflected Ceiling Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A2.3A	Second Floor-Partial Reflected Ceiling Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A2.3B	Second Floor-Partial Reflected Ceiling Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A2.4A	Third Floor-Partial Reflected Ceiling Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A2.4B	Third Floor-Partial Reflected Ceiling Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A2.5	Roof-Reflected Ceiling Plan	Nagle Hartray...	8/13/2009	For Information	DD
A3.1	Building Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A3.2	Building Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A3.3	Building Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A3.4	Building Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A4.1	Building Sections	Nagle Hartray...	8/13/2009	For Information	DD
A4.2	Building Sections	Nagle Hartray...	8/13/2009	For Information	DD
A4.3	Building Sections	Nagle Hartray...	8/13/2009	For Information	DD
A4.4	Building Sections	Nagle Hartray...	8/13/2009	For Information	DD
A5.1	Wall Sections	Nagle Hartray...	8/13/2009	For Information	DD
A5.2	Wall Sections	Nagle Hartray...	8/13/2009	For Information	DD
A5.3	Wall Sections	Nagle Hartray...	8/13/2009	For Information	DD
A5.4	Wall Sections	Nagle Hartray...	8/13/2009	For Information	DD
A6.1	Enlarged Details	Nagle Hartray...	8/13/2009	For Information	DD
A6.2	Enlarged Details	Nagle Hartray...	8/13/2009	For Information	DD
A6.3	Typical Curtain Wall Details	Nagle Hartray...	8/13/2009	For Information	DD
A6.4	Enlarged Details	Nagle Hartray...	8/13/2009	For Information	DD

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Number	Title	Design Company	Revision Date	Status	Category ID
A6.5	Enlarged Details	Nagle Hartray...	8/13/2009	For Information	DD
A6.6	Enlarged Details	Nagle Hartray...	8/13/2009	For Information	DD
A7.1.1	Enlarged Stair Plans	Nagle Hartray...	8/13/2009	For Information	DD
A7.1.2	Enlarged Stair Plans	Nagle Hartray...	8/13/2009	For Information	DD
A7.2.1	Enlarged Stair Plans and Details	Nagle Hartray...	8/13/2009	For Information	DD
A7.3.1	Enlarged Stair Sections and Details	Nagle Hartray...	8/13/2009	For Information	DD
A7.3.2	Enlarged Stair Sections and Details	Nagle Hartray...	8/13/2009	For Information	DD
A7.4.1	Elevator Section and Details	Nagle Hartray...	8/13/2009	For Information	DD
A8.1.1	Multi-Purpose Room Enlarged Plan and Elevs	Nagle Hartray...	8/13/2009	For Information	DD
A8.2.1	Typical Classroom Enlarged Plan and Elevs	Nagle Hartray...	8/13/2009	For Information	DD
A8.3.1	K and Pre-K Classrooms Enlarged Plan and Elevs	Nagle Hartray...	8/13/2009	For Information	DD
A8.3.2	K and Pre-K Classrooms Enlarged Plan and Elevs	Nagle Hartray...	8/13/2009	For Information	DD
A8.4.1	Enlarged Administration Plans	Nagle Hartray...	8/13/2009	For Information	DD
A8.5.1	Science Lab Enlarged Plan and Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.5.2	Computer Lab Enlarged Plan and Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.6.1	Art Room Enlarged Plan and Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.6.2	Music Room Enlarged Plan and Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.7.1	Library Enlarged Plan	Nagle Hartray...	8/13/2009	For Information	DD
A8.7.2	Library Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.8.1	Dining Room and Kitchen Enlarged Plan	Nagle Hartray...	8/13/2009	For Information	DD
A8.8.2	Dining Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.9.1	Gymnasium Enlarged Plan	Nagle Hartray...	8/13/2009	For Information	DD
A8.9.2	Gymnasium Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.9.3	Gymnasium Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.9.4	Stage Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.10.1	Loading Dock Enlarged Plan	Nagle Hartray...	8/13/2009	For Information	DD
A8.11.1	First Floor Corridor-North Elevation	Nagle Hartray...	8/13/2009	For Information	DD
A8.11.2	First Floor Corridor -South Elevation	Nagle Hartray...	8/13/2009	For Information	DD
A8.11.3	Second Floor Corridor North Elevation	Nagle Hartray...	8/13/2009	For Information	DD
A8.11.4	Second Floor Corridor South Elevation	Nagle Hartray...	8/13/2009	For Information	DD
A8.12.1	Toilet Room Enlarged Plan and Elevations	Nagle Hartray...	8/13/2009	For Information	DD
A8.12.2	Toilet Room Enlarged Plans and Elevation	Nagle Hartray...	8/13/2009	For Information	DD
A9.1	Partition Types	Nagle Hartray...	8/13/2009	For Information	DD
A9.2	Typical Partition Details	Nagle Hartray...	8/13/2009	For Information	DD
A9.3	Typical Firestopping Details	Nagle Hartray...	8/13/2009	For Information	DD
A9.4	Typical Firestopping Details	Nagle Hartray...	8/13/2009	For Information	DD
A10.1	Interior Details	Nagle Hartray...	8/13/2009	For Information	DD
A10.2	Interior Details	Nagle Hartray...	8/13/2009	For Information	DD
A10.3	Interior Details	Nagle Hartray...	8/13/2009	For Information	DD
A12.0	Door Schedule	Nagle Hartray...	8/13/2009	For Information	DD
A12.1	Door Schedule	Nagle Hartray...	8/13/2009	For Information	DD
A12.2	Window Schedule	Nagle Hartray...	8/13/2009	For Information	DD
A12.3	Window Schedule	Nagle Hartray...	8/13/2009	For Information	DD
A13.0	Finish Schedule and Details	Nagle Hartray...	8/13/2009	For Information	DD
A13.1A	Lower Level-Partial Finish Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A13.1B	Lower Level-Partial Finish Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A13.2A	First Floor-Partial Finish Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A13.2B	First Floor-Partial Finish Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A13.3.A	Second Floor-Partial Finish Plan A	Nagle Hartray...	8/13/2009	For Information	DD
G0.2	Drawing Index	Nagle Hartray...	8/13/2009	For Information	DD
A13.3B	Second Floor-Partial Finish Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A13.4A	Third Floor-Partial Finish Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A13.4B	Third Floor-Partial Finish Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A14.1	Garage Signage Schedule and Mounting Details	Nagle Hartray...	8/13/2009	For Information	DD
A14.2	Garage Signage Plan and Striping Details	Nagle Hartray...	8/13/2009	For Information	DD
A15.0	Signage Schedule	Nagle Hartray...	8/13/2009	For Information	DD
A15.1	Equipment Schedule	Nagle Hartray...	8/13/2009	For Information	DD
A15.2B	First Floor-Partial Furniture Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A15.3A	Second Floor-Partial Furniture Plan A	Nagle Hartray...	8/13/2009	For Information	DD

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Number	Title	Design Company	Revision Date	Status	Category ID
A15.3B	Second Floor-Partial Furniture Plan B	Nagle Hartray...	8/13/2009	For Information	DD
A15.4A	Third Floor-Partial Furniture Plan A	Nagle Hartray...	8/13/2009	For Information	DD
A15.4B	Third Floor-Partial Furniture Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S0.1	General Structural Notes	Nagle Hartray...	8/13/2009	For Information	DD
S0.2	General Structural Notes	Nagle Hartray...	8/13/2009	For Information	DD
S0.3	Load Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
S1.0	Caisson Plan	Nagle Hartray...	8/13/2009	For Information	DD
S1.0A	Caisson Partial Plan A	Nagle Hartray...	8/13/2009	For Information	DD
S1.0B	Caisson Partial Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S1.1	Basement/Foundation Plan	Nagle Hartray...	8/13/2009	For Information	DD
S1.1A	Basement/Foundation-Partial Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
S1.1B	Basement/Foundation-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S1.2	First Floor Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
S1.2A	First Floor Framing-Partital Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
S1.2B	First Floor Framing-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S1.3	Second Floor Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
S1.3A	Second Floor Framing Plan-Partial Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
S1.3B	Second Floor Framing-Partial Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S1.4	Third Floor Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
S1.4A	Third Floor Framing-Partital Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
S1.4B	Third Floor Framing-Partital Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S1.5	Roof Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
S1.5A	Roof Framing-Partital Floor Plan A	Nagle Hartray...	8/13/2009	For Information	DD
S1.5B	Roof Framing-Partital Floor Plan B	Nagle Hartray...	8/13/2009	For Information	DD
S1.6	Miscellaneous Framing Plans	Nagle Hartray...	8/13/2009	For Information	DD
S2.1	Caisson Details and Schedules	Nagle Hartray...	8/13/2009	For Information	DD
S2.2	Grade Beam Details and Schedules	Nagle Hartray...	8/13/2009	For Information	DD
S2.3	Foundation Details	Nagle Hartray...	8/13/2009	For Information	DD
S2.4	Foundation Details	Nagle Hartray...	8/13/2009	For Information	DD
S2.5	Foundation Details	Nagle Hartray...	8/13/2009	For Information	DD
S3.1	Concrete Slab Sections and Details	Nagle Hartray...	8/13/2009	For Information	DD
S4.1	Framing Sections and Details	Nagle Hartray...	8/13/2009	For Information	DD
S4.2	Framing Sections and Details	Nagle Hartray...	8/13/2009	For Information	DD
S4.3	Framing Sections and Details	Nagle Hartray...	8/13/2009	For Information	DD
S5.1	Sections, Details and Bracing Elevations	Nagle Hartray...	8/13/2009	For Information	DD
S6.1	Masonry Details and Schedules	Nagle Hartray...	8/13/2009	For Information	DD
M0.0	Mechanical Symbols and Abbreviations	Nagle Hartray...	8/13/2009	For Information	DD
M1.0A	Parking Level Mechanical Plan A	Nagle Hartray...	8/13/2009	For Information	DD
M1.0B	Parking Level Mechanical Plan B	Nagle Hartray...	8/13/2009	For Information	DD
M1.0C	Parking Level Mechanical Plan A	Nagle Hartray...	8/13/2009	For Information	DD
M1.0D	Parking Level Mechanical Plan D	Nagle Hartray...	8/13/2009	For Information	DD
M1.1A	First Floor Mechanical Plan A	Nagle Hartray...	8/13/2009	For Information	DD
M1.1B	First Floor Mechanical Plan B	Nagle Hartray...	8/13/2009	For Information	DD
M1.1C	First Floor Mechanical Plan C	Nagle Hartray...	8/13/2009	For Information	DD
M1.1D	First Floor Mechanical Plan D	Nagle Hartray...	8/13/2009	For Information	DD
M1.2A	Second Floor Mechanical Plan A	Nagle Hartray...	8/13/2009	For Information	DD
M1.2B	Second Floor Mechanical Plan B	Nagle Hartray...	8/13/2009	For Information	DD
M1.2C	Second Floor Mechanical Plan C	Nagle Hartray...	8/13/2009	For Information	DD
M1.2D	Second Floor Mechanical Plan D	Nagle Hartray...	8/13/2009	For Information	DD
M1.3A	Third Floor Mechanical Plan A	Nagle Hartray...	8/13/2009	For Information	DD
M1.3B	Third Floor Mechanical Plan B	Nagle Hartray...	8/13/2009	For Information	DD
M1.3C	Third Floor Mechanical Plan C	Nagle Hartray...	8/13/2009	For Information	DD
M1.3D	Third Floor Mechanical Plan D	Nagle Hartray...	8/13/2009	For Information	DD
M1.4A	Roof Mechanical Plan A	Nagle Hartray...	8/13/2009	For Information	DD
M1.4B	Roof Mechanical Plan B	Nagle Hartray...	8/13/2009	For Information	DD
M2.0	Second Floor Mechanical Enlarged Plan	Nagle Hartray...	8/13/2009	For Information	DD
M2.1	Third Floor Mechanical Enlarged Plan	Nagle Hartray...	8/13/2009	For Information	DD
M3.0	Mechanical Air Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
M3.1	Mechanical Chilled Water Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD

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Number	Title	Design Company	Revision Date	Status	Category ID
M3.2	Mechanical Hot Water Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
M4.0	Mechanical Details	Nagle Hartray...	8/13/2009	For Information	DD
M5.0	Mechanical Controls Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
M5.1	Mechanical Controls Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
M5.2	Mechanical Controls Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
M5.3	Mechanical Controls Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
M5.4	Mechanical Controls Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
M5.5	Mechanical Controls Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
M6.0	Mechanical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
M6.1	Mechanical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
M6.2	Mechanical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E0.0A	Electrical Symbols and Abbreviations	Nagle Hartray...	8/13/2009	For Information	DD
E0.0B	Electrical Symbols and Abbreviations	Nagle Hartray...	8/13/2009	For Information	DD
E0.1	Electrical Site Plan	Nagle Hartray...	8/13/2009	For Information	DD
E1.0A	Parking Level Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E1.0B	Parking Level Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E1.1A	First Floor Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E1.1B	First Floor Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E1.2A	Second Floor Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E1.2B	Second Floor Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E1.3A	Third Floor Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E1.3B	Third Floor Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E1.4A	Roof Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E1.4B	Roof Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E2.0A	Parking Level Power Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E2.0B	Parking Level Power Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E2.1A	First Floor Power Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E2.1B	First Floor Power Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E2.2A	Second Floor Power Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E2.2B	Second Floor Power Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E2.3A	Third Floor Power Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E2.3B	Third Floor Power Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E2.4A	Roof Power and Equipment Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E2.4B	Roof Power and Equipment Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E2.5	Enlarged Electrical Plans	Nagle Hartray...	8/13/2009	For Information	DD
E3.0	Electrical Load Calc. Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.1	Mechanical Equipment Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.2	Lighting Fixture Schedule	Nagle Hartray...	8/13/2009	For Information	DD
E3.3	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.4	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.5	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.6	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.7	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.8	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.9	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.10	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.11	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E3.12	Electrical Schedules	Nagle Hartray...	8/13/2009	For Information	DD
E4.0	Electrical One-Line Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E4.1	Electrical One-Line Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E4.2	Lighting Controls Wiring Diagrams	Nagle Hartray...	8/13/2009	For Information	DD
E4.3	Grounding System Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E4.4	Fire Alarm System Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E4.5	Rescue Assistance System Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E4.6	Intercom System Schematic Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E4.7	Intrusion Detection System Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E5.1	MDF Power and System Details	Nagle Hartray...	8/13/2009	For Information	DD
E5.2	MDF Power and System Details	Nagle Hartray...	8/13/2009	For Information	DD
E5.3	MDF Power and System Details	Nagle Hartray...	8/13/2009	For Information	DD

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Number	Title	Design Company	Revision Date	Status	Category ID
E5.4	MDF Power and System Details	Nagle Hartray...	8/13/2009	For Information	DD
E5.5	MDF Power and Systems Plan	Nagle Hartray...	8/13/2009	For Information	DD
E5.6	MDF Power and Systems Details	Nagle Hartray...	8/13/2009	For Information	DD
E5.7	MDF Power and Systems Details	Nagle Hartray...	8/13/2009	For Information	DD
E5.8	MDF Power and Systems Details	Nagle Hartray...	8/13/2009	For Information	DD
E5.9	MDF Power and Systems Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.1	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.2	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.3	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.4	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.5	Intrusion Detection System Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
E6.6	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.7	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.8	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E6.9	Electrical Details	Nagle Hartray...	8/13/2009	For Information	DD
E7.0A	Parking Level General Lighting Illuminance Level-Plan A	Nagle Hartray...	8/13/2009	For Information	DD
E7.0B	Parking Level General Lighting Illuminance Level-Plan B	Nagle Hartray...	8/13/2009	For Information	DD
E7.1A	1st Level General Lighting Illuminance Levels	Nagle Hartray...	8/13/2009	For Information	DD
E7.2A	2nd Level General Lighting Illuminance Levels	Nagle Hartray...	8/13/2009	For Information	DD
E7.3A	3rd Floor Level General Lighting Illuminance Levels	Nagle Hartray...	8/13/2009	For Information	DD
E7.5	Site General Lighting Illuminance Levels	Nagle Hartray...	8/13/2009	For Information	DD
LS.0A	Parking Level Life Safety Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
LS.0B	Parking Level Life Safety Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
LS.1A	First Floor Life Safety Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
LS.1B	First Floor Life Safety Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
LS.2A	Second Floor Life Safety Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
LS.2B	Second Floor Life Safety Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
LS.3A	Third Floor Life Safety Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
LS.3B	Third Floor Life Safety Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
LS.4A	Roof Life Safety Lighting Plan A	Nagle Hartray...	8/13/2009	For Information	DD
LS.4B	Roof Life Safety Lighting Plan B	Nagle Hartray...	8/13/2009	For Information	DD
LS.5	Life Safety System One-Line Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
P0.0	Plumbing Symbols and Abbreviations	Nagle Hartray...	8/13/2009	For Information	DD
P0.1	Plumbing Site Plan	Nagle Hartray...	8/13/2009	For Information	DD
P0.2A	Underground Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P0.2B	Underground Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P1.0A	Parking Level Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P1.0B	Parking Level Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P1.1A	First Floor Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P1.1B	First Floor Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P1.2A	Second Floor Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P1.2B	Second Floor Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P1.3A	Third Floor Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P1.3B	Third Floor Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P1.4A	Roof Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P1.4B	Roof Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P1.5A	Upper Roof Plumbing Plan A	Nagle Hartray...	8/13/2009	For Information	DD
P1.5B	Upper Roof Plumbing Plan B	Nagle Hartray...	8/13/2009	For Information	DD
P2.0	Plumbing Schedules	Nagle Hartray...	8/13/2009	For Information	DD
P3.0	Plumbing Details	Nagle Hartray...	8/13/2009	For Information	DD
P3.1	Plumbing Details	Nagle Hartray...	8/13/2009	For Information	DD
P4.0	Plumbing Domestic Water Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
P4.1	Plumbing Gas Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
P5.0	Lower Level Plumbing Enlarges Plan	Nagle Hartray...	8/13/2009	For Information	DD
FP0.0	Fire Protection Symbols and Abbreviations	Nagle Hartray...	8/13/2009	For Information	DD
FP1.0A	Parking Level Fire Protection Plan A	Nagle Hartray...	8/13/2009	For Information	DD
FP1.0B	Parking Level Fire Protection Plan B	Nagle Hartray...	8/13/2009	For Information	DD

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Number	Title	Design Company	Revision Date	Status	Category ID
FP1.1A	First Floor Protection Plan A	Nagle Hartray...	8/13/2009	For Information	DD
FP1.1B	First Floor Fire Protection Plan B	Nagle Hartray...	8/13/2009	For Information	DD
FP1.2A	Second Floor Fire Protection Plan A	Nagle Hartray...	8/13/2009	For Information	DD
FP1.2B	Second Floor Fire Protection Plan B	Nagle Hartray...	8/13/2009	For Information	DD
FP1.3A	Third Floor Fire Protection Plan A	Nagle Hartray...	8/13/2009	For Information	DD
FP1.3B	Third Floor Fire Protection Plan B	Nagle Hartray...	8/13/2009	For Information	DD
FP1.4A	Roof Fire Protection Plan A	Nagle Hartray...	8/13/2009	For Information	DD
FP1.4B	Roof Fire Protection Plan B	Nagle Hartray...	8/13/2009	For Information	DD
FP2.0	Fire Protection Schedules	Nagle Hartray...	8/13/2009	For Information	DD
FP3.0	Fire Protection Details	Nagle Hartray...	8/13/2009	For Information	DD
FP4.0	Fire Protection Riser Diagram	Nagle Hartray...	8/13/2009	For Information	DD
FS1.0	Equipment Plan	Nagle Hartray...	8/13/2009	For Information	DD
FS1.1	Plumbing Plan	Nagle Hartray...	8/13/2009	For Information	DD
FS1.2	Electrical Plan	Nagle Hartray...	8/13/2009	For Information	DD
FS1.3	Special Conditions Plan	Nagle Hartray...	8/13/2009	For Information	DD
FS1.4	Detail Sheet	Nagle Hartray...	8/13/2009	For Information	DD
TH1.1	Theatre Lighting Plans and Sections	Nagle Hartray...	8/13/2009	For Information	DD
TH2.1	Theatre Lighting Control Riser Diagram & Schedules	Nagle Hartray...	8/13/2009	For Information	DD
TH3.1	Theatre Lighting Details	Nagle Hartray...	8/13/2009	For Information	DD
TH4.1	Theatre Rigging Plan & Section	Nagle Hartray...	8/13/2009	For Information	DD
G0.1	Title Sheet & Location Maps	Nagle Hartray...	8/13/2009	For Information	DD
G0.2	Survey	Nagle Hartray...	8/13/2009	For Information	DD
SP1.0	Existing Conditions Plan	Nagle Hartray...	8/13/2009	For Information	DD
SP2.0	Site Preparation Demolition Plan	Nagle Hartray...	8/13/2009	For Information	DD
SP3.0	Sediment and Erosion Control Plan	Nagle Hartray...	8/13/2009	For Information	DD
AD1.0	Site Demolition and Salvage Plan	Nagle Hartray...	8/13/2009	For Information	DD
AD1.1	Foundation Level Demolition and Salvage Plan	Nagle Hartray...	8/13/2009	For Information	DD
AD1.2	First Floor Demolition and Salvage Plan	Nagle Hartray...	8/13/2009	For Information	DD
AD2.1	Demolition and Salvage Elevations	Nagle Hartray...	8/13/2009	For Information	DD
AS1.0	Architectural Site Plan	Nagle Hartray...	8/13/2009	For Information	DD
A1.1	Lower Level Plan	Nagle Hartray...	8/13/2009	For Information	DD
1	Elevations	Nagle Hartray...	8/13/2009	For Information	DD
2	Elevations & Sections	Nagle Hartray...	8/13/2009	For Information	DD
3	Foundation Plan	Nagle Hartray...	8/13/2009	For Information	DD
4	Foundation - Sections	Nagle Hartray...	8/13/2009	For Information	DD
5	Basement Plan	Nagle Hartray...	8/13/2009	For Information	DD
6	First Floor Plan	Nagle Hartray...	8/13/2009	For Information	DD
7	Second Floor Plan	Nagle Hartray...	8/13/2009	For Information	DD
8	Third Floor Plan	Nagle Hartray...	8/13/2009	For Information	DD
9	Attic Plan	Nagle Hartray...	8/13/2009	For Information	DD
10	Roof Plan	Nagle Hartray...	8/13/2009	For Information	DD
11	Interior Details	Nagle Hartray...	8/13/2009	For Information	DD
12	Interior Details	Nagle Hartray...	8/13/2009	For Information	DD
13	Stair Details	Nagle Hartray...	8/13/2009	For Information	DD
14	Exterior Details	Nagle Hartray...	8/13/2009	For Information	DD
15	Exterior Details	Nagle Hartray...	8/13/2009	For Information	DD
16	Exterior Details	Nagle Hartray...	8/13/2009	For Information	DD
17	Lecture Hall Details	Nagle Hartray...	8/13/2009	For Information	DD
18	First Floor Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
19	Second Floor Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
20	Third Floor Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
21	Roof Framing Plan	Nagle Hartray...	8/13/2009	For Information	DD
22	Concrete & Misc. Details	Nagle Hartray...	8/13/2009	For Information	DD
23	New Acoustic Ceiling and Wall Treatment in Lunch Rooms	Nagle Hartray...	8/13/2009	For Information	DD


**Specifications**

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Number	Title	Design Company	Revision Date	Status	Category ID
	02464 Caissons	Nagle Hartray...	08.13.09	For Bid	Building and Site Development Phase
	01001 LEED Consultant (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	01014 Erosion and Sedimentation Control	Nagle Hartray...	08.13.09	For Bid	DD
	01030 Construction Operations and Site Utilization Plan	Nagle Hartray...	08.13.09	For Bid	DD
	01100 Summary of Work	Nagle Hartray...	08.13.09	For Bid	DD
	01101 Commissioning Requirements (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	01210 Allowances	Nagle Hartray...	08.13.09	For Bid	DD
	01230 Alternates	Nagle Hartray...	08.13.09	For Bid	DD
	01330 Submittal Procedures (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	01352 LEED Requirements (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	01400 Quality Requirements	Nagle Hartray...	08.13.09	For Bid	DD
	01420 References	Nagle Hartray...	08.13.09	For Bid	DD
	01500 Temporary Facilities and Controls	Nagle Hartray...	08.13.09	For Bid	DD
	01524 Construction Waste Management (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	01600 Product Requirements	Nagle Hartray...	08.13.09	For Bid	DD
	01631 Substitutions	Nagle Hartray...	08.13.09	For Bid	DD
	01700 Execution Requirements	Nagle Hartray...	08.13.09	For Bid	DD
	01731 Cutting and Patching	Nagle Hartray...	08.13.09	For Bid	DD
	01732 Selective Demolition	Nagle Hartray...	08.13.09	For Bid	DD
	01770 Closeout Procedures	Nagle Hartray...	08.13.09	For Bid	DD
	01781 Project Record Documents (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	01782 Operation and Maintenance Data	Nagle Hartray...	08.13.09	For Bid	DD
	01820 Demonstration and Training (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	02050 Demolition	Nagle Hartray...	08.13.09	For Bid	DD
	02222 Excavating, Backfilling, and Compacting for Utilities	Nagle Hartray...	08.13.09	For Bid	DD
	02231 Landscape Protection, Tree Pruning, and Removals	Nagle Hartray...	08.13.09	For Bid	DD
	02300 Earthwork	Nagle Hartray...	08.13.09	For Bid	DD
	02316 Soil, Fill, Backfill, CU Structural Soil & Construction & Demolition Debris Removal	Nagle Hartray...	08.13.09	For Bid	DD
	02317 Special, Nonhazardous Special and Hazardous Waste Soil Removal and Disposal	Nagle Hartray...	08.13.09	For Bid	DD
	02318 Acceptance of Backfill, Top Soil, and CU Structural Soil	Nagle Hartray...	08.13.09	For Bid	DD
	02464 Caissons (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	02513 Portland Cement Concrete Paving	Nagle Hartray...	08.13.09	For Bid	DD
	02700 Sewerage and Drainage	Nagle Hartray...	08.13.09	For Bid	DD
	02707 Water Service	Nagle Hartray...	08.13.09	For Bid	DD
	02730 Permeable Interlocking Concrete Pavers (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	02792 Playground Surface Systems	Nagle Hartray...	08.13.09	For Bid	DD
	02810 Irrigation System	Nagle Hartray...	08.13.09	For Bid	DD
	02822 Ornamental Fence	Nagle Hartray...	08.13.09	For Bid	DD
	02833 Stainless-Steel Fencing System and Playground Enclosure (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	02870 Site Furnishings (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	02900 Landscaping	Nagle Hartray...	08.13.09	For Bid	DD
	02901 CU Structural Soil	Nagle Hartray...	08.13.09	For Bid	DD
	03300 Cast-in-place Concrete	Nagle Hartray...	08.13.09	For Bid	DD
	03331 Cast-in-Place Architectural Concrete (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	03410 Plant-Precast Structural Concrete (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	04200 Unit Masonry (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	04903 Ornamental Stone Restoration and Cleaning (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	05120 Structural Steel	Nagle Hartray...	08.13.09	For Bid	DD

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
Number	Title	Design Company	Revision Date	Status	Category ID
	05311 Steel Roof Deck	Nagle Hartray...	08.13.09	For Bid	DD
	05312 Steel Floor Deck	Nagle Hartray...	08.13.09	For Bid	DD
	05400 Cold-Formed Metal Framing	Nagle Hartray...	08.13.09	For Bid	DD
	05500 Metal Fabrications	Nagle Hartray...	08.13.09	For Bid	DD
	05911 Historic Treatment of Ornamental Metal Fencing (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	06101 Carpentry	Nagle Hartray...	08.13.09	For Bid	DD
	06110 Gypsum Sheathing	Nagle Hartray...	08.13.09	For Bid	DD
	06400 Architectural Woodwork	Nagle Hartray...	08.13.09	For Bid	DD
	06401 Modular Casework (LEED)	Nagle Hartray...	08.13.09	For Bid	DD
	06510 Plastic Lumber (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07115 Bituminous Damproofing	Nagle Hartray...	08.13.09	For Bid	DD
	07131 Self-Adhering Sheet Waterproofing (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07141 Cold Fluid-Applied Waterproofing (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07190 Water Repellents (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07195 Fluid-Applied Membrane Air Barrier (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07210 Building Insulation	Nagle Hartray...	08.13.09	For Bid	DD
	07215 Sprayed-On Thermal Insulation	Nagle Hartray...	08.13.09	For Bid	DD
	07216 Sprayed-On Acoustical Insulation (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07261 Below-Grade Sheet Vapor Retarder (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07561 Fluid-Applied Protected Membrane Roofing (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07562 Vegetated Roofing (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07570 Traffic Coatings	Nagle Hartray...	08.13.09	For Bid	DD
	07620 Flashing and Sheet Metal	Nagle Hartray...	08.13.09	For Bid	DD
	07700 Roof Accessories	Nagle Hartray...	08.13.09	For Bid	DD
	07811 Sprayed Fire-Resistive Materials	Nagle Hartray...	08.13.09	For Bid	DD
	07841 Through-Penetration Firestop Systems	Nagle Hartray...	08.13.09	For Bid	DD
	07842 Fire-Resistive Joint Systems (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07843 Perimeter Fire Containment Systems (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	07900 Joint Sealants	Nagle Hartray...	08.13.09	For Bid	DD
	08110 Steel Doors and Frames	Nagle Hartray...	08.13.09	For Bid	DD
	08211 Interior Flush Wood Doors	Nagle Hartray...	08.13.09	For Bid	DD
	08312 Access Doors and Frames	Nagle Hartray...	08.13.09	For Bid	DD
	08332 Overhead Coiling Fire Doors	Nagle Hartray...	08.13.09	For Bid	DD
	08333 Overhead Coiling Service Doors	Nagle Hartray...	08.13.09	For Bid	DD
	08360 Sectional Overhead Doors	Nagle Hartray...	08.13.09	For Bid	DD
	08411 Aluminum Entrances and Framing	Nagle Hartray...	08.13.09	For Bid	DD
	08520 Aluminum Windows (New)	Nagle Hartray...	08.13.09	For Bid	DD
	08660 Interior Wire Mesh Window Guards	Nagle Hartray...	08.13.09	For Bid	DD
	08710 Door Hardware	Nagle Hartray...	08.13.09	For Bid	DD
	08716 Automatic Door Operators	Nagle Hartray...	08.13.09	For Bid	DD
	08800 Glazing (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	08910 Aluminum Window Walls	Nagle Hartray...	08.13.09	For Bid	DD
	08913 Glazed Steel Curtain Walls (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09220 Cement Plaster	Nagle Hartray...	08.13.09	For Bid	DD
	09260 Gypsum Board Systems	Nagle Hartray...	08.13.09	For Bid	DD
	09270 Drywall Shaft Systems	Nagle Hartray...	08.13.09	For Bid	DD
	09300 Tile	Nagle Hartray...	08.13.09	For Bid	DD
	09410 Terrazzo	Nagle Hartray...	08.13.09	For Bid	DD
	09510 Acoustical Ceilings	Nagle Hartray...	08.13.09	For Bid	DD
	09545 Luminous Ceilings (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09546 Wood Panel Ceilings (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09570 Linear Wood Ceilings (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09618 Sound Control Underlayment (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09644 Wood Gymnasium Floor	Nagle Hartray...	08.13.09	For Bid	DD
	09648 Wood Stage Floor	Nagle Hartray...	08.13.09	For Bid	DD
	09650 Resilient Tile Flooring	Nagle Hartray...	08.13.09	For Bid	DD

INITIALED FOR:	
JW	
SUBCTR	TURNER

**OGDEN SCHOOL REPLACEMENT DRAWING LIST  
SEPTEMBER 18, 2009**

**TURNER CONSTRUCTION COMPANY**

Number	Title	Design Company	Revision Date	Status	Category ID
	09678 Resilient Wall Base	Nagle Hartray...	08.13.09	For Bid	DD
	09680 Carpeting	Nagle Hartray...	08.13.09	For Bid	DD
	09681 Carpet Tile (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09700 Epoxy Flooring	Nagle Hartray...	08.13.09	For Bid	DD
	09841 Acoustical Wall Panels	Nagle Hartray...	08.13.09	For Bid	DD
	09910 LEED Finish Painting (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	09914 Pavement Marking (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	10101 Visual Display Units	Nagle Hartray...	08.13.09	For Bid	DD
	10155 Toilet Compartments	Nagle Hartray...	08.13.09	For Bid	DD
	10200 Louvers	Nagle Hartray...	08.13.09	For Bid	DD
	10350 Flagpoles	Nagle Hartray...	08.13.09	For Bid	DD
	10401 Parking Signage (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	10425 Metal Letters	Nagle Hartray...	08.13.09	For Bid	DD
	10431 Exterior Signs	Nagle Hartray...	08.13.09	For Bid	DD
	10433 Interior Signage	Nagle Hartray...	08.13.09	For Bid	DD
	10434 Exterior Emergency Signs	Nagle Hartray...	08.13.09	For Bid	DD
	10500 Metal Lockers (Elementary School)	Nagle Hartray...	08.13.09	For Bid	DD
	10522 Fire Extinguisher Cabinets and Accessories	Nagle Hartray...	08.13.09	For Bid	DD
	10651 Operable Panel Partitions	Nagle Hartray...	08.13.09	For Bid	DD
	10801 Toilet Accessories	Nagle Hartray...	08.13.09	For Bid	DD
	11010 Maintenance Equipment Supports (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	11062 Stage Rigging (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	11132 Projection Screens	Nagle Hartray...	08.13.09	For Bid	DD
	11150 Parking Access and Revenue Control System (PARCS) (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	11161 Recessed Dock Levelers	Nagle Hartray...	08.13.09	For Bid	DD
	11172 Waste Compactors	Nagle Hartray...	08.13.09	For Bid	DD
	11400 Food Service Equipment (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	11491 Gymnasium Equipment	Nagle Hartray...	08.13.09	For Bid	DD
	12500 Window Treatment Shades	Nagle Hartray...	08.13.09	For Bid	DD
	12503 Motorized Shades	Nagle Hartray...	08.13.09	For Bid	DD
	12660 Telescoping Stands	Nagle Hartray...	08.13.09	For Bid	DD
	12680 Entrance Floor Mats	Nagle Hartray...	08.13.09	For Bid	DD
	14210 Electric Traction Elevators	Nagle Hartray...	08.13.09	For Bid	DD
	14240 Hydraulic Elevators	Nagle Hartray...	08.13.09	For Bid	DD
	14420 Wheel Chair Lifts	Nagle Hartray...	08.13.09	For Bid	DD
	15010 General Provisions For Mechanical Work	Nagle Hartray...	08.13.09	For Bid	DD
	15020 Shop Drawings, Product Data and Samples	Nagle Hartray...	08.13.09	For Bid	DD
	15050 Basic Mechanical Materials and Methods	Nagle Hartray...	08.13.09	For Bid	DD
	15051 Miscellaneous Equipment and Work	Nagle Hartray...	08.13.09	For Bid	DD
	15055 Motors	Nagle Hartray...	08.13.09	For Bid	DD
	15060 Hangers and Supports	Nagle Hartray...	08.13.09	For Bid	DD
	15074 Vibration Controls For HVAC Piping and Equipment	Nagle Hartray...	08.13.09	For Bid	DD
	15076 Identification For Plumbing Piping and Equipment	Nagle Hartray...	08.13.09	For Bid	DD
	15077 Identification For HVAC Piping and Equipment	Nagle Hartray...	08.13.09	For Bid	DD
	15082 Plumbing Insulation	Nagle Hartray...	08.13.09	For Bid	DD
	15083 HVAC Insulation	Nagle Hartray...	08.13.09	For Bid	DD
	15110 Valves	Nagle Hartray...	08.13.09	For Bid	DD
	15124 Expansion Fittings and Loops or HVAC Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15127 Meters and Gages For HVAC Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15140 Domestic Water Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15145 Domestic Water Piping Specialties	Nagle Hartray...	08.13.09	For Bid	DD
	15150 Sanitary Waste and Vent Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15155 Drainage Piping Specialties	Nagle Hartray...	08.13.09	For Bid	DD
	15160 Storm Drainage Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15181 Hydronic Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15183 Refrigerant Piping	Nagle Hartray...	08.13.09	For Bid	DD

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 SUBCTR      TURNER

**OGDEN SCHOOL REPLACEMENT DRAWING LIST  
SEPTEMBER 18, 2009**

**TURNER CONSTRUCTION COMPANY**

Number	Title	Design Company	Revision Date	Status	Category ID
	15185 Hydronic Pumps	Nagle Hartray...	08.13.09	For Bid	DD
	15189 Hvac Water Treatment	Nagle Hartray...	08.13.09	For Bid	DD
	15195 Natural-Gas Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15520 Feedwater Equipment	Nagle Hartray...	08.13.09	For Bid	DD
	15221 Chemical-Waste Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15305 Fire-Suppression Piping	Nagle Hartray...	08.13.09	For Bid	DD
	15320 Electric-Drive, Centrifugal Fire Pumps	Nagle Hartray...	08.13.09	For Bid	DD
	15441 Domestic Water Pumps	Nagle Hartray...	08.13.09	For Bid	DD
	15444 Packaged Booster Pumps	Nagle Hartray...	08.13.09	For Bid	DD
	15445 Sewage Pumps	Nagle Hartray...	08.13.09	For Bid	DD
	15486 Fuel-Fired Water Heaters	Nagle Hartray...	08.13.09	For Bid	DD
	15513 Condensing Boilers	Nagle Hartray...	08.13.09	For Bid	DD
	15550 Breechings, Chimneys, and Stacks	Nagle Hartray...	08.13.09	For Bid	DD
	15555 Draft Control Devices	Nagle Hartray...	08.13.09	For Bid	DD
	15626 Air-Cooled Rotary Screw Water Chillers 130 Tons and Greater	Nagle Hartray...	08.13.09	For Bid	DD
	15725 Modular Indoor Air-Handling Units	Nagle Hartray...	08.13.09	For Bid	DD
	15761 Air Coils	Nagle Hartray...	08.13.09	For Bid	DD
	15766 Propeller Unit Heaters	Nagle Hartray...	08.13.09	For Bid	DD
	15769 Radiant Heating Panels	Nagle Hartray...	08.13.09	For Bid	DD
	15815 Metal Ducts	Nagle Hartray...	08.13.09	For Bid	DD
	15820 Duct Accessories	Nagle Hartray...	08.13.09	For Bid	DD
	15837 Centrifugal Fans	Nagle Hartray...	08.13.09	For Bid	DD
	15840 Air Terminal Units	Nagle Hartray...	08.13.09	For Bid	DD
	15861 Air Filters	Nagle Hartray...	08.13.09	For Bid	DD
	15965 Variable Frequency Controllers (Drives)	Nagle Hartray...	08.13.09	For Bid	DD
	15990 Testing, Adjusting, and Balancing	Nagle Hartray...	08.13.09	For Bid	DD
	16010 Basic Electrical Requirements	Nagle Hartray...	08.13.09	For Bid	DD
	16050 Basic Electrical Materials and Methods	Nagle Hartray...	08.13.09	For Bid	DD
	16055 Overcurrent Protective Device Coordination and Arc Flash Study	Nagle Hartray...	08.13.09	For Bid	DD
	16060 Grounding and Bonding	Nagle Hartray...	08.13.09	For Bid	DD
	16075 Electrical Identification	Nagle Hartray...	08.13.09	For Bid	DD
	16120 Conductors and Cables	Nagle Hartray...	08.13.09	For Bid	DD
	16130 Raceways and Boxes	Nagle Hartray...	08.13.09	For Bid	DD
	16140 Wiring Devices	Nagle Hartray...	08.13.09	For Bid	DD
	16145 Lighting Control Devices	Nagle Hartray...	08.13.09	For Bid	DD
	16190 Hangers and Supports For Electrical Systems	Nagle Hartray...	08.13.09	For Bid	DD
	16264 Static Uninterruptible Power Supply	Nagle Hartray...	08.13.09	For Bid	DD
	16289 Transient Voltage Suppression	Nagle Hartray...	08.13.09	For Bid	DD
	16410 Enclosed Switches and Circuit Breakers	Nagle Hartray...	08.13.09	For Bid	DD
	16415 Transfer Switches	Nagle Hartray...	08.13.09	For Bid	DD
	16420 Enclosed Controllers	Nagle Hartray...	08.13.09	For Bid	DD
	16441 Switchboards	Nagle Hartray...	08.13.09	For Bid	DD
	16442 Panelboards	Nagle Hartray...	08.13.09	For Bid	DD
	16461 Low-Voltage Transformers	Nagle Hartray...	08.13.09	For Bid	DD
	16491 Fuses	Nagle Hartray...	08.13.09	For Bid	DD
	16511 Interior Lighting	Nagle Hartray...	08.13.09	For Bid	DD
	16521 Exterior Lighting	Nagle Hartray...	08.13.09	For Bid	DD
	16555 Stage Lighting (Deviation)	Nagle Hartray...	08.13.09	For Bid	DD
	16571 Central Dimming Controls	Nagle Hartray...	08.13.09	For Bid	DD
	16572 Modular Dimming Controls	Nagle Hartray...	08.13.09	For Bid	DD
	16621 Packaged Natural Gas Generator	Nagle Hartray...	08.13.09	For Bid	DD
	16720 Intrusion Detection System	Nagle Hartray...	08.13.09	For Bid	DD
	16721 Fire Alarm System	Nagle Hartray...	08.13.09	For Bid	DD
	16726 Public Address and Music Equipment	Nagle Hartray...	08.13.09	For Bid	DD
	16730 Clock Systems	Nagle Hartray...	08.13.09	For Bid	DD
	16750 Assistive Listening Device Systems	Nagle Hartray...	08.13.09	For Bid	DD
	16755 Emergency Call System	Nagle Hartray...	08.13.09	For Bid	DD

INITIALED FOR:		1	of 12
JW	SUBCTR	TURNER	

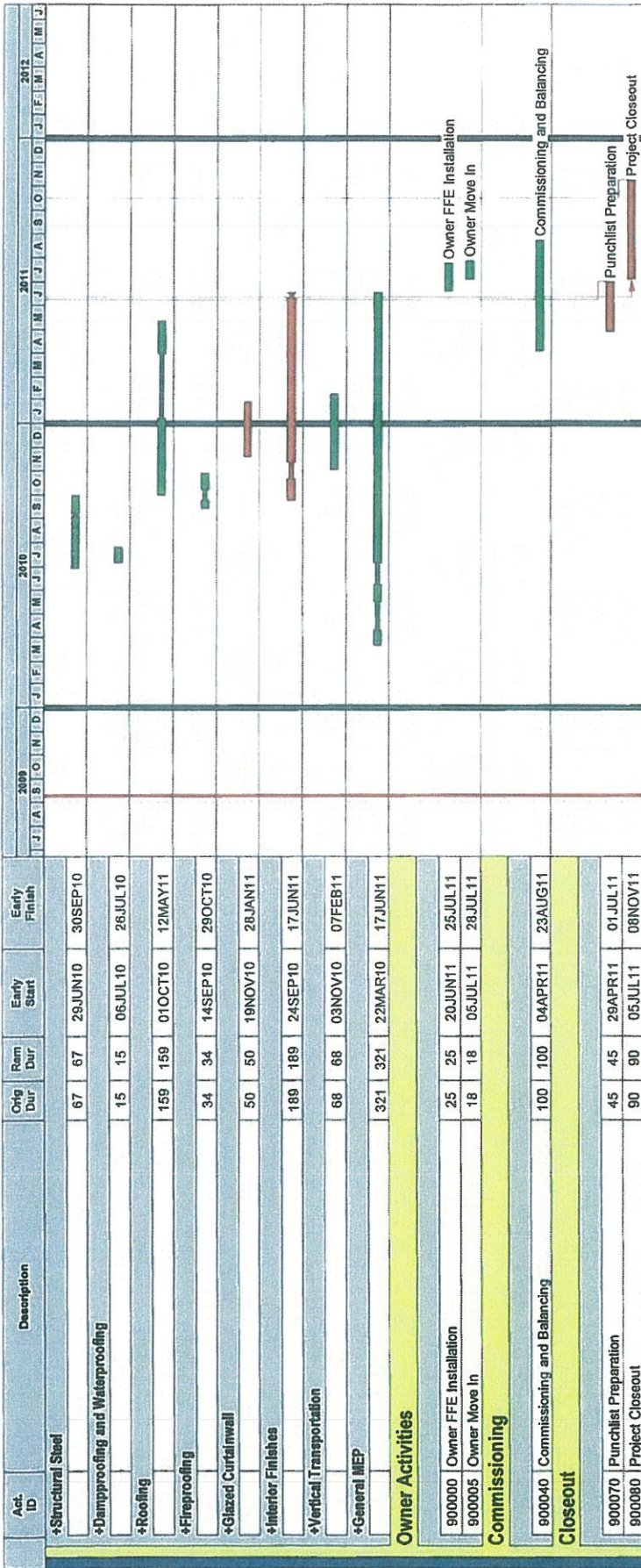
**OGDEN SCHOOL REPLACEMENT DRAWING LIST**  
**SEPTEMBER 18, 2009**

**TURNER CONSTRUCTION COMPANY**

<b>Number</b>	<b>Title</b>	<b>Design Company</b>	<b>Revision Date</b>	<b>Status</b>	<b>Category ID</b>
	16765 Rescue Assistance Systems	Nagle Hartray...	08.13.09	For Bid	DD
	16781 CCTV System and Components	Nagle Hartray...	08.13.09	For Bid	DD
	16950 Testing	Nagle Hartray...	08.13.09	For Bid	DD

<b>INITIALED FOR:</b>	
<i>JW</i>	
<b>SUBCTR</b>	<b>TURNER</b>





Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start/finish point  
 Finish milestone point

Turner Construction Company  
Ogden Replacement Elementary School

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SUBCTR TURNER

Sheet No. 06/0202  
 Date Issued 05/17/10  
 Rev. 000  
 Project Name Ogden Replacement  
 Project No. 060202020  
 © Primavera Systems, Inc.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

Document Submittal Checklist

Dated: September 23, 2009

Two originals of the following documents are required at the time of bid opening. 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.   X   Schedule C – Letter of Intent from MBE/WBE to perform as Subcontractor, Sub-consultant, and / or Material Supplier.
4.   X   Schedule D – Affidavit of Prime Contractor Regarding MBE/WBE Participation
5.   X   Schedule E – Request for Waiver from MBE / WBE Participation
6.   X   MBE / WBE Letter of Certification per Special Conditions
7.   X   Affidavit of Uncompleted Work
8.   X   Proof of Ability to Provide a Bond
9.   X   Proof of Ability to Provide Insurance

Current versions of the following documents must be on file with Turner Construction Co. at the time of bid opening:

1.        Financial Statement current to 1 year
2.   X   Schedule 7 - Statement of Bidder's Qualifications

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

TURNER CONSTRUCTION CO.

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Ogden Elementary Replacement School  
 24 W. Walton Street  
 Chicago, Illinois 60610  
Estimate No. 2525  
 Earth Retention  
 Page 6  
 September 18, 2009

September 18, 2009  
 Bids Due: September 23<sup>rd</sup>, 2009 @ 1:00PM CST

**BID FORM**

SUBMITTED BY: Thatcher Foundations Inc. (Company Name)  
 (Hereinafter called "Bidder")  
7100 Industrial Highway (Street Address)  
Gary, IN 46406 (City, State and Zip)  
John Wysocky (Contact)  
jwtsocky@ThatcherFoundations.com (E-mail)  
773-721-9797 x314 (Area Code/Phone #)  
773-721-1011 (Fax Number)

**A. LUMP SUM**

Lump Sum for Earth Retention Work as defined by the Contract Documents including the Bid Package 02: Earth Retention Requisition:

**LUMP SUM BID  
 (EXCLUDING INSURANCE):**

\$ 505,000

**AWARD CRITERIA\***

\$ 480,760

\*Award Criteria Calculation can be found in Bid Procedure Manual, Section 6, Exhibit 1 Attachment

five hundred five thousand dollars

**LUMP SUM BID (WRITE OUT)**

**LUMP SUM BID BREAKDOWN (MANDATORY):**

<b>LABOR TOTAL</b>	\$ <u>92,000</u>
<b>MATERIAL TOTAL</b>	\$ <u>330,000</u>
<b>ON SITE LABOR HOURS</b>	<u>950</u>





Ogden Elementary Replacement School  
 24 W. Walton Street  
 Chicago, Illinois 60610  
Estimate No. 2525  
 Earth Retention  
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**B. ALTERNATES:**

**ALTERNATE NO. 1:**

Add all on site Workers Compensation and General Liability Insurance. This will be provided by a "wrap up" policy.

ADD \$ 2,600

**ALTERNATE NO. 2:**

Add to Provide a Payment and Performance Bond

ADD \$ 6,850

**ALTERNATE NO. 3:**

Deduct to Provide Cold Rolled Sheeting with Sealant at all joints

DEDUCT \$ 49,000

**ALTERNATE NO. 4:**

Deduct two (2) lines of Safety OSHA cables with per Turner Safety Standard will be installed, maintained and removed by this contractor on the top side of the sheets. Coordinate with Turner and concrete contractor prior to installation. Yellow flagging will need to be installed 4 foot on center on both cable lines. The Earth Retention Contractor and Turner will complete a pre-turn-over list of maintenance that must be completed by the Earth Retention subcontractor prior to transfer of responsibility for maintenance from the Earth Retention subcontractor.

DEDUCT \$ 6,400

**C. DURATIONS**

- Indicated on separate sheet with Bid Form the schedule as requested.

**D. QUANTITIES**

Provide base quantities in order to analyze bids expeditiously. The Retention System bidders are to submit the following quantities with their bids (the dollar amounts are requested for accounting purposes only, the award will be made based on the total amount only):

- None requested at this time.

**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.

	ADD	DEDUCT
	\$ n/a /ton	n/a /ton
1. Loading, transportation and disposal of stockpiled contaminated soil, each.	\$ n/a /ton	n/a /ton
2. Loading, transportation and disposal of stockpiled suitable soil, each.	\$ n/a /ton	n/a /ton
3. Furnish, place and compact on-site base material CA-1, each.	\$ n/a /ton	n/a /ton
4. Furnish, place and compact on-site base material CA-6, each.	\$ n/a /ton	n/a /ton

INITIALED

INITIALED FOR:	
FOR TURNER	TURNER
FOR SUBCTR	TURNER



Ogden Elementary Replacement School  
 24 W. Walton Street  
 Chicago, Illinois 60610  
Estimate No. 2525  
 Earth Retention  
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5. Furnish, place and compact on-site base material CA-7, each.		\$	n/a	/ton	n/a	/ton
6. Extra concrete dead man, each.		\$	n/a	/ea	n/a	/ea
7. Crew for Saturday _____ \$1,725 _____, each.		\$				
8. <u>Sheetpile deadmen on east, lump sum, <del>XXXX</del></u>		\$	14,300			
9. _____, each.		\$				
10. _____, each.		\$				

**F. EQUIPMENT PRICES**

Attach a listing of all equipment expected to be used on the project with a complete hourly cost including operator and all other associated costs.

**G. MBE / WBE PARTICIPATION**

PURCHASING PLAN:

This Proposal includes participation of MBE and/or WBE City of Chicago certified firms in the following amounts/percentages:

Minority Business Enterprise:	<u>30</u> %	30% requirement
Women Business Enterprise:	<u>0</u> %	0% requirement

**RESIDENCY EMPLOYMENT REQUIREMENTS:**

	Residency in Excess of Plan:
Chicago Resident Employment: 50%	0%
Community Resident Employment: 7.5%	0%

**H. DOCUMENTS**

Receipt of Information Letters

I/We, the undersigned, acknowledge receipt of the following Turner Information Letters and have included all related costs into our Lump Sum Amount:

# <u>1</u> dated <u>09/18/09</u>	# _____ dated _____
# _____ dated _____	# _____ dated _____
# _____ dated _____	# _____ dated _____

**I. SUPPLIERS/SUB-SUBCONTRACTORS:**

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

- |                         |                           |
|-------------------------|---------------------------|
| 1. <u>Skyline Steel</u> | 2. <u>Shoreline Steel</u> |
| 3. <u>NAKMAN</u>        | 4. <u>Roll Form Group</u> |
| 5. <u>LB Foster</u>     | 6. _____                  |

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Ogden Elementary Replacement School  
 24 W. Walton Street  
 Chicago, Illinois 60610  
Estimate No. 2525  
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 September 18, 2009

**J. CHECKLIST (THE FOLLOWING QUESTIONS MUST BE ANSWERED)**

- |  |                  |
|--|------------------|
| 1. Using all specified material and include all items in Earth Retention Requisition.        | (Y/N)            |
| 2. Reviewed the schedule and phasing timeframes.   | (Y/N)            |
| 3. Commitment to diversity workforce.  | (Y/N)            |
| 4. Agree to minimum 50% Chicago Residency  | (Y/N)            |
| 5. Agree to minimum 7.5% Local Chicago Residency (Near North Side and Westtown)              | (Y/N)            |
| 6. Providing all guarantees, certifications, and/or warranties as Required by the documents. | (Y/N)            |
| 7. Includes daily cleaning   | (Y/N)            |
| 8. Sales tax excluded  | (Y/N)            |
| 9. Confirm that EMR (Experience Modification Rating) is <1. Provide EMR <u>.95</u>           | (Y/N)            |
| 10. Provide lead time for Hot Rolled Sheeting included in bid                                | <u>4-8 weeks</u> |
| 11. Provide lead time for Cold Rolled Sheeting with sealant per Alternate #4                 | <u>4-6 weeks</u> |
| 12. Agree to sign Turner's Subcontractor Form #36 without modifications                      | Y/N              |

The attached letter clarifies and qualifies this proposal.

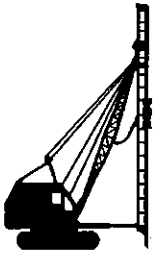
All proposals shall be valid for acceptance for a period of sixty (60) calendar days.

SIGNED: T. John Wysocky DATE: 09/23/09

PRINT NAME: T. John Wysocky TITLE: 09/23/09

**END OF BID FORM**

INITIALED		INITIALED FOR:
		<u>JW</u>
FOR TURNER	SUBCTR	TURNER
FOR SUBCTR		



# THATCHER FOUNDATIONS INC.

DEEP FOUNDATIONS • EARTH RETENTION SYSTEMS • MARINE CONSTRUCTION



7100 INDUSTRIAL HIGHWAY • GARY, IN 46406 • 773-721-9797 • 219-949-2084 • FAX 773-721-1011

23 September 2009

Mr. Pete Woeste  
Mr. Adam Dell  
Turner Construction Company  
55 E. Monroe Street, Suite 3100  
Chicago, IL 60603

Re: 24 W. Walton – Ogden School  
Earth Retention System  
TFI# 09-8-244

Ladies & Gentlemen:

We appreciate the opportunity to quote the earth retention system. The purpose of this letter is to qualify our bid based upon the assumptions made for the base bid and alternates. Thatcher Foundations Inc.'s proposal is subject to the following qualifications and assumptions:

1. AutoCAD background drawing files for design and permit submission are required by others. Thatcher's design will be submitted to the City of Chicago Office of Underground Coordination for its review and approval.
2. Before mobilization to the jobsite, we require a "walk-thru" with you and a pre-construction meeting to discuss jobsite logistics. For us to obtain the aggressive production rates, we need to coordinate closely with you so that the site is prepared for continuous, uninterrupted operation to install the piling, deadmen, and bracing.
3. Prior to mobilization, pre-trenching the sheetpile driveline to virgin material is required by others. Driving piling through existing buried subsurface obstructions or unknown or improperly located existing utilities is the responsibility of others. Damaged piling caused by existing subsurface obstructions will be charged at the obstruction time rate of \$1,250/hour (premium time excluded) plus 1.1 x tooling replacement cost. Remedial work to remove, replace, and redrive is considered extra work. An equivalent schedule adjustment would also be required.
4. Thatcher will detension, cutout, hoist, and remove the bracing. Access for our equipment and manpower (ie-bobcat, picker, and/or forklift) to handle bracing in reasonable lengths (for removal) is required by others. Patching of boxouts, if required, is by others.
5. Pricing is based upon liners being placed to the top of the caisson caps.
6. Pricing is based upon the soil borings. If the soil conditions encountered in the performance of our work differ from the soils data furnished to us, we shall be entitled to additional compensation for any and all variances, particularly if the work extends deeper than the soil borings or extends beyond the area that is explored.
7. This bid is based on earth retention system work starting in January, 2010.
8. Firm level access, benches, and ramps for piling and support equipment are to be furnished and maintained by others at no cost to Thatcher. Pumping and dewatering are excluded.
9. Details for attachment of the permanent facing or concrete wall to the sheeting are excluded.
10. The MBE/WBE commitment percentages are based upon the base bid. Each alternate accepted changes the values. Thatcher will immediately adjust the percentages up or down based upon the CM's and Owner's particular choice of alternates.

JW

11. Concrete deadmen or additional grade beams (to be used as deadmen) that would connect to caissons are impractical for this job due to the geology and due to the small diameter of the caissons to accept bending. Excavation and dewatering costs to dig to -2' CCD to place concrete deadmen in clay will limit access and also cause schedule problems. For these reasons, we propose using sheetpile & waler deadmen. **The cost adder for sheetpile deadmen is \$14,300.**
12. Groundwater cutoff is not bubbletight or drip tight. Each method proposed, the base bid, Alternate #3, and the voluntary alternate (listed below), would create an effective seal for the construction and for maintaining a dry basement (in the future). Thatcher has, by far, the greatest Chicago experience of any firm with the installation of sheeting, with the unique geology, and with the control of water in excavations.
13. Thatcher has committed to 30% MBE and 0% WBE. Thatcher would make best efforts to involve a WBE in some manner.

Voluntary Alternate:

If cold formed sheeting without sealant is utilized, **deduct \$55,000** from the cold formed with sealant option.

Please note that Thatcher's design is copyrighted and is the intellectual property of Thatcher Engineering for the exclusive use of Thatcher Foundations Inc. Any use of this design without the express written consent of Thatcher Foundations Inc. is prohibited.

Thanks for the opportunity to perform this work. Please phone if you have any questions (x314).

Regards,  
Thatcher Foundations Incorporated



T. John Wysocky  
Vice President

24 W Walton 1

JW

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula. Journeyworker includes journeyworkers from the major trades listed herein, and the teamsters. Watchmen and custodial workers are not creditable in the formula.

2. Award Criteria Formula

Line 1.	Base Bid, in figures	<u>\$505,000</u>
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)	<u>50%</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>\$10,100</u>
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)	<u>50%</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>\$7,575</u>
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)	<u>50%</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>\$2,525</u>
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)	<u>10%</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>\$2,020</u>
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)	<u>10%</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>\$1,515</u>
Line 12.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by female	<u>10%</u>

INITIALED FOR:	
JW	
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	Laborers during construction of the project. (Maximum figure 0.10)	
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>\$505</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>\$24,240</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>\$480,760</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$		<u>480,760</u>

3. Community Hiring Bonuses

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

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part III.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part III "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the Near North Side and West Town communities of Chicago as indicated in the Community Area Map included in the Procedures Manual.

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

4. Liquidated Damages

The Subcontractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

*THATCHER*  
*JW*

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PUBLIC BUILDING COMMISSION OF CHICAGO  
Ogden Replacement Elementary School

SCHEDULE 2 - Affidavit Of Non-collusion

STATE OF ILLINOIS     }  
                                  } SS  
COUNTY OF COOK     }

T. John Wysocky, being first duly sworn, deposes and says that:

(1) He/She is Vice President  
(Owner, Partner, Officer, Representative or Agent) of  
Thatcher Foundations Inc.,  
the Bidder that has submitted the attached Bid;

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

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

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

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

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

T. John Wysocky  
(Signed)  
Vice President

(Title)  
Subscribed and sworn to before me this 23rd day of September 2009

[Signature]

(Title)  
My Commission expires:



INITIALED FOR:	
JW	
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	Confiden.	Ritz Carlton	Lincoln Park Zoo	Olympic Oil	Various	
Contract With	Scale Constr.	Evans Constr.	Pepper Constr.	Bear Constr.	Various GCs and others	
Estimated Completion Date	01/2010	06/2010	01/2010	01/2010	2010 & 2011	
Total Contract Price	\$1.43MM	\$1.3MM	\$490k	\$465k	>\$12MM	>\$15.5MM
Uncompleted Dollar Value if Firm is the GC	--	--	--	--	--	
Uncompleted Dollar Value if Firm is a Subcontractor	\$715k	\$1MM	\$450k	\$465k	>\$12MM	>\$14.6MM
<b>TOTAL VALUE OF ALL WORK</b>						>\$15.5MM

**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						
Demolition						
Sewer and Drain						
Foundation	\$715k	\$1MM	\$450k	\$465k	>\$12MM	>\$14.6MM
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						

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JW	TURNER
SUBCTR	TURNER



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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	V3	none	none	none	none
Type of Work	surveying				
Subcontract Price	\$70,000 ±				
Amount Uncompleted	\$35,000				
Subcontractor	Americore				
Type of Work	coring				
Subcontract Price	\$100,000 ±				
Amount Uncompleted	\$50,000				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted					

INITIALED FOR:	
JW	
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**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

**Affidavit of Uncompleted Work (continued)**

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

T. John Wysocky  
Signature

September 23, 2009  
Date

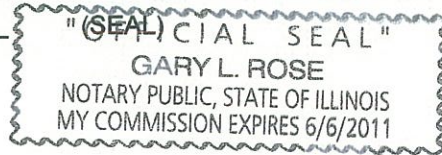
T. John Wysocky  
Name (Type or Print)

Vice President  
Title

Thatcher Foundations Inc.  
Bidder Name  
7100 Industrial Highway  
Address  
Gary, IN 46406  
City State Zip

Subscribed and sworn to before me  
this 23rd day of September, 20 09

[Signature]  
Notary Public



Commission expires:

INITIALED FOR:	
JW	
SUBCTR	TURNER

PUBLIC BUILDING COMMISSION OF CHICAGO  
Ogden Replacement Elementary School

SCHEDULE 8 - Disclosure Of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent 1<sup>st</sup> low and the apparent 2<sup>nd</sup> low Bidder are required to submit a fully executed Disclosure of Retained Parties within five (5) days of their respective receipt of notice that they are the apparent 1<sup>st</sup> and 2<sup>nd</sup> low bidders.

A. Definitions and Disclosure Requirements

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

B. Certification

Subcontractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: OGDEN SCHOOL  
Description of goods or services to be provided under Contract

EARTH RETENTION

2. Name THATCHER <sup>of</sup> FOUNDATIONS Subcontractor:

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Subcontractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

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JW	
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**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

Retained Parties:

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

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

INITIALED FOR:	
JW	
SUBCTR	TURNER

PUBLIC BUILDING COMMISSION OF CHICAGO  
Ogden Replacement Elementary School

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

[Signature]  
Signature  
MICHAEL WYSOCKEY  
Name (Type or Print)

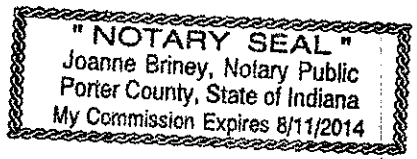
12/7/09  
Date  
PRESIDENT  
Title

Subscribed and sworn to before me  
this 8th day of Dec, 2009

(SEAL)

[Signature]  
Notary Public

Commission expires: 8-11-14



INITIALED FOR:  
JW  
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)**

Name of Project: Ogden Replacement Elementary School

Project Number: 05160

FROM:

NAKMAN MBE  WBE   
(Name of MBE or WBE)

TO:

Thatcher Foundations Inc. and Public Building Commission of Chicago  
(Name of General Bidder)

The undersigned intends to perform work in connection with the above-referenced project as  
(check one):

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification,  
dated May 11, 2009. 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.

steel material  
\_\_\_\_\_  
\_\_\_\_\_

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

\$152,000  
\_\_\_\_\_  
\_\_\_\_\_

INITIALED FOR:	
<u>JW</u>	
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 partial pay items, specifically describe the work and subcontract dollar amount:

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

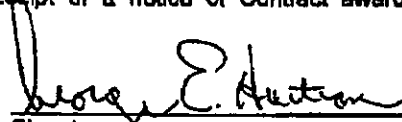
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

NAKMAN  
Name of MBE/WBE Firm (Print)  
September 23, 2009  
Date  
847-673-7377  
Phone

  
Signature  
GEORGE E. Hartman  
Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

INITIALED FOR:  
JW  
SUBCTR TURNER



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

May 11, 2009

Perry Nakachi  
Nak-Man Corporation  
5500 W. Touhy Avenue, Unit K  
Skokie, IL 60077

Annual Certificate Expires: April 1, 2010  
Vendor Number: 1023779

Dear Mr. Nakachi:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by April 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. 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:

**Distributor of Steel Products**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** 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/bc

IL UCP HOST: Metra



INITIALED FOR:		
SUBCTR	TURNER	



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

May 11, 2009

Perry Nakachi  
**Nak-Man Corporation**  
5500 W. Touhy Avenue, Unit K  
Skokie, IL 60077

**Annual Certificate Expires: April 1, 2010**  
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**Distributor of Steel Products**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** 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/bc  
IL UCP HOST: Metra



CHICAGO WORKS  
INITIALED FOR:  
SUBCTR TURNER

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Ogden Replacement Elementary School

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

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

Vice President  
Title and duly authorized representative of

Thatcher Foundations Inc.

Name of General Contractor whose address is  
7100 Industrial Highway

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
NAKMAN	steel supply	\$ 152,000	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ 152,000	\$
<b>Percent of Total Base Bid</b>		30.1 %	%

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

INITIALED FOR:  
JW  
SUBCTR     TURNER

PUBLIC BUILDING COMMISSION OF CHICAGO  
Ogden Replacement Elementary School

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

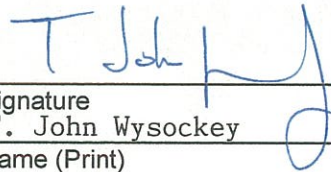
By:

Thatcher Foundations Inc.

Name of Contractor (Print)  
September 23, 2009

Date  
773-721-9797 x314

Phone



Signature  
T. John Wysocky  
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

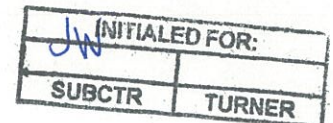
Date

Phone/FAX

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



PUBLIC BUILDING COMMISSION OF CHICAGO  
Ogden Replacement Elementary School

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

Date: September 23, 2009

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

Dear Mrs. Cabonargi:

RE: Contract No. 05160

Project Title: Ogden Replacement Elementary School

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

We are not planning to subcontract any portion of work. We will be  
utilizing an MBE supplier. We request a waiver from the WBE provision.

Documentation attached: yes  no

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

Sincerely,

  
Signature

T. John Wysocky

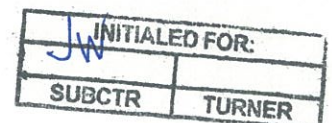
Print Name

Vice President

Title

Thatcher Foundations Inc.

Name of Firm



Ogden Replacement Elementary School  
Chicago, Illinois  
Contract No. 16324  
02250 – Earth Retention  
Thatcher Foundations, Inc.

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- ✓ 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:	
JW	
SUBCTR	TURNER

Ogden Replacement Elementary School  
Chicago, Illinois  
Contract No. 16324  
02250 – Earth Retention  
Thatcher Foundations, 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:	
JW	
SUBCTR	TURNER



Ogden Replacement Elementary School  
Chicago, Illinois  
Contract No. 16324  
02250 – Earth Retention  
Thatcher Foundations, 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:	
JW	
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**

	<u>Labor</u>	<u>Material</u>	<u>Sublet Work</u>
Additions:	10%	10%	05%
Omissions:	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**

	<u>Labor</u>	<u>Material</u>	<u>Sublet Work</u>
Additions:	10%	10%	05%

**General**

1. 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.
2. 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.
4. %'s applied by sub-subcontractors for Labor & Material shall not exceed those of subcontractors.
5. "Net Actual Cost" defined:
  - A. **LABOR**
    - I. 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 below.
    - II. Engineering and drafting performed with Turner's prior approval.
    - III. Fringe Benefits established by governing trade organizations.
    - IV. Federal Old Age Benefits, Federal and State Unemployment Taxes.
    - V. Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage, and any other forms of insurance required by Turner.
  - B. **MATERIAL**
    - I. 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).
    - II. 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:
  - A. 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".
  - F. Foreman not directly performing physical performance of the work (non-working foreman).
7. %'s shall include all profit.

INITIALED FOR:	
JW	
SUBCTR	TURNER

RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:

LABOR CLASSIFICATION: IRON / BRIDGE &  
STRUCTURAL - JOURNEYMAN

LOCAL: #1 (COOK, LAKE & DUPAGE)

ADDRESS:

LOCAL PHONE NO:

CITY, STATE:

EFFECTIVE DATE: FROM 6/1/09

TELEPHONE:

TO: 5/31/10

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$40.75	\$40.75		\$40.75
UNION FRINGE BENEFITS:	\$27.95	\$27.95		N/A
FICA (FOAB) (1996)* %	7.65%	\$3.12		\$3.12
F.U.I. (1996)* %	0.80%	\$0.33		\$0.33
S.U.I. (2008)* %	8.90%	\$3.63		\$3.63
WORKMEN'S COMP.* [a] %	0.00%	\$0.00		\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00		\$0.00
OFFSITE LIABILITY AUTO INSURANCE	0.00%	\$0.00		\$0.00
SUB TOTAL:		\$75.77		\$47.82
OVERHEAD & PROFIT	10.00%	\$7.58		N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00		\$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$83.35</b>		<b>\$47.82</b>

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

\*Percentages on basic rate (e) only

\*\*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).

- 1- Items a,b,c: to be submitted by subcontractor & reviewed by Turner.
- 2- The above Total Labor Rate Per Hour will be updated annually to adjusted for changes in the Basic Rate, Union Fringe Benefits, F.I.C.A., F.U.I., and S.U.I.

INITIALED FOR:	
JW	
SUBCTR	TURNER

RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:

LABOR CLASSIFICATION: IRON / BRIDGE &  
STRUCTURAL - FOREMAN

ADDRESS:

LOCAL: #1 (COOK, LAKE & DUPAGE)

CITY, STATE:

LOCAL PHONE NO:

TELEPHONE:

EFFECTIVE DATE: FROM 6/1/09

TO: 5/31/10

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$42.75	\$42.75		\$42.75
UNION FRINGE BENEFITS:	\$27.95	\$27.95		N/A
FICA (FOAB) (1996)* %	7.65%	\$3.27		\$3.27
F.U.I. (1996)* %	0.80%	\$0.34		\$0.34
S.U.I. (2008)* %	8.90%	\$3.80		\$3.80
WORKMEN'S COMP.* [a] %	0.00%	\$0.00		\$0.00
GENERAL LIABILITY INSURANCE:* [b] %	0.00%	\$0.00		\$0.00
OFFSITE LIABILITY AUTO INSURANCE	0.00%	\$0.00		\$0.00
SUB TOTAL:		\$78.12		\$50.17
OVERHEAD & PROFIT	10.00%	\$7.81		N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00		\$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$85.93</b>		<b>\$50.17</b>

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

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

INITIALED FOR:  
 JW  
 SUBCTR TURNER

RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:

LABOR CLASSIFICATION: OPERATING ENGINEER  
CLASS 1

ADDRESS:

LOCAL: 150

CITY, STATE:

LOCAL PHONE NO:

TELEPHONE:

EFFECTIVE DATE: FROM 6/1/09

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
F.U.I. (1996)* %	0.80%	\$0.36	\$0.18	\$0.36
S.U.I. (2008)* %	8.90%	\$4.01	\$2.01	\$4.01
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:		\$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
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$83.61</b>	<b>\$26.46</b>	<b>\$52.92</b>

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

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

INITIALED FOR:	
JW	
SUBCTR	TURNER

RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:

ADDRESS:

CITY, STATE:

TELEPHONE:

LABOR CLASSIFICATION: CARPENTERS

FOREMAN

CARPENTER DISTRICT COUNCIL

LOCAL PHONE NO: (312) 787-3076

EFFECTIVE DATE: FROM 6/1/09

TO: 5/31/10

	<b>% OR RATE/HR</b>	<b>STRAIGHT TIME</b>	<b>PREMIUM ** TIME (1.5)</b>	<b>PREMIUM ** TIME (2.0)</b>
BASIC RATE: (e)	\$42.77	\$42.77	\$21.39	\$42.77
UNION FRINGE BENEFITS:	\$20.32	\$20.32	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$3.27	\$1.64	\$3.27
F.U.I. (1996)* %	0.80%	\$0.34	\$0.17	\$0.34
S.U.I. (2008)* %	8.90%	\$3.81	\$1.90	\$3.81
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
SUBTOTAL		\$70.51	\$25.10	\$50.19
OVERHEAD & PROFIT	10.00%	\$7.05	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$77.56</b>	<b>\$25.10</b>	<b>\$50.19</b>

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

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INITIALED FOR:	
JW	
SUBCTR	TURNER

RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:

ADDRESS:

CITY, STATE:

TELEPHONE:

LABOR CLASSIFICATION: CARPENTERS

JOURNEYMAN

CARPENTER DISTRICT COUNCIL

LOCAL PHONE NO: (312) 787-3076

EFFECTIVE DATE: FROM 6/1/09

TO: 5/31/10

	% OR RATE/HR	STRAIGHT TIME	PREMIUM ** TIME (1.5)	PREMIUM ** TIME (2.0)
BASIC RATE: (e)	\$40.77	\$40.77	\$20.39	\$40.77
UNION FRINGE BENEFITS:	\$20.32	\$20.32	N/A	N/A
FICA (FOAB) (1996)* %	7.65%	\$3.12	\$1.56	\$3.12
F.U.I. (1996)* %	0.80%	\$0.33	\$0.16	\$0.33
S.U.I. (2008)* %	8.90%	\$3.63	\$1.81	\$3.63
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
SUBTOTAL		\$68.16	\$23.92	\$47.84
OVERHEAD & PROFIT	10.00%	\$6.82	N/A	N/A
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$74.98</b>	<b>\$23.92</b>	<b>\$47.84</b>

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

\*Percentages on basic rate (e) only

\*\*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).

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INITIALED FOR:	
JW	
SUBCTR	TURNER

RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:  
ADDRESS:  
CITY, STATE:  
TELEPHONE:

LABOR CLASSIFICATION: LABORERS  
JOURNEYMAN/ BUILDING  
LOCAL: DISTRICT COUNCIL  
LOCAL PHONE NO: (630) 655-8289  
EFFECTIVE DATE: FROM 6/1/09  
TO: 5/31/10

	% 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	10.00%	\$5.94	N/A	N/A
SUBTOTAL		\$65.34	\$20.65	\$41.31
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$65.34</b>	<b>\$20.65</b>	<b>\$41.31</b>

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

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INITIALED FOR:	
JW	
SUBCTR	TURNER



RE: OGDEN REPLACEMENT ELEMENTARY SCHOOL  
CHICAGO, ILLINOIS

CONTRACT NO. 16324

**RATE SHEET**

THATCHER FOUNDATIONS, INC.  
SUBCONTRACTOR:

LABOR CLASSIFICATION: LABORERS

ADDRESS:

FOREMAN / BUILDING

LOCAL: DISTRICT COUNCIL

CITY, STATE:

LOCAL PHONE NO: (630) 655-8289

TELEPHONE:

EFFECTIVE DATE: FROM 6/1/09

TO: 5/31/10

	% 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	N/A	N/A
		\$66.31	\$21.09	\$42.19
PERFORMANCE & PAYMENT BOND COSTS: [c] %	0.00%	\$0.00	\$0.00	\$0.00
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>\$66.31</b>	<b>\$21.09</b>	<b>\$42.19</b>

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

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INITIALED FOR:	
JW	
SUBCTR	TURNER