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.** #07500 Roofing Scope of PBC Contract No. PS1668 (the "Contract"), which Contract was made and entered into as of March 15, 2010 by and between the PBC and Bennett was made and entered into as of March 15, 2010 by and between the PBC and Bennett Was Brosseau Roofing, 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 Ze day of April 2010, by:
ASSIGNOR Public Building Commission of Chicago By: Erin Lavin Cabonargi Executive Director

State of Illinois County of Cook

This instrument was ACKNOWLEDGED before me this **ZOM** day of **HAMI**, 2010 by Erin Lavin Cabonargi, as Executive Director of the Public Building Commission of Chicago.

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DAISY L JACKSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/24/12

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REEMENT TO CONTRACT ASSIGNMENT **ASSIGNOR** n Compan Turner Construct) By: Stephen W. Name: Vice President & General Manager Title State of Illinois. County of Cook This Instrument was acknowledged before me this 15th day of March, 2010 by Stephen W. Fort, as Vice President and General Manager of Turner Construction Company. Armun & CA Notary Public OFFICIAL SEAL CARMEN I. CRUZ IOTARY PUBLIC, STATE OF ILLINOI My Commission Expires 11/01/10 CONTRACTOR Bennett & Brosseau Roofing, Inc. By: Name: Title State of Illinois, County of Cook This instrument was acknowledged before me this 5th by Carmen I. Cruz, as Administrative Assistant of Takner **Notary Public** OFFICIAL SEAL CARMEN I. CRUZ OTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 11/01/10

This Agreement, made as of the FIFTEENTH day of MARCH in the year TWO THOUSAND TEN by and between the Public Building Commission of Chicago, an Illinois municipal corporation, (hereinafter called the "PBC") and BENNETT & BROSSEAU ROOFING, INC., an Illinois Corporation with office located at 535 Anderson Drive, Romeoville, Illinois 60446 (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 ROOFING (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 nonjudicial proceeding) between the PBC and Construction Manager, together with such other subcontractors or parties as may be appropriate, where in the judgment of the PBC the issues in dispute are related to the work or performance of the Subcontractor. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in case the PBC elects to resolve the dispute in litigation.

Time of Completion

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

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

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

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

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

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Price

Article IV. The sum to be paid by the PBC, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be ONE MILLION SIX HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED SEVEN AND 00/100 DOLLARS (\$1,695,407.00) (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 therefore 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 PBC; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations

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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 contiquous 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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(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

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

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

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

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

Builder's Risk Insurance

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

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

Cleaning Up

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

Ethics and Compliance

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

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

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

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

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

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

Labor to be Employed

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

Taxes and Contributions

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

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

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.

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

Termination for Convenience

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

Guarantees

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

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

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

Accident Prevention

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

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 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 therefore.

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.
- 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 Subcentractor. PBC shall have the right, without limitation, to reject any insurance company selected by Subcentractor that has an A.M. Best rating of less than A- or Standard and Poer's rating of less than AA or a Meedy's rating of less than Aa. All costs are included in the Price and are to be paid by the Subcentractor.

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. \$55,907.00 (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 Subcentracter. Subcentracter is an Excluded Party to the consolidated insurance program as described in the CCIP Manual (a Centract Decument) for its own self-performed work and any Excluded Party lower tier subcentracter (if applicable) to the consolidated insurance program arranged by Construction Manager. All costs for Subcentracter's insurances are included in the Price and are to be paid by the Subcentracter. For Subcentracter's Enrolled Party lower tier subcentracters,

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 promiums for the above insurance severages 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 previded 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 Incurance 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 onrollment-process in the consolidated insurance program, the Subcentracter's subcentractors 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 Subcentracters. The subcentracters, by way of this Subcentracter, will incur a premium expense payable through PBC for such premium and subcentractors, 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 subcentractors, 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 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.

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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.

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.

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

		PABLIC BUIL	DING COMM	IISSION OF	CHICAGO
By: Denge Patterson Preside Print Name and Title	·	Righard M. Da		Jack On	
In the Presence of: (Witness) By:		Secretary Approved as to Neal & Leroy, I	Form and Le	gality:	<u> </u>
	/		/ (
Subcontractor's License No. (Insert License No., if any, for State or locali Subcontractor's Illinois State Sales Tax Registration	-	e Work is to be	performed)		
FOR PEC INTERNAL PURPOSES ONLY:	ONE-TIME CO				
SUBCONTRACTOR BENNETT & BROSSEAU ROOFING, INC. 535 ANDERSON DRIVE	ONE-TIME CO	JOB NAME		ELEMENTA	RY SCHOOL
SUBCONTRACTOR BENNETT & BROSSEAU ROOFING, INC.	OFFICE	JOB NAME OGDEN REP		ELEMENTA CHANGE NO.	RY SCHOOL
SUBCONTRACTOR BENNETT & BROSSEAU ROOFING, INC. 535 ANDERSON DRIVE ROMEOVILLE, ILLINOIS 6046 WORK (brief description) ROOFING	OFFICE CHICAGO AWARD NO. 31	JOB NAME OGDEN REP CHICAGO, IL VENDOR NO. 3J004529	CONTRACT NO. 16324	CHANGE NO.	REF.
BENNETT & BROSSEAU ROOFING, INC. 535 ANDERSON DRIVE ROMEOVILLE, ILLINOIS 6046 WORK (brief description) ROOFING PHASE CODE CATEGORY DATE	OFFICE CHICAGO AWARD NO. 31 BOND	JOB NAME OGDEN REP CHICAGO, IL VENDOR NO. 3J004529 W/C EXP.	CONTRACT NO. 16324 GEN. LIAB. EXP.	CHANGE NO. 000 AUTO EXP.	REF.
SUBCONTRACTOR BENNETT & BROSSEAU ROOFING, INC. 535 ANDERSON DRIVE ROMEOVILLE, ILLINOIS 6046 WORK (brief description) ROOFING	OFFICE CHICAGO AWARD NO. 31	JOB NAME OGDEN REP CHICAGO, IL VENDOR NO. 3J004529	CONTRACT NO. 16324	CHANGE NO.	REF.

<u>ADDITIONAL PROVISIONS</u>

A. Roofing Work as described in the following documents:

- Purchase Requisition Bid Package Rev 1 Bid Package 07500 Roofing dated February 16, 2010 (7 pages attached).
- Turner Bid Information Letter #1 dated 02/12/2010 (1 page attached).
- 3. Turner Bid Information Letter #2 dated 02/16/2010 (1 page attached).
- Turner Bid Information Letter #3 dated 02/17/2010 (1 page attached).
- 5. Drawing List dated January 6, 2010 (12 pages attached).
- Project Schedule "Early Trade Schedule" Run Date September 11, 2009 (2 pages attached).
- Turner Bid Form dated February 17, 2010 (10 pages attached).
- 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 (7 pages attached).
 - c. Schedule C Letter of Intent from MBE/ WBE to Perform as Subcontractor, Subconsultant, and/ or Material Supplier (6 pages attached).
 - d. Schedule D Affidavit of General Contractor/ Subcontractor Regarding MBE/ WBE Participation (2 pages attached).
- 9. Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09 (1 page Acknowledgement sheet attached).
- Ogden Replacement Elementary School's Procedures Manual dated December
 2009 (1 page Acknowledgement sheet attached).
- Ogden Replacement Elementary School's Project Site Specific Safety Plan (1 page Acknowledgement sheet attached).
- 12. Subcontractor's verified Aon Form 1a (to be attached thru a Subcontract Information Letter when verified by Aon).
- Formula for Changes (1 page attached).
- Geotechnical Subsurface Investigation, prepared by Environmental Protection Industries dated September 28, 2009.
- 15. Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.

ADDITIONAL PROVISIONS (Continued)

16. Retention System Contractor Drawings ERS1.0, ERS2.0 and ERS3.0 dated October 26, 2009.

B. Roofing Work includes, but is not necessarily limited to, providing the following:

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- 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 **Roofing** Work specifically defined in the following specification sections and as clarified in all related specifications- and drawings of the remaining contract documents:

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

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

C. The Scope of the Roofing Work specifically <u>excludes</u> the following:

- Reference attached Purchase Requisitions in Item A. 1 above.
- Sales Tax on permanently installed materials.
- Performance and Payment bonds.
- D. The Scope of the Roofing Work includes, but is not necessarily limited to, the following understandings and stipulations:
 - Reference attached Purchase Requisitions in Item A. 1 above.
 - It is agreed that one (1) management employee of the subcontractor who will be directly involved on the project will be either a LEED Accredited Professional, or LEED Accredited Professional + as verified by the USGBC, or will be required to complete the online LEED training course offered via USGBC entitled "LEED Core Concepts & Strategies Online course" which may be accessed via www.usgbc.org. (http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1760#CCSON).

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ADDITIONAL PROVISIONS (Continued)

 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.

4. Safety:

- Subcontractors whose contract value meets or exceeds \$10M (including Change Orders), must have a full time safety representative on site.
- Subcontractors who contract value is between \$10M and \$5M (including Change Orders), must have two (2) employees on site who are OSHA 30 hour trained.
- Subcontractors whose contract value is less than \$5M (including Change Orders), must have one (1) employee on site who is OSHA 30 hour trained.
- d. Subcontractor's EMR shall be less than 1.0.

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. <u>HAZARD COMMUNICATION STANDARDS</u>

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 twenty-five (25%) to qualified minority business enterprises (MBE) and at least five percent (5%) 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.

OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS CONTRACT NO. 16324 07500 - ROOFING

ADDITIONAL PROVISIONS (Continued)

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

J. SHOP DRAWINGS

(Reference Procedures Manual for Subcontractors)

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

The insurance coverages shall be provided through a consolidated insurance program arranged by Turner. \$55,907.00 (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 (\$5,000,000), Auto Liability (\$1,000,000) 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. (One (1) page Sample Certificate of Insurance attached).

L. <u>E & O INSURANCE:</u>

N/A

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.

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OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS
CONTRACT NO. 16324
07500 - ROOFING

ADDITIONAL PROVISIONS (Continued)

N. <u>ALLOWANCES</u>

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.

O. <u>UNIT PRICES</u>

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

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

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- Wage rates (Note: Rate sheets will be incorporated into this contract via a Subcontract Information Letter when the 2010 – 2011 labor rates become finalized).

END OF ADDITIONAL PROVISIONS

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INITIALE	D FOR:



Ogden Replacement Elementary School 24 W. Walton Street Chicago, Illinois 60610 Contract No. 1632400

February 16, 2010

PURCHASE REQUISITION – REV 1 Bid Package 07500 Roofing

1. **GENERAL REQUIREMENTS:**

Per the Bid Checklist, two hard copies of the completed bid forms are due to Turner Construction by February 19, 2010, *no later than 10:00a.m CST.* Please send two original copies, in a single sealed envelope, to Turner Construction Company at 55 East Monroe, Ste 3100, Chicago, Illinois 60603 to the attention of Pete Woeste.

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

- Turner Construction Company's Procedures and Safety Manual dated December 17, 2009.
- B. Geotechnical Subsurface Investigation for information only, prepared by Environmental Protection Industries dated September 28, 2009. Also review the Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- C. Turner Construction Company's Document List dated January 6, 2010, including plans and specifications.
- D. Turner's Bid Form dated February 17, 2010.
- E. Specifically include all Division 1 specifications and the following specification sections:

PRIMARY

- 02318 Acceptance of Backfill, Top Soil, and CU Structural Soil
- 02730 Permeable Interlocking Concrete Pavers
- 02792 Playground Surface Systems
- 02900 Landscaping
- 02901 CU Structural Soil for Landscape
- 02930 Intensive Green Roof Landscaping
- 07561 Fluid-Applied Protected Membrane Roofing
- 07562 Vegetated Extensive Roofing
- 07620 Flashing and Sheet Metal
- 07700 Roof Accessories
- 07900 Joint Sealants

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2. The Scope of the Roofing Work <u>includes</u>, but is not limited to, providing the following:

- A. The Roofing Package shall include, but not be limited to, all materials, labor, equipment, samples, shop drawings, engineering, layout, supplies, plant, tools, contributions, insurance, taxes, compliance with all agencies (City, County, State, and Federal as may be required) all other services and facilities, and other things necessary for the performance of the work as shown, detailed, and/or implied by the Contract Documents as listed in the invitation to bid and as defined herein.
- B. Layout off of Turner initial building control of three (3) benchmarks and four (4) column building offsets. Provide all layouts from initial control points as required for elevations and building dimensions.
- C. The Roofing Contractor shall be responsible for the transportation, hoisting and protection of all materials from ground level to the roof decks. The roofer shall distribute materials in such a way as to prevent the overloading of the roof deck. The roofer shall be fully responsible for any damages due to their non-conformance to this requirement. The proposed method and means of hoisting materials shall be coordinated with and reviewed by the Construction Manager prior to Construction. Establish limited access zones during hoisting.
- D. Furnish and install all weather tight roof components, fluid-applied protected membrane roofing as shown on the drawings, including but not limited to roof, canopy, and plaza/ground level areas.
- E. Furnish and install all electric field vector mapping as shown on the drawings, including but not limited to roof, canopy, and plaza/ground level areas. Electrical Contractor to provide electric field mapping power.
- F. Furnish and install all extruded polystyrene board insulation within roofing system as shown on the drawings, including but not limited to roof and plaza/ground level areas. Include all required thickness as indicated in the specifications and drawings.
- G. Include labor and material to installed vegetated roof moisture retainage layer as shown on the drawings, including but not limited to roof, canopy, and plaza/ground level areas.
- H. Furnish and install all intensive and extensive green roof components as shown on the drawings, including but not limited to root barrier, extruded polystyrene board insulation, roof moisture retention drainage layer, root filter layer, engineered soil, sedums/plants/plugs, permeable pavers, precast concrete pavers, metal edge restraints, aggregate setting bed, grave/stone ballast, geo textile fabrics, classroom gardens, natural limestone groupings, erosion control blankets, drainage stone, 5'-0" diameter planters, etc., at all roofs and canopy locations.
- I. Furnish and install all metal fabrications and inspection chambers components at concealed roof and plaza drain details as shown on the drawings. Refer to J7/A6.2.7 and J12/A6.2.7.
- J. Roof blocking will be furnished and installed by General Trades Contractor. Provide all coordination and drawings for all roof blocking locations.
- K. Provide all LEED requirements.

SUBCTR TURNER

- L. Provide all labor and material to provide watertight flashings, collars, pitch pockets, and seals required at all roof and plaza penetrations, including but not limited to plumbing vents, gas vents, conduits, structural and miscellaneous steel supports or columns, etc as shown on the drawings. Refer to ALL drawings (MEPFP, Structural, Architectural, etc) for roof penetration locations.
- M. Furnish and install all roof expansion joints as required and shown on the contract drawings.
- N. Furnish and install all roofing accessories as indicated on the contract documents and stated in the specifications.
- O. Furnish and install all two piece counterflashing (refer to detail A1/A6.7.2 for example) and metal copings at parapets (refer to detail H12/A6.7.1 and A1/A6.3.1 for example) as shown on the contract drawings. **Include custom sheet metal copings as indicated on A6.4.1.** Seal all flashing to joints. Provide any embedded items in masonry or CMU walls to Masonry Contractor for installation.
- P. Include labor and material to install coping, sheet metal gravel stop, two piece counterflashing, elsatomeric sheet base flashing, etc. at canopy. Metal panels will be furnished and installed by others.
- Q. Furnish and install all playground protective systems at ground level and green roof as indicated on the contract drawings and stated in the specifications.
- R. Furnish and install solid precast concrete interlocking permeable pavers at green roof locations, including but not limited to aggregate setting bed, edge trims/restraints, joint sealants, etc. as shown on the contract drawings.
- S. The Roofing Contractor understands that all roofing work will not be available at one time and that multiple mobilizations are required. Sequencing will be determined by the Construction Manager.
- The Roofing Contractor shall have the roofing manufacturer's technical representatives present for all required meetings during the roofing construction, including the Pre-Installation Conference.
- U. The Roofing Contractor is responsible for labor and daily clean up inside and outside of the building for debris generated by the Roofing work.
- All sealants and caulking required for Roofing work.
- W. Provide coordination with other Contractors for install of roof curbs, roof drains, etc.
- X. Roofing Contractor to included temporary roof slab edge for the entire roof area and all perimeters prior to masonry walls/parapets built. This will allow roofing to start prior to the exterior perimeter wall from being 100% complete. Once masonry wall/parapet is placed, Roofing Contractor to furnish counter-flashing to Masonry Contractor for installation and Roofing Contractor to terminate flashing detail at roof perimeter. Temporary edge should be made of 4'x6' lumber furnish and supplied by Roofing Contractor. All roof perimeter edges shall be included as well as high roofs.

- Y. Roofing Contractor to include installation of base roofing system (including protection sheet) prior to Winter 2010-2011 in order to complete water containment at all roof locations. Green Roofs (including insulation, soil, and plantings) will be installed in Spring 2011.
- Z. Provide labor and material for all testing requirements as indicated in the project specifications. Include (3) water tests total. The first test will be completed after initial roof installation, the second test will be completed after the roof is cleaned (per the specifications) and any required patching has been installed by Roofing Contractor, and the third test will be completed prior to any landscaping or paving work completed.
- AA. Roofing Contractor to include a composite crew with other Unions, if required, to install the green roof system and the required components. This Contractor will be responsible for any work stoppage and schedule delays associated with not providing a composite crew or required crew to install the green roof system and all required components.
- BB. Provide 250 manhours for installation of temporary roofs. These hours will be used at the discretion of the Construction Manager.
- CC. Roofing Contractor to include within base bid (70) 4'x8' sheets of ¾" plywood to be glued to (70) sheets of 2" Dow Rigid Insulation Board installed as protection at new roof locations. Areas to be coordinated by Construction Manager Project Superintendent.
- DD. Contractor recognizes that Turner is signatory to the following Union Agreements:
 - Chicago Regional Council of Carpenters
 - Cement Masons Local 11 Area 161 of the Operative Plasterers and Cement Masons International Association, AFL-CIO
 - iii. Cement Masons Local 11 Area 362 of the Operative Plasterers and Cement Masons International Association, AFL-CIO
 - iv. Cement Masons Local 11 Area 638 of the Operative Plasterers and Cement Masons International Association, AFL-CIO
 - v. Cement Masons Local 502 of the Operative Plasterers and Cement Masons International Association, AFL-CIO
 - vi. Cement Masons Local 803 of the Operative Plasterers and Cement Masons International Association, AFL-CIO
 - vii. Construction and General Laborers' District Council of Chicago and Vicinity
 - viii. International Union of Operating Engineers, Local Union No. 150, AFL-CIO

(Hereinafter called Union Agreements) These Union Agreements are on file at Turner's Main Office for review by Contractor. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and save harmless Turner from and against any and all loss, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including without limitations, legal fees and disbursements, caused or occasioned, directly or indirectly, by Subcontractor's employment of men, means, materials or equipment which may cause Turner to be in violation of any provision of the Union Agreements.

- EE. Contractor acknowledges that a Turner backcharge will be issued for Laborers fringe benefits if required to be paid by Turner if so charged by the Laborers Union. Upon notification to the Subcontractor, three weeks will be allowed prior to payments being made by Turner to the Union in order for Subcontractor and opposing union to resolve any such claim from the Laborers or other Unions.
- 3. The Scope of the Roofing Work <u>excludes</u> the following:
 - A. Sales Tax. For material that is part of the permanent building.
 - B. On-site insurance costs. (Insurance will run through a CCIP program)
 - C. Roof wood blocking.
 - D. Roof ladders.
 - E. Composite metal panels.
 - F. Precast pavers at ground/plaza level by Landscaping Contractor.
- 4. The Scope of the Roofing Work is based on the following understandings, stipulations and/or clarifications:
 - A. BID CHECKLIST: This subcontractor must be in full agreement to the following items for the bid to be considered responsive. Submit a Request for Information (RFI) five (5) days prior to the bid date with any issues or questions to the below items. A Bid Information Letter (BIL) will be issued with a response to all questions prior to the bid.
 - Use all specified material and include all items in Landscaping Requisition and Turner Procedures Manual dated December 17, 2009.
 - ii. Include all LEED requirements detailed in the specifications.
 - iii. Agree to the schedule and phasing timeframes detailed in the Turner Procedures Manual.
 - Agree to the logistics plan detailed in the Turner Procedures Manual.
 - Providing all guarantees, certifications, and/or warranties as required by the documents.
 - vi. Includes daily cleaning of this trades scope of work.

- vii. Sales tax excluded for material made part of permanent building items.
- viii. Agree to sign Subcontractor Form #36 without modifications.
- ix. Include two completed (2) hard copies of the "Document Submittal Checklist" items and all associated documents located in the Procedures Manual.
- x. Include completed equipment rates with bid.
- xi. Include trade unions to be used for this work.
- xii. On Site General Liability and Workers Compensation Insurance EXCLUDED (CCIP Project)
- xiii. Agree to the Site Specific Safety Plan detailed in the Turner Procedures Manual.
- xiv. Include all Hoisting, Rigging, and Scaffolding required for your Work
- xv. Include all permits specific to your trade (Foundations and Building Permit by Turner/PBC)
- xvi. Included 100% Union field labor.
- xvii. Labor and Material Escalation Included through Project Completion: June 2011
- 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.
- D. Turner Construction Company will provide temporary power for small tools and egress lighting once the basement with first floor elevated is installed. All welding and/or stud machines must be gas, there are no provisions for electric welding and/or stud machines.
- E. If, at any time, the safety of any existing or new construction, utilities, etc., appear to be endangered, subcontractor shall, at its own expense, take all proper means, including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures.
- F. The project construction manager, Turner Construction, has liquidated damages as part of the contract with the Public Building Commission. This subcontractor will strive to work with Turner as not to delay completion of the project.
- G. Onsite insurance will be provided through a CCIP program. Reference the CCIP manual included in the Procedures Manual for additional information.

Page 6 of 7

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H. 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 "Essentials of LEED Professional Accreditation" which may be accessed via www.usgbc.org.

5. UNIT PRICES

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:

- A. All engineering including calculations, detailing and shop drawings.
- All material costs including an allowance for waste.
- C. Providing all necessary accessories.
- D. All fabrication and shop costs.
- 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.)
- 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 straight time equipment rental costs including oilers, fuel, operators, maintenance, insurance, delivery and removal from site.
- Unit Prices involving offsite operations include insurance, as offsite operations are not covered by CCIP.

END OF SCOPE OF WORK

Turner

BID INFORMATION LETTER #1

Date: 02/12/2010

YOUR BID IS DUE: Friday February 19, 2010 Time: 10:00 AM CST

PROJECT:

Ogden Replacement Elementary School: Misc Metals Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter

Landscaping, Spray-On-Fireproofing, Drywall, and Roofing Bidders -

Please review the following information and include all updated information in your bid:

Addendum No. 001 dated 02-05-2010 has been issued. Please include Addendum No. 001 in your

AVAILABILITY OF DOCUMENTS

Drawings and specifications are available now. Bid Documents can be viewed and downloaded from the following site: http://drop.io/ogdenschoolfeb

The password to view this site is: ogden

Additional sets of drawings can be purchased from: Cushing & Co. (ATTN: Carol Clark; Phone: 312-266-8228; email: production@cushing.com)

If you have any questions on this Bid Information Letter please contact Dave Puls at 312.327.2870.

Sincerely.

Adam Dell

Turner Construction Company

312-327-2917 (office)

adell@tcco.com

INITIALED FOR: TURNER

Turner

BID INFORMATION LETTER #2

Date: 02/16/2010

YOUR BID IS DUE: Friday February 19, 2010 Time: 10:00 AM CST

PROJECT:

Ogden Replacement Elementary School: Misc Metals Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter, 72 pages of attachments.

Landscaping, Spray-On-Fireproofing, Drywall, and Roofing Bidders -

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #1 can be viewed and downloaded from the following website: http://drop.io/ogdenschoolfeb The password to view this site is: ogden

- A. Purchase Requisitions have been updated for the following trades (updates are in bold print). Please see the attached updated Purchase Requisitions and Bid Forms and include all new information and forms with your bid:
 - a. Landscaping dated 02/16/2010
 - b. Spray-On Fireproofing dated 02/16/2010
 - c. Gypsum Board Partitions, Plaster & Ceiling dated 02/16/2010
 - d. Roofing dated 02/16/2010.
- B. See attached "Sequencing of Structural Steel" dated 01-28-10 for further clarification and information for schedule activities.
- C. See attached General Trades Purchase Requisition dated 12-14-09 for reference only.
- D. There will be no elevator access onsite (temporary or permanent). Provisions shall be made to include labor and material for hoisting as required.

If you have any questions on this Bid Information Letter please contact Dave Puls at 312.327.2870.

Sincerely,

Adam Dell

Turner Construction Company

312-327-2917 (office)

adell@tcco.com

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BID INFORMATION LETTER #3

Date: 02/17/2010

YOUR BID IS DUE:

Friday
February 19, 2010
Time: 10:00 AM CST

PROJECT:

Ogden Replacement Elementary School: Misc Metals Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter with attachments.

Landscaping, Spray-On-Fireproofing, Drywall, and Roofing Bidders -

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #3 can be viewed and downloaded from the following website: http://drop.io/ogdenschoolfeb The password to view this site is: ogden

- A. Include new Bid Forms for each trade dated 02/17/10
 - Landscaping dated 02/17/2010
 - o Spray-On Fireproofing dated 02/17/2010
 - Gypsum Board Partitions, Plaster & Ceiling dated 02/17/2010
 - Roofing dated 02/17/2010
- B. The following RFIs are to be included:
 - o RFI #174 dated 02/15/10
 - o RFI #175 dated 02/15/10
 - RFI #176 dated 02/15/10. Additional Note: Include a minimum of R-30 at roof locations (assume R-5 per inch of insulation).
 - o RFI #177 dated 02/15/10
 - o RFI #178 dated 02/15/10
- C. Please include the items are to be included:
 - Spray-On Fireproofing Bidders Specification 07811-6 2.4 "Exposed Intumescent Mastic Fire Resistant Coating" has been deleted from the project. Exclude any work associated with Intumescent Coatings in your bid.
 - Drywall Bidders Include engineering and all associated framing required to meet engineering requirements at exterior plaster soffits.
 - o Drywall Bidders Include mold/mildew resistant board at all toilet rooms as stated in details.

If you have any questions on this Bid Information Letter please contact Dave Puls at 312.327.2870.

Sincerely,

Adam Dell

Turner Construction Company

312-327-2917 (office)

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G0.7	G0.7	LIGHT AND VENT SCHEDULE	DD	C			100% Construction Document
G1.0	G1.0	LIFE SAFETY GENERAL NOTES AND CALCULATIONS	DR	C			100% Construction Document
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A1.1	A1.1	LOWER LEVEL PLAN	DR	A	1/6/2010	7	100% Construction Documents
A1.1A	A1.1A	LOWER LEVEL - PARTIAL FLOOR PLAN A	DR	Α	1/6/2010	7	100% Construction Documents
A1.1B	A1.1B	LOWER LEVEL - PARTIAL FLOOR PLAN B	DR	Α	1/6/2010	7	100% Construction Documents
A1.2	A1.2	FIRST FLOOR PLAN	DR	Α	1/6/2010	7	100% Construction Documents
A1.2A	A1.2A	FIRST FLOOR - PARTIAL FLOOR PLAN A	DR	A	1/6/2010	7	100% Construction Documents
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A1.3	A1.3	SECOND FLOOR PLAN	DR	A	1/6/2010	7	100% Construction Documents
A1.3A	A1.3A	SECOND FLOOR- PARTIAL FLOOR PLAN A	DR	↓A	1/6/2010	7	100% Construction Documents
A1.3B	A1.3B	SECOND FLOOR- PARTIAL FLOOR PLAN 8	DR	I.A.	1/6/2010	7	100% Construction Documents
A1.4	A1.4	THIRD FLOOR PLAN	DR	I A	1/6/2010	7	100% Construction Documents
A1.4A	A1.4A	THIRD FLOOR- PARTIAL FLOOR PLAN A	DR	I A	1/6/2010	7	100% Construction Documents
A1.4B	A1.4B	THIRD FLOOR- PARTIAL FLOOR PLAN B	DR	A	1/6/2010	7	100% Construction Documents
A1.5	A1.5	ROOF PLANS	DR	I A	1/6/2010		100% Construction Documents
A1.5A	A1.5A	ROOF PLAN - PARTIAL LANDSCAPE PLAN A	DR	↓ <u>A</u>	1/6/2010	7	100% Construction Documents
A1.5A1	A1.5A1	ROOF PLAN - PARTIAL DRAINAGE PLAN A	DR	A	1/6/2010	7	100% Construction Documents
A1.5B	A1.5B	ROOF PLAN - PARTIAL LANDSCAPE PLAN B	DR	<u> </u>	1/6/2010	7	100% Construction Documents
A1.5B1	A1.5B1	ROOF PLAN - PARTIAL DRAINAGE PLAN B	DR	A	1/6/2010	7	100% Construction Documents
A1.5C	A1.5C	ROOF PLAN - PARTIAL FLOOR PLANS	DR	A_	1/6/2010	7	100% Construction Documents
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A2.0A	A2.0A	CEILING FINISH SCHEDULE AND TYPICAL CEILING	DR	A	1/6/2010	7	100% Construction Documents
A2.0B	A2.0B	DETAILS	DR	١,	1/8/2010	7	100% Construction December
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A2 1A	A2.1A	LOWER LEVEL- PARTIAL REFLECTED CEILING PLAN A	DR	۱,	1/6/2010	7	1009/ Construction Decuments
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A2.2B	A2.2B	FIRST FLOOR- PARTIAL REFLECTED CEILING PLAN B	DR	Â	1/6/2010	7	100% Construction Documents
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A2.4A	A2.4A	THIRD FLOOR- PARTIAL REFLECTED CEILING PLAN A	DR	A	1/6/2010	7	100% Construction Documents
A2.4B	A2.4B	THIRD FLOOR- PARTIAL REFLECTED CEILING PLAN B	DR	A	1/6/2010	7	100% Construction Documents
A2.5	A2.5	ROOF - REFLECTED CEILING PLAN	DR	Α	1/6/2010	7	100% Construction Documents
A2.6	A2.6	ENLARGED REFLECTED CEILING PLAN	DR	Α	1/6/2010	7	100% Construction Documents
A3.1	A3.1	BUILDING ELEVATIONS	DR	Α	1/6/2010	7	100% Construction Documents
A3.2	A3.2	BUILDING ELEVATIONS	DR	Α	1/6/2010	7	100% Construction Documents
A3.3	A3.3	BUILDING ELEVATIONS	DR	Α	1/6/2010	7	100% Construction Documents
A3.4	A3.4	BUILDING ELEVATIONS	DR	Α	1/6/2010	7	100% Construction Documents
A4.1	A4.1	BUILDING SECTIONS	DR	Α	1/6/2010	7	100% Construction Documents
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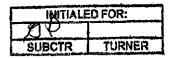
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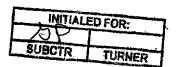
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3.3	53.3	CONCRETE SCHEDULES AND DETAILS	DR	S	1/6/2010	7	100% Construction Document	
4.0	S4.0	COLUMN AND BASE PLATE SCHEDULE	DR	S	1/6/2010	7	100% Construction Document	
4.1	S4.1	FRAMING SECTIONS AND DETAILS	DR DR	S	1/6/2010	7	100% Construction Document	
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E3.13	E3.13	ELECTRICAL SCHEDULES	DR	Ē		7	100% Construction Documents
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E4.0	E4.0	ELECTRICAL ONE-LINE RISER DIAGRAM	DR	TE		7	100% Construction Documents
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E4.3	E4.2 E4.3	LIGHTING CONTROLS WIRING DIAGRAMS	DR	E		7	100% Construction Documents
E4.4	E4.4	GROUNDING SYSTEM RISER DIAGRAM FIRE ALARM SYSTEM RISER DIAGRAM	DR	E		7	100% Construction Documents
E4.5	E4.5	RESCUE ASSISTANCE RISER DIAGRAM	DR	ΙE	1/6/2010	7	100% Construction Documents
E4.6	E4.6	INTERCOM SYSTEM RISER DIAGRAM	DR	ΨĒ	1/6/2010	7	100% Construction Documents
E4.7	E4.7	INTRUSION DETECTION SYSTEM RISER DIAGRAM	DR DR	E	1/6/2010 1/6/2010	7	100% Construction Documents
E4.8	E4.8	CLOCK SYSTEM RISER DIAGRAM	DR	ᅣ	1/6/2010	7	100% Construction Documents
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E5.5	E5.4	MDF POWER AND SYSTEM DETAILS VOICE AND DATA DISTRIBUTION DIAGRAM	DR	E	1/6/2010	v-2 7	100% Construction Documents
E5.6	E5.6	MDF POWER AND SYSTEM DETAILS	DR	E	1/6/2010	7	100% Construction Documents
E5.7	E5.7	MDF POWER AND SYSTEM DETAILS	DR DR	I E	1/6/2010	7	100% Construction Documents
E5.8	E5.8	MDF POWER AND SYSTEM DETAILS	DR	E	1/6/2010 1/6/2010	7	100% Construction Documents
E5.9	E5.9	MDF POWER AND SYSTEM DETAILS	DR	E	1/6/2010	7	100% Construction Documents
E5.10	E5.10	MDF POWER AND SYSTEM DETAILS	DR	Ē	1/6/2010	7	100% Construction Documents 100% Construction Documents
E6.1	E6.1	ELECTRICAL DETAILS	DR	E	1/6/2010	7	100% Construction Documents
E6.2	E6.2	ELECTRICAL DETAILS.	DR	E	1/6/2010	7	100% Construction Documents
E6.3 E6.4	E6.3 E6.4	ELECTRICAL DETAILS	DR	Е	1/6/2010	7	100% Construction Documents
E6.5	E6.5	ELECTRICAL DETAILS ELECTRICAL DETAILS	DR	E	1/6/2010	7	100% Construction Documents
E6.6	E6.6	ELECTRICAL DETAILS	DR	E	1/6/2010	7	100% Construction Documents
E6.7	E6.7	ELECTRICAL DETAILS	DR DR	E	1/6/2010	7	100% Construction Documents
E6.8	E6.8	ELECTRICAL DETAILS	DR	E	1/6/2010	7	100% Construction Documents
E6.9	E6.9	ELECTRICAL DETAILS	DR	E	1/6/2010 1/6/2010	7	100% Construction Documents
E7.0A	E7.0A	PARKING LEVEL GENERAL LIGHTING ILLUMINANCE PLAN A	DR	E	1/6/2010	7	100% Construction Documents 100% Construction Documents
E7.0B	E7.0B	PARKING LEVEL GENERAL LIGHTING ILLUMINANCE PLAN B	DR	Ę	1/6/2010	7	100% Construction Documents
E7.1A E7.1B	E7.1A E7.1B	FIRST FLOOR LIGHTING ILLUMINANCE PLAN A	DR	E	1/6/2010	7	100% Construction Documents
	E7.18 E7.2A	FIRST FLOOR LIGHTING ILLUMINANCE PLAN B SECOND FLOOR LIGHTING ILLUMINANCE PLAN A	DR	Ε.	1/6/2010	7	100% Construction Documents
	E7.2B	SECOND FLOOR LIGHTING ILLUMINANCE PLAN B	DR	E	1/6/2010	7	100% Construction Documents
E7.3A	E7.3A	THIRD FLOOR LIGHTING ILLUMINANCE PLAN A	DR DR	E	1/6/2010		100% Construction Documents
	E7.38	THIRD FLOOR LIGHTING ILLUMINANCE PLAN B	DR DR	E	1/6/2010	7	100% Construction Documents
	E7.4A	ROOF LEVEL GENERAL LIGHTING ILLUMINANCE LEVELS PLAN A	DR	E	1/6/2010 1/6/2010		100% Construction Documents 100% Construction Documents
	F7 45	ROOF LEVEL GENERAL LIGHTING ILLUMINANCE			 		
	E7.4B	LEVELS PLAN B	DR	Ε	1/6/2010	7	100% Construction Documents
E7.5	E7.5	SITE GENERAL LIGHTING ILLUMINANCE LEVELS	DR	E	1/6/2010	7	100% Construction Documents
E9 1A	E8 14	FIRST FLOOR EMERGENCY LIGHTING ILLUMINANCE					
	E8.1A E8.1B	PLAN A FIRST FLOOR EMERGENCY LIGHTING ILLUMINANCE	DR	Ē	1/6/2010	7	100% Construction Documents
	E8.1B	PLAN B SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN A	DR	E	1/6/2010	7	100% Construction Documents
E8.2A	E8.2A	FLANA	DR I	E	1/6/2010		100% Construction Documents



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E3.28 E3.2	(Marty Every 2)	a bi		0.5	D) To	B. N. Assil		
E3.38 SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE DR 1.092/10 7 100% Construction Documents Flank					ile lie	reconstant	2.6	
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E8.38			THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE					
E8.36	E8.3A	E8.3A	PLAN A	DR	E	1/6/2010	7	100% Construction Documents
E8.38			THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE					
E8.4A	E8 3B	E8 3B	N Control of the Cont	DR	E	1/6/2010	7	100% Construction Documents
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IS. 08			PLAN B					
IS.14	LS.0A	LS.0A	PARKING LEVEL LIFE SAFETY LIGHTING PLAN A					
1.5.16	LS.0B	LS.0B	PARKING LEVEL LIFE SAFETY LIGHTING PLAN B					
IS. 18	LS.1A	LS.1A	FIRST FLOOR LIFE SAFETY LIGHTING PLAN A	DR	E			
IS.28		LS.1B	FIRST FLOOR LIFE SAFETY LIGHTING PLAN B	DR	E	1/6/2010		100% Construction Documents
IS.28			SECOND FLOOR LIFE SAFETY LIGHTING PLAN A	DR	E	1/6/2010	7	100% Construction Documents
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P0.1			PLUMBING SYMBOLS & ABBREVIATIONS	DR	P	1/6/2010		
Fig. 2a Pi.2a INDERGROUND PLUMBING PLAN A DR P 1/8/2010 7 100% Construction Documents Pi.0a				DR	Р	1/6/2010	7	100% Construction Documents
P7.26					P	1/6/2010	7	100% Construction Documents
P1-10.20								
P1-08			UNDERGROUND PLOWING PLAN D					
P1.18	P1.0A							
P1.18	P1.0B	P1.0B						
P1.18 F1.8T FIRST FLOOR PLUMBING PLAN A DR P 1/6/2010 7 100% Construction Documents P1.28 SECOND FLOOR PLUMBING PLAN B DR P 1/6/2010 7 100% Construction Documents P1.38 P1.34 THIRD FLOOR PLUMBING PLAN B DR P 1/6/2010 7 100% Construction Documents P1.38 P1.34 THIRD FLOOR PLUMBING PLAN B DR P 1/6/2010 7 100% Construction Documents P1.48 P1.48 ROOF PLUMBING PLAN B DR P 1/6/2010 7 100% Construction Documents P1.48 P1.48 ROOF PLUMBING PLAN B DR P 1/6/2010 7 100% Construction Documents P1.49 P1.58 UPPER ROOF PLUMBING PLAN B DR P 1/6/2010 7 100% Construction Documents P1.59 P1.59 P1.59 P1.59 P1.69	P1.1A	P1.1A	FIRST FLOOR PLUMBING PLAN A					
P1 2A		P1.1B	FIRST FLOOR PLUMBING PLAN B	DR	P	1/6/2010	7	100% Construction Documents
P1.28 SECOND FLOOR PLUMBING PLAN B				DR	Р	1/6/2010	7	100% Construction Documents
P1.3A			SECOND ELOOP PLUMBING PLAN B	DR	Р	1/6/2010	7	100% Construction Documents
P1.38			THIRD ELOOP DI LIMBING DI ANI A		P		7	
P1.48								
P1.48								
P1.58	P1.4A							
P1.58	P1.4B							
P2.0 P2.0 PLUMBING SCHEDULES DR P 1/6/2010 7 100% Construction Documents P2.1 P2	P1.5A	P1.5A	UPPER ROOF PLUMBING PLAN A					
P2.0 P2.0 PLUMBING SCHEDULES DR P 1/6/2010 7 100% Construction Documents P2.1 PLUMBING SCHEDULES DR P 1/6/2010 7 100% Construction Documents P3.0 PLUMBING DETAILS DR P 1/6/2010 7 100% Construction Documents P3.1 P2.1 PLUMBING DETAILS DR P 1/6/2010 7 100% Construction Documents P3.2 P3.2 PLUMBING DETAILS DR P 1/6/2010 7 100% Construction Documents P3.3 PLUMBING DETAILS DR P 1/6/2010 7 100% Construction Documents P3.3 PLUMBING DETAILS DR P 1/6/2010 7 100% Construction Documents P4.0 P4.0 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.0 P4.0 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.2 P4.2 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.3 P4.4 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.3 P4.4 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.5 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.5 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P4.5 PLUMBING RISER DIAGRAM DR P 1/6/2010 7 100% Construction Documents P5.1 P5.1 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.1 P5.1 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.2 P5.2 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.4 P5.4 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.5 P5.5 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.4 P5.4 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.5 P5.5 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Documents P5.4 P5.4 ENLARGED PLUMBING PLAN DR P 1/6/2010 7 100% Construction Docu	P1.5B	P1.58	UPPER ROOF PLUMBING PLAN B					
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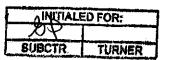
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		Special, Nonhazardous Special and Hazardous Waste Soil	SPEC	SPEC	1/6/2010	0	100% Construction Document
	02317	IRemoval and Disposal	SPEC	SPEC	1/6/2010	0	
	02318	Acceptance of Backfill, Top Soil, and CU Structural Soil	SPEC	SPEC	1/6/2010	0	100% Construction Document 100% Construction Document
	02464	Caissons	SPEC	SPEC	1/6/2010	0	100% Construction Document
	02513 02700	Portland Cement Concrete Paving Sewerage and Drainage	SPEC	SPEC	1/6/2010	0	100% Construction Document
2707 0	02707	Water Service		SPEC	1/6/2010	Ö	100% Construction Document
2730 0	02730	Permeable Interlocking Concrete Pavers (Deviation)		SPEC	1/6/2010	0	100% Construction Document
2792 0	02792	Playground Surface Systems	SPEC S	SPEC	1/6/2010 1/6/2010	0	100% Construction Document
2810 0	02810	Irrigation System	SPEC S		1/6/2010 1/6/2010	0	100% Construction Document
	02822	Ornamental Fence	SPEC S	SPEC	1/6/2010	U	100% Construction Documents 100% Construction Documents
	02834 (02860 (Decorative Fencing System and Playground Netting Outdoor Acquestical Panels (Deviation)	SPEC S	SPEC	1/6/2010	0	100% Construction Documents
		Outdoor Acoustical Panels (Deviation) Site Furnishings (Deviation	SPEC S	SPEC	1/6/2010	0	100% Construction Documents
2900 02)2900 I	Landscaping			1/6/2010	0	100% Construction Documents
	2901	CU Structural Soilfor Landscape			1/6/2010 1/6/2010	0	100% Construction Documents
	[1	Intensive Green Roof Landscaping02960 Green Trellis	SFEU -	با ا	1/6/2010	0	100% Construction Documents
2930 02 3300 03) <u>2930 </u>	System			1/6/2010	0	100% Construction Documents
	3300 C	Cast-in-place Concrete Plant-Precast Structural Concrete	SPEC S	SPEC	1/6/2010	0 '	100% Construction Documents
	35410 F	Plant-Precast Structural Concrete Cement-Based Underlayment	SPEC S	SPEC	1/6/2010	0 1	100% Construction Documents
4200 04	4200 L	Unit Masonry			1/6/2010	0 '	100% Construction Documents
1903 04	4903 C	Ornamental Stone Restoration and Cleaning			1/6/2010	0 1 1	100% Construction Documents
120 05	5120 S	Structural Steel			1/6/2010 1/6/2010	0 1	100% Construction Documents
311 05	5311 S	Steel Roof Deck			1/6/2010	0 1	100% Construction Documents
	5312 S	Steel Floor Deck	SPEC SF		1/6/2010		100% Construction Documents 100% Construction Documents
	5400 C	Cold-Formed Metal Framing Metal Fabrications	SPEC SF	SPEC 1	1/6/2010	0 1	100% Construction Documents
		Metal Fabrications Historic Treatment of Ornamental Motal Fancing	SPEC SF	SPEC 1	1/6/2010	0 1	100% Construction Documents
			SPEC SP	SPEC 1	1/6/2010	0 1	100% Construction Documents
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06400 06401	06400	Architectural Woodwork	SPEC SE	PEC 1/6/2010	A JAMANK	Z Direinion
06401 07131	06401 07131	Modular Casework (LEED)	SPEC SF	PEC 1/6/2010	יט דבי	100% Construction Docum
07141	07141	Self-Adhering Sheet Waterproofing (Deviation) Cold Fluid-Applied Waterproofing (Deviation)	SPEC SP	PEC 1/6/2010	0	100% Construction Docur 100% Construction Docur
07170	07170	Bentonite Waterproofing (Deviation)	SPEC SP	PEC 1/6/2010	Ŏ	100% Construction Docum
07190	07190	Water Repellents		PEC 1/6/2010	0	100% Construction Docum
07195 07210	07195	Fluid-Applied Membrage Air Barrier		PEC 1/6/2010 PEC 1/6/2010		100% Construction Docum
07215	07210 07215	Building Insulation	SPEC SP	PEC 1/6/2010	0	100% Construction Docum
07415	07415	Sprayed-On Thermal Insulation Composite Metal Panel System	SPEC SP	PEC 1/6/2010	0	100% Construction Docum 100% Construction Docum
07561	07561	Fluid-Applied Protected Membrane Roofing (Deviation)		PEC 1/6/2010	0	100% Construction Docum
07562	07562	Tvegetated Extensive Rooting (Deviation)	SPEC SPI		0	100% Construction Docum
07570 07620	07570	Traffic Coatings	SPEC SPE		0	100% Construction Docum
07700	07620 07700	Flashing and Sheet Metai Roof Accessories	SPEC SPE	PEC 1/6/2010	0	100% Construction Docum
07811	07811	Sprayed Fire-Resistive Materials	SPEC SPE	EC 1/6/2010	0	100% Construction Docum 100% Construction Docum
07841	07841	Through-Penetration Fireston Systems	SPEC SPE	EC 1/6/2010	0	1 100% Construction Docume
07842 07843	07842	Fire-Resistive Joint Systems	SPEC SPE		0	100% Construction Docume
07843 07900	07843	Perimeter Fire Containment Systems	SPEC SPE		0	100% Construction Docume
08110	107900	Joint Sealants Steel Doors and Frames	SPEC SPE	EQ 1/6/2010	0	100% Construction Docume 100% Construction Docume
08211	08211	Interior Flush Wood Doors	SPEC SPE	EQ 1/6/2010	0	100% Construction Docume
08290	08290	Wood Door Cleaning and Restoration (Deviation)	SPEC SPE	EC 1/6/2010	0	100% Construction Docume
08312 08333	100312	Access Doors and Frames	SPEC SPE		0	100% Construction Docume
	08333	Overhead Coiling Service Doors Sectional Overhead Doors	SPEC SPE		0	100% Construction Docume
08520	08520	Aluminum Windows (New)	SPEC SPE	C 1/6/2010	0	100% Construction Docume 100% Construction Docume
08660	08660	Interior Wire Mesh Window Guards	SPEC SPEC	C 1/6/2010	0	1 100% Construction Docume
08710	<u> 108710</u> 1	Door Hardware	SPEC SPEC	C 1/6/2010	0	100% Construction Document
	08716	Automatic Door Operators	SPEC SPEC		0	100% Construction Document
	08800 (08840 F	Glazing Plastic Glazing (Deviation)	SPEC SPEC	C 1/6/2010	0	100% Construction Documer
8910	08910 /	Aluminum Window Walls	SPEC SPEC	C 1/6/2010	0	100% Construction Documer 100% Construction Documer
8913	08913	Glazed Steel Curtain Walls	SPEC SPEC	C 1/6/2010	0	100% Construction Documer
9220	09220	Cement Plaster	SPEC SPEC	7.07	0	1 100% Construction Documen
	09260	Gypsum Board Systems	SPEC SPEC		0	100% Construction Documen
	09270 E	Drywall Shaft Systems Tile	SPEC SPEC	Q 1/6/2010	0	100% Construction Documen
9410 (09410 7	Terrazzo	SPEC SPEC	0 1/6/2010	0	100% Construction Documen 100% Construction Documen
9510	09510 A	Acoustical Ceilings (Deviation)	SPEC SPEC	1/6/2010	0	100% Construction Document
9545	[09545]L	Luminous Ceilings (Deviation)	SPEC SPEC	1/6/2010		100% Construction Document
	U9644 IV	Wood Gymnasium Floor	SPEC SPEC			100% Construction Document
9650 0	09648 W 09650 R	Wood Stage Floor Resilient Tile Flooring	SPEC SPEC			100% Construction Document
9678 0	09678 R	Resilient Wall Base	SPEC SPEC	1/6/2010	0	100% Construction Document 100% Construction Document
9681 0	09681 C	Carpet Tile	SPEC SPEC	1/6/2010	0	100% Construction Document
9841 0	09841 Ad	Acoustical Wall Panels	SPEC SPEC		<u> </u>	100% Construction Document
	<u>09910 LE</u>	EED Finish Painting	SPEC SPEC		0 1 '	100% Construction Documents
		Pavement Marking /isual Display Units	SPEC SPEC	1/6/2010	0 11	100% Construction Documents 100% Construction Documents
155 10	10155 To	oilet Compartments	SPEC SPEC	1/6/2010	0 1	100% Construction Documents
200 10	10200 Lo	ouvers	SPEC SPEC	1/6/2010		100% Construction Documents
	10351 Fia	lagpoles	SPEC SPEC	1/6/2010 1/6/2010	<u> </u>	100% Construction Documents
	10401 Pa 10425 M∈	Parking Signage	SPEC SPEC	1/6/2010	0 1	100% Construction Documents
		Metal Letters Exterior Signs	SPEC SPEC	1/6/2010		100% Construction Documents 100% Construction Documents
433 10	0433 Inte	nterior Signage	SPEC SPEC	1/6/2010	0 1	100% Construction Documents
434 10	0434 Ex	xterior Emergency Signs	SPEC SPEC	1/6/2010	0 1	100% Construction Documents
500 10	0500 Me	letal Lockers (Elementary School)	SPEC SPEC	1/6/2010	<u> </u>	100% Construction Documents
	0522 Fire	ire Extinguisher Cabinets and Accessories	SPEC SPEC	1/6/2010 1/6/2010	<u> </u>	100% Construction Documents
	0051 Op	perable Panel Partitions	SPEC SPEC	1/6/2010	<u> </u>	100% Construction Documents
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	1010 Mai	aintenance Equipment Supports (Deviation)	SPEC SPEC	1/6/2010	0 10	00% Construction Documents
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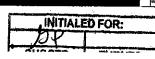
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11150	11150	Parking Access and Revenue Control System (PARCS)	SPEC				100% Construction Document
11161	11161	Recessed Dock Levelers	SPEC			0	100% Construction Document
11172	11172	Waste Compactors	SPEC			0	100% Construction Document
11400	11400	Food Service Equipment (Deviation)	SPEC			0	100% Construction Document
11482	11482	Scoreboards (Deviation)	SPEC			1 0	100% Construction Document
11491	11491	Gymnasium Equipment	SPEC			0	100% Construction Document 100% Construction Document
11620 12500	11620	Laboratory Sterilizers (Deviation)	SPEC			1 6	100% Construction Document
12503	12500	Window Treatment - Shades	SPEC			1 0	100% Construction Document
12660	12503 12660	Motorized Shades	SPEC	SPE	C 1/6/2010	0	100% Construction Documents
12680	12680	Telescoping Stands	SPEC			0	100% Construction Documents
13080	13080	Entrance Floor Mats (Deviation) Concrete Floating Floor (Deviation)	SPEC			0	100% Construction Documents
14210	14210	Electric Traction Elevators (Deviation)	SPEC	SPE		0	100% Construction Documents
14420	14420	WheelChair Lifts	SPEC	SPE		0	100% Construction Documents
15010	15010	General Provisions For Mechanical Work	SPEC	SPE		0	100% Construction Documents
15020	15020	Shop Drawings, Product Data and Samples	SPEC	SPE		0	100% Construction Documents
15050	15050	Basic Mechanical Materials and Methods	SPEC	SPE		0	100% Construction Documents
15051	15051	Miscellaneous Equipment and Work	SPEC SPEC	SPE		0	100% Construction Documents
15055	15055	Motors	SPEC	SPE		0	100% Construction Documents
15060	15060	Hangers and Supports	SPEC	SPEC		0	100% Construction Documents
15073	15073	Vibration Controls for Plumbing Piping and Equipment	SPEC	SPEC		0	100% Construction Documents
15074	15074	Vibration Controls For HVAC Piping and Equipment	SPEC	SPEC		0	100% Construction Documents
15076	15076	Identification For Plumbing Piping and Equipment	SPEC	SPEC		0	100% Construction Documents
15077	15077	Identification For HVAC Piping and Equipment	SPEC	SPEC		0	100% Construction Documents
15082	15082	Plumbing Insulation	SPEC	SPEC		0	100% Construction Documents 100% Construction Documents
15083 15110	15083	HVAC Insulation	SPEC	SPEC		0	100% Construction Documents
15124	15110 15124	Valves	SPEC	SPEC		ō	100% Construction Documents
15127	15127	Expansion Fittings and Loops or HVAC Piping	SPEC	SPEC	1/6/2010	0	100% Construction Documents
15140	15140	Meters and Gages For HVAC Piping Domestic Water Piping	SPEC	SPEC		0	100% Construction Documents
15145	15145	Domestic Water Piping Specialties		SPEC		0	100% Construction Documents
15150	15150	Sanitary Waste and Vent Piping	SPEC	SPEC		0	100% Construction Documents
15155	15155	Drainage Piping Specialties		SPEC		0	100% Construction Documents
5160	15160	Storm Drainage Piping		SPEC		0	100% Construction Documents
5181	15181	Hydronic Piping		SPEC SPEC		0	100% Construction Documents
5183	15183	Refrigerant Piping		SPEC		0	100% Construction Documents
5185	15185	Hydronic Pumps		SPEC		0	100% Construction Documents
5189	15189	HVAC Water Treatment		SPEC		-0	100% Construction Documents
5195	15195	Natural-Gas Piping		SPEC	1/6/2010	0	100% Construction Documents
5221	15221	Chemical-Waste Piping		SPEC	1/6/2010	0	100% Construction Documents 100% Construction Documents
5305 5320	15305	Fire-Suppression Piping		SPEC	1/6/2010	0	100% Construction Documents
5320 5410	15320	Electric-Drive, Centrifugal Fire Pumps	SPEC	SPEC	1/6/2010	0	100% Construction Documents
5441		Plumbing Fixtures		SPEC		0	100% Construction Documents
5444		Domestic Water Pumps Packaged Booster Pumps		SPEC	1/6/2010	0	100% Construction Documents
5445		Sewage Pumps		SPEC		0	100% Construction Documents
5446		Sump Pumps		SPEC	1/6/2010	0	100% Construction Documents
5486		Fuel-Fired Water Heaters	SPEC	SPEC	1/6/2010	0	100% Construction Documents
5513	15513	Condensing Boilers	SPEC		1/6/2010	0	100% Construction Documents
5550	15550	Breechings, Chimneys, and Stacks	SPEC S		1/6/2010	0	100% Construction Documents
626		Air-Cooled Scroll Water Chillers 130 Tons and Greater		SPEC	1/6/2010	0.	100% Construction Documents
5725	15725	Modular Indoor Air-Handling Units		SPEC	1/6/2010	0	100% Construction Documents
767	15767	Propeller Unit Heaters		SPEC	1/6/2010	0	100% Construction Documents
	15769	Radiant Heating Panels		SPEC	1/6/2010	0	100% Construction Documents
815	15815	Metal Ducts		PEC	1/6/2010	0	100% Construction Documents
		Duct Accessories		PEC	1/6/2010	0	100% Construction Documents
		Centrifugai Fans		PEC	1/6/2010	0	100% Construction Documents
	15840	Air Terminal Units		PEC	1/6/2010	0	100% Construction Documents
		Air Filters		PEC	1/6/2010	-	100% Construction Documents 100% Construction Documents
950	15950	Building Automation System (BAS) General Exhibits		PEC	1/6/2010	Ö	100% Construction Documents
	4005						
951	75951 E	BAS Basic Materials, Interface Devices, and Sensors				0	100% Construction Decuments
951 952	15951 E	BAS Basic Materials, Interface Devices, and Sensors BAS Operator Interfaces	SPEC S	PEC PEC	1/6/2010	0	100% Construction Documents
951 952 953	15951 E 15952 E 15953 E	BAS Basic Materials, Interface Devices, and Sensors	SPEC S	PEC			100% Construction Documents 100% Construction Documents 100% Construction Documents



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15955	15955	BAS Software and Programming Exhibits	<u>Бое ііу</u>	ne se	Dan Dan	Mark	C 0016H0H0H0
15958	15958	Sequence of Operation	SPEC		<u>- 4 1/8/2010</u>		100% Construction Document
15959	15959	BAS System Commissioning	SPEC		EQ 1/6/2010	0	100% Construction Document
15965	15965	Variable Frequency Controllers (Drives)	SPEC			0	1 100% Construction Documen
5990	15990	Testing, Adjusting, and Balancing	SPEC				100% Construction Documen
6010	16010	Basic Electrical Requirements	SPEC				100% Construction Document
6050	16050	Basic Electrical Materials and Methods	SPEC				100% Construction Document
6054	16054	Temporary Power and Communication Service	0.000				100% Construction Documen
16055	18055	Overcurrent Protective Device Coordination and Arc Flash	5, 25	- Dr L	1/0/2010	0	100% Construction Documen
16060	16055 16060	ISTUDY	SPEC	SPEC	1/6/2010	0	
6075	16075	Grounding and Bonding	SPEC	SPEC		1 6	190% Construction Documen
6120	16120	Electrical Identification	SPEC	SPEC	C 1/6/2010	1 0	100% Construction Documen
6130	16130	Conductors and Cables Raceways and Boxes	SPEC	SPEC		1 0	100% Construction Document
6140	16140	Raceways and Boxes Wiring Devices	SPEC	SPEC	C 1/6/2010	1 0	100% Construction Document
6145	16145	Lighting Control Devices	SPEC	SPEC	C 1/6/2010	0	100% Construction Document 100% Construction Document
6190	16190	Lighting Control Devices Hangers and Supports For Electrical Systems	SPEC	SPEC	1/6/2010	0	100% Construction Document 100% Construction Document
6240	16240	Photovoltaic Power System	SPEC	SPEC	1/6/2010	0	100% Construction Document
6264	16264	Static Uninterruptible Power Supply	SPEC	SPEC	1/6/2010	0	1 100% Construction Document
3289	16289	Transient Voltage Suppression		SPEC	1/6/2010	0	100% Construction Document
3410	16410	Enclosed Switches and Circuit Breakers	SPEC	SPEC	1/6/2010	0	100% Construction Document
415	16415	Transfer Switches		SPEC		0	100% Construction Document
420	16420	Enclosed Controllers		SPEC	1	0	100% Construction Document
441	16441	Switchboards		SPEC		0	100% Construction Documents
442	16442	Panelboards		SPEC		0	100% Construction Documents
443	16443	Motor-Control Centers		SPEC		0	100% Construction Documents
461	16461	Low-Voltage Transformers		SPEC		0	100% Construction Documents
491 511	16491	Fuses		SPEC		0	100% Construction Documents
511 521	16511	Interior Lighting		SPEC		0	100% Construction Documents
521 555	16521	Exterior Lighting		SPEC		0	100% Construction Documents
555 571	16555	Stage Lighting		SPEC		0	1 100% Construction Documents
571 572	16571	Central Dimming Controls	SPEC S	SPEC		0 0	100% Construction Documents
572 621	16572 16621	Modular Dimming Controls	SPEC	SPEC	1/6/2010	0	1 100% Construction Documents
720	16621 16720	Packaged Natural Gas Generator	SPEC	SPEC	1/6/2010	0	100% Construction Documents
	16/20	Intrusion Detection System	SPEC S	SPEC	1/6/2010	0 1	100% Construction Documents
721 726		Fire Alarm System	SPEC S	SPEC	1/6/2010	0	100% Construction Documents
730	16730	Public Address and Music Equipment Clock Systems	SPEC S	SPEC	1/6/2010		100% Construction Documents
740		Telephone Service Entrance	SPEC S	SPEC	1/6/2010	0	100% Construction Documents 100% Construction Documents
		Assistive Listening Device Systems	SPEC S	SPEC	1/6/2010		100% Construction Documents 100% Construction Documents
		Emergency Call System	SPEC S	SPEC	1/6/2010	0	100% Construction Documents 100% Construction Documents
765	16765 F	Rescue Assistance Systems	SPEC S	SPEC	1/6/2010	U	100% Construction Documents
781	16781	CCT//Customers C	SPEC S	SPEC	1/6/2010		700% Construction Documents
950	16950	Testing	SPEC S	SPEC	1/6/2010	<u> </u>	100% Construction Documents
053	17053 li	Identification for Communications Systems	SPEC S	PEQ			_100% Construction Documents!
100	17100 C	Commissioning of Communications	SPEC S		1/6/2010	U	100% Construction Documents
200	17200 C	Communications General Requirements	SPEC SI	PEG	1/6/2010	0	100% Construction Documents
216	17216 C	Cabinets, Racks and Enclosures	SPEC SI		1/6/2010	<u> </u>	100% Construction Documents
231	17231 C	Copper Backbone Cabling			1/6/2010		100% Construction Documents
232	17232 C	Optical Fiber Backbone Cabling		SPEC	1/6/2010	<u> </u>	100% Construction Documents
250 1	17250 C	Communications Horizontal Cabling			1/6/2010	<u> </u>	100% Construction Documents
33 1	17333 D	Data Comm Wireless Access Points			1/6/2010		100% Construction Documents
23 1	17723 S	School Intercom and Program Equipment	SPEC SE	PEC	1/6/2010	<u> </u>	100% Construction Documents
		Media Management TV Content	SPEC SE		1/6/2010	<u> </u>	100% Construction Documents
			SPEC SF	PEC	1/6/2010	0 1	100% Construction Documents

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	♦ RFP Submission	◇-CM Interview	♦ PBC Board Meeting (CM Approvat)	Submittal Due for October 09 Brd Mtg	A Table Color of Speak and (Approve ERA)	Submittal Due for Nov '09 Board'	Crockey of Approve Site Util & Exc)	Calsach & Founding Permit	D. Committee	rostoria da	and the second	gazin (C.)	and the same of th	. St. State Science St.	a gan hadayaga			h _e whose	af gungberaa	Cerror Caisson Permit	Foundation Permit Submittal	Sullang Permit Submittal	line who wi	· Allender of		Sie Fencing	© Jobsite Trailers	# Sidewalk Canopy / Jersey Barriers							· Parkette	41.00		J w:	(Alexander)		Contractive and the second of
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PROJECT MILESTONES	RFP Submission	000020 CM Interview	COOCAS C. L. M. L. S. L. C.	000045 PBC Oct '09 Board Mio (Approve FR/Caissons)	000047 Submittal Due for Nov '09 Roard Mto	000048 PBC Nov '09 Board Mto (Approve Site I il & Exc.)	000105 Caisson & Foundation Permit Issued	000115 Building Permit Issued	000117 Certificate of Occupancy	000120 Substantial Completion	000125 Start of Classes (Fall 2011)	ial C	DESIGN & PRECONSTRUCTION	Design Schedule & Milestones			Permitting		000501 Caisean Permit	000505 Foundation Permit Sulhmittal		CONSTRUCTION	Mobilization		010000 Mobilize	010010 Site Fencing	010015 Jobsite Trailers	010020 Sidewalk Canopy / Jersey Barriers	Construction	*Environmental Abatement	The second state of the se	*Comomon		+carthickention		EEKCAVADON			+60mg-e4		STATE OF THE STATE



Turner Construction Company Ogden Replacement Elementary School

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Turner Construction Company Ogden Replacement Elementary School

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Bids Due: February 19, 2010 @ 10:00AM CST

SUBCONTRACTOR BID FORM

A. INSTRUCTIONS FOR BID PREPARATION AND BID DOCUMENT CHECKLIST

- 1. Two (2) originals of this Subcontractor Bid Form shall be prepared with original signatures and notarizations wherever required submitted in a sealed envelope.
- 2. All bids must be submitted on forms supplied by the Construction Manager and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the Subcontractor Bid Form or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the Subcontractor Bid Form.
- 4. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from this Subcontractor Bid Form.
- 5. Two (2) originals of the following documents are required to be submitted with the Subcontractor Bid Form. Blank copies of the documents can be found in Exhibit 1 of the Procedures Manual. Please ensure that you have completed and attached the forms listed below and indicate such by placing a "✓" next to each item:
 a. X Subcontractor Bid Form
 b. X Schedule 2 Affidavit of Non-Collusion
 - c. ____ Schedule B Joint Venture Affidavit (if applicable)

 d X Schedule C Letter of Intent from MPE/MPE To Porform As Sal
 - d. X Schedule C Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier
 - e. X Schedule D Affidavit of Prime Subcontractor Regarding MBE/WBE Participation.

 - h. X Proof of Ability to Provide Offsite Insurance
 - i. X Completed CCIP Form 1
- 6. The apparent low Bidder is required to submit a fully executed Schedule 8 Disclosure of Retained Parties within five (5) days after bid opening.

Page 1
INITIALED FOR:
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Ogden Elementary Replacement
School
24 W. Walton Street
Chicago, Illinois 60610
Project No. 1632400
Roofing, Page 2
February 17, 2010

SUBMITTED BY: Bennett & Brosseau Roofing, Inc. (Hereinafter called "Bidder")	February 17, 20
535 Anderson Drive (Street Address)	
Romeoville, IL 60446 (City, State and 2	Zip)
John Ziolkowski (Contact)	
John_Z@BennettandBrosseau.com_(Email)	
630-759-0009 (Area Code/Phon	ne #)
630-759-2288 (Fax Number)	
B. <u>LUMP SUM</u> Lump Sum for Roofing Work as defined by the Contract Documents in Requisition:	cluding the Roofing
Labor Hours included in Bid	6,500 hrs
TOTAL LUMP SUM BID (Excluding W/C & On-Site GL Insurance	e) \$_1,639,500.00
One Million Six Hundred Thirty Nine Thousand Five Hundred and 00/100 TOTAL LUMP SUM BID (WRITE OUT)	0
TOTAL AWARD CRITERIA (Line 15 from next page)	\$ <u>1,582,117.50</u>

Ogden Elementary Replacement
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Roofing, Page 3

February 17, 2010 <u>AWARD CRITERIA CALCULATION</u> (Description of Award Criteria Calculation can be found in Bid Procedure Manual, Section 6, Exhibit 1)

Line 1.	TOTAL LUMP SUM BID (from previous page), in figures	\$1,639,500.00
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)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	32,790.00
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)	0.50
Line 5.	Multiply Line 4 by Line 1 by 0.03	24,592.50
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)	0
Line 7.	Multiply Line 6 by Line 1 by 0.01	0
Line 8.	Percentage of total Journeyworker hours that the Subcontractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0
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)	0
Line 11.	Multiply Line 10 by Line 1 by 0.03	0
Line 12.	Percentage of the total Laborer hours that the Subcontractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	0
Line 13.	Multiply Line 12 by Line 1 by 0.01	0
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	57,382.50
Line 15.	Subtract Line 14 from Line 1 (= "Total Award Criteria")	1,582,117.50

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Project No. 1632400 Roofing, Page 4 February 17, 2010

C. MBE / WBE PARTICIPATION AND CHICAGO / COMMUNITY RESIDENCY **EMPLOYMENT**

Turner and the PBC are committed to a diversity program for this Project. Bidder commits to achieve maximum MBE/WBE participation in this work in accordance with Schedule 3 of the Project Manual and commits to the following aspirational goals for MBE/WBE participation on r

this contract. Note: Bidders must also sul Regarding MBE/WBE Participation with the contract of the contract o	bmit a Schedule D Affi cit h their bid .	davit of Prime Subcontracto
	Bidder Commitments	Trade Specific Goals
Minority Business Enterprise:	25%	25% participation
Women Business Enterprise:	5%	5% participation
This bid must include Chicago Residency Residency employment including 7.5% included in this bid. Please review section compliance.	Community Resident E	mployment is required to be
D. <u>ALTERNATES</u> :		
DELETE labor and material of Green Roof 07562, soil, plantings, etc) at top of library, override and roof access, top of stair #1 and A1.5C. Replace with aggregate river stone insulation. ALTERNATE NO. 2R: DELETE labor and material for Electric Ver Mapping and Water Detection System.	top of elevator l stair #3. Refer to ballast on top of DE ector Field	DUCT \$ 29,000.00 DUCT \$ 15,000.00
ALTERNATE NO. 3R: DELETE labor and material for roof rocks roof locations.		DUCT \$ 10,000.00
D. <u>SUPPLIERS/SUB-SUBCONTRACTORS:</u>		
Please provide a list of potential suppliers a	and sub-subcontractors.	
1. Garth Building Products & Services	6.	
2. E. E. Bailey Building Material & Supply	7.	
3. North Coast	8.	
4. Live Roof	9	
5. Great Lakes Nursery	10.	
T:\Chicago\PROJECTS\1632400 - Ogden\PURCHASING\Requisitions\07500 Roofing\07500 - REV 2 (bid form) ROOE\NC Onder	INITIALED FOR:	INITIALED

School Bid 02.17.10.doc

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Ogden Elementary Replacement
School
24 W. Walton Street
Chicago, Illinois 60610
Project No. 1632400
Roofing, Page 5
February 17, 2010

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.

1.	\$_	N/A	
2.	\$	N/A	

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. TRADE LABOR UNIONS UTILIZED IN THIS WORK

Provide a list of trade unions that will be employed for this Work:

1.	Roofers	4.	
2.	Sheet Metal Workers	5.	
3	Carpenters	6.	

H. LONG LEAD ITEMS

Provide a list of lead/delivery/fabrication times for any materials with a lead time greater than three weeks.

1. Plants	12/weeks	6	/weeks
2. Rubber Pavers	6/weeks	7.	/weeks
3	/weeks	8.	/weeks
4	/weeks	9.	/weeks
5	/weeks	10.	/weeks_

INITIALED FOR:

SUBCTR TURNER

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Ogden Elementary Replacement
School
24 W. Walton Street
Chicago, Illinois 60610
Project No. 1632400
Roofing, Page 6
February 17, 2010

I. BID INFORMATION LETTERS

The following Bid Information Letters were issued for this Work and must be included in the bid:

- Bid Information Letter No. 1 dated 02-12-2010
- Bid Information Letter No. 2 dated 02-16-2010
- Bid Information Letter No. 3 dated 02-17-2010

INITIALED FOR: INITIALED
SUBCTR TURNER

Ogden Elementary Replacement
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24 W. Walton Street
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Project No. 1632400
Roofing, Page 7
February 17, 2010

J. INSTRUCTIONS FOR BID EXECUTION

- 1. The Bidder must execute the Bid Form in two (2) original counterparts.
- 2. Bids must be submitted with original signatures in the space provided in Section K.2 "Acceptance of the Bid" section of this Bid Form
- 3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- 4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission and Construction Manager must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).
- 7. All proposals shall be valid for acceptance for a period of one hundred and twenty (120) calendar days.

INITIALED FOR:

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Ogden Elementary Replacement
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24 W. Walton Street
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Roofing, Page 8
February 17, 2010

K. BID EXECUTION

1. Subcontractor's Bid

The Subcontractor hereby acknowledges receipt of the Purchase Requisition for Bid Package **07500** and all Bid Information Letters indicated on this Bid Form.

Further, the Subcontractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Subcontract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the **Roofing** for THE OGDEN REPLACEMENT ELEMENTARY SCHOOL located at the Site designated as required by and in strict accordance with the Contract Documents for the Lump Sum Bid listed in the Purchase Requisition for Bid Package **07500**.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Purchase Requisition for Bid Package 07500, all of which shall be binding on the parties hereto.

Time is of the essence of this Subcontract. The Subcontractor agrees that it will commence the performance of the Work on the date set forth in the Subcontract issued by the Construction Manager and that it will complete the Work within the time set forth.

The Lump Sum Bid listed on the Bid Form, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Subcontractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract Documents.

Payment for the Work will be made in the manner set forth in the Subcontract Agreement.

The Subcontractor warrants that it has not employed any person to solicit or secure this Subcontract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Construction Manager or Commission the right to terminate the Subcontract or to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees all at its sole discretion. This warranty shall not apply to any commission payable by the Subcontractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Subcontractor for the purpose of securing business.

The Subcontractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance required by the Contract Documents.

INITIALED FOR:

INITIALED

Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 Project No. 1632400 Roofing, Page 9 February 17, 2010

2. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

CONTRACTING PARTY (Print or type nar	
Bennett & Brosseau Roofing, Inc.	535 Anderson Drive Romeoville, IL 60446
Subcontractor Name	Address
If a Corporation:	
By Vim Riamers	Dog at 1 and
Jaynes Brosseau	President
ATTEST:	Title of Signatory
By Nora M Enossecu	Secretary
Donna M. Brosseau	Title
CORPORATE SEAL	
f a Partnership:	
artner	Address
Partner	Address
	Address
artner	A.1.1
	Address
f a Sole Proprietorship:	
ignature	
OTARY PUBLIC ounty of Will	St. t C V
obscribed and sworn to before me on this day	State of IL
Au 1 1 1	9th
otary Public Signature	(SEAL)
ommission Expires: June 28, 2013	OFFICIAL SEAL SUE ANN M. FRITCH
	NOTARY PUBLIC, STATE OF ILLINOIS }
)PROJECTS\1632400 -	MY COMMISSION EXPIRES 6-28-2013
CHASING\Requisitions\07500	INTIALED FOR: INITIALE
RCHASING\Requisitions\07500 500 - REV 2 (bid form) ROOFING Ogden 02.17.10.doc	INITIALED FOR: INIT

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Ogden Elementary Replacement
School
24 W. Walton Street
Chicago, Illinois 60610
Project No. 1632400
Roofing, Page 10
February 17, 2010

3. Corporate Resolution (if a Corporation)

I, the undersigned, DO HEREI	BY CERTIFY that the following is a complete, true and correct
copy of certain preambles and	resolutions of the board of directors of
Bennett & Brosseau Roofing, I	nc.
a corporation duly organized as	nd existing under the laws of the State of
Illinois ar	nd authorized to do business in the State of Illinois, which
resolutions were duly adopted a	at a duly called meeting of said board held on
August 22, 1979 , 2	a quorum being present, and are set forth in the minutes
of said meeting; that I am the l	keeper of the corporate seal and of the minutes and records of said
corporation; and that the said r	resolutions have not been rescinded or modified:
	abmitted a bid, dated February 19 , 20 10 to the
Public Building Commission of	f Chicago through its Construction Manager, for work under
Contract No. PS1668 of said Co	ommission;
NOW, THEREFORE, BE IT R	ESOLVED: That the president or vice president and the secretary
or assistant secretary of this cor	poration be, and they are hereby, authorized and directed to
execute contracts for and on bel	half of and under the name and seal of this corporation; and
BE IT FURTHER RESOLVED	: That the aforesaid officers of this corporation be, and they are
hereby, authorized and directed	to execute and deliver to the Commission, for and on behalf of
this corporation, such other and	all documents as may be necessary or pertinent to a contract, and
to do and perform any and all or	
I FURTHER CERTIFY that the	following-named persons are the officers of this corporation duly
qualified and now acting as such	h:
President:	James Brosseau
Vice President:	George Patterson
Secretary:	Donna M. Brosseau
Treasurer:	Donna M. Brosseau
Assistant Secretary:	
IN WITNESS WHEREOF, I ha	ve hereunto subscribed my name and affixed the seal of said
corporation, this 19th day	of <u>February</u> , 20 10.
Secretary (Secretary	<u>w</u>

END OF BID FORM

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Ogden Replacement Elementary School

SCHEDULE 2 - Amidavit Of Non-collusion
STATE OF ILLINOIS }
SS COUNTY OF COOK }
James Brosseau, being first duly sworn, deposes and says that:
(1) He/She is Owner
(Owner, Partner, Officer, Representative or Agent) of Bennett & Brosseau Roofing, 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 beer submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
(6) The Bidder is not barred from bidding as a result of having violated <i>Illinois Criminal Code</i> , 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the <i>Prevailing Wage Act</i> , 30 ILCS 570/0.01 through 570/7.
Jums Bloomsen
(Signed)
President (Title)
Subscribed and sworn to before me this 19th day of February 20 10
SueAnn Fritch
Project Assistant
(Title) My Commission expires: June 28, 2013 OFFICIAL SEAL SUE ANN M. FRITCH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-28-2013
INNUALED FOR:

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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	Takeda Pharmaceuti	U of I Main Library	Elmhurst Hospital	Parkland College	Los Alamos Ntl Lab	CHARLES - PLAN No Port Security (
Contract With	Power Construction	Middleton Assoc	Gilbane Building Co	IGW Architecture	Building Technologies	in againman
Estimated Completion Date	April, 2010	May, 2010	July, 2010	July, 2010	July, 2010	
Total Contract Price	\$863,700	\$1,002,200	\$5,515,700	\$1,543,000	\$1,353,358	- Benground (1) distant in prist miss via migratic and final size of the size
Uncompleted Dollar Value if Firm is the GC		\$539,970	and of the second second second second second	\$1,160,640		Apprel 1986 (1985) (1985) And (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986) (1986)
Uncompleted Dollar Value if Firm is a Subcontractor	\$770,646		\$2,029,670		\$1,353,358	
and the second s			TOTAL	VALUE OF A	LL WORK	Continued Next Page

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.

Solie by the blader. If no	1	2	. 3	4	Awards Pending	TOTALS
Earthwork		,		· · · ·		
Demolition			And the state of t		-	D Wildelington groups at the players at the
Sewer and Drain			The second secon		The second secon	o Chron trabagampanganga administrativa trongen yan sanggagaan.
Foundation	-					ter - Americania de Cultuylik, 1964 e gels americani de de And
Painting						
Struct. Steel (Bldg Const.)						AM keralinan saman samah dagi sejelah-sah-sah-sah-sah-sah-sah-sah da
Ornamental Steel (Bldg Construction)			ether helm (av			dal Phodain e ry myseget y H. 194564 (A. Phodaica e de bongse pung
Miscellaneous Concrete		and the second	of and braver of proposition (NASSES SEACH to PSNus) has do not game an		***************************************	PHENOMEN AND A PROPERTY OF THE PROPERTY SHOUTH AND STREET AND STREET, AND STREET, AND STREET, AND STREET, AND S
Fireproofing			### (MEMER) (голозили вели почи попри бурову, и и и и			MANAGORISH Alikhan usam mani mali 1941 yang ngkagi esada masan

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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	Willowbrook High School	Lurie Childrens Hospital				
Contract With	Bovis Lend Lease	M. A. Mortenson				
Estimated Completion Date	Aug, 2010	Dec, 2010				
Total Contract Price	\$721,700	\$1,960,094				- The standards of the standards of the forest of the standards.
Uncompleted Dollar Value if Firm is the GC			**************************************			\$1,700,610
Uncompleted Dollar Value if Firm is a Subcontractor	\$128,520	\$1,960,094				\$6,242,288
gheers are a second of the sec	, and the state of		TOTAL \	ALUE OF A	LL WORK	\$12,996,558

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			:			in the second se
Sewer and Drain		The state of the s		A CONTRACTOR OF THE CONTRACTOR		
Foundation						Clarifold And Andrews Pro. 1977 1 Proceedings - 1984 448 (Clay - 1974 - 1974)
Painting						ngelia. Pitt för att kva härligda præssen en sar a sena a vægend
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)			M IP IP MARSH (POWEŠÍ (P EP EM CHELLENS EN LÉMENS EN LÉMENTE
Miscellaneous Concrete						PARTET MENNYALISENSA PERSAMPARA PERSAMPARA PERSAMPARA PERSAMPARA PERSAMPARA PERSAMPARA PERSAMPARA PERSAMPARA P
Fireproofing			The state of the s			MATERIAL STATE OF THE CONTROL PROPERTY AND A MATERIAL STATE OF THE STA

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Ogden Replacement Elementary School

	1	2	3	4	Awards Pending	TOTALS
Masonry				-		***
H.V.A.C.	:	The state of the s	The second secon	, <u>, į</u>		:
Mechanical		The depth of the second of the		T		
Electrical			<u> </u>	NOTATION .		5
Plumbing			A. C.			
Roofing & Sheet Metal	\$770,646	\$539,970	\$2,029,670	\$1,160,640	\$1,353,358	Continued
Flooring & Tile Work	· · · · · · · · · · · · · · · · · · ·	- 	A Section 1. Or Security of the Wilderstein Confession of the Wild	<u></u>		Next Page
Drywall & Plaster Work			The second secon	<u>;</u>	-	A CONTRACTOR OF PROPERTY ASSESSMENT OF THE PROPE
Ceiling Construction					-	A the case of the
Hollow Metal & Hardware			And the second s		t de della compa	Communication of the appropriate Ashing-Company Maridian in Appropriate Conference on the Conference o
Glazing & Caulking	-	el per a de la companya de la compan	-		Property of the state of the st	
Miscellaneous Arch. Work		The state of the s	Towns and the second se		· · ·	
Landscaping	3.0	The state of the s				
Fencing	The state of the s	100 mm				and a subjective of the subjec
Others (List)			To the state of th			mamush had ban samagad da muusuu ka migabayan aa san aa sad dad samaa
				trail Description	The state of the s	
	The state of the s			Itti jata-e antiqua	4	deren in the first terminal company and the second of the
	Windows and			4	THE STATE OF THE S	Attended A to The Control of the Con
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	and the con-			nur dig		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
OTALS				ļ.		

C. Work Subcontracted to Others

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PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

	1	2	3	4	Awards Pending	TOTALS
Masonry			;			
H.V.A.C.		:	*		· · · · · · · · · · · · · · · · · · ·	- - - -
Mechanical		:	5			
Electrical						
Plumbing	de de la constant de	The state of the s		Will see a second secon	P C - La	
Roofing & Sheet Metal	\$128,520	\$1,960,094	5 The Section of the	100		\$7,942,89
Flooring & Tile Work		[:			The state of the s
Drywall & Plaster Work		de en constante de la constant	*		<u> </u>	
Ceiling Construction		***************************************		1	1	
Hollow Metal & Hardware				-	- 5 	
Glazing & Caulking	8					
Miscellaneous Arch. Work				The state of the s		
Landscaping	The second secon				district of the state of the st	
Fencing	W VIII) - BETT AND	and the second s			The state of the s	
Others (List)			THE CHARLES	The state of the s		Parameter - 11 - 11 - 11 - 11 - 11 - 11 - 11 -
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	of the state of th			Mark All		Commission
		Brown - May's data			The same lawyers and the same lawyers are same lawyers.	Politica Distriction of
	Branker	MALE I		The second secon		
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	The state of the s	t in the state of			Addition to the control of the contr	The second section of the sect
	a Company		To make the state of the state		Marie 11 and 12 and 13 and 14 and 15	The second secon
	· · · · · · · · · · · · · · · · · · ·		To a contract of the contract	To a state of the	Indiana.	
TOTALS	\$899,166	\$2,500,064	\$2,029,670	\$1,160,640	\$1,353,358	\$7,942,898

C. Work Subcontracted to Others

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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	None	None	None	None	None
Type of Work	1 1 1			a de la companya de l	
Subcontract Price			÷		2
Amount Uncompleted	- Aller		E		1400-17
Subcontractor	- Parties - Carrier - Carr	Sharm		and the same of th	7
Type of Work	1		····		
Subcontract Price	-		_	È.	A Deliver to the second
Amount Uncompleted					
Subcontractor		Babbanasi		1014-449-9444	
Type of Work		- PHG		£ 5	-
Subcontract Price	-	o ideal ro	: :	<u>.</u>	
Amount Uncompleted			5.	The state of the s	, , , , , , , , , , , , , , , , , , ,
Subcontractor				Manager and	Authin
Type of Work	:	No.		1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Subcontract Price		s		_	
Amount Uncompleted		11			
Subcontractor		The state of the s			of the second se
Type of Work	-	2	:		2
Subcontract Price	5	Pyrelenn.	<u>.</u>		
Amount Uncompleted	The second secon			The state of the s	ATT STATE OF THE S
Subcontractor		he-vice-head			
Type of Work	Complete of the Complete of th	and the same of th	: :	7	
Subcontract Price		ug junginanni.	=		
Amount Uncompleted	The second secon	ordit- omnibus			
TOTAL Uncompleted	None	None	None	None	None

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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
Subcontractor	None	None	1	and the state of t	Pending
Type of Work	-				
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ubcontract Price			-		1
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OTAL Uncompleted	None	None	None	None	None

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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.

Sures Essancel	February 19, 2010
Signature	Date
James Brosseau	President
Name (Type or Print)	Title
Bennett & Brosseau Roofing, Inc.	
Bidder Name 535 Anderson Drive	
Address	
Romeoville, IL 60446	
City State Zip	
Subscribed and sworn to before me	
this 19th day of February	, 20 <u>_10</u>
Sent Fatt	(SEAL)
Notary Public SueAnn Fritch	OFFICIAL SEAL
Commission expires: June 28, 2013	SUE ANN M. FRITCH NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARISSION EXPIRES 6-28-2013

Ogden Replacement Elementary School

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

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

Name of Project: Ogden Elementary Replacement School
Project Number: 1632400
FROM:
Garth Building Products & Services Corp MBE X WBE (Name of MBE or WBE)
то:
Bennett & Brosseau Roofing, Inc. and Public Building Commission of Chicago (Name of General Bidder)
The undersigned intends to perform work in connection with the above-referenced project a (check one):
a Sole Proprietor X a Corporationa Partnershipa Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated In addition, in the case where the undersigned is 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 followin described goods in connection with the above-named project. Material Supplier
The above-described services or goods are offered for the following price, with terms of paymer as stipulated in the Contract Documents. None

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Ogden Replacement Elementary School

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

For any of the above items that are particularly subcontract dollar amount: NA	rtial pay items, specifically describe the work and
If more space is needed to fully describe to payment schedule, attach additional sheet(s)	he MBE/VVBE firm's proposed scope of work and/or
SUB-SUBCONTRACTING LEVELS 0 % of the dollar value of the MBE/contractors.	WBE subcontract will be sublet to non-MBE/WBE
25 % of the dollar value of the ME contractors.	BE/WBE subcontract will be subjet to MBE/WBE
the MBE/WBE subcontractor's scope of work the work to be sublet must be provided. The undersigned will enter into a formal Subcontractor or Commission, conditioned Building Commission of Chicago, and will do of Contract award from the Commission.	p-subcontracting any of the work described in this ank above. If more than 10% percent of the value of will be sublet, a brief explanation and description of agreement for the above work with the Prime upon its execution of a contract with the Public so within five (5) working days of receipt of a notice
By:	2 all s.
Garth Building Products & Services Corp	Caral of lanks
Name of MBE/WBE Firm (Print) February 15, 2010	Signature CAROL GARTH
Date	Name (Print)
708-757-5455 Phone	
IF APPLICABLE: By:	
Not Applicable	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	MBE WBE Non-MBE/WBE

INITIALE	D FOR:
HP	
SUBCTR	TURNER





From: To:

City of Chicago

Garth Building Products Services

Carol Garth

Date:

1/13/2010 4:13:00 PM

Fax:

Phone:

(708) 757~5462 (708) 757~5733

Carol Garth
Garth Building Products Services
2741 E. 223rd StreetChloago Heights, IL 80411-5133

Dear Carol Garth:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Garth Building Products Services a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Garth Building Products Services will be due on June 30, 2010.

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

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott

Acting Managing Deputy

City of Chicago Office of Compliance

INITIALED FOR:
SUBCTR TURNER

Ogden Replacement Elementary School

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

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

Name of Project: Ogden Elementary Replacement School		
Project Number: 1632400		
FROM:		
E. E. Bailey Building Material & Supplies, Inc. (Name of MBE or WBE)	MBE	WBE X
TO:		
Bennett & Brosseau Roofing, Inc. (Name of General Bidder)	_ and Public Building Com	nmission of Chicago
The undersigned intends to perform work in (check one):	connection with the abo	ve-referenced project a
a Sole Proprietor	X X	_ a Corporation
a Partnership		_a Joint Venture
The MBE/WBE status of the undersigned is dated <u>September 25, 2009</u> . In a Joint Venture with a non-MBE/WBE firm, a Sch	iddition, in the case whe	ere the undersigned is a
The undersigned is prepared to provide the fold described goods in connection with the above-n Material Supplier	lowing described service amed project.	s or supply the following
The above-described services or goods are offe as stipulated in the Contract Documents. None	ered for the following price	e, with terms of payment

INITIALED FOR:

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 subcontract dollar amount: N/A	pay items, specifically describe the work and
If more space is needed to fully describe the payment schedule, attach additional sheet(s).	MBE/WBE firm's proposed scope of work and/or
contractors. 0 % of the dollar value of the MBE/contractors. if MBE/WBE subcontractor will not be sub-subschedule, a zero (0) must be filled in each blanthe MBE/WBE subcontractor's scope of work with the work to be sublet must be provided. The undersigned will enter into a formal a subcontractor or Commission, conditioned up	BE subcontract will be sublet to non-MBE/WBE WBE subcontract will be sublet to MBE/WBE ubcontracting any of the work described in this k above. If more than 10% percent of the value of ill be sublet, a brief explanation and description of greement for the above work with the Prime con its execution of a contract with the Public within five (5) working days of receipt of a notice Signature EOO E POICE Name (Print)
F APPLICABLE: 3y:	
Not Applicable	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
NL	



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Jamie L. Rhee Chief Procurement Officer

City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-4900 (312) 744-0010 (FAX) (312) 744-2949 (TTY) http://www.eityoftbicago.org Septemb 25, 2009

Edna E. Balley, President

E.E. Balley Building Material & Supplies, Inc.

741 West 115th Street

Chicago, Illinois 60628

Annual Certificate Expires: Vendor Number:

July 1, 2010 1030552

Dear Mrs. Bailey:

Congratulations on your continued eligibility for certification as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until July 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by July 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:

Supplier of Construction Materials, Supplies and Equipment; Masonry, Concrete, HVAC Supplies; Windows, Fire Extinguishers, Doors, Glass; Cement Mix, Ready Mix Mortar, Crushed Stones, Bricks, Paint, Environmental Materials (Lead Abatement), Steel; Pool Equipment; Drywall; Carpet, Aluminum Siding, Cabinetry, Millwork, Plumbing Equipment, and general Hardware

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

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

Sincerely.

Mark Hands

Managing Deputy Procurement Officer

MH/ds

WORKS.

INITIALED FOR:		
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Ogden Replacement Elementary School

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

TO BE FILLED OUT BY PRIME SUBCONTRACTOR

Name of Project: Ogden Elementary Replacement School, Project No. 1632400
STATE OF ILLINOIS } }SS COUNTY OF COOK }
In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the President
Title and duly authorized representative of Bennett & Brosseau Roofing, Inc.
Name of General Contractor whose address is 535 Anderson Drive
in the City of Romeoville , State of Illinois and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (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
Garth Building Products	Material Supplier	\$ 424,300.00	s
E. E. Bailey Building Material	Material Supplier	\$	\$ 86,425.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Net MBE/WBE Credit	\$ 424,300.00	\$ 86,425.00
	Percent of Total Base Bid	25.87 %	5.27 %

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

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Ogden Replacement Elementary School

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/contractors.	WBE <u>subcontract</u> will be sublet to non-MBE/WBE
_30 % of the dollar value of the MBE/WBE	subcontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub Schedule, a zero (0) must be filled in each bla	-subcontracting any of the work described in this nk above.
If more than 10% of the value of the MBE/WB explanation and description of the work to be s	E subcontractor's scope of work will be sublet, a brief sublet must be provided.
MBE/WBE firms, conditioned upon performal	ement for the above work with the above-referenced nce as Prime Sub-Contractor of a Contract with the siness days of receipt of a notice of Contract award
Ву:	
Bennett & Brosseau Roofing, Inc. Name of Prime Sub-Contractor (Print) February 19, 2010 Date 630-759-0009	Signature James Brosseau Name (Print)
Phone	
IF APPLICABLE:	
By:	
Not Applicable	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone/FAX	MBE WBE Non-MBE/WBE

INITIALED FOR:

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 07500 - Roofing Bennett & Brosseau Roofing, Inc.

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

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

INITIALED: SUBCTR TURNER Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 07500 - Roofing Bennett & Brosseau Roofing, Inc.

✓ Ogden Replacement Elementary School's Procedures Manual dated December 17, 2009

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

INITIALED:

| No. |
| SUBCTR | TURNER

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 07500 - Roofing Bennett & Brosseau Roofing, 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.

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>	Sublet Work
Additions:	10%	10%	05%
Ommissions:	10%	10%	05%

TIME & MATERIAL:

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

Maximum % for Overhead & Profit Labor Material Sublet Wo

Additions:

<u>Labor</u> <u>Material</u> <u>Sublet Work</u> 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

- 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

- 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.

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EXHIBIT 1 - SAMPLE ENROLLED Subcontractor Certificate of Insurance

AC	ORDØ CERTI	FICATE OF INSURA	NCE	ing and the second of the seco	ISSUE DATE: CURRE	NT DATE									
PRODUCER Insurance Agent's Name And Address TELEPHONE # INSURED			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGE COMPANY A INSURANCE CARRIER LETTER												
								Subcontractor's Name and Address Sample Certificate for <u>Enrolled Parties</u>		COMPANY B LETTER COMPANY C LETTER					
COV	ERAGES		All the regions of the section of th												
IND	S IS TO CERTIFY THAT THE POLICIES ICATED, NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY F LUSIONS AND CONDITIONS OF SUC	EQUIREMENT, TERM OF PERTAIN. THE INSURA	R CONDITION OF A NCE AFFORDED BY	NY CONTRACT OI 7 THE POLICIES D	R OTHER DOCUMENT WITH RESPE ESCRIBED HEREIN IS SUBJECT TO	CT TO WHICH THIS									
CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS										
A	GENERAL LIABILITY COMMERCIAL GEN. LIABILITY CI CLAIMS MADE © OCCUR. OWNER'S & CONTRACTOR'S PROT. PER PROJECT AGGREGATE ENDORSEMENT	Policy Number			GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)	Umits as Stipulated in Turners contract with the Prime Subcontractor, or as otherwise instructed by Turner. If no indication is given, then the minimum required limits are \$5,000,000									
А	AUTOMOBILE LIABILITY ME ANY AUTO I ALL OWNED AUTOS II SCHEDULED AUTOS ME HIRED AUTOS MON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$1,000,000 (Except in the State of New York - \$2,000,000)									
Α	EXCESS LIABILITY BY UMBRELLA OTHER THAN UMBRELLA FORM	Policy Number			EACH OCCURRENCE AGGREGATE	Limits as Stipulated In Turners contract with the Prime Subcontractor, or as otherwise instructed by Turner. If no indication is given, then the minimum required limits are \$5,000,000 (\$10,000,000 in New York State)									
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS @ <u>/Project State!</u> (Each accident) (Disease-policy firrit) (Disease-each employee)	\$1,000,000 \$1,000,000 \$1,000,000									
A	OTHER: EQUIPMENT FLOATER	Policy Number			Limit equal to Full Coverage of Subcontractor's owned or rented machinery, equipment, tools, & temporary structures not designed to become a permanent part of the Work										
Cert and CER Publ City Con:	CRIPTION OF OPERATIONS/LOCATK ficate Holders are Additional Insureds or Excess/Umbrella Liability Policies. Walvatter Holder ic Building Commission of Chicago, Boa of Chicago, City of Chicago, The Turner struction Company, its officials, employed by owned Subsidiaries or parent organizates.	n a Primary and Non-conf rer of Subrogation in favoured of Education of the Corporation, Turner es and agents and any	tributing basis on the r of Certificate Holde CANCELLATION SHOULD ANY O EXPIRATION DA 30 DAYS WRITT FAILURE TO MA	General Liability (IS rs applies to all poli F THE ABOVE DES TE THEREOF, THI EN NOTICE TO THI L SUCH NOTICE	urner Construction Ogden Replaceme SO endorsement CG 20 10 11 85 or its cies. GL and WC coverage apply off-s SCRIBED POLICIES BE CANCELED E ISSUING COMPANY WILL ENDEA BE CERTIFICATE HOLDER NAMED 1 SHALL IMPOSE NO OBLIGATION O	s equivalent), Automobilitie. BEFORE THE VOR TO MAIL O THE LEFT. BUT									
	on Risk Services, Inc. Milwaukee Ave.		KIND UPON THE	- COMPANY, HS A	GENTS OR REPRESENTATIVES.										

> INITIALED FOR: TURNER SUBCTR

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