#### 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.** #05500 Miscellaneous & Ornamental Metals/Fencing/Stairs 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 Chicago Architectural Metals, 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	K day of MAY	, 2010, by:	
	Commission of Chicago		
	n Cabonargi e Director		
S			
State of Illinois County of Cook			
This instrument 2010 by Erin La of Chicago.	was ACKNOWLEDGED beforin Cabonargi, as Executive	ore me this $\underline{144h}$ day Director of the Public Build	of <u>/// ec /</u> ding Commission <i>∩</i>
;	OFFICIAL OFFI	Jairy C. Jac Notary Public	kson
	OFFICIAL SEAL DAISY L JACKSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 07/2012	7771	

AGREEMENT TO CONTRACT ASSIGNMENT **ASSIGNOR** Turner Construction Company By: Name: Stephen W. Fott Title Vice President & General Manager 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. "OFFICIAL SEAL" Cloria Castellano Notary Public - State Of Illinois y Commission Expires: 07/27/2010 CONTRACTOR Chicago Architectural Metals, Inc. By: Name: Title State of Illinois. County of Cook This instrument was acknowledged before me this day of by\_\_\_\_\_, as Notary Public "OFFICIAL SEAL"

Cloria Castellano Notary Public - State Of Illinois My Commission Expires: 07/27/2010 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 CHICAGO ARCHITECTURAL METALS, INC., an Illinois Corporation with office located at 4619 North Ravenswood Avenue, Chicago, Illinois 60640 (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 MISCELLANEOUS METALS (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, SIX (6) 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

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

# Time of Completion

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

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

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

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

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

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#### **Price**

Article IV. The sum to be paid by the PBC, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be EIGHT HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SIX AND 00/100 DOLLARS) (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

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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 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

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Extension of Time

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.

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

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

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

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

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

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#### **Dimensions**

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

## Shop Drawings

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

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

## Contiguous Work

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

# Interpretation of Plans and Specifications

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

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

### Change Orders, Additions and Deductions

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

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

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

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

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

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

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

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

Failure to Prosecute, etc.

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

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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. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, the PBC shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

# Taxes and Contributions

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

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

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

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

#### **Patents**

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

### Mechanics' Liens or Claims

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

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

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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.

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# 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,

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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.

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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).

\$3, 000,000 / Occurrence \$6,000,000 General Aggregate

A) The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. PBC shall have the right, without limitation, to reject any insurance company-selected by Subcontractor that has an A.M. Best rating of less than A or Standard and Peor'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 Subcontractor.

OR

- B) The above insurance coverages shall be provided through a consolidated insurance program arranged by Construction Manager as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms and conditions, and makes all representations and warranties, associated therewith. \$27,624.00 (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.

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 Contract Document) for its own self-performed work and any Excluded Party lower tior subcentracter (if applicable) to the consolidated incurance 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 tior subcentracters,

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the above insurance coverages shall be provided through a consolidated insurance program arranged by Construction Manager. \$N/A (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcentractor's Enrelled Party subcentractor(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 Subcentractor, make such payment by delivering the Insurance Cost (or the pertion 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 Subcentractor. Upon completion of the enrellment process in the consolidated insurance program, the Subcentractor's subcentractors will be provided-with-their-own individual-Werker's-Compensation Policy by the-consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of PBC and its designated Subcontractors. The subcontractors, by way of this Subcontractor, will incur a premium expense payable through PBC for such premium and subcentractors, through this Subcontractor, hereby commits to record these-cests as cutlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will-be-included in Applications-for-Payment-submitted-to-PBC, expensed-by-the-subcontractors, through this Subcontractor, and the premium paid by subcontractors through this Subcontractor and PBC, as outlined above.

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

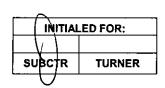
Before commencing the Work, the Subcontractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies satisfactory to PBC:

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

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

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

It is expressly agreed and understood by and between Subcontractor and PBC that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the PBC and Construction Manager and that any other insurance carried by the PBC and Construction Manager shall be excess of all other



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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.

NITIALED FOR:

# 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.

of 19

INITIALED FOR:

SUBCTR TURNER

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

By:		Anethon V-Someli - Pront Name and Title	By:	PUBLIC BUILI	and Mary Chairberson	Taley	IICAGO
ву:	In the P	resence of; (Witness)		Executive Direct Secretary  Approved as to	lSoh	ality:	
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. (		e No No., if any, for State or local State Sales Tax Registration	-	e Work is to be p	performed)		
FOR PB	C INTERNAL PU	RPOSES ONLY:	ONE-TIME CO	NTRACT		· · · · · · · · · · · · · · · · · · ·	
SUBCONT	RACTOR		OFFICE	JOB NAME			
CHICAGO ARCHITECTURAL METALS, INC. 4619 NORTH RAVENSWOOD AVENUE CHICAGO, ILLINOIS 60640		CHICAGO	OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS				
	ef description)		AWARD NO.	VENDOR NO.	CONTRACT NO.	CHANGE NO.	REF.
MISCELLANEOUS METALS		27	7AB4098	16324	000		
PHASE CO		DATE	BOND	W/C EXP.	GEN. LIAB. EXP.	AUTO EXP.	E & 0 EXP.
0550	0 05	MARCH 15, 2010	N/A	3/15/11	3/15/11	3/15/11	1/13/11
TOTAL	CONTRACT	VALUE: \$837,706.00			SAR: 🗱		AON NOA
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			Page 19 of 19		F	INITIALED	FOR:

#### **ADDITIONAL PROVISIONS**

# A. Miscellaneous Metals Work as described in the following documents:

- Purchase Requisition Rev 6 Bid Package 05500 Miscellaneous & Ornamental metals/ Fencing/ Stairs dated February 16, 2010 (8 pages attached).
- Turner Bid Information Letter #1 dated 12/11/2009 (1 page attached).
- Turner Bid Information Letter #2 dated 12/14/2009 (2 pages attached).
- Turner Bid Information Letter #3 dated 12/15/2009 (2 pages attached).
- Turner Bid Information Letter #4 dated 12/15/2009 (1 page attached).
- Turner Bid Information Letter #5 dated 02/08/2010 (1 page attached).
- Turner Bid Information Letter #6 dated 02/10/2010 (1 page attached).
- 8. Turner Bid Information Letter #7 dated 02/12/2010 (1 page attached).
- Turner Bid Information Letter #8 dated 02/16/2010 (2 pages attached).
- 10. Turner Bid Information Letter #9 dated 02/17/2010 (1 page attached).
- 11. Drawing List dated January 6, 2010 (12 pages attached).
- Project Schedule "Early Trade Schedule" Run Date September 11, 2009 (2 pages attached).
- 13. Turner Bid Form dated February 19, 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).
  - Schedule 4 Affidavit of Uncompleted Work (7 pages attached).
  - Schedule C Letter of Intent from MBE/ WBE to Perform as Subcontractor, Subconsultant, and/ or Material Supplier (7 pages attached).
  - d. Schedule D Affidavit of General Contractor/ Subcontractor Regarding MBE/ WBE Participation (2 pages attached).
- 15. 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
   17, 2009 (1 page Acknowledgement sheet attached).

NITIALED FOR:
SUBCTR TURNER

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

- 17. Ogden Replacement Elementary School's Project Site Specific Safety Plan (1 page Acknowledgement sheet attached).
- 18. Subcontractor's verified Aon Form 1a (to be attached thru a Subcontract Information Letter when verified by Aon).
- 19. Formula for Changes (1 page attached).
- 20. Phase I Environmental Site Assessment Report prepared by Bradburne, Briller & Johnson, LLC dated September 30, 2008.
- 21. Retention System Contractor Drawings ERS1.0, ERS2.0 and ERS3.0 dated October 26, 2009.

# B. Miscellaneous Metals 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 **Miscellaneous Metals** 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 Miscellaneous Metals Work as shown, detailed and/or implied in the contract documents outlined in Item A. above.

# C. The Scope of the Miscellaneous Metals Work specifically <u>excludes</u> the following:

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

SUBCITE TURNER

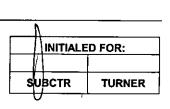
Page 2 of 6

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

- D. The Scope of the Miscellaneous Metals 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).
  - 3. Notwithstanding anything contained in the Agreement to the contrary, Subcontractor shall have the right to bill and be paid for its retainage to the extent allowed by the Owner in accordance with the General Contract.
  - 4. Safety:
    - Subcontractors whose contract value meets or exceeds \$10M (including Change Orders), must have a full time safety representative on site.
    - b. 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.
    - c. Subcontractors whose contract value is less than \$5M (including Change Orders), must have one (1) employee on site who is OSHA 30 hour trained.
  - 5. Subcontractor shall provide daily toolbox talks to discuss the upcoming events of the day. Signed by all subcontractor employees and subcontractor Superintendent, and submitted to Turner on a weekly basis.
  - 6. Subcontractor shall provide documented daily safety inspection by subcontractor Superintendent submitted to Turner on a weekly basis in addition to their Safety Director's inspection form.
  - 7. Subcontractor shall provide documented weekly inspection by an upper member of management outside of the project submitted to Turner on a weekly basis in addition to their Superintendent and Safety Director's inspections.
  - 8. Subcontractor shall provide job safety analysis (JSAs) completed on all critical tasks in writing and submitted to Turner for approval prior to the task commencing. Both the subcontractor and Turner staff shall determine critical tasks.
  - 9. Subcontractor shall provide weekly safety meetings by the subcontractor and their employees documented and submitted to Turner.

## 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.



OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS CONTRACT NO. 16324 05500 – MISCELLANEOUS METALS

ADDITIONAL PROVISIONS (Continued)

# 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 ninety percent (90%) to qualified minority business enterprises (MBE) and at least ten percent (10%) to a qualified women business enterprises (WBE). Upon committing to these Subcontractors/Vendors, further documentation including but not limited to Turner's MBE/WBE award affidavit will be required to substantiate the actual dollar amount and names of the companies involved.

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

# J. SHOP DRAWINGS

(Reference Procedures Manual for Subcontractors)

SUBCTR TURNER

**ADDITIONAL PROVISIONS (Continued)** 

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

The insurance coverages shall be provided through a consolidated insurance program arranged by Turner. \$27,624.00 (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its sub-subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to Turner as provided herein) when and as directed by Turner. Turner will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and Turner will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its sub-subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of Turner and its designated Subcontractors. The Subcontractor will incur a premium expense payable through Turner for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to Turner, expensed by the Subcontractor and the premium paid by Subcontractor through Turner, as outlined above.

Insurance is based on a Contractor Controlled Insurance Program (CCIP), which covers on-site Workers' Compensation and Commercial General Liability Insurance as described in the Contractor Controller Insurance Program Administrative and Claims Procedure Manual. The CCIP does not cover off-site Workers' Compensation, off-site General Liability, Auto Liability and Contractor Equipment Coverage. Subcontractors are required to provide a certificate of insurance that evidences their insurance policies for items not covered by the CCIP and lists the applicable additional insureds as follows: Turner Construction Company, Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago, and Chicago Transit Authority. (One (1) page Sample Certificate of Insurance attached).

#### L. E & O INSURANCE:

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

#### M. ALTERNATES

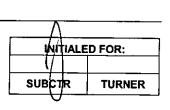
Alternates shall be complete for providing only the Work with no other credits. All alternate prices are to be priced as stand-alone alternates. Any number of alternates, or no alternates, may be accepted as part of this Work.

- 1. Reference attached Purchase Requisitions in Item A. 1 above.
- 2. Reference attached Subcontractor Bid Form, Section D.

#### N. ALLOWANCES

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

Reference attached Purchase Requisitions in Item A. 1 above.



OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS CONTRACT NO. 16324 05500 – MISCELLANEOUS METALS

**ADDITIONAL PROVISIONS (Continued)** 

# O. UNIT PRICES

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

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

- Reference attached Purchase Requisitions in Item A. 1 above.
- 2. 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** 

SUBCTR TURNER



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

February 16, 2010

# PURCHASE REQUISITION - REV 6 Bid Package 05500 Miscellaneous & Ornamental Metals/Fencing/Stairs

# 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 **Miscellaneous & Ornamental Metals/Fencing/Stairs** as shown, detailed, and/or implied by the following documents and as defined herein.

- A. 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 16, 2010.
- E. Specifically include all Division 1 specifications and the following specification sections:

#### **PRIMARY**

02822 - Ornamental Fence

02834 - Decorative Fencing System and Playground Netting

05500 - Metal Fabrications

05911 - Historic Treatment of Ornamental Fencing

07900 - Joint Sealants

09910 - LEED Finish Painting

11010 - Maintenance Equipment Supports

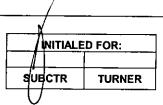
#### **SECONDARY**

05120 - Structural Steel

08333 - Overhead Coiling Service Doors

08360 - Sectional Overhead Doors

Page 1 of 8



10431 - Exterior Signage

10651 - Operable Panel Partitions

11062 - Stage Rigging

11161 - Recessed Dock Levelers

11491 - Gymnasium Equipment

14210 - Electric Traction Elevators

14420 - Wheel Chair Lifts

# 2. The Scope of the Miscellaneous & Ornamental Metals/Fencing/Stairs Work <u>includes</u>, but is not limited to, providing the following:

- A. The Miscellaneous & Ornamental Metals/Fencing/Stairs 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 layout from initial control points as required for elevations and building dimensions.
- C. Miscellaneous & Ornamental Metals/Fencing/Stairs to provide all necessary scaffolds and hoisting as required for the performance of this Work.
- D. This Contractor understands that all areas will not be available at one time. Multiple mobilizations will be required.
- E. All work to be installed by Union Ironworkers.
- F. Welding of all steel and metal components is to be done by portable welders.
- G. Steel items to be shop primed, where indicated. Field touch-up areas due to welding or damage from installation and shipping. Provide all shop primed steel per project specifications.
- H. Furnish and install all coal tar epoxy coatings for steel that is installed below grade as stated in Structural Drawings. Refer to 4/S2.4.
- Provide all necessary engineering and structural calculations as required for this Work.
   Engineering and calculations shall be completed and stamped by a State of Illinois Licensed Structural Engineer.
- J. Provide all hot dipped galvanizing of steel as required. Include field touch up areas due to welding or damage from installation and shipping. Touch up procedures to meet painting specification 09910 Section 2.4.B. Include both primer and two coats as indicated.
- K. Provide all stainless steel for material included in this scope of work.

INITIALED FOR:

- L. Include the following list of miscellaneous items to be included in the Miscellaneous Metals Scope of Work. The following list is not inclusive of all items that are to be included within the bid. It is the Miscellaneous Metals Contractor's reasonability to review the project specifications, drawings, and purchase requisition to provide a complete scope of work per the documents issued. The drawing and detail references are listed to help clarify a specific scope item and are not intended to be inclusive of all details related to that scope of work:
  - i. Furnish and install steel handrails, steel guardrails, and steel stairs, including stair landings, with steel picket rails with stainless steel grab rails and stainless wall rails as shown. Include special secondary stainless steel handrail as shown. Refer to A7.1.1; A7.1.2; A7.1.3; A7.1.4; A7.1.5; A7.2.1; A7.2.2; A7.2.3. Include all labor and material to install all preassembled, ornamental metal, and pan stairs as shown on the drawings. Included specified railings, platforms, finishes, etc. Include all engineering and calculations in accordance with the contract documents. Provide means in stair fabrication to make field adjustments for installation. Include installation of OSHA approved temporary handrails (metal stanchions and safety cables) immediately after install of stair riser. Include removal of temporary handrail and grinding down to acceptable finish prior to install of final finished handrail.
  - ii. Furnish and install guard rail, steel channel, and closure plate as shown on A13/A7.2.3.
  - iii. Furnish only non-slip abrasive inserts and stair noisings. Refer to A8/A7.1.4 and G14/A7.1.5
  - iv. Furnish and install elevator sill angles, hoist and divider beams, sump pit covers, and pit ladders. Coordinate with other trades for cut outs, openings, clearances, etc.
  - Furnish and install steel roof ladders with safety cages and platforms. Refer to A1/A6.5.1.
  - vi. Furnish only steel bollards embedded in concrete. Furnish and install steel bollards that are bolted and/or welded. Refer to 11/C5.0; A1/AS4.3.3; A5/AS4.3.3; A9/A14.2; G12/A14.3. Include furnish and install of bollards at loading dock attached to sheet piles. Refer to H12/A6.2.13.
  - vii. Furnish and install steel plates and angles at head and jamb details at overhead coiling doors. Refer to A1/A6.2.12; F12; A6.2.12; A8/A6.2.13
  - viii. Include labor and material for overhead partition supports. Refer to 11/S4.4; 12/S4.4.
  - ix. Furnish and install steel grating at area wells. Refer to 10/S2.5. Furnish embedded steel angles at area well grating to Concrete Contractor for installation.
  - x. Include labor and material to install all exterior handrails as shown on the contract drawings. Include coring and attachment as required. Handrails to be stainless steel.
  - xi. Furnish and install integrated lighted handrails. Refer to F1/AS4.1.1. Refer to Light Fixture C37 on E3.3 for further information for integrated lighted railing. Electrical Contractor to provide final electrical connections. Handrails to be stainless steel.
  - xii. Furnish and install steel plate, angles, and nelson studs at existing earth retention sheet piling. Include cutting of sheet piling and shimming to final elevation. Refer to 4/S2.4 and 5/S2.4.

INITIALED FOR:

- xiii. Furnish and install masonry wall clip angles at head of CMU walls. Refer to N9/A9.2, A13/A9.2 and 3/S4.3, 4/S4.3. All other CMU bracing details (i.e. 5/S4.3 by Structural Steel Contractor).
- xiv. Furnish and install all in-wall and concealed miscellaneous steel support angles and/or steel framing as shown on contract documents. Refer to A11/A6.2.3; A13/A6.2.5; A8/A6.2.7; A13/A6.2.7; A1/A6.3.1; A1/A6.2.6; J13/A6.3.3; A11/A6.4.1; A6.4.3; A9/A6.3.7.
- xv. Furnish and install garage signage support steel. Refer to A1/A14.1; A5/A14.1; A12/A14.3.
- xvi. Furnish and install pipe guards. Refer to A13/A14.2.
- xvii. Furnish and install all masonry shelf angles. Include coordination for final elevations and placement with Masonry Contractor. Provide provisions in order to meet requirements stated on General Notes. Refer to Building Elevation drawings and S6.1; S6.2; S6.3; S6.4. Include labor and material to install all masonry shelf angles (welded or bolted) including but not limited to 4/S4.8; 5/S4.8; 6/S4.8; 2/S4.9.
- xviii. Furnish only steel angle embeds at loading dock and dock leveler areas. Refer to 14/S2.6; 17/S2.6.
- xix. Furnish and install flag pole supports and brackets. Refer to K9/A10.7.
- xx. Furnish and install miscellaneous steel angel supports for casework and benches as shown on drawings. Refer to N1/A10.1; M1/A10.2
- Furnish and install all maintenance equipment supports. Refer to L13/A6.5.1 and 7/S4.7.
- xxii. Furnish and install stainless steel green trellis system. Refer to A1/A3.3.

#### M. Lintels:

- i. Masonry/CMU bearing fintels to be furnished and installed by Miscellaneous Contractor. Exclude furnishing and installation of Lintels L2B, L2D, L5A, and L6 to be installed by Structural Steel Contractor. Refer to S6.1. Furnish and install masonry shelf angles welded in the field as indicated on contract drawings. Refer to 9/S6.1. Include installation of rebar couplers as shown on drawings.
- Include Option A only for Type 2 lintels. Furnish bearing plates to Masonry Contractor for installation. Include labor to weld bearing plates to lintels in field as indicated on contract drawings. Refer to 10/S6.1.
- iii. Furnish and install all double steel interior lintels. Refer to 2/S6.2.
- iv. Provide all lintels for masonry mock up as shown on A3.5 (included in Addendum No. 1)

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## N. Fences and Gates:

- i. Include all labor and material to re-work and install existing historical ornamental fencing and gates per the contract documents. Refer to AS4.2.1. Existing historical ornamental fencing and gates have been salvaged and stored by others. This Contractor to include all handling and transportation from the CPS Storage Facility (located at 50<sup>th</sup> Street and S. Halsted). Include 200 manhours for restoration and repair of existing historic ornamental fence beyond that is required per the project specifications. Include required foundations, supports, and coring as necessary and as shown on the documents.
- ii. Furnish and install new custom ornamental fencing, guard rails, and gates per the contract drawings. Refer to AS4.1.5. Include required foundations, supports, and coring as necessary and as shown on the documents.
- iii. Furnish and install all decorative and/or chain link fences and gates as shown on the contract drawings. Include required foundations, supports, and coring as necessary and as shown on the documents.
- iv. Furnish and install decorative metal fencing and playground netting system as shown on the drawings and indicated in the specifications. Include labor and material to install cable system for netting enclosure, including eye bolts, turnbuckles, tension wire, etc., in order to provide a complete system as shown. Include labor and material to install decorative metal fencing, including, posts, brackets, mesh panels, base plates, anchor bolts, etc., to provide a complete system as shown. Refer to A1.5B. All structural steel tube framing and support steel to be furnished and installed by Structural Steel Contractor.
- O. Contractor to furnish and install overhead steel for gymnasium equipment, including but not limited to basketball ball hoops as shown on the drawings. Coordinate additional requirements with General Trades Contractor. Include an allowance of \$20,000 for this work.
- P. Furnish and install overhead support framing for stage curtains and backdrop as required. Coordinate with General Trades Contractor. Include an allowance of \$10,000 for this work.
- Q. The General Trades Contractor will provide all gymnasium sports equipment, operable partitions, stage equipment, and overhead doors, Notify the General Trades Contractor when the submittals shall be provided in order to maintain steel production and delivery dates. Review and verify that additional steel supports that may be required will not interfere with equipment installation
- R. Furnish only, FOB to jobsite, all anchor bolts, edge angles and setting plates required for cast in place concrete work associated with miscellaneous metal installation. Furnish any bearing plates and embedded items as required for installation by Masonry and Concrete Contractors.
- S. Include an additional 5000 pounds of miscellaneous lintels furnished F.O.B. jobsite. This allowance is for lintels that are not shown on the documents, inclusive of HVAC lintels which may not be indicated. To be used solely as the discretion of the Construction Manager.

- 3. The Scope of the Miscellaneous & Ornamental Metals/Fencing/Stairs Work excludes the following:
  - A. Sales Tax. For material that is part of the permanent building.
  - B. On-site insurance costs. (Insurance will run through a CCIP program)
  - C. Perimeter site fencing, however if need to relocate fence after agreed location with Turner Superintendent than this cost for relocation is by this subcontractor. (By Turner)
  - D. Structural Steel
  - E. Tie back masonry anchors.
  - F. Entrance canopy steel and components.
  - G. Deck supports and pour stops at slab edges.
  - Anchors and brackets for curtainwall systems.
  - I. Playground steel support framing at roof top.
  - Chiller steel support framing and catwalk at roof top.
  - K. Canopy framing as shown on 10/S4.5.
- 4. The Scope of the Miscellaneous & Ornamental Metals/Fencing/Stairs Work is based on the following understandings, stipulations and/or clarifications:
  - A. <u>BID CHECKLIST: This subcontractor must be in full agreement to the following items</u>
    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 Miscellaneous & Ornamental Metals/Fencing/Stair 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.
    - iv. Agree to the logistics plan detailed in the Turner Procedures Manual.
    - v. 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.

INITIALED FOR:

- ix. Include two completed (2) hard copies of the "Document Submittal Checklist" items and all associated documents located in the Procedures Manual.
- Include completed equipment rates with bid.
- 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.
- 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 <a href="https://www.usqbc.org">www.usqbc.org</a>.

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#### 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:

- All engineering including calculations, detailing and shop drawings.
- B. All material costs including an allowance for waste.
- Providing all necessary accessories.
- D. All fabrication and shop 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.)
- 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.
- L. Unit Prices involving offsite operations include insurance, as offsite operations are not covered by CCIP.

**END OF SCOPE OF WORK** 

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SUBCTR TURNER

# **BID INFORMATION LETTER #1**

Date: 12/11/2009

YOUR BID IS DUE: Thursday December 17, 2009 Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, Misc Metals, General Trades, and

Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter, Attachments

Masonry, Misc Metals, General Trades, and Curtainwall Glass and Metal Panel 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: <a href="http://drop.io/ogdenschoolmep">http://drop.io/ogdenschoolmep</a>. The password to view this site is: ogden

- A. See attached updated sample contract for the "New Ogden Replacement Elementary School" (Form 36P-OGDEN REV 11/30/09).
- B. Purchase Requisitions have been updated for the following trades. Please see the attached updated Purchase Requisitions and Bid Forms and include all new information and forms with your bid:
  - a. Masonry & Stone dated 12/11/2009
  - b. Miscellaneous & Ornamental Metals/Fencing/Stairs dated 12/11/2009
  - c. General Trades dated 12/11/2009
  - d. Curtainwall, Glass, and Metal Panels dated 12/11/2009
- C. See attached Updated Drawing A.3. REV 7 "Issued for Clarification"
- D. See attached Disclosure Affidavit that must be filled out and submitted with the bid form.

If you have any questions on this Bid Information Letter please contact David Puls at 312-327-2870.

Sincerely,

Adam Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

SUBOTR TURNER

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### **BID INFORMATION LETTER #2**

Date: 12/14/2009

YOUR BID IS DUE: Thursday December 17, 2009 Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, Misc Metals, General Trades, and

Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

**DOCUMENT:** 

2 page Bid Information Letter, Attachments

Masonry, Misc Metals, General Trades, and Curtainwall Glass and Metal Panel Bidders:

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #2 can be viewed and downloaded from the following website: <a href="http://drop.io/ogdenschoolmep">http://drop.io/ogdenschoolmep</a>. The password to view this site is: ogden

- A. The attached RFI Responses should be included in your bid:
  - a. RFI 56
  - b. RFI 57
  - c. RFI 58
  - d. RFI 59
  - e. RFI 60
  - f. RFI 61
  - g. RFi 62
  - h. RFI 63
  - I. RFI 64
  - j. RFI 65
  - k. RFI 68
  - I. RFI 69
  - m. RFI 70 n. RFI 71
  - o. RFI 72
  - p. RFI 73
  - q. RFI 74
  - r. RFI 88
  - s. RFI 89
  - t. RFI 90 u. RFI 101
  - v. RFI 102
  - w. RFI 103
  - x. RFI 106
  - y. RFI 107
  - z. RFI 108
  - aa. RFI 109
  - bb. RFI 110
  - cc. RFI 111
  - dd. RFI 112
  - ee. RFI 113

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- B. Purchase Requisitions have been updated for the following trades. Please see the attached updated Purchase Requisitions and Bid Forms and include all new information and forms with your bid:
  - a. Masonry & Stone dated 12/14/2009
  - b. Miscellaneous & Ornamental Metals/Fencing/Stairs dated 12/14/2009
  - c. General Trades dated 12/14/2009
  - d. Curtainwall, Glass, and Metal Panels dated 12/14/2009
- C. The following attached updated Specifications should be included in your bid (refer to Purchase Requisitions for Specifications that apply to each individual bid package):
  - a. 01331 CX Commissioning Submittal Procedures 12/08/2009
  - b. 01730 Operating and Maintenance Data 12/4/2009
  - c. 01770 Closeout Procedures 12/08/2009
  - d. 01783 CX Commissioning Project Record Documents 12/08/2009
  - e. 01784 CX Commissioning Operation and Maintenance Data 12/08/2009
  - f. 01800 Project Record Documents 12/4/2009
  - g. 01810 CX Commissioning Process 12/08/2009
  - h. 01811 CX Prefunctional Checklist 12/08/2009
  - i. 01812 CX Functional Performance Testing 12/08/2009
  - J. 01821 Commissioning Demonstration and Training 12/08/2009
  - k. 04200 Unit Masonry 12/4/2009
  - I. 08110 Steel Doors and Frames 12/08/2009
  - m. 08211 Interior Flush Wood Doors 12/08/2009
  - n. 08360 Sectional Overhead Doors 12/04/2009
  - o. 08710 Door Hardware 12/4/2009
  - p. 09510 Acoustical Ceilings 12/4/2009
  - q. 09644 Wood Gymnasium Floor 12/4/2009
  - r. 09648 Wood Stage Floor 12/08/2009
  - s. 09841 Acoustical Wall Panels 12/08/2009
  - t. 10351 Flagpoles 12/04/2009
- D. The following items should be included in your bid:
  - a. QUESTION: Item E on the Masonry scope of work. Can you please provide dimensions from building face to site fence so we can determine any special scaffold and stocking requirements based on the clearance provided. We are assuming you have allowed a minimum of 10'. Is our assumption correct? ANSWER: No, please assume 8'-0" maximum.
  - b. DELETE Specification Reference "Primary 11010 Maintenance Equipment Supports" and Item OO "Furnish and install maintenance equipment supports as detailed in the specifications" from the Miscellaneous & Ornamental Metals/Fencing/Stairs Purchase Requisition REV 2 dated 12/14/09.

If you have any questions on this Bid Information Letter please contact David Puls at 312-327-2870.

Sincerely,

Adam Dell

al Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

INITIALED FOR:
SUBCTR TURNER

### **BID INFORMATION LETTER #3**

Date: 12/15/2009

YOUR BID IS DUE:

Friday December 18, 2009

Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, General Trades, Misc

Metals, and Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

**DOCUMENT:** 

2 page for Bid Information Letter, 39 pages of Attachments

Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panel Bidders:

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

The Bid Date has been changed to Friday, December 18th at 3:00pm CST.

Include the new Bid Forms for each trade:

o Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panels

The following RFI's are to be included:

o RFI #104 - Jamb, Head and Sill Details - dated 12/15/09

o RFI #105 - Curtainwall V, W, and X sections - dated 12/15/09

RFI #106 – Aluminum Door System Clarifications – dated 12/15/09

The following drawings are to be included (drawings located on project website):

o A6.3.4 dated 12/14/2009

A6.3.7 dated 12/14/2009

o A6.3.5 dated 12/14/2009

A7.1.2 dated 12/14/2009

o A6.3.6 dated 12/14/2009

A7.1.3 dated 12/14/2009

### The following items are to be included:

- QUESTION: Window Type Q Specify the glass types required across the top and bottom of the main curtainwall. ANSWER: Assume GL-3.
- QUESTION: Window Type Q Specify the glass type at the left and right wing walls of the main frame. ANSWER: Assume GL-5.
- QUESTION: Window Type Q The Window Schedule Indicates two different glass types GL-2/GL-6 or GL-3/GL-6. Please provide further clarification. ANSWER: Assume that both types are installed at this location, in lieu of one type with a combination of both characteristics.
- QUESTION: In order to meet performance requirements for Window Type GL-3 and GL-4, a Low E coating would need to be added to the second surface of the unit. ANSWER: Add Low E coating to second surface of the unit.
- QUESTION: How many custom frit patterns should be included in bid price? ANSWER: Assume a total of (2) custom frit patterns.

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 RFI 111: Curtainwall, Glass and Metal Panel Contractor to furnish and install louver sun screens. Include allowance in bid price.

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

Sincerely,

Adam Dell

ala Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

/ INITIALED FOR:
SUBCTR TURNER

### **BID INFORMATION LETTER #4**

Date: 12/15/2009

YOUR BID IS DUE:

Friday December 18, 2009

Time: 3:00 PM CST

PROJECT:

Ogden Replacement Elementary School: Masonry, General Trades, Misc

Metals, and Curtainwall Glass and Metal Panel Bidders

LOCATION:

24 West Walton Street, Chicago

DOCUMENT:

1 page for Bid Information Letter, 36 pages of Attachments

Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panel Bidders:

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

The Bid Date has been changed to Friday, December 18th at 3:00pm CST.

Include the new Bid Forms for each trade – page 7 of each bid form has been updated only. The first sentence of Page 7 was updated to include the correct bid pacakge:

Masonry, General Trades, Misc Metals, and Curtainwall Glass and Metal Panels

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

Sincerely,

**Adam Dell** 

ala Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

SUBCTR TURNER

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## **BID INFORMATION LETTER #5**

Date: 02/08/2010

YOUR BID IS DUE:

Friday February 19, 2010

Time: 10:00 AM CST

PROJECT:

**Ogden Replacement Elementary School** 

LOCATION: DOCUMENT:

24 West Walton Street, Chicago 1 pages for Bid Information Letter

Re: Bid Package #5R: Miscellaneous & Ornamental Metals/Fencing/Stairs

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

SUBCONTRACTORS BIDS DUE:

Bid Due Date:

10:00 AM CST

Friday, February 19, 2010

The PBC, in cooperation with Turner, has elected to re-bid the Miscellaneous & Ornamental Metals/Fencing/Stairs Bid Package due to scope changes. The new bid will be based on 100% Construction Documents dated January 6, 2010.

We, as the Construction Manager for the Ogden Replacement Elementary School, invite you to re-submit your firm's Lump Sum Bid based on the revised documents. An updated Miscellaneous & Ornamental Metals/Fencing/Stairs purchase requisition will be issued by February 10, 2010.

### **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)

### PRE-BID RFIs

All bidder inquiries regarding scope should be prepared and submitted in RFI form and directed via email to David Puls at dpuls@tcco.com. The cut off date for RFIs is February 15, 2010.

#### **BID DUE DATE**

Subcontractor bids are due on Friday, February 19, 2010 at 10:00 AM CST. Two copies of the bids and all required attachments are to be either sent or hand-delivered to Turner Construction Company in a sealed envelope. Late bids will not be accepted.

All information and requirements detailed in the bid documents, including the Bid Requisition and Turner Procedures Manual must be included in your lump sum price. Any incomplete or qualified bids will be considered non-compliant, and will not be considered.

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### **BID INFORMATION LETTER #6**

Date: 02/10/2010

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, 16 pages of Attachments

#### Misc Metals Bidders:

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #6 and listed in the Purchase Requisition can be viewed and downloaded from the following website: <a href="http://drop.io/ogdenschoolfeb">http://drop.io/ogdenschoolfeb</a>. The password to view this site is: ogden.

- A. See attached updated Miscellaneous & Ornamental Metals/Fencing/Stairs Purchase Requisition dated 02/10/2010.
- B. See attached updated Bid Form for Miscellaneous & Ornamental Metals/Fencing/Stairs bid package dated 02/10/2010.
- C. This Bid Information Letter #6 <u>supersedes</u> Bid Information Letters #1, #2, #3, #4. Bid Information Letters #1 through #4 should be ignored and not be included in bid. The attached Purchase Requisition and 100% Construction Documents have included all updated information.

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

Sincerely.

Adam Deli

ala Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

INITIALED FOR:

### **BID INFORMATION LETTER #7**

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

### Misc Metals 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 bid.

### **AVAILABILITY OF DOCUMENTS**

Drawings and specifications are available now. Bid Documents can be viewed and downloaded from the following site: <a href="http://drop.io/ogdenschoolfeb">http://drop.io/ogdenschoolfeb</a>

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

### **BID INFORMATION LETTER #8**

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

### Misc Metals Bidders:

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #8 can be viewed and downloaded from the following website: <a href="http://drop.io/ogdenschoolfeb">http://drop.io/ogdenschoolfeb</a> The password to view this site is: ogden

- A. The Purchase Requisition has been updated for the following trade (updates are in bold print). Please see the attached updated Purchase Requisition and Bid Form and include all new information and forms with your bid:
  - a. Miscellaneous & Ornamental Metals/Fencing/Stairs dated 02/16/2010
- B. See attached "Sequencing of Structural Steel" dated 01-28-10 for further clarification and information for schedule activities.
- C. There will be no elevator access onsite (temporary or permanent). Provisions shall be made to include labor and material for hoisting as required.
- D. The following items shall be included in your bid:
  - a. QUESTION: Detail 9/S6.1 has a note calling for 3/8" top plate per schedule on this sheet (S6.1). The referenced schedule does not detail a top plate size for lintels. Please clarify. ANSWER: Where detail 9/S6.1 is referenced in lintel schedule provide 3/8" continuous top plate for the specified lintel designation. Refer to the lintel schedule on sheet S6.1.
  - b. QUESTION: Detail 10 shows plates on the bottom but says where specified. Notes are not present in the schedule calling for a 3/8" plate at the bottom. Please clarify. ANSWER: Where detail 10/S6.1 is referenced in the lintel schedule, provide a 3/8" continuous bottom plate for the specified lintel designation. Refer 10/S6.1 for information regarding bearing plate information.
  - c. QUESTION: Clarify plate requirements on top of lintels. ANSWER: Provide 3/8" continuous top plate for lintels as indicated on 9/S6.1 and 2/S6.2 For the lintels with flange widths that are equal to or greater than the nominal width of supported CMU wall, a 3/8" continuous top plate is not required, unless otherwise noted.
  - d. QUESTION: Please clarify if the W8 X 28, which is 6 1/2" wide will require a plate. ANSWER: Provide a 3/8" continuous top plate for the W8x28 lintels noted in the lintel schedule on sheet S6.1. Reference detail 2/S6.2.
  - e. QUESTION: Reference details 7 & 9 on S6.1: New note says to maintain minimum of 6" horizontal edge distance from vertical edge of opening. Please confirm that this refers to the distance from expansion bolt to edge of opening and that is does not apply to detail 9? Please clarify if the expansion bolt to be a sleeve anchor or a

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wedge anchor? ANSWER: The minimum 6" horizontal edge distance from the vertical edge of opening applies to the distance of the expansion bolt to the edge of opening. This note does not apply to detail 9/S6.1. Provide Hilti Kwik Bolt 3 expansion (wedge) anchors as indicated in the structural drawings.

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

Sincerely,

Adam Dell

ala Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

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### **BID INFORMATION LETTER #9**

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

### Misc Metals Bidders:

Please review the following information and include all updated information in your bid. All attachments referenced in this Bid Information Letter #8 can be viewed and downloaded from the following website: <a href="http://drop.io/ogdenschoolfeb">http://drop.io/ogdenschoolfeb</a> The password to view this site is: ogden

- A. Include new Bid Form dated 02/17/10. Please note: Alternate #1MM has been added to the Bid Form.
- B. Please note the following Items are to be included:
  - a. QUESTION: On K1/AS4.3.1 shows "removable bollards" but detail A5/AS4.3.3 shows an embedded bollard instead. Please clarify. ANSWER: Assume bollards are removable.

If you have any questions on this Bid Information Letter please contact Dave Puls at 312.327,2870.

Sincerely,

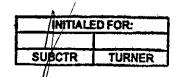
Adam Dell

**Turner Construction Company** 

312-327-2917 (office)

adell@tcco.com

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G0.1 G0.2	G0.1	TITLE SHEET AND LOCATION MAPS	DR	C		7	100% Construction Documen
G0.2	G0.2	DRAWING INDEX	DR	C	1/6/2010	7	100% Construction Documen
G0.3	G0.3	GENERAL NOTES, ABBREVIATIONS, LEGENDS AND SYMBOLS					
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<u> </u>	G1.1	LIFE SAFETY SITE PLAN	DR	С	1/6/2010	7	100% Construction Document
G1.2	G1.2	LIFE SAFETY AND FIRE PARTITION PLANS, AND CALCULATIONS - LOWER LEVEL					
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C3.0	C3.0	DIMENSION PLAN GRADING PLAN	DR	С	1/6/2010	7	100% Construction Documents
C3.1	C3.1	DETAILED GRADING PLAN	DR	C	1/6/2010	7	100% Construction Documents
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C4.0	C4.0	UTILITY PLAN	DR DR	C	1/6/2010	7	100% Construction Documents
24.1	C4.1	OPERATIONS AND MAINTENANCE PLAN	DR	<del>1 8</del>	1/6/2010 1/6/2010	7	100% Construction Documents
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	3.2 E	BUILDING ELEVATIONS	DR.	A	1/6/2010	7	100% Construction Docume
	3.3 E	BUILDING ELEVATIONS	DR	A	1/6/2010	7	100% Construction Docume
.4 A		BUILDING ELEVATIONS	DR	<u> </u>	1/6/2010	7	100% Construction Docume
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	5.1 V	VALL SECTIONS	DR	Α	1/6/2010	7	100% Construction Docume
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A6.3.1	A6.3.1	ENLARGED DETAILS - ALUMINUM CURTAIN WALL	DR	A	1/6/2010 1/6/2010	7 -	100% Construction Document		
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A6.4.2	A6.4.2	ENLARGED DETAILS - STEEL CURTAIN WALL	DR	A	1/6/2010 1/6/2010	7	100% Construction Documents		
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A6.7.1		ENLARGED DETAILS - ENTRY CANOPY	DR DR	A	1/6/2010 1/6/2010	7	100% Construction Documents		
A6.7.2	A6.7.2	ENLARGED DETAILS - ENTRY CANOPY	DR	Â	1/6/2010	7	100% Construction Documents 100% Construction Documents		
A7.1.1	A7.1.1	ENLARGED STAIR PLANS AND SECTIONS - STAIR 1	DR	A	1/6/2010	7	100% Construction Documents		
A7.1.2	A7.1.2	ENLARGED STAIR PLANS AND SECTIONS - STAIR 2	DR	À	1/6/2010	7	100% Construction Documents		
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A7.1.4	A7.1.4	ENLARGED STAIR PLANS AND SECTIONS - STAIR 4 AND STAGE STAIRS	DR	Α	1/6/2010	7	100% Construction Documents		
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8.9.4		STAGE ELEVATIONS	DR	A	1/6/2010	7	100% Construction Documents		
	\8.10.1 L	OADING DOCK ENLARGED PLAN	DR	Α	1/6/2010	7	100% Construction Documents		
	\8.11.1 F \8.11.2 F	IRST FLOOR CORRIDOR NORTH ELEVATION	DR	Α	1/6/2010	7	100% Construction Documents		
	\8.11.3 S	IRST FLOOR CORRIDOR SOUTH ELEVATION ECOND FLOOR CORRIDOR NORTH ELEVATION	DR	A	1/6/2010		100% Construction Documents		
	8.11.4 S	ECOND FLOOR CORRIDOR SOUTH ELEVATION	DR DR	A	1/6/2010	7	100% Construction Documents		
8.11.5 A	\8.11.5 T	HIRD FLOOR CORRIDOR NORTH ELEVATION	DR	Â	1/6/2010	$-\frac{7}{7}$	100% Construction Documents 100% Construction Documents		
	8.11.6 T	HIRD FLOOR CORRIDOR SOUTH ELEVATION	DR	Â	1/6/2010	7	100% Construction Documents		
	8.12.1 T	OILET ROOM ENLARGED PLAN AND ELEVATIONS	DR	Α	1/6/2010	7	100% Construction Documents		
8.12.2 A	8.12.2 T	OILET ROOM ENLARGED PLANS AND ELEVATIONS	DR	Α	1/6/2010	7	100% Construction Documents		

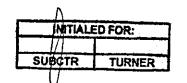
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### TURNER CONSTRUCTION COMPANY

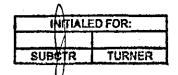
TURNER CONSTRUCTION COMPANY										
Number - Drawings and	1			Disc						
Specifications		Title	Doc Type		Date	Mark	December			
A8.13.1	A8.13.1	STAIR ELEVATIONS	DR	Ä	1/6/2010	7 7	Description 100% Construction Documents			
A9.1A	A9.1A	PARTITION TYPES	DR	A	1/6/2010	7	100% Construction Documents			
A9.1B	A9.1B	PARTITION TYPES	DR	Α	1/6/2010	7	100% Construction Documents			
A9.2 A9.3	A9.2	TYPICAL PARTITION DETAILS	DR	Α	1/6/2010	7	100% Construction Documents			
A9.4	A9.3 A9.4	TYPICAL FIRESTOPPING DETAILS	DR	Α	1/6/2010	7	100% Construction Documents			
A10.1	A10.1	TYPICAL FIRESTOPPING DETAILS INTERIOR DETAILS	DR	I A	1/6/2010	7	100% Construction Documents			
A10.2	A10.2	INTERIOR DETAILS	DR	A	1/6/2010	7	100% Construction Documents			
A10.3	A10.3	INTERIOR DETAILS	DR DR	A	1/6/2010	7	100% Construction Documents			
A10.4	A10.4	INTERIOR DETAILS	DR	A	1/6/2010 1/6/2010	7	100% Construction Documents			
A10.5	A10.5	INTERIOR DETAILS	DR	Â	1/6/2010	7 7	100% Construction Documents			
A10.6	A10.6	INTERIOR DETAILS	DR	F	1/6/2010	7	100% Construction Documents 100% Construction Documents			
A10.7	A10.7	INTERIOR DETAILS	DR	A	1/6/2010	7	100% Construction Documents			
A12.0	A12.0	DOOR SCHEDULE	DR	A	1/6/2010	7	100% Construction Documents			
A12.1	A12.1	DOOR SCHEDULE	DR	A	1/6/2010	7	100% Construction Documents			
A12.2	A12.2	WINDOW SCHEDULE	DR	Α	1/6/2010	7	100% Construction Documents			
A12.3	A12.3	WINDOW SCHEDULE	DR	A	1/6/2010	7	100% Construction Documents			
A12.4 A13.0A	A12.4	WINDOW SCHEDULE	DR	Α	1/6/2010	. 7	100% Construction Documents			
A13.0A A13.0B	A13.0A A13.0B	FINISH SCHEDULE AND DETAILS	DR	Α	1/6/2010	7	100% Construction Documents			
A13.1A	A13.1A	FINISH SCHEDULE AND DETAILS LOWER LEVEL- PARTIAL FINISH PLAN A	DR	Α	1/6/2010	7	100% Construction Documents			
A13.1B	A13.1B	LOWER LEVEL- PARTIAL FINISH PLAN 8	DR	Α	1/6/2010	7	100% Construction Documents			
A13.2A		FIRST FLOOR- PARTIAL FINISH PLAN A	DR	A	1/6/2010	7	100% Construction Documents			
A13.2B	A13.2B	FIRST FLOOR- PARTIAL FINISH PLAN B	DR DR	A	1/6/2010	7	100% Construction Documents			
A13.3A	A13.3A	SECOND FLOOR- PARTIAL FINISH PLAN A	DR	A	1/6/2010 1/6/2010	7	100% Construction Documents			
A13.3B	A13.3B	SECOND FLOOR- PARTIAL FINISH PLAN B	DR	Â	1/6/2010	7	100% Construction Documents			
A13.4A	A13.4A	THIRD FLOOR- PARTIAL FINISH PLAN A	DR	Â	1/6/2010	7	100% Construction Documents 100% Construction Documents			
A13.4B	A13.4B	THIRD FLOOR- PARTIAL FINISH PLAN B	DR	A	1/6/2010	7	100% Construction Documents			
A13.5	A13.5	ROOF LEVEL- PARTIAL FINISH PLAN	DR	A	1/6/2010	<del></del>	100% Construction Documents			
		GARAGE SIGNAGE SCHEDULE AND MOUNTING					100% Construction Documents			
A14.1	A14.1	DETAILS	DR	A	1/6/2010	7	100% Construction Documents			
A14.2	A14.2	GARAGE SIGNAGE PLAN AND STRIPING DETAILS	DR	Α	1/6/2010	7	100% Construction Documents			
A14.3	A14.3	GARAGE SIGNAGE SCHEDULE AND MOUNTING	i							
A15.0		DETAILS SIGNAGE SCHEDULE	DR	A	1/6/2010	7	100% Construction Documents			
A15.0.1		CAFETERIA SIGNAGE DETAILS	DR	A	1/6/2010	<u> </u>	100% Construction Documents			
A15.1	A15.1	EQUIPMENT SCHEDULE	DR	A	1/6/2010	7	100% Construction Documents			
	7,10.1	LOWER LEVEL- PARTIAL FURNITURE, SIGNAGE, AND	DR	_A	1/6/2010	7	100% Construction Documents			
A15.2A	A15.2A	EQUIPMENTPLAN A	DR	ا ۱	4/6/0040	-	1000			
		LOWER LEVEL- PARTIAL FURNITURE, SIGNAGE, AND		Α .	1/6/2010	7	100% Construction Documents			
A15.2B	A15.2B	EQUIPMENT PLAN B	DR	Αİ	1/6/2010	7	100% Construction Documents			
		FIRST FLOOR- PARTIAL FURNITURE, SIGNAGE, AND	<del></del>	<del>-^-</del> -+	17072010	<u>,                                     </u>	100% Construction Documents			
A15.3A	A15.3A	EQUIPMENT PLAN A	DR	A	1/6/2010	7	100% Construction Documents			
		FIRST FLOOR- PARTIAL FURNITURE, SIGNAGE, AND					100% Construction Documents			
A15.3B	A15.3B	EQUIPMENT PLAN B	DR	Α	1/6/2010	7	100% Construction Documents			
.45.44		SECOND FLOOR- PARTIAL FURNITURE, SIGNAGE, AND	<u> </u>							
115.4A	A15.4A	EQUIPMENT PLAN A	DR	Α	1/6/2010	7	100% Construction Documents			
15.4B	A15.4B	SECOND FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENTPLAN B			-					
110.40	A 13.4B	THIRD FLOOR- PARTIAL FURNITURE, SIGNAGE, AND	DR	<u> </u>	1/6/2010	7	100% Construction Documents			
15.5A	A15.5A	EQUIPMENT PLAN A		.		_				
170.071		THIRD FLOOR- PARTIAL FURNITURE, SIGNAGE, AND	DR	<u> </u>	1/6/2010	7	100% Construction Documents			
15.5B		EQUIPMENT PLAN B	55	ا ؞	4/0/0040	_				
		ROOF- PARTIAL FURNITURE, SIGNAGE, AND	DR	Α	1/6/2010	7	100% Construction Documents			
15.6A		EQUIPMENT PLAN A	DR	A	1/6/2010	7	100% Construction By			
		ROOF- PARTIAL FURNITURE, SIGNAGE, AND		$\stackrel{\sim}{+}$	1/0/2010	_'-	100% Construction Documents			
	A15.6B	EQUIPMENT PLAN B	DR	Α	1/6/2010	7	100% Construction Documents			
		GENERAL STRUCTURAL NOTES	DR	s	1/6/2010	7	100% Construction Documents			
	50.2	GENERAL STRUCTURAL NOTES	DR	s	1/6/2010	7	100% Construction Documents			
		OAD DIAGRAMS	DR	\$	1/6/2010	7	100% Construction Documents			
		OAD DIAGRAMS	DR	S	1/6/2010	7	100% Construction Documents			
		CAISSON PLAN	DR	S	1/6/2010	7	100% Construction Documents			
		CAISSON - PARTIAL FLOOR PLAN A	DR	S	1/6/2010	7	100% Construction Documents			
		CAISSON - PARTIAL FLOOR PLAN B	DR	s	1/6/2010	7	100% Construction Documents			
2.1	1.1	BASEMENT/FOUNDATION PLAN	DR	S	1/6/2010	7	100% Construction Documents			

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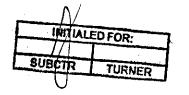
					TURNER CONSTRUCTION COMPAN				
Number - Drawings an Specification	d S Number		Doc Typ	Dis	n Revision				
S1.1A	S1.1A	BASEMENT/FOUNDATION - PARTIAL FLOOR PLAN A	DOC 191	e e S	Date 1/6/2040	Mark	Description		
S1.1B	S1.1B	BASEMENT/FOUNDATION - PARTIAL FLOOR PLAN B	DR	<del> </del>	1/6/2010 1/6/2010	7	100% Construction Documer		
S1.1.1	S1.1.1	CONCRETE WALL - ELEVATIONS	DR	s	1/6/2010	7	100% Construction Documen		
\$1.1.2	\$1.1.2	CONCRETE WALL - ELEVATIONS	DR	<del>S</del>	1/6/2010	+ +	100% Construction Documer		
S1.1.3	S1.1.3	CONCRETE WALL - ELEVATIONS	DR	Š	1/6/2010	<del>  '7</del>	100% Construction Documer		
S1.2	S1.2	FIRST FLOOR FRAMING PLAN	DR	<del>  š</del>	1/6/2010	<del>-   - ', -</del>	100% Construction Documen		
S1.2A	S1.2A	FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	ĪŠ	1/6/2010	+ 7	100% Construction Documen 100% Construction Documen		
S1.2B	S1.2B	FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	T s	1/6/2010	7	100% Construction Document		
S1.2A.1	S1.2A.1	FIRST FLOOR REINFORCEMENT (NORTH-SOUTH) - PARTIAL PLAN A	DR	s	1/6/2010	7	100% Construction Documen		
\$1.2A.2	\$1.2A.2	FIRST FLOOR REINFORCEMENT (EAST-WEST) - PARTIAL PLAN A	DR	s	1/6/2010	7	100% Construction Documen		
S1.2B.1	S1.2B.1	FIRST FLOOR REINFORCEMENT (NORTH-SOUTH) - PARTIAL PLAN B	DR	s	1/6/2010	7	100% Construction Document		
S1.2B.2 S1.3	S1.2B.2	FIRST FLOOR REINFORCEMENT (EAST-WEST) - PARTIAL PLAN B	DR	s	1/6/2010	7	100% Construction Documen		
S1.3A	S1.3 S1.3A	SECOND FLOOR FRAMING PLAN	DR	S	1/6/2010	7	100% Construction Document		
31.3A 31.3B	S1.3A S1.3B	SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN A	DR	S	1/6/2010	7	100% Construction Document		
S1.4	S1.3B	SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN B THIRD FLOOR FRAMING PLAN	DR	S	1/6/2010	7	100% Construction Document		
51.4A	S1.4A	THIRD FLOOR FRAMING PLAN	DR	S	1/6/2010	7	100% Construction Document		
S1.4B	S1.4B	THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN A THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN B	DR	S	1/6/2010	7	100% Construction Document		
31.5	S1.5	ROOF FRAMING PLAN	DR	S	1/6/2010	7	100% Construction Document		
S1.5A	S1.5A	ROOF FRAMING - PARTIAL FLOOR PLAN A	DR	S	1/6/2010	7	100% Construction Document		
31.5B	S1.5B	ROOF FRAMING - PARTIAL FLOOR PLAN B	DR	S	1/6/2010	7	100% Construction Document		
61.6	S1.6	MISCELLANEOUS FRAMING PLANS	DR	S	1/6/2010	7	100% Construction Document		
31.7	S1.7	MISCELLANEOUS FRAMING PLANS	DR DR	S	1/6/2010 1/6/2010	7	100% Construction Document 100% Construction Document		
31.8 32.1	S1.8 S2.1	MISCELLANEOUS FRAMING PLANS AND ELEVATIONS	DR	s	1/6/2010	7	100% Construction Documents		
2.2	S2.2	CAISSON DETAILS AND SCHEDULES GRADE BEAM DETAILS AND SCHEDULES	DR	S	1/6/2010	7	100% Construction Documents		
2.3		FOUNDATION DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
2.4	S2.4	FOUNDATION DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
2.5		FOUNDATION DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
	S2.6	FOUNDATION DETAILS	DR DR	S	1/6/2010	7	100% Construction Documents		
2.7	S2.7	FOUNDATION DETAILS	DR DR	S	1/6/2010 1/6/2010	7	100% Construction Documents		
3.1	S3.1	CONCRETE SLAB SECTIONS AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S3.2	CONCRETE SCHEDULES AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S3.3	CONCRETE SCHEDULES AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S4.0	COLUMN AND BASE PLATE SCHEDULE	DR	š	1/6/2010	7	100% Construction Documents 100% Construction Documents		
	S4.1	FRAMING SECTIONS AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S4.2	FRAMING SECTIONS AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S4.3	FRAMING SECTIONS AND DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
	S4.4 S4.5	RAMING SECTIONS AND DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
		RAMING SECTIONS AND DETAILS RAMING SECTIONS AND DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
	S4.7	RAMING SECTIONS AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S4.8	RAMING SECTIONS AND DETAILS	DR	s	1/6/2010	7	100% Construction Documents		
	S4.9	RAMING SECTIONS AND DETAILS	DR DR	S	1/6/2010	7	100% Construction Documents		
5.1	S5.1 S	SECTIONS, DETAILS AND BRACING ELEVATIONS	DR DR	S	1/6/2010	7	100% Construction Documents		
5.1	S6.1	MASONRY DETAILS AND SCHEDULES	DR DR	S	1/6/2010	7	100% Construction Documents		
	S6.2	MASONRY DETAILS	DR	S	1/6/2010	7	100% Construction Documents		
3.3	S6.3 E	XTERIOR MASONRY WALL ELEVATIONS	DR	<del>s</del>	1/6/2010	7	100% Construction Documents		
	S6.4 E	XTERIOR MASONRY WALL ELEVATIONS	DR	s	1/6/2010	7	100% Construction Documents		
	<u>MO.</u> O JN	ECHANICAL SYMBOLS & ABBREVIATIONS	DR	M	1/6/2010		100% Construction Documents		
	<u>VI1.0A</u>   F	ARKING LEVEL MECHANICAL DUCTWORK PLAN	DR	мI	1/6/2010	7	100% Construction Documents 100% Construction Documents		
	M1.0B	ARKING LEVEL MECHANICAL DUCTWORK PLAN	DR	м	1/6/2010	7	100% Construction Documents  100% Construction Documents		
.1A N	<u> </u>	IRST FLOOR MECHANICAL DUCTWORK PLAN	DR	M	1/6/2010	7	100% Construction Documents		
	M1.1B F	IRST FLOOR MECHANICAL DUCTWORK PLAN	DR	М	1/6/2010	7	100% Construction Documents		
	M1.2A S M1.2B S	ECOND FLOOR MECHANICAL DUCTWORK PLAN	DR	М	1/6/2010	7	100% Construction Documents		
		ECOND FLOOR MECHANICAL DUCTWORK PLAN	DR	М	1/6/2010	7	100% Construction Documents		
		HIRD FLOOR MECHANICAL DUCTWORK PLAN	DR	М	1/6/2010	7	100% Construction Documents		
		HIRD FLOOR MECHANICAL DUCTWORK PLAN		М	1/6/2010	7	100% Construction Documents		
		OOF MECHANICAL DUCTWORK PLAN OOF MECHANICAL DUCTWORK PLAN		М	1/6/2010	7	100% Construction Documents		
		OUT MILODANICAL DUCTIVICIRK PLAN	DR	мТ	1/6/2010	7	100% Construction Documents		



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Number - Drawings and				Disc			
Specifications		Title	Doc Type	iplin e	Revision Date	Mark	Description
M2.0A	M2.0A	PARKING LEVEL MECHANICAL PIPING PLAN	DR	Ìй	1/6/2010	7	100% Construction Document
M2.0B	M2.0B	PARKING LEVEL MECHANICAL PIPING PLAN	DR	М	1/6/2010	7	100% Construction Documen
M2.1A M2.1B	M2.1A	FIRST FLOOR MECHANICAL PIPING PLAN	DR	М	1/6/2010	7	100% Construction Documen
M2.1B M2.2A	M2.1B M2.2A	FIRST FLOOR MECHANICAL PIPING PLAN	DR	М	1/6/2010	7	100% Construction Document
M2.2B	M2.2B	SECOND FLOOR MECHANICAL PIPING PLAN SECOND FLOOR MECHANICAL PIPING PLAN	DR	M	1/6/2010	7	100% Construction Documen
M2.3A	M2.3A	THIRD FLOOR MECHANICAL PIPING PLAN	DR DR	M	1/6/2010	7	100% Construction Documen
M2.3B	M2.3B	THIRD FLOOR MECHANICAL PIPING PLAN	DR	M M	1/6/2010 1/6/2010	7 -	100% Construction Documen
M2.4A	M2.4A	ROOF MECHANICAL PIPING PLAN	DR	M	1/6/2010	7	100% Construction Document 100% Construction Document
M2.4B	M2.4B	ROOF MECHANICAL PIPING PLAN	DR	<del>M</del>	1/6/2010	7	100% Construction Document
M3.0	M3.0	MECHANICAL SCHEDULES	DR	М	1/6/2010	7	100% Construction Document
M3.1 M3.2	M3.1	MECHANICAL SCHEDULES	DR	М	1/6/2010	7	100% Construction Document
M3.2 M3.3	M3.2 M3.3	MECHANICAL SCHEDULES MECHANICAL SCHEDULES	DR	М	1/6/2010	7	100% Construction Document
M3.4	M3.4	MECHANICAL SCHEDULES MECHANICAL SCHEDULES	DR	М	1/6/2010	7	100% Construction Document
M4.0	M4.0	MECHANICAL DETAILS	DR DR	M	1/6/2010 1/6/2010	7	100% Construction Document
M4.1	M4.1	MECHANICAL DETAILS	DR	M	1/6/2010	7	100% Construction Document 100% Construction Document
M4.2	M4.2	MECHANICAL DETAILS	DR	М	1/6/2010	7	100% Construction Document
M4.3	M4.3	MECHANICAL DETAILS	DR	М	1/6/2010	7	100% Construction Document
M4.4	M4.4	MECHANICAL DETAILS	DR	М	1/6/2010	7	100% Construction Document
M4.5	M4.5	MECHANICAL DETAILS	DR	М	1/6/2010	7	100% Construction Document
M5.0 M5.1	M5.0 M5.1	SECOND FLOOR MECHANICAL ENLARGED PLAN	DR	М	1/6/2010	7	100% Construction Document
M5.2	M5.1 M5.2	THIRD FLOOR MECHANICAL ENLARGED PLAN SECOND FLOOR MECHANICAL SECTIONS	DR	М	1/6/2010	7	100% Construction Document
M5.3	M5.3	THIRD FLOOR MECHANICAL SECTIONS	DR DR	М	1/6/2010	7	100% Construction Document
VI6.0	M6.0	MECHANICAL CONTROLS DIAGRAMS	DR DR	M M	1/6/2010 1/6/2010	7	100% Construction Documents
M6.1	M6.1	MECHANICAL CONTROLS DIAGRAMS	DR	M	1/6/2010	7	100% Construction Documents 100% Construction Documents
M6.2	M6.2	MECHANICAL CONTROLS DIAGRAMS	DR	М	1/6/2010	7	100% Construction Documents
VI6.3	M6.3	MECHANICAL CONTROLS DIAGRAMS	DR	М	1/6/2010	7	100% Construction Documents
VI6.4	M6.4	MECHANICAL CONTROLS DIAGRAMS	DR	М	1/6/2010	7	100% Construction Documents
M6.5 M6.6	M6.5 M6.6	MECHANICAL CONTROLS DIAGRAMS	DR	М	1/6/2010	7	100% Construction Documents
M6.7		MECHANICAL CONTROLS DIAGRAMS MECHANICAL CONTROLS DIAGRAMS	DR	M	1/6/2010	7	100% Construction Documents
		MECHANICAL CONTROLS DIAGRAMS  MECHANICAL CONTROLS DIAGRAMS	DR DR	_M	1/6/2010	7	100% Construction Documents
<i>1</i> 6.9		MECHANICAL CONTROLS DIAGRAMS	DR	M	1/6/2010 1/6/2010	7	100% Construction Documents
/16.10	M6.10	MECHANICAL CONTROLS DIAGRAMS	DR	M	1/6/2010	7	100% Construction Documents 100% Construction Documents
<i>1</i> 7.0	M7.0	MECHANICAL AIR RISER DIAGRAM	DR	M	1/6/2010	7	100% Construction Documents
<i>1</i> 7.1	M7.1	MECHANICAL CHILLED WATER RISER DIAGRAM	_ DR	M	1/6/2010	7	100% Construction Documents
/17.2 0.0A	M7.2 E0.0A	MECHANICAL HOT WATER RISER DIAGRAM	DR	М	1/6/2010	7	100% Construction Documents
0.0A		ELECTRICAL SYMBOLS AND ABBREVIATIONS ELECTRICAL SYMBOLS AND ABBREVIATIONS	DR	E	1/6/2010	7	100% Construction Documents
S.1	ES.1	ELECTRICAL SITE PLAN	DR	E	1/6/2010	7	100% Construction Documents
1.0A		PARKING LEVEL LIGHTING PLAN A	DR DR	E	1/6/2010 1/6/2010	7	100% Construction Documents
1.0B	E1.0B	PARKING LEVEL LIGHTING PLAN B	DR	E	1/6/2010	7	100% Construction Documents 100% Construction Documents
	E1.1A	FIRST FLOOR LIGHTING PLAN A	DR	ĒΪ	1/6/2010	7	100% Construction Documents
	E1.1B	FIRST FLOOR LIGHTING PLAN B	DR	E	1/6/2010	7	100% Construction Documents
	E1.2A	SECOND FLOOR LIGHTING PLAN A	DR	Е	1/6/2010	7	100% Construction Documents
	E1.2B E1.3A	SECOND FLOOR LIGHTING PLAN B	DR	E	1/6/2010	7	100% Construction Documents
		THIRD FLOOR LIGHTING PLAN A THIRD FLOOR LIGHTING PLAN B	DR	투	1/6/2010	7	100% Construction Documents
<del> </del>		ROOF LIGHTING PLAN A	DR DR	E	1/6/2010	7	100% Construction Documents
		ROOF LIGHTING PLAN B	DR	盲 -	1/6/2010 1/6/2010	7 7	100% Construction Documents
2.0A	E2.0A	PARKING LEVEL POWER PLAN A	DR	E	1/6/2010	7	100% Construction Documents 100% Construction Documents
	E2.0B	PÄRKING LEVEL POWER PLAN B	DR	Ē	1/6/2010	7	100% Construction Documents
	E2.1A	FIRST FLOOR POWER PLAN A	DR	E	1/6/2010	7	100% Construction Documents
		FIRST FLOOR POWER PLAN B	DR	Ē	1/6/2010	7	100% Construction Documents
		SECOND FLOOR POWER PLAN A	DR	ΕŢ	1/6/2010	7	100% Construction Documents
	E2.2B S	SECOND FLOOR POWER PLAN B THIRD FLOOR POWER PLAN A	DR	E	1/6/2010	7	100% Construction Documents
	E2.3B	THIRD FLOOR POWER PLAN A THIRD FLOOR POWER PLAN B	DR	E	1/6/2010	7	100% Construction Documents
2.4A	=2.4A f	ROOF POWER AND EQUIPMENT PLAN A	DR DR	E	1/6/2010	7	100% Construction Documents
2.4B		ROOF POWER AND EQUIPMENT PLAN B	DR	盲	1/6/2010 1/6/2010	7	100% Construction Documents 100% Construction Documents
2.5	2.5	NLARGED ELECTRICAL PLANS	DR	Ē	1/6/2010	7	100% Construction Documents
	:3.0 E	LECTRICAL LOAD CALCULATION SCHEDULES	DR	Ē	1/6/2010	7	100% Construction Documents
3.1	E3.1 N	MECHANICAL EQUIPMENT SCHEDULES	DR	E	1/6/2010	7	100% Construction Documents



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Number - Drawings and Specifications E3.2	Number E3.2	Title LIGHTING FIXTURE SCHEDULE	Дос Тур		n Revision Date	Mark	Description
E3.3	E3.3	LIGHTING FIXTURE SCHEDULE	DR	<u>↓</u> Е	1/6/2010	7	100% Construction Docum
	E3.4	ELECTRICAL CONFINE	DR	E	1/6/2010	7	100% Construction Docum
	L3.4	ELECTRICAL SCHEDULES	DR	ΤĒ	1/6/2010	7	100% Construction Docum
	E3.5	ELECTRICAL SCHEDULES	DR	E	1/6/2010	1 7	100% Construction Docum
	E3.6	ELECTRICAL SCHEDULES	DR	ΤĒ	1/6/2010	7	100% Construction Docum
	E3.7	ELECTRICAL SCHEDULES	DR	ΤĒ	1/6/2010	<del></del>	100% Construction Docum
	E3.8	ELECTRICAL SCHEDULES	DR				100% Construction Docum
3.9	E3.9	ELECTRICAL SCHEDULES		↓ <u>E</u>	1/6/2010		100% Construction Docum
3.10	E3.10	ELECTRICAL SCHEDULES	DR	↓Ē	1/6/2010	7	100% Construction Docum
	E3.11	ELECTRICAL SCHEDULES	DR	<u> </u>	1/6/2010	7	100% Construction Docum
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	E3.14	ELECTRICAL SCHEDULES	DR	E	1/6/2010	<del>† 7</del>	100% Construction Docum
	E4.0	ELECTRICAL ONE-LINE RISER DIAGRAM	DR	ΙĒ	1/6/2010	<del>  '7</del>	100% Construction Docum
	E4.1	ELECTRICAL ONE-LINE RISER DIAGRAM	DR	╅			100% Construction Docum
4.2	E4.2	LIGHTING CONTROLS WIRING DIAGRAMS		_	1/6/2010	7_	100% Construction Docum
4.3	E4.3	GROUNDING SYSTEM RISER DIAGRAM	DR	ĻĘ.	1/6/2010	7	100% Construction Docum
	E4.4	FIRE ALARM SYSTEM RISER DIAGRAM	DR	ᆂ	1/6/2010	7	100% Construction Docum
	E4.5	RESCUE ASSISTANCE RISER DIAGRAM	DR	Ε	1/6/2010	7	100% Construction Docum
	=4.6	INTERCOM SYSTEM PIGES BUILDING	DR	E	1/6/2010	7	100% Construction Docum
		INTERCOM SYSTEM RISER DIAGRAM	DR	E	1/6/2010	7	100% Construction Docum
	4.7	INTRUSION DETECTION SYSTEM RISER DIAGRAM	DR	ΙĒ	1/6/2010	7	100% Construction Docum
	4.8	CLOCK SYSTEM RISER DIAGRAM	DR	E	1/6/2010	7	100% Construction Docum
4.9 E	4.9	DOOR HOLDER SYSTEM RISER DIAGRAM	DR	E			100% Construction Docum
		CLASSROOM LIGHTING CONTROL WIRING DIAGRAM	<del> </del>	<u> </u>	1/6/2010	7	100% Construction Docum
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5.1 E		MDF POWER AND SYSTEM DETAILS	DR	E	1/6/2010	7	100% Construction Docume
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	5.4	MDF POWER AND SYSTEM DETAILS	DR	Е	1/6/2010	7	100% Construction Docume
	5.5	VOICE AND DATA DISTRIBUTION DIAGRAM	DR	E	1/6/2010	7	100% Construction Docume
	5.6	MDF POWER AND SYSTEM DETAILS	DR	E	1/6/2010	7	100% Construction Docume
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	<u>7.18 </u> [F	IRST FLOOR LIGHTING ILLUMINANCE PLAN B	DR	탙┼	1/6/2010	7	100% Construction Documer
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		HIRD FLOOR LIGHTING ILLUMINANCE PLAN B	DR	E	1/6/2010	7	100% Construction Documer
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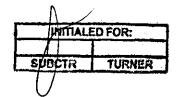


TURNER CONSTRUCTION COMPANY

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E8.2B	E8.2B	SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE	Dec Type DR	e e E	1/6/2010	Mark	Description
		THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE	- <u> </u>	┿╌	1/0/2010	<del>  7</del> _	100% Construction Documents
E8.3A	E8.3A	IPLAN A	DR	E	1/6/2010	7	100% Construction Documents
-0 an	F0.05	THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE		† <u> </u>	170,2010	<del>                                     </del>	100% Construction Documents
E8.3B	E8.3B	PLAN B	DR	E	1/6/2010	7	100% Construction Documents
E8.4A	E8.4A	ROOF LEVEL EMERGENCY LIGHTING ILLUMINANCE PLAN A					
	EU. 1/1	ROOF LEVEL EMERGENCY LIGHTING ILLUMINANCE	DR	LE.	1/6/2010	7	100% Construction Documents
8.4B	E8.4B	PLAN B	DD	1 -	4/0/0040		
	LS.OA	PARKING LEVEL LIFE SAFETY LIGHTING PLAN A	DR DR	E E	1/6/2010	7	100% Construction Documents
	LS.0B	PARKING LEVEL LIFE SAFETY LIGHTING PLAN R	DR	F	1/6/2010 1/6/2010	7	100% Construction Documents
	LS.1A	FIRST FLOOR LIFE SAFETY LIGHTING PLAN A	DR	ΤĒ	1/6/2010	7	100% Construction Documents 100% Construction Documents
	LS.1B	FIRST FLOOR LIFE SAFETY LIGHTING PLAN B	DR	Ē	1/6/2010	7	100% Construction Documents
	LS.2A	SECOND FLOOR LIFE SAFETY LIGHTING PLAN A	DR	E	1/6/2010	7	100% Construction Documents
	LS.2B LS.3A	SECOND FLOOR LIFE SAFETY LIGHTING PLAN B	DR	E	1/6/2010	7	100% Construction Documents
	LS.3B	THIRD FLOOR LIFE SAFETY LIGHTING PLAN A	DR	E	1/6/2010	7	100% Construction Documents
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	LS.4B	ROOF LIFE SAFETY LIGHTING PLAN A	DR	LĒ_	1/6/2010	7	100% Construction Documents
S.5	.S.5	LIFE SAFETY SYSTEM ONE-LINE RISER DIAGRAM	DR DR	E	1/6/2010	7	100% Construction Documents
20.0	0.0	PLUMBING SYMBOLS & ABBREVIATIONS	DR	E	1/6/2010 1/6/2010	7	100% Construction Documents
	20.1	PLUMBING SITE PLAN	DR	P	1/6/2010	7	100% Construction Documents
	20.2A	UNDERGROUND PLUMBING PLAN A	DR	P	1/6/2010	7	100% Construction Documents
	20.2B	UNDERGROUND PLUMBING PLAN B	DR	P	1/6/2010	7	100% Construction Documents 100% Construction Documents
	21.0A	PARKING LEVEL PLUMBING PLAN A	DR	P	1/6/2010	7 -	100% Construction Documents
	21.0B	PARKING LEVEL PLUMBING PLAN B	DR	P	1/6/2010	7	100% Construction Documents
1.1A F	P1.1A P1.1B	FIRST FLOOR PLUMBING PLAN A	DR	Р	1/6/2010	7	100% Construction Documents
1.1B		FIRST FLOOR PLUMBING PLAN B SECOND FLOOR PLUMBING PLAN A	DR	Р	1/6/2010	7	100% Construction Documents
		SECOND FLOOR PLUMBING PLAN A	DR	Р	1/6/2010	7	100% Construction Documents
		THIRD FLOOR PLUMBING PLAN A	DR	Р	1/6/2010	7	100% Construction Documents
I.3B F		THIRD FLOOR PLUMBING PLAN B	DR DR	Ρ	1/6/2010	<u>7</u>	100% Construction Documents
1.4A F	1.4A	ROOF PLUMBING PLAN A	DR DR	P	1/6/2010 1/6/2010	7	100% Construction Documents
	1.4B	ROOF PLUMBING PLAN B	DR	F	1/6/2010	7	100% Construction Documents
1.5A F	1.5A	JPPER ROOF PLUMBING PLAN A	DR	P	1/6/2010	<del>'</del>	100% Construction Documents
	1.5B	JPPER ROOF PLUMBING PLAN B	DR	P	1/6/2010	7	100% Construction Documents 100% Construction Documents
	2.0	PLUMBING SCHEDULES	DR	P	1/6/2010	7	100% Construction Documents
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	3.0 F	PLUMBING DETAILS	DR	Р	1/6/2010	7	100% Construction Documents
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	4.3 F	LUMBING RISER DIAGRAM	DR	F	1/6/2010	7	100% Construction Documents
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	4.5 F	LUMBING RISER DIAGRAM	DR	P	1/6/2010	7	100% Construction Documents
	5.1 E	NLARGED PLUMBING PLAN	DR	Р	1/6/2010	7	100% Construction Documents
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.4 P		NLARGED PLUMBING PLAN	DR	Ρ	1/6/2010	7	100% Construction Documents
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		RE PROTECTION SYMBOLS & ABBREVIATIONS	_DR	P	1/6/2010	7	100% Construction Documents
		ARKING LEVEL FIRE PROTECTION PLAN A		FP	1/6/2010	7	100% Construction Documents
	21.0B P.	ARKING LEVEL FIRE PROTECTION PLAN B		FP FP	1/6/2010	7	100% Construction Documents
	21.1A F	RST FLOOR FIRE PROTECTION PLAN A		FP	1/6/2010	7	100% Construction Documents
	<u>'1.1</u> 8 F	RST FLOOR FIRE PROTECTION PLAN B		FP	1/6/2010	7	100% Construction Documents
	1.2A S	ECOND FLOOR FIRE PROTECTION PLAN A		FP	1/6/2010	7	100% Construction Documents 100% Construction Documents
	1.2B S	COND FLOOR FIRE PROTECTION PLAN B			1/6/2010	7	100% Construction Documents
	1.3A T	HIRD FLOOR FIRE PROTECTION PLAN A		FP	1/6/2010	7	100% Construction Documents
	1.3B TI	HIRD FLOOR FIRE PROTECTION PLAN B			1/6/2010	7	100% Construction Documents
	1.4A R	OOF FIRE PROTECTION PLAN A		FP	1/6/2010	7	100% Construction Documents
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Number - Drawings and Specifications FP3.0	Number		Doc Typ	Disc ipiir		Mark	Description
FP4.0	FP3.0	FIRE PROTECTION DETAILS	DR	FP	1/6/2010	7	100% Construction Docume
FS1.0	FP4.0	FIRE PROTECTION RISER DIAGRAM	DR	FP	1/6/2010	+ 7	100% Construction Docume
	FS1.0	EQUIPMENT PLAN	DR	A	1/6/2010	<del>  7</del>	100% Construction Docume
FS1.1	FS1.1	PLUMBING PLAN	DR	À	1/6/2010	<del>                                     </del>	100% Construction Docume
FS1.2	FS1.2	ELECTRICAL PLAN	DR	A	1/6/2010	<del>  '7  </del>	100% Construction Docume
FS1.3	FS1.3	SPECIAL CONDITIONS PLAN	DR	A	1/6/2010	7	100% Construction Docume
FS1.4	FS1.4	DETAIL SHEET	DR	Â	1/6/2010	<del>                                     </del>	100% Construction Docume
TH1.1	TH1,1	THEATRE LIGHTING - PLANS AND SECTIONS	DD	Â	1/6/2010	7	100% Construction Docume 100% Construction Docume
TUO 4		THEATRE LIGHTING - CONTROL RISER DIAGRAM AND		1	1,0,2010	<del>                                     </del>	100% Construction Docume
TH2.1 TH3.1	TH2.1	SCHEDULES	DR	Α	1/6/2010	7	100% Construction Docume
TH4.1	TH3.1	THEATRE LIGHTING - DETAILS	DR	A	1/6/2010	7	100% Construction Docume
1114.1	TH4.1	THEATRE RIGGING - PLAN AND SECTION	DR	A	1/6/2010	7	100% Construction Docume
30000	Í	Information Available to Bidders (Deviation), Geotechnical		1	17072010	<del>                                     </del>	100 % Construction Docume
00200	00200	Report dated July 31, 2009, Odden School Salvage List	SPEC	SPEC	1/6/2010	7	100% Construction December
01001	01001	LEED Consultant (Deviation)	SPEC	SPEC		6	100% Construction Docume
01014	01014	Erosion and Sedimentation Control	SPEC	SPEC		<del>  6</del>	100% Construction Docume
01331	01331	Cx Submittal Procedures		SPEC		0	100% Construction Docume
1352	01352	LEED Requirements (Deviation)		SPEC		<del>  0</del> -	100% Construction Docume
1400	01400	Quality Control Procedures and Product Standards		SPEC	1/6/2010	0	100% Construction Docume
1510	01510	Commission Representative Field Offices (Deviation)		SPEC	1/6/2010	<del></del>	100% Construction Docume
	01524	Construction Waste Management (Deviation)		SPEC	1/6/2010	<del>-</del>	100% Construction Docume
	01730	Operating and Maintenance Data (Deviation)		SPEC	1/6/2010	0	100% Construction Docume
	01770	Closeout Procedures		SPEC	1/6/2010	0	100% Construction Docume
	01783	Cx Project Record Documents		SPEC	1/6/2010	-0-	100% Construction Docume
	01784	Cx Operation and Maintenance Data		SPEC	1/6/2010		100% Construction Docume
	01800	Project Record Documents		SPEC	1/6/2010	0	100% Construction Docume
	01810	Commissioning Process		SPEC	1/6/2010	0	100% Construction Docume
	01811	Cx Pre-Functional Checklists		SPEC	1/6/2010	0	100% Construction Documer
	01812	Cx Functional Performance Testing		SPEC	1/6/2010	0	100% Construction Documer
	01821	Cx Demonstration and Training		SPEC	1/6/2010	0	100% Construction Documer
	02116	UST Removal		SPEC	1/6/2010	0	100% Construction Documer
	02222	Excavating, Backfilling, and Compacting for Utilities		SPEC	1/6/2010	0	100% Construction Documer
	02300	Earthwork		SPEC	1/6/2010	0	100% Construction Documen
2316	02316	Soil Management and Handling	SPEC	SPEC	1/6/2010	0	100% Construction Documer
	ı	Special, Nonhazardous Special and Hazardous Waste Soil	_ <del></del>	<del>5. Eq.</del>	1/0/2010		100% Construction Document
	J2317	Removal and Disposal	SPEC	SPE	1/6/2010	_	4000/ 0
	02318	Acceptance of Backfill, Top Soil, and CU Structural Soil		SPEC	1/6/2010	0	100% Construction Documen
2464 (	J2464	Caissons		SPEC		0	100% Construction Documen
	2513	Portland Cement Concrete Paving		SPEC	1/6/2010	_ 0	100% Construction Documen
	02700	Sewerage and Drainage		SPEC	1/6/2010	0	100% Construction Documen
	2707	Water Service		SPEC	1/6/2010 1/6/2010	0	100% Construction Documen
	2730	Permeable Interlocking Concrete Pavers (Deviation)		SPEC	1/6/2010	0	100% Construction Documen
792 (	2792	Playground Surface Systems		PED	1/6/2010	0	100% Construction Documen
	<u> 2810   1</u>	rrigation System	SPEC		1/6/2010		100% Construction Document
	2822	Ornamental Fence		PEC	1/6/2010		100% Construction Document
	2834	Decorative Fencing System and Playground Netting		PEG		0	100% Construction Documen
	2860 JO	Outdoor Acoustical Panels (Deviation)		PEC	1/6/2010	0	100% Construction Document
	2870     5	Site Furnishings (Deviation		PEQ		0	100% Construction Document
	2900 L	andscaping		PEQ	1/6/2010	0	100% Construction Document
901 0	2901	CU Structural Soilfor Landscape		PEC	1/6/2010	0	100% Construction Document
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	3300 C	Cast-in-place Concrete		PEG	1/6/2010	0	100% Construction Document
110 0:	3410 F	Plant-Precast Structural Concrete			1/6/2010	0	100% Construction Document
0.0		Cement-Based Underlayment		PEC _	1/6/2010	0	100% Construction Document
	<u> 1200 J</u> L	Init Masonry			1/6/2010	0	100% Construction Document
	4903 C	Ornamental Stone Restoration and Cleaning			1/6/2010	0	100% Construction Document
	5120 S	tructural Steel			1/6/2010	0	100% Construction Document
	5311 S	teel Roof Deck			1/6/2010	0	100% Construction Document
12 0	312 S	teel Floor Deck			1/6/2010	0	100% Construction Document
00 05	400 C	old-Formed Metal Framing			1/6/2010	0	100% Construction Document
		letal Fabrications			1/6/2010	0	100% Construction Documents
		istoric Treatment of Ornamental Metal Fencing			1/6/2010	0	100% Construction Documents
01 06		arpentry			1/6/2010	0	100% Construction Documents
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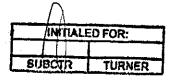


TURNER CONSTRUCTION COMPANY

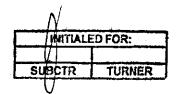
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1984    1984			1100	Doc Type				Description
1971-131							<del></del>	100% Construction Documents
			Modular Casework (LEED)				0	100% Construction Documents
107190							0	100% Construction Documents
07190			Reptorite Waterproofing (Deviation)					100% Construction Documents
07195								100% Construction Documents
07210   07210   07210   07215   Daviding Insulation   SPEC   SPEC   166/2010   0   100%, Construct   07215   David State   07215							<del></del>	100% Construction Documents
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197561		07415	Composite Metal Panel System					100% Construction Documents 100% Construction Documents
19750			Fluid-Applied Protected Membrane Roofing (Deviation)					100% Construction Documents
10720							<del></del>	100% Construction Documents
1976   1970							0	100% Construction Documents
107841							0	100% Construction Documents
07841								100% Construction Documents
07842								100% Construction Documents
07843			Fire-Resistive Joint Systems					100% Construction Documents
07900								100% Construction Documents
08110         OBJETION         Steel Doors and Frames         SPEC         SPEC         SPEC         IRE2010         0         100% Construct           08201         08210         10821         Intentior Flush Wood Doors         SPEC         SPEC         IRE2010         0         100% Construct           08200         08290         Wood Door Cleaning and Restoration (Deviation)         SPEC         SPEC         SPEC         16/2010         0         100% Construct           08312         Access Doors and Frames         SPEC         SPEC         SPEC         16/2010         0         100% Construct           08333         Overhead Colling Service Doors         SPEC         SPEC         16/2010         0         100% Construct           08520         Aluminum Windows (New)         SPEC         SPEC         16/2010         0         100% Construct           08610         08600         08600         Interior Wire Mesh Window Guards         SPEC         SPEC         SPEC         16/2010         0         100% Construct           08716         08716         Automatic Door Operators         SPEC         SPEC         16/2010         0         100% Construct           08840         08840         Plastic Glazing (Deviation)         SPEC			Joint Sealants					100% Construction Documents
08211         08211         Interior Flush Wood Doors         SPEC         SPEC         SPEC         16/22/10         0         100/x Constru           08219         08290         Wood Door Gleaning and Restoration (Deviation)         SPEC         SPEC         16/22/10         0         100/x Constru           08312         08312         Access Doors and Frames         SPEC         SPEC         176/2010         0         100/x Constru           08380         Osado         Osado         176/2010         0         100/x Construct           08390         Osado         Sectional Overhead Coling Service Doors         SPEC         SPEC         176/2010         0         100/x Construct           08520         Osado         Adminimum Windows (New)         SPEC         SPEC         176/2010         0         100/x Construct           08600         Osado         Osado         SPEC         SPEC         176/2010         0         100/x Construct           08710         Osado         SPEC         SPEC         SPEC         176/2010         0         100/x Construct           08810         Osado         Glazing         SPEC         SPEC         176/2010         0         100/x Construct           08810         Osado<	08110							100% Construction Documents 100% Construction Documents
		08211	Interior Flush Wood Doors					100% Construction Documents
08312			Wood Door Cleaning and Restoration (Deviation)					100% Construction Documents
08393		08312	Access Doors and Frames					100% Construction Documents
			Overhead Coiling Service Doors	SPEC			0	100% Construction Documents
		08360	Sectional Overhead Doors		SPEC	1/6/2010	0	100% Construction Documents
198710   198710   199716   1							0	100% Construction Documents
08716								100% Construction Documents
08800         OB860         Glazing         SPEC         SPEC         In/2010         0         100% Construct           08840         08840         Plastic Glazing (Deviation)         SPEC         SPEC         In/2010         0         100% Construct           08910         08910         Aluminum Window Walls         SPEC         SPEC         In/2010         0         100% Construct           08913         O8913         Glazed Steel Curtain Walls         SPEC         SPEC         SPEC         In/2010         0         100% Construct           09220         O9220         Cement Plaster         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09220         O9270         Oyarro         Drywall Shaft Systems         SPEC         SPEC         1/6/2010         0         100% Construct           09300         09300         109300         Tile         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09410         Terrazzo         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09545         Luminous Ceilings (Deviation)         SPEC         SPEC         1/6/2010         0	8716							100% Construction Documents
08840         Plastic Glazing (Deviation)         SPEC         SPEC (Mc/2010)         0         100% Construct           08910         08910         Aluminum Window Walis         SPEC (SPEC 1/6/2010)         0         100% Construct           08913         08913         Glazed Steel Curtain Walls         SPEC (SPEC 1/6/2010)         0         100% Construct           09220         Operation (Grand Walis)         SPEC (SPEC 1/6/2010)         0         100% Construct           09220         Operation (Grand Walis)         SPEC (SPEC 1/6/2010)         0         100% Construct           09270         Operation (Grand Walis)         SPEC (SPEC 1/6/2010)         0         100% Construct           09270         Operation (Grand Walis)         SPEC (SPEC 1/6/2010)         0         100% Construct           09300         Tile         SPEC (SPEC 1/6/2010)         0         100% Construct           09410         Operation (Grand Walis)         SPEC (SPEC 1/6/2010)         0         100% Construct           09510         Operation (Grand Walis)         SPEC (SPEC 1/6/2010)         0         100% Construct           09541         Luminous Cellings (Deviation)         SPEC (SPEC 1/6/2010)         0         100% Construct           09542         Luminous Cellings (Deviation)         SPEC (S								100% Construction Documents
08910   08910   Aluminum Window Walls   SPEC   SPEC   1/6/2010   0 100% Construct	8840 0							100% Construction Documents
08913   08913   08913   Glazed Steel Curtain Walls   SPEC   SPEC   1/6/2010   0   100% Construct		08910	Aluminum Window Walls					100% Construction Documents 100% Construction Documents
09220         Cement Plaster         SPEC         SPEC         1/6/2010         0         100% Construct           09270         09270         Drywall Shaft Systems         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09300         09300         Tile         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09410         Terrazzo         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09510         Acoustical Ceilings (Deviation)         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09545         Userial Model Wood Gymnasium Floor         SPEC         SPEC         1/6/2010         0         100% Construct           09644         Wood Stage Floor         SPEC         SPEC         1/6/2010         0         100% Construct           09678         Resilient Tile Flooring         SPEC         SPEC         1/6/2010         0         100% Construct           09678         Resilient Tile Flooring         SPEC         SPEC         1/6/2010         0         100% Construct           09861         Osestilient Wall Base         SPEC         SP		08913	Glazed Steel Curtain Walls					100% Construction Documents
1992  1992  1992  1992  1992  1993		09220	Cement Plaster					100% Construction Documents
199300					SPEC	1/6/2010	0	100% Construction Documents
SPEC   SPEC   1/6/2010   0   100% Construct								100% Construction Documents
09510         O9510 Acoustical Ceilings (Deviation)         SPEC         SPEQ 1/6/2010         0 100% Construct           09545         09545 Luminous Ceilings (Deviation)         SPEC SPEC 1/6/2010         0 100% Construct           09644 09644 Wood Gymnasium Floor         SPEC SPEC 1/6/2010         0 100% Construct           09648 09648 Wood Stage Floor         SPEC SPEC 1/6/2010         0 100% Construct           09650 09650 Resilient Tile Flooring         SPEC SPEC 1/6/2010         0 100% Construct           09678 09678 Resilient Wall Base         SPEC SPEC 1/6/2010         0 100% Construct           09681 09681 Carpet Tile         SPEC SPEC 1/6/2010         0 100% Construct           09841 09841 Acoustical Wall Panels         SPEC SPEC 1/6/2010         0 100% Construct           09910 09910 LEED Finish Painting         SPEC SPEC 1/6/2010         0 100% Construct           09914 09914 Pavement Marking         SPEC SPEC 1/6/2010         0 100% Construct           10101 10101 Visual Display Units         SPEC SPEC 1/6/2010         0 100% Construct           10125 10200 10200 Louvers         SPEC SPEC 1/6/2010         0 100% Construct           10351 Flagpoles         SPEC SPEC 1/6/2010         0 100% Construct           10445 Metal Letters         SPEC SPEC 1/6/2010         0 100% Construct           10431 10431 Exterior Signa         SPEC SPEC 1/								100% Construction Documents
199545   1								100% Construction Documents
09644         (09644 O9644 O9644 O9648)         (09648 O9648 O9648)         (09648 O9648 O9650)         (09648 O9650)         (09650 O9650)         (09650 O9650)         (09650 O9650)         (09650 O9650)         (09650 O9650)         (09650 O9650)         (096660)         (096650)         (096650)         (096650)         (096650)         (096650)         (096650)         (096650)         (096650)         (096650)         (096650)         (096650)         (09668)         (0			Luminous Ceilings (Deviation)				0	100% Construction Documents
09648         O9648         Wood Stage Floor         SPEC         SPEC         1/6/2010         0         100% Construct           09650         O9650         Resilient Tile Flooring         SPEC         SPEC         1/6/2010         0         100% Construct           09678         Resilient Wall Base         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09681         Carpet Tile         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09841         O9841         Acoustical Wall Panels         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09910         USED Finish Painting         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           09914         O9914         Pavement Marking         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           10101         Usual Display Units         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           10155         Toilet Compartments         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct	9644 0	9644	Wood Gymnasium Floor					100% Construction Documents
19650   1965		9648	Wood Stage Floor					100% Construction Documents 100% Construction Documents
1986/8   1			Resilient Tile Flooring				ŏ	100% Construction Documents
1980   1980	9678 0							100% Construction Documents
19910   1991							0	100% Construction Documents
109914							0	100% Construction Documents
10101							0	100% Construction Documents
10155							0	100% Construction Documents
10200							0 1	100% Construction Documents
10351   10351   Flagpoles   SPEC   SPEC   1/6/2010   O   100% Construct							0	100% Construction Documents
0401         Parking Signage         SPEC         SPEC         1/6/2010         0         100% Construct           0425         10425         Metal Letters         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0431         10431         Exterior Signage         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0433         10433         Interior Signage         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0500         10500         Metal Lockers (Elementary School)         SPEC         SPEC         1/6/2010         0         100% Construct           0522         10522         Fire Extinguisher Cabinets and Accessories         SPEC         SPEC         1/6/2010         0         100% Construct           0651         10651         Operable Panel Partitions         SPEC         SPEC         1/6/2010         0         100% Construct           0705         10705         Exterior Sun Control Devices         SPEC         SPEC         1/6/2010         0         100% Construct           0801         10801         Toilet Accessories         SPEC         SPEC         SPEC         1/6/2010			lagpoles				<del>0</del> +	100% Construction Documents
0425         10425         Metal Letters         SPEC         SPEC         1/6/2010         0         100% Construct           0431         10431         Exterior Signs         SPEC         SPEC         1/6/2010         0         100% Construct           0433         10433         Interior Signage         SPEC         SPEC         1/6/2010         0         100% Construct           0500         10500         Metal Lockers (Elementary School)         SPEC         SPEC         1/6/2010         0         100% Construct           0522         10522         Fire Extinguisher Cabinets and Accessories         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0651         10651         Operable Panel Partitions         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0705         10705         Exterior Sun Control Devices         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0801         10801         Toilet Accessories         SPEC         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct			Parking Signage					100% Construction Documents
0431         10431         Exterior Signs         SPEC         SPEC         1/6/2010         0         100% Construct           0433         10433         Interior Signage         SPEC         SPEC         1/6/2010         0         100% Construct           0434         10434         Exterior Emergency Signs         SPEC         SPEC         1/6/2010         0         100% Construct           0500         10500         Metal Lockers (Elementary School)         SPEC         SPEC         1/6/2010         0         100% Construct           0522         10522         Fire Extinguisher Cabinets and Accessories         SPEC         SPEC         1/6/2010         0         100% Construct           0651         10651         Operable Panel Partitions         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0705         10705         Exterior Sun Control Devices         SPEC         SPEC         1/6/2010         0         100% Construct           1040         1040         Microbackers         SPEC         SPEC         1/6/2010         0         100% Construct								100% Construction Documents
0433         10433         Interior Signage         SPEC         SPEC         1/6/2010         0         100% Construct           0434         10434         Exterior Emergency Signs         SPEC         SPEC         1/6/2010         0         100% Construct           0500         10500         Metal Lockers (Elementary School)         SPEC         SPEC         1/6/2010         0         100% Construct           0522         10522         Fire Extinguisher Cabinets and Accessories         SPEC         SPEC         1/6/2010         0         100% Construct           0651         10651         Operable Panel Partitions         SPEC         SPEC         1/6/2010         0         100% Construct           0705         10705         Exterior Sun Control Devices         SPEC         SPEC         1/6/2010         0         100% Construct           0801         10801         Toilet Accessories         SPEC         SPEC         1/6/2010         0         100% Construct           1040         14040         Micro Accessories         SPEC         SPEC         1/6/2010         0         100% Construct				SPEC S				100% Construction Documents
10434   Exterior Ernergency Signs   SPEC   SPEC   1/6/2010   0   100% Construct							0	100% Construction Documents
10300   10300   Metal Ecckers (Elementary School)   SPEC   SPEC   1/6/2010   0   100% Construct							0	100% Construction Documents
0651         10651         Operable Panel Partitions         SPEC         SPEC         SPEC         1/6/2010         0         100% Construct           0705         10705         Exterior Sun Control Devices         SPEC         SPEC         1/6/2010         0         100% Construct           0801         10801         Toilet Accessories         SPEC         SPEC         1/6/2010         0         100% Construct           1000         14010         Mointenance         SPEC         SPEC         1/6/2010         0         100% Construct		0522	ire Extinguisher Cabinets and Assessed				0	100% Construction Documents
0705         10705         Exterior Sun Control Devices         SPEC         SPEC         I/6/2010         0         100% Construct           0801         10801         Toilet Accessories         SPEC         SPEC         J/6/2010         0         100% Construct           1000         14010         Mointenance         SPEC         SPEC         J/6/2010         0         100% Construct			Operable Panel Partitions					100% Construction Documents
0801   10801   Toilet Accessories   SPEC   SPEC   1/6/2010   0   100% Construction   1000   1	705 10		xterior Sun Control Devices		_			100% Construction Documents
1010 14010 Meintenen Finite 10 100% Constructi	801 10	0801 T	oilet Accessories					100% Construction Documents
TOPEC DECLIPED TO THE PROPERTY OF THE PROPERTY		1010 N	Maintenance Equipment Supports (Deviation)			1/6/2010		100% Construction Documents 100% Construction Documents
1062 144060 10464 Director	062 11	1062 S	stage Rigging				ň l	100% Construction Documents

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Number - Drawings an				Disc							
Specification	s Number	Title		iplin		j					
11132	11132	Projection Screens	Doc Type		Date	Mark	Description				
11150	11150	Parking Access and Revenue Control System (PARCS)	SPEC SPEC	SPEC		0	100% Construction Document				
11161	11161	Recessed Dock Levelers	SPEC	SPEC		0	100% Construction Document				
11172	11172	Waste Compactors	SPEC	SPEC		1 0	100% Construction Document				
11400 11482	11400	Food Service Equipment (Deviation)	SPEC	SPEC		<del>                                     </del>	100% Construction Document 100% Construction Document				
11491	11482 11491	Scoreboards (Deviation)	SPEC	SPEC		1 0	100% Construction Document				
11620	11620	Gymnasium Equipment Laboratory Sterilizers (Deviation)	SPEC	SPEC	1/6/2010	0	100% Construction Document				
12500	12500	Window Treatment - Shades		SPEC		0	100% Construction Document				
12503	12503	Motorized Shades		SPEC		0	100% Construction Document				
12660	12660	Telescoping Stands		SPEC	1/6/2010	0	100% Construction Documents				
12680	12680	Entrance Floor Mats (Deviation)		SPEC SPEC	1/6/2010	0	100% Construction Document				
13080	13080	Concrete Floating Floor (Deviation)		SPEC	1/6/2010 1/6/2010	0	100% Construction Documents				
4420	14210	Electric Traction Elevators (Deviation)		SPEC	1/6/2010	<del>  0</del>	100% Construction Documents 100% Construction Documents				
15010	14420 15010	WheelChair Lifts		SPEC	1/6/2010	0	100% Construction Documents				
15020	15020	General Provisions For Mechanical Work		SPEC	1/6/2010	0	100% Construction Documents				
5050	15050	Shop Drawings, Product Data and Samples Basic Mechanical Materials and Methods		SPEC	1/6/2010	0	100% Construction Documents				
5051	15051	Miscellaneous Equipment and Work		SPEC	1/6/2010	0	100% Construction Documents				
5055	15055	Motors		SPEC	1/6/2010	0	100% Construction Documents				
5060	15060	Hangers and Supports		SPEC	1/6/2010	0	100% Construction Documents				
5073	15073	Vibration Controls for Plumbing Piping and Equipment		SPEC	1/6/2010 1/6/2010	0	100% Construction Documents				
5074	15074	Vibration Controls For HVAC Piping and Equipment		SPEC	1/6/2010	0	100% Construction Documents				
5076 5077	15076	Identification For Plumbing Piping and Equipment		SPEC	1/6/2010	0	100% Construction Documents 100% Construction Documents				
5082	15077 15082	Identification For HVAC Piping and Equipment	SPEC	SPEC	1/6/2010	0	100% Construction Documents				
5083	15083	Plumbing Insulation HVAC Insulation		SPEC	1/6/2010	0	100% Construction Documents				
5110		Valves		SPEC	1/6/2010	0	100% Construction Documents				
5124		Expansion Fittings and Loops or HVAC Piping		SPEC	1/6/2010	0	100% Construction Documents				
5127	[15127 ]	Meters and Gages For HVAC Piping		PEC	1/6/2010	0	100% Construction Documents				
5140	15140	Domestic Water Piping		PEC	1/6/2010	0	100% Construction Documents				
5145	<u>1</u> 5145	Domestic Water Piping Specialties		PED	1/6/2010 1/6/2010	0	100% Construction Documents				
5150	151 <u>5</u> 0	Sanitary Waste and Vent Piping		PEd	1/6/2010	0	100% Construction Documents				
5155 5160	15155	Drainage Piping Specialties		PED	1/6/2010	0	100% Construction Documents 100% Construction Documents				
	15160 15181	Storm Drainage Piping		PEC	1/6/2010	<del>_</del> 0	100% Construction Documents				
		Hydronic Piping Refrigerant Piping		PEQ	1/6/2010	0	100% Construction Documents				
		Hydronic Pumps		PEC	1/6/2010	00	100% Construction Documents				
189		HVAC Water Treatment		PEC	1/6/2010	0	100% Construction Documents				
	<u>15195</u>	Natural-Gas Piping		PEC PEC	1/6/2010	0	100% Construction Documents				
	15221	Chemical-Waste Piping		PEC	1/6/2010 1/6/2010	0	100% Construction Documents				
	15305	Fire-Suppression Piping		PED	1/6/2010	6 1	100% Construction Documents 100% Construction Documents				
	15320 [i	Electric-Drive, Centrifugal Fire Pumps		PEC	1/6/2010	0	100% Construction Documents				
	15441 [	Plumbing Fixtures Domestic Water Pumps	SPEC SI		1/6/2010	0	100% Construction Documents				
		Packaged Booster Pumps			1/6/2010	0	100% Construction Documents				
		Sewage Pumps		PEC	1/6/2010	0	100% Construction Documents				
446		Sump Pumps			1/6/2010	0	100% Construction Documents				
	15486 F	uel-Fired Water Heaters		EQ EQ	1/6/2010 1/6/2010	0	100% Construction Documents				
	15513	Condensing Boilers			1/6/2010	0	100% Construction Documents				
	15550 E	Breechings, Chimneys, and Stacks			1/6/2010	<del>0</del>	100% Construction Documents 100% Construction Documents				
	15626 A	Air-Cooled Scroll Water Chillers 130 Tons and Greater	SPEC SF		1/6/2010	0	100% Construction Documents				
	5725 N 5767 P	Modular Indoor Air-Handling Units			1/6/2010	0	100% Construction Documents				
		Propeller Unit Heaters Radiant Heating Panels			1/6/2010	0	100% Construction Documents				
	5815 M	Metal Ducts			1/6/2010	0	100% Construction Documents				
		uct Accessories			1/6/2010	0	100% Construction Documents				
337 1	5837 C	entrifugal Fans			1/6/2010	0	100% Construction Documents				
340 1	5840 A	ir Terminal Units	SPEC SP		1/6/2010 1/6/2010	0	100% Construction Documents				
	5861 A	ir Filters	SPEC SP		1/6/2010	0	100% Construction Documents				
	5950 B	uilding Automation System (BAS) General Exhibits	SPEC SP		1/6/2010	0	100% Construction Documents 100% Construction Documents				
	5951 B	AS Basic Materials, Interface Devices, and Sensors	SPEC SP		1/6/2010		100% Construction Documents				
		AS Operator Interfaces AS Field Panels	SPEC SP	EC 1	1/6/2010	0	100% Construction Documents				
		AS Communication Devices	SPEC SP		1/6/2010	0 -	100% Construction Documents				
1 '		O COMMINICATION DEVICES	SPEC SP	EO 1	1/6/2010	0 1	100% Construction Documents				



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Number -	1			Disc		1 .	
Drawings and	1					]	4.5
Specifications	Number	Title	<b>Doc Type</b>	iplin	Revision	A.P. a.d.	
15955	15955	BAS Software and Programming Exhibits	SPEC	SPEC	Date 1/6/2010	Mark	Description
15958	15958	Sequence of Operation	SPEC	SPEC		0	100% Construction Documents
15959	15959	BAS System Commissioning	SPEC	SPEC	1/6/2010	0	100% Construction Documents
15965	15965	Variable Frequency Controllers (Drives)	SPEC	SPEC	1/6/2010	<del>                                     </del>	100% Construction Documents
15990	15990	Testing, Adjusting, and Balancing	SPEC	SPEC	1/6/2010	<del>    0</del>	100% Construction Documents
16010	16010	Basic Electrical Requirements	SPEC	SPEC		1 0	100% Construction Documents
16050	16050	Basic Electrical Materials and Methods		SPEC		1 6	100% Construction Documents
16054	16054	Temporary Power and Communication Service	SPEC	SPEC	1/6/2010	1 0	100% Construction Documents 100% Construction Documents
		Overcurrent Protective Device Coordination and Arc Flash	1	F: 59	170/2010	<del></del>	100% Construction Documents
16055	16055	Study	SPEC	SPEC	1/6/2010	0	100% Construction D
16060	16060	Grounding and Bonding	SPEC	SPEC	1/6/2010	0	100% Construction Documents
16075	16075	Electrical Identification		SPEC	1/6/2010	0	100% Construction Documents 100% Construction Documents
16120	16120	Conductors and Cables		SPEC	1/6/2010	0	100% Construction Documents 100% Construction Documents
16130	16130	Raceways and Boxes		SPEC	1/6/2010	0	100% Construction Documents
16140	16140	Wiring Devices		SPEC	1/6/2010	0	100% Construction Documents
16145	16145	Lighting Control Devices		SPEC	1/6/2010	0	100% Construction Documents
16190	16190	Hangers and Supports For Electrical Systems		SPEC	1/6/2010	0	100% Construction Documents
16240	16240	Photovoltaic Power System		SPEC	1/6/2010	0	100% Construction Documents
16264	16264	Static Uninterruptible Power Supply		SPEC	1/6/2010	0	100% Construction Documents
16289	16289	Transient Voltage Suppression		SPEC	1/6/2010	<del>o</del>	100% Construction Documents
16410	16410	Enclosed Switches and Circuit Breakers		SPEC	1/6/2010	0	100% Construction Documents
16415	16415	Transfer Switches		SPEC	1/6/2010	0	100% Construction Documents
16420	16420	Enclosed Controllers		SPEC	1/6/2010	<del>- </del> 0	100% Construction Documents
16441		Switchboards		SPEC	1/6/2010	<del></del>	100% Construction Documents
16442		Panelboards		SPEC	1/6/2010	0	100% Construction Documents
16443	16443	Motor-Control Centers		SPEC	1/6/2010	ō	100% Construction Documents
16461	16461	Low-Voltage Transformers		SPEC	1/6/2010	0	100% Construction Documents
16491		Fuses		SPEC	1/6/2010	ō	100% Construction Documents
16511		Interior Lighting		SPEC	1/6/2010	ō	100% Construction Documents
16521	16521	Exterior Lighting		SPEC	1/6/2010	ō	100% Construction Documents
16555	16555	Stage Lighting	SPEC	SPEC	1/6/2010	0	100% Construction Documents
16571	16571	Central Dimming Controls	SPEC	SPEC	1/6/2010	0	100% Construction Documents
16572	16572	Modular Dimming Controls	SPEC	SPEC	1/6/2010	0	100% Construction Documents
16621	16621	Packaged Natural Gas Generator	SPEC	SPEC	1/6/2010	0	100% Construction Documents
16720		Intrusion Detection System	SPEC	SPEC	1/6/2010	0	100% Construction Documents
	16721	Fire Alarm System		SPEC	1/6/2010	0	100% Construction Documents
		Public Address and Music Equipment	SPEC	SPEC	1/6/2010	0	100% Construction Documents
16730 16740		Clock Systems		SPEC	1/6/2010	0	100% Construction Documents
	16740	Telephone Service Entrance		PEC	1/6/2010	0	100% Construction Documents
	16750 / 16755	Assistive Listening Device Systems	SPEC S	SPEC	1/6/2010	0	100% Construction Documents
		Emergency Call System		SPEC	1/6/2010	0	100% Construction Documents
		Rescue Assistance Systems		SPEC	1/6/2010	0	100% Construction Documents
40000	400-0	CCTV System and Components		SPEC	1/6/2010	0	100% Construction Documents
		l esting	SPEC S		1/6/2010	0	100% Construction Documents
		dentification for Communications Systems		PEC	1/6/2010	0	100% Construction Documents
	17100 ( 17200 (	Commissioning of Communications		PEC	1/6/2010	0	100% Construction Documents
		Communications General Requirements	SPEC S	PEC	1/6/2010	0	100% Construction Documents
	17216 (	Cabinets, Racks and Enclosures	SPEC S	PEC	1/6/2010	0	100% Construction Documents
	17231	Copper Backbone Cabling		PEC	1/6/2010	0	100% Construction Documents
		Optical Fiber Backbone Cabling			1/6/2010	0	100% Construction Documents
	7250	Communications Horizontal Cabling		PEQ	1/6/2010	0	100% Construction Documents
	7333	Data Comm Wireless Access Points		PEQ	1/6/2010	0	100% Construction Documents
	7723 5	School Intercom and Program Equipment		PEC	1/6/2010	0	100% Construction Documents
77.00	7780 N	Media Management TV System	SPEC S	PEQ	1/6/2010	0	100% Construction Documents



2012	OGDEN REPLACEMENT ELEMENTARY SCHOOL Early Trade Schedule Data Date - 9.9.09	◆ Certificate of Occupancy  • ◆ Substantial Completion  ◇ Starf of Classes (Fall 2011)  • ◆ Final Completion					Search base (Control of Search
2 A S S O N D J F M A M J J A S O N D	◆ RFP Submission  ◆ CM Interview  ◆ CM Interview  ◆ CM Approval)  ◆ Submittal Due for October 09 Brd Mtg  ◆ PBC Oct '09 Board Mtg (Approve ER/Caissons)  ◆ Submittal Due for Nov '09 Board Mtg  ◆ PBC Nov '09 Board Mtg (Approve Site Uit & Exc)  ◆ Submittal Due for Nov '09 Board Mtg  ◆ PBC Nov '09 Board Mtg (Approve Site Uit & Exc)  ◆ Caisson & Foundation Permit Issued  ◆ Building Permit Issued		Caisson Permit  Foundation Permit Submittal	I MobilizeI Site Fencing  Æ Jobsite Traiters  Æ Sitewalk Canopy / Jersey Barriers			Turner Construction Company Ogden Replacement Elementary School
Finish	0 16JUL09 A 0 24JUL09 A 0 11AUG09 A 0 18SEP09 * 0 23OCT09 * 0 10NOV09 * 0 16FEB10 0 16FEB10	0 0 06SEP11* 0 0 0 005SP11* 101 84 13AUG09 A	40 40 21SEP09 13NOV09 50 50 21OCT09 31DEC09 60 60 20NOV09 16FEB10	1 16NOV09 3 17NOV09 5 20NOV09 10 20NOV09	28   28   03AUG09 A   06OCT09     28   28   07OCT09   13NOV09     35   35   06JAN10   23FEB10     183   183   20NOV09   09AUG10	25   25   30NOV09   05JAN10     165   165   17FEB10   07OCT10     155   155   08JUN10   12JAN11	Turner Co Ogden Replace
ROJECT MILESTONES	000010 RFP Submission 000020 CM Interview 000025 PBC Board Meeting (CM Approval) 000042 Submittal Due for October 09 Brd Mig 000045 PBC Oct '08 Board Mig (Approve ER/Caissons) 000047 Submittal Due for Nov '09 Board Mig 000047 Submittal Due for Nov '09 Board Mig 000105 Caisson & Foundation Permit Issued 000115 Building Permit Issued 000111 Certificate of Occupancy	O00125 Start of Classes (Fall 2011) 000125 Start of Classes (Fall 2011) 000130 Final Completion Design Schedule & Milestones  + Permitting	Permit ion Permit Submittal Permit Submittal  TION	010000 Mobilize 010010 Site Fencing 010015 Jobsite Trailers 010020 Sidewalk Canopy / Jersey Barriers Construction +Environmental Abatement	+Demolition +Earth Retention +Excavation +Excavation	+Concrete  +Masonry  +Masonry	Renative (PSEFO)  Renative (PSEFO)  Property (PSEFO)  Property (PSEFO)

INITIALED FOR:

Agr.		Š	Щ.	1					
2		Z	Ž	, te	Finish	2009	2010		
+Structural Steel	al Steel					A S O N D L N A	Z	J F M A W J J A S O N D J	2012 F M A M J
+Оатрого	+Dampproofing and Watermofing	181	67	29JUN10	30SEP10		<b>有正是国际的政治</b>		:
+Roofing	final control of the	15	15	06JUL 10	1 26JUL 10		665)		
+Fireproofing	ling ling	129	159	010CT10	12MAY11				
+Glazed Curtainwall	urtainwail	34	34	14SEP10	29OCT10				
+Interior Finishes	inishes	20	20	19NOV10	1 28 JAN11				
+Vertical T	+Vertical Transportation	189		189   24SEP10	17JUN11			To Van Carlotte and Carlotte an	
+General MEP	lEP.	88	88	03NOV10	07FEB11		SERVER VICTIONS)		
Owner Activities	divities	321	321	321 22MAR10	17JUN11				
900000 Owner F 900005 Owner M Commissioning	900000 Owner FFE Installation 900005 Owner Move In Ommissioning	18	25	20JUN11 05JUL11	25JUL11			Fees Owner FFE Installation Fee Owner Move In	
900040 Closeout	900040   Commissioning and Balancing IOSEOUT	100	100   100	04APR11	23AUG11			A THE STATE OF THE	Balancing
900070	900070 Punchist Preparation 900080 Project Closeout	90	24 06	29APR11 05JUL11	01JUL11 08NOV11			Punchlist Preparation	seout

Turner Construction Company Ogden Replacement Elementary School

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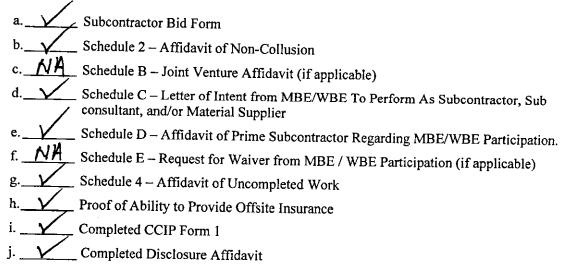


Bids Due: February 19, 2010 @ 10:00AM CST

## 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:



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:

SUBCTR TURNER FOR SUBCTR

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

Miscellaneous & Ornamental Metals

	of namental Metals/Fencing/Stairs, Page 2
S	February 17, 2010  (Hereinafter called "Ridder")
	4619 N. RAY6/KWOOD (Street Address)
	CHICAGO / L. 60640 (City, State and Zip)
	JONATHAN SAMEK (Contact) TONATHAN CHICAGO ARCHITECTURAL METALS. COM
	(Email)
	773-275.0700 X2/ (Area Code/Phone #)
	773.275 · 0900 (Fax Number)
В.	<u>LUMP SUM</u> Lump Sum for Miscellaneous & Ornamental Metals/Fencing/Stairs Work as defined by the Contract  Documents including the Miscellaneous & Ornamental Metals/Fencing/Stairs Requisition:
	Labor Hours included in Bid  2768  hrs
	TOTAL LUMP SUM BID (Excluding W/C & On-Site GL Insurance) \$ 8/0,08/.72
	Eight Hundred TEN THOUSAND EIGHTY ONE TO // NES NO 72/00
	TOTAL LUMP SUM BID (WRITE OUT)
	TOTAL AWARD CRITERIA (Line 15 from next page) \$\frac{781,728.76}{}

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Metals\05500 - REBID REV 7 (bid form) Misc Metals
Ogden School Bid 02.17.10.doc INITIALED FOR: SUBCTR TURNER

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

Miscellaneous & Ornamental Metals/Fencing/Stairs, Page 3

February 17, 2010

## AWARD CRITERIA CALCULATION (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	810,081.72
Line 2	Percentage of the Journeyworkers hours that the Subcontractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	. 50
Line 3.	Multiply Line 2 by Line 1 by 0.04	.50 16,201.63
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)	_ · So
Line 5.	Multiply Line 4 by Line 1 by 0.03	12,151.23
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)	0.0
Line 7.	Multiply Line 6 by Line 1 by 0.01	0.0
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)	0.0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0.0
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)	0.0
Line 11.	Multiply Line 10 by Line 1 by 0.03	J.O
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)	0.0
Line 13.	Multiply Line 12 by Line 1 by 0.01	0.0
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	28,352.86
Line 15.	Subtract Line 14 from Line 1 (= "Total Award Criteria")	<u>28,352.</u> 86 781,728.86

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Replacement School
24 W. Walton Street
Chicago, Illinois 60610
Project No. 1632400
Miscellaneous & Ornamental Metals/Fencing/Stairs, 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 this contract. Note: Bidders must also submit a Schedule D – Affidavit of Prime Subcontractor Regarding MBE/WBE Participation with their bid.

	<b>Bidder Commitments</b>	Trade Specific Goals
Minority Business Enterprise:	<u>90    </u> %	35% participation
Women Business Enterprise:		10% participation

This bid must include Chicago Residency Employment. A minimum of 50% Chicago Residency employment including 7.5% Community Resident Employment is required to be included in this bid. Please review section two in the Turner Procedures Manual for compliance.

### D. ALTERNATES:

ALTERNATE NO. 1MM:

DELETE labor and material for all work associated with illiuminated handrail and replace with typical stainless steel handrail (same size as specified illuminated handrail). Include furnish and install.

DEDUCT \$ 43,329

### D. <u>SUPPLIERS/SUB-SUBCONTRACTORS:</u>

Please provide a list of potential suppliers and sub	o-subcontractors.
1. WILLIAMS STEEL BRECTORS	6 CAVE FRONT SLADA CAS
2. SMTRAL STOSL & WIRD CO.	7. STERWIN - WILLAMS
3. NHCO STOOL CO.	8. LISBOVICH STAGE ALUM
4. RYDR SON 5786L	9. STORT LAKES METALS
5. ISLTA SCROW	10.

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

Miscellaneous & Ornamental Metals/Fencing/Stairs, 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. \$ 69.83/BA. SMU dips 2. \$ 132-1 LF BOCORDIVE FORCE

### 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.

DOS EXHIBIT A'

## G. TRADE LABOR UNIONS UTILIZED IN THIS WORK

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

1. FOCAL #63	4.
2. LOCAL #/	5.
3. LOCAL #150	6

### H. LONG LEAD ITEMS

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

STAINLESS 1. HANGRA	51064		
1. /And/2/0/	15 4 /weeks	6.	/weeks
2	/weeks	7	/weeks
3	/weeks	8.	/weeks
4	/weeks	9	/weeks
5	/weeks	10.	/weeks

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EXPIGIT 'A'



## **Equipment Unit Rates**

Crane 40 ton, regular \$185/hr

Crane 40 ton, premium \$266/hr

26ft. Electric man lift, regular \$120/hr

26ft. Electric man lift, premium \$176/hr

UNITIALED FOR:

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

## Miscellaneous & Ornamental Metals/Fencing/Stairs, 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 12-11-2009
- Bid Information Letter No. 2 dated 12-14-2009
- Bid Information Letter No. 3 dated 12-15-2009
- Bid Information Letter No. 4 dated 12-15-2009
- Bid Information Letter No. 5 dated 02-08-2010
- Bid Information Letter No. 6 dated 02-10-2010
- Bid Information Letter No. 7 dated 02-12-2010
- Bid Information Letter No. 8 dated 02-16-2010
- Bid Information Letter No. 9 dated 02-17-2010

## 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.

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u>

Miscellaneous & Ornamental Metals/Fencing/Stairs, Page 7
February 17, 2010

### K. BID EXECUTION

### 1. Subcontractor's Bid

The Subcontractor hereby acknowledges receipt of the Purchase Requisition for Bid Package 03300 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 **Miscellaneous & Ornamental Metals/Fencing/Stairs T's** 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 **05500**.

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 **05500**, 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.

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

# Miscellaneous & Ornamental Metals/Fencing/Stairs, Page 8 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.

Secretary	Chairman
CONTRACTING PARTY (Print or type names to	underneath all signatures)  4619 N. PAVENSWOOD ST6, 29  CHICAGO / L. 60640  Address
CHICAGO ARCHHISCHURAL METALS	4619, N. PAVENSWOOD STE, 201
Subcontractor Name	Address /
If a Corporation:	,
Na corporation.	
By	President
ATTESP 1	Title of Signatory
By Clado In mine	Secretary
CORPORATE	Title
CORPORATE SEAL	
If a Partnership:	
Partner	Address
Partner	Address
Partner	Address
If a C I D	744.03
If a Sole Proprietorship:	
Signature	
NOTARY PUBLIC	
County of Cook s	tate of C
Subscribed and sworn to before me on this day of	OFFICIAL SEAL
Vintiga Ploycharhl	OFFICIAL SEAL
Notary Public Signature Commission Expires: 4ep 17, 10 14	NOTARY PRELIC - STATE OF ILLINOIS \{
Total y Tubile Bigliature	- \$ MY CONFOSSION EXPIRES SEP 17. 2012 【

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Ogden Elementary Replacement School 24 W. Walton Street Chicago, Illinois 60610 <u>Project No. 1632400</u>

# Miscellaneous & Ornamental Metals/Fencing/Stairs, Page 9 February 17, 2010

## 3. Corporate Resolution (if a Corporation)

I, the undersigned, DO HE	REBY CERTIFY that the following is a complete, true and correct copy of
CHICAGO AL	CUTSOURAL METALS
a corporation duly organize and authorized to do busine called meeting of said board and are set forth in the minuminutes and records of said modified:  WHEREAS, this corporation Public Building Commission No. PS1668 of said Commiss NOW, THEREFORE, BE IT assistant secretary of this concontracts for and on behalf of BE IT FURTHER RESOLV hereby, authorized and direct corporation, such other and a and perform any and all othe	and and existing under the laws of the State of
President: Vice President:	JONATHAN SAMEK
Secretary:	MUFILE OF SAME
Treasurer:	TUTUS OF DAMER
Assistant Secretary:	TILFIEGO DOMOK
IN WITNESS WHEREOF, I	have hereunto subscribed my name and affixed the seal of said lay of, 20

**END OF BID FORM** 

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Ogden School Bid 02.17.10.doc

INITIALED FOR:

SUBCTR

TURNER

INITIALED

# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

SCHEDULE 2 - Affidavit Of Non-collu	sion
STATE OF ILLINOIS }	
COUNTY OF COOK }	·
	, being first duly sworn, deposes and
says that:	
(1) He/She is	
(Owner, Partner, Officer, Representative or	Agent) of
the Bidder that has submitted the attached B	id;
(2) That Bidder is fully informed respectand of all pertinent circumstances respecting	ting the preparation and contents of the attached Bid such Bid;
(3) Such Bid is genuine and is not a coll	usive or sham bid;
employees, or parties in interest, including conspired, or agreed, directly or indirectly, collusive or sham bid in connection with a submitted or to refrain from bidding in condirectly or indirectly, sought by agreement or other Bidder, firm, or person to fix the price Bidder, or to fix any overhead, profit, or cos secure through any collusion, conspiracy,	ficers, partners, owners, agents, representatives, g this affiant, has in any way colluded, connived, with any other Bidder, firm, or person to submit a the Contract for which the attached bid has been nection with such Contract, or has in any manner, r collusion or communication or conference with any or prices in the attached bid or in that of any other t element of the bid price of any other Bidder, or to connivance or unlawful agreement any advantage Chicago or any person interested in the proposed
(5) The price or prices quoted in the atta any collusion, conspiracy, connivance, or unl its agents, representatives, owners, employee	ached Bid are fair and proper and are not tainted by awful agreement on the part of the Bidder or any of es, or parties in interest, including this affiant.
(6) The Bidder is not barred from bidding 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/4 ILCS 570/0/01 through 570/7.	as a result of having violated <i>Illinois Criminal Code</i> , 33E-4 (Bid rotating) or the <i>Prevailing Wage Act</i> , 30
(Signed)	
Smeton of Broness H	enloyment
(Title) Subscribed and sworn to before me this	day of February 20 10
Nuntina Playchambl	
Title) My Commission expires: 10 17 12012	OF-1014, SEAL  NUMBER CRECK OFFARIKUL  COLLARY RUPLO FILTE OF SLIA  NOT LOTHARD CRECK SEP. 17
	WITIALED FOR:
	SUBCTR TURNER

Ogden Replacement Elementary School

### SCHEDULE 4 - Affidavit Of Uncompleted Work

### A. Work Under Contract

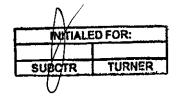
List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon 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						
Contract With		nee	ATTAZ	400		
Estimated Completion Date			NID	- <i>y</i> -		
Total Contract Price			**************************************		/	
Uncompleted Dollar Value if Firm is the GC		***************************************				
Uncompleted Dollar Value if Firm is a Subcontractor						
			TOTAL V	ALUE OF AL	L WORK	

### 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						<u> </u>
Sewer and Drain						
Foundation						
Painting						
Struct. Steel (Bldg Const.)						***************************************
Ornamental Steel (Bidg Construction)	K	E ATT	AZAET	WIF	>	
Miscellaneous Concrete						
Fireproofing						



# PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

	1	2	3	4	Awards Pending	TOTALS
Masonry	•	1 to				
H.V.A.C.	ALL COMMENTS	· ·	The state of the s			1
Mechanical	District Street	C Principles	A COLUMN TO THE		The second secon	
Electrical			To the state of th			
Plumbing	The state of the s		V M dy man dy ma	The state of the s		
Roofing & Sheet Metal						
Flooring & Tile Work	The state of the s	-			en en en en en en en en en en en en en e	
Drywall & Plaster Work	Service and Control of	A CONTRACTOR OF THE PARTY OF TH				
Ceiling Construction	R. Verwert variance and the second	The state of the s		The state of the s		
Hollow Metal & Hardware	All Inches			70.	Classica de la Casa de	
Glazing & Caulking	to Communication of the Commun				100	A A A A A A A A A A A A A A A A A A A
Miscellaneous Arch. Work	and the state of t				I for a party region	
Landscaping		To the state of th				
Fencing			A Ministra	The state of the s	THE PROPERTY OF THE PROPERTY O	
Others (List)		-	THE PARTY OF THE P		The state of the s	
			-	To all the second secon	u de la companya de l	
			The state of the s	Propagation of the control of the co	To the state of th	
				A Transport		
				The same of the sa		The state of the s
				Address of the second of the s		and the second s
and the state of t	A CONTRACTOR OF THE CONTRACTOR				and account	Y grant and Y regarded to regarding to the page.
and the state of t	en el en en en en en en en en en en en en en				A Partition of the Part	A STATE OF THE PARTY OF THE PAR
Canada Carana III.	THE MADE OF THE PARTY.				The state of the s	7
TOTALS						<del></del>

C. Work Subcontracted to Others

INTIALED FOR: TURNER

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.

Subcontractor Type of Work	Winne	A Acres in					Pending
**************************************		YUKI IVO	in	MAZA	J 1217		
Cubandanal Dalas	nist	oration					
Subcontract Price	# 11 901	0.00			7,100		
Amount Uncompleted		Ø					
Subcontractor		7			1/		
Type of Work			- Canada de Cana				
Subcontract Price			1	$\overline{}$			
Amount Uncompleted				$\overline{/}$			
Subcontractor							
Type of Work	WHY THE TANK						
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Amount Uncompleted	· · · · · · · · · · · · · · · · · · ·		1				
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For the Quarter Ending 9-30-2009	1						Ē	
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ŧ			Estimated costs		Orininal	Total Amount	Total	
Project Name & Scope*		Contract Amount	to complete	Percent of Work		Inchuding	Construction in Progress to	
77 W. Wacker - Misc. Repairs				na and the	of Gloss Profit	Retainages	Date	
108 N. State	ľ	25,000,200		100.00%		2 000 no		
1332 - 1335 E 62nd Street - Design	*		2,453,175,59	79.64%	,	2,014,062,20	1 953 640 13	
1332 - 1335 E 62nd Street		ľ		100.00%	5,426.90	000		
3500 Lake Shore Drive Canopy	1			0.00%	-	000	180	
6301 N. Western Shuctural Steel	()			100.00%	61,817,83	53 480 no	40.00	
Ankrak	1	33	297	100.00%	61.858.63	311 810 00	16,9/5,1/	
Anthogologie Chicago - Design	1		849.74	100.00%	95.0 28	00 20	237,619,37	
Anthrogologie Chicago	*			100.00%	6 700 an	0.00	849.74	
Avendale School - Deskin	1		88,056.40	100.00%	-13 256 40	00,000,00	0.00	Ī
Avontale/Irving Park Area School	1			100.00%	26 710 00	20,300,00	88,056.00	1
Blue Cross Phas Shield During	*	"	142,000,00	21.16%	l		0.00	
Rhie Cross Disc Claim	×	21,600,00	00'0	700 001		44.975.00	30,050.00	Ĩ
CBOT	×  	212,916.00	50 634 00	100 00%	162 281 00	21,900.00	0.00	
No Section	*	11,925,00	6.500.00	78000	102,202,00	212,916,00	50,634.00	
City of Chicago Loop Lighting - Design	*	16,420.40	0.00	100 00%	3,423,00	0.00	0.00	
Columbia Octa	*	147,783,60	14 280 79	700 001	10,450,40	16,420.40	0.00	
Concernies	*	674,600.00	8		193,322,01	147,783,60	14,280.79	
FAA C-90 Tracon Eacilly, Day	<u>*</u>	86,400.00		24 38%	24 560 00		0.00	
AA C on Transmit Till	×	45,200.00		7,00 001	33 350 00	25,000,000	12,640.00	
FAA Midway - Desires	*	453,276,00	47,552.48		405 775 50	43,200,00	12,000.00	
FAA Midway	ĸ.	19,977.50	0.00		10 027 50	450,691.00	44,477,48	
Stalls Mill Designation Co. 11.	*	179,797.50	67,573,00		112 224 50	DC.178,81	0.00	
Grand Forestonial Duinting	×	30,040,00	18 024 00	7.11	12,016,00	0.022.30	67,573.00	
Serie Leader	×	2,400,00	800,00	7,000	00.010.51	00.020,61	860.18	
lattis treatmentovation Phase II - Design.	×	21,900,00	0.00	, edo 044	nn nog'i	00.0	00'0	
Harris Hall Kenovation Phase II	×	202 575 00	100 000 001	20.00	21,900,000	21,900,00	00.00	
foyne Savings Bank ,	*	ין חמיו לי	00.000	37.05%	102,575.00	151,095.00	31,050.00	Γ
Hoyne Savings Bank	×	12 000 00	00.0	100.00%	3,000.00	0.00	0.00	T
Kohn Residence	1:	12,000,000	4, UDU. UO	0.00%	B, DDD, 00	0.00	00 1	ł
une Children's Hospital - Design	-	37 660 60	19,562,08	100.00%	38,874,92	21,000,00	10 567 08	T
Lurie Children's Hospital		227.000.00	8	100.00%	37,000,00	37,000,00	OII O	T
uthern General Hospital	-	1 752 806 00	00,434,00	61.84%	144 590 00	88,000,00	116 558 42	
Page Building	-	506 130 00	1,565,780,18	89.32%	70,115.84	1,588,284,71	1 505 680 50	T
Shore Steet	*	A 500 pp	40.5%	100.00%	495,615,36	596,130,001	100 534 64	Ţ
UC-International House ADA - Design		11 000 00	1,500,00	%00.0	3,000,00	800	00 0	T
JC-International House ADA	,ļ,	440.000.00	0.00	100 00%	11 800 00	11.800.00	200	T
JC - Residence Hall - Railings Design	-	00.000.00	17.192.00	98.43%	92,858.00	110,050,00	18 922 45	Ţ
JC - Residence Hall - Railings		623 070 00	00.0	100.00%	69,230,00	69,230,00	000	T
JC - Dining Facility - Design	-	70 333 60	250,000,005	96.51%	373,070,00	503 606 00	241 271 05	T
UC - Dining Facility	1	00 277 07	80.0	100.00%	26,772,80	26.772.80	3 8	T
South Water Purification Plant	1	02.008,043	85,000.00	95.79%	155,955,20	240.955.20	R1 420 nn	Ţ
Amnelka Cenotaph	,  -	20,047,00	30,000.00	78.96%	28,647.00	8 100 00	23 687 30	T
	1	00,002,22	5,896,00	100.00%	16,304,00	R ROD OD	00 000	T
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Wilb	L	3	ш	-	P	1	5	25
For the Quarter Ending 3-30-2009								
•	_	ļ	Estimated costs			Total Amount	Total	
Project Name & Scope*	<del>-</del>	Contract Amount	to complete	Percent of Work	Estimate	Billed to Date	Construction in Progress to	<del></del>
77 W. Wacker - Misc. Repairs	ľ	Į.			VI GIUSS Prom	Retainages	Date	
105 N. State	Ľ	2 520	1	100.00%		2,000,00		
1332 - 1335 E 62nd Street - Design	*		2,453,175,59	79.64%	75,871,41	2,014,062,20	1.953.640.33	
1332 - 1335 E 62nd Street	Ľ	48 BA3 10		100.00%	5,426.90			
3500 Lake Shore Drive Canopy	Ě	78.393.00	35,600,00	0.00%	13,042,10		0.00	
6301 N. Western Shuctural Steel	×	359.476.00	,	700.00%	61,817,83	53,460.00	16.575.17	
Ankrak	×	1,800.00		300.00%	61,856,63	311,619.00	297,619,37	
Anthogologie Chicago - Design	*	6.700.00	049.74	100.00%	950.26	0.00	849.74	
Anthregologie Chicago	*	74,800,00	288	100.00%	6,700.00	6,700.00	0.00	
Avontale Action - Design	ř	26,700.00		100.00%	-13,256.40	50,300.00	88,056.00	
Rine Cross Direction	-	240,300.00	142.00	21 \$6%	20,00,00	26,700,00	1	
Blue Grees Ship Strick - Design	×	21 600.00		100 00%	24 500 00	44,975.00	30.06	
CAOT	×	212,916.00	50,634,00	160.00%	162 282 00	21,900.00		
Cily of Chicago Local Jakin	×  	11,925,00	6,500,00	%00.0	F 425 00	2:2,916,00	50,634.00	
City of Chicago Local Lists	<u>*</u>	16,420.40		100.00%	16 A20 AB		0.00	
Columbia College	*	147,783,50	14 280 79	100 00%	110 507 64	1	0.00	
Couganolex	*	674,600.00	647,618,00		26 084 00	147,783.60	14,280.79	
FAA C-90 Tracon Faciliv - Design	<u>* </u>	86,400.00	51,840.00	24,38%	34 580 00	25 000 00	0.00	
FAA C-90 Tracon Facility	-   -	45,200.00	12,000,00	100.00%	33,200,00	45 200 001	12,040,00	
AA Midway - Design	1	453,276,00	47,552,48	93.53%	405 723 52	450 R01 D0	14,000,00	
-AA Midway	-	19,977.50	0.00	100.00%	19,977,50	19.977.50	84.14.4	1
Graue Mill Professional Building	1	1/8/8/30	67,573,00	100.00%	112,224.50	178,022.50	67 573 00	
Sreenspoon Table	٠,	30,040,00	18,024,00	4.77%	12,016,00	15,020,00	860 18	
larris Hall Renovation Phase II - Desira	// 	2,400,00	ě	0.00%	1,600.00	0.00	000	Ţ
Harris Hall Renovation Phase B	1	21,900,00		100.00%	21,900,00	21 900.0n	8	
Hoyne Savings Bank	×   ;	202,575,00	100.000.00	31.05%	102,575,00	151 095 00	24 060 00	
Hoyné Savings Bank	× :	3,000,00	00.0	100.00%	3,000.00	900	Orneni c	T
Cohn Residence	1	12,490,00	4,000.00	%00.0	B 000 00	8	90.5	1
une Children's Hospital - Design	1	38 437.00	19,562.08	100.00%	38.874.92	21 000 00	00,03.04	
une Children's Hospital	٠,	37 000 000	8.0	100.00%	37,000,00	37 000 00	19,202.00	
uthern General Hospital	-	333.084.00	188,494,00	61.84%	144 590 00	88 000 00	410 558 47	
Page Building	<u>.</u>	00.92,830.00	1,685,780,16	89.32%	70,115.84	1 588 284 71	1 505 680 50	1
Shore Steel	٠,	330,130,00	100.514.64	100.00%	495,615,36	596,130,00	100 554 64	
UC-International House ADA - Design	×	11 800 00	1,500,00	%00.0	3,000,00	000	00.0	
UC-International House ADA		110 050 00	17 103 80	100.00%	11 800 00	11,800,00	00.0	
UC - Residence Hall - Railings Design	*	69 230 00	00.00	98.43%	92,858.00	110,050.00	18 922.45	T
UC - Kesidence Hail - Railings	×	623.070.00	250 000 00	100.00%	69,230,00	69,230.00	00'0	ľ
C - Dining Facility - Design	×	26 772 80	0.00	W 100	373,070,00	503,606,00	241,271.05	
C - Dining Facility	×	240 955.20	85 000 OC	06.300	26,772,80	26,772,80	0.00	
South Water Fulfillation Flant	×	58,647.00	30 000 00	78 009/	135,955,20	240,955.20	61,420.00	
marena Cenolaph	×	22,200,00	5,896,00	100 00%	16 204 00	8,100.00	23,687,38	
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		27.20,000	1.4.CLD.8C4.D	_	CALL CLA			

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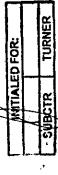
INITIALED FOR: TURNER



# IN PROGRESS PROJECT LIST

	4.	•			•	•	
1920 1935 F. F. C.	Owner/Confractor Addresses	Contact	Project Type	Contract Amount	Course Deta	100	Update 11/12/2009
1552 - 1559 E. bznd St. Condominums - New Decks & Railing	1335 E. 52nd St Unit 2 Chicago, 1L 60615	Michael B. Blake	Motole Morb	4	Comp. Date	Siarus	Project Manager
	650 Anthony Trail, Ste D		Indials Wolf	00,802,90	5002	8	Jeff
22,W. Washington	Northbrook, IL 60062 Tel: 847-272-3332	Jim Hoeflich	Metals Work	\$ 2.176.075.00	0000		Š
3500 N. LSD Canopy Repair.	Ominibus Real Estate, Incorporated 5330 W. Devon Ave	č				3	SAF
	Jones, Lang and LaSalla Property **	Mark Richardson	Metals Work	\$ 79,000.00	5009	90	S not
77 W. Wdoker - Misc Rapairs	Management 77 W. Wacker Chicago, It.	Wolly Decise	:				ŀ
d	Bulley & Andrews, LLC	wany rigard	Metals Work	\$ 2,000.00	2009	႘	
GS 7 008 - 038	1755 West Amitage Avenue Chicago, IL 60622 Tel: 312-207-2100	Ruice Mance	#4 			_	,
	Esche & Lee	e de la constante	WIEIENS WOORK	1,765,000.00	5003	8	Frâncisco
Ann & Robert H. Lurie Children's Hospital of Chicago	306 West Campus Drive Arlington Heights, fl. 60004	Soott Cappinger	Metals Work	\$ 368.470.25	,	, 0	,
· · · · · · · · · · · · · · · · · · ·	Mackenzia Keck Construction 301 Roundhill Drive					CDS.	Lan
Anthropologie - Chicago *	Rockaway, NJ 07866	Jerry Princehorn	Metals Work	\$ 81,500.00	2009	Sub	Francisco
Avondale/Irving Park Area Elementary School	Leoparuo Companies 5200 Prairie Stone Parkway Hoffman Estates, it. 60192		Metale Mork	900000			
Blue Cross Blue Sheild '	Walsh Group 929 West Adams St.	Paul Gozar			5002	ons.	Paul
	Scott I von Ouston Homes	312-653-2092	Metals Work	\$ 216,000.00	+2009	Sub	Francisco
Brown Residence	Highland Park, IL 60035	Scott Rosett	Metals Work	\$ 2,000.00	5003	, 2	W.
C-90 Tracon, Elgin	Federal Aviation Administration	Karen Czerwiec	Metals Work	55	2000	3 8	Mind
CBOT - Bollard Repair Projact	Krahl Construction 322 S. Green St. Chicano II 60607	State of the state			6007	3	MS/Pau
-	Capital Cement	Steven Dienningel	Metars Work	5,130.00	5003	ဗ္ဗ	Mike
City of Chicago - Loop Lighting Improvement	6231 N. Pulaski Road Chicago, IL 60646	David Slonim	Metals Work	. 164 204 00	9000	ç	
•	Arcadia Products 650 Anthony Trail, Ste D					3	a non
Columbia College Media Center	Northbroak, IL 60062 Tel: 847-272-3332	Weldon Liles	Cudain Wall	670 446 11	000	-	•
,	Leander Construction, Inc PO BOX 345		•		Emz	ans	
Cougarplex	24472 N. Co. 6 Canton, IL 61521		Matala Mand		,		,
-	Executive Construction Inc		Medals Wolf	00:006:59	5008	Sub	Jon B
De Stefano + Partners - Chicago Office	Allside, IL 60162	Tom Grotts	Metals Work	\$ 22,670,00	2004	. 0	*
4	Federal Aviation Administration Central Service Logistics Area		í			CINC)	IVIIKE
1	Chicago Office; AGL-52 2300 East Devon Ave				· ;		1
FAA_AIT Teafing Control Fower (Midway Airport)	Des Plaines, IL 60018	Guadatupe Gonzalez	Metals Work	\$ 199,775.00	5005	30	•

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		Francisco		Jon B			• •	Міке		Mike		•	٠ <u>٧</u>		•	Paul		- C	Lan		22		MS.		MS			Francisco	Jeff		Jeff			Francisco	•		
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	ŧ	5009		2009		2009	6	2009	9000	6007	2009		5009		0000	6007		. 6002		,2009			2009		. 5005			5009	5003		2009			2009		5002	2009
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	;	Kenee Mercer	Anthony Doubles	September 1	Kiiri Hazner	1017011111	David Neiman		Joanna Frank	Richard Potokar		_	Katherine Solecki		Munish Mehta			Sandrah Combs		Clare Seliger		Randy A. Read		NealZahn			Jeff Reist		Michael J. Polacheck	•	Jason Faivre		Minches A reduition	vviildy Andrillon	Kelly Clament		Chris Shannon
Kinsella Landscape, Inc	13621 S. Harrison Ave Blue Island, IL 60406 Tel: 708-371-0830	Tumer Construction	55 E. Monroe St. Suite 3100 Chicago, 11, 60603	Hezoorp Construction Services	o o Broadway Street Suite 100 Libertyville, IL 60048	Maytav, Inc	Ocoo N. Western Ave Chicago, II. 60645	Scott Himmel Architect 360 N. Michigan Ave Suite 1118	Chicago, IL 60601	rotokar, the 241-A East Burlington Riverside, IL 60546	Arcadia Products	650 Anthony Trail, Ste D Northbrook, IL 60062	Tel: 847-272-3332 Karpedium Construction Congest	(ielling) lighter region	Tel: 312-850-3077	Berglund Construction 111 E. Wacker Drive	Chicago, IL 60601	Seliger Residence	2035 N. Burling st.	Chicago, IL	3250 E. Glenwood-Dyer Road	Lynwood, IL 60411 Tel: 708-895-8960	The Horizon Group	due w. /6th St. Daveport, IA 52806	Bulley & Andrews, LLC	1755 West Armitage Avenue	Tel: 312-207-2100	George Solikt Co. 790 North Central Ave	(Wooddale, IL 60191	F.H. Fascher/S.N. Nielsen 8735 W. Higgins Road Suite 225 Chicago II, 60604	Gibane Building Company	8550 W. Bryn Mawr Ave	Suite 500 . Chicago, It 60631	Aldridge Electric, Inc	844 E. Rockland Road Libertyville, IL 60048	9300 W. 47th Street Brookfield, IL 60513	Tel: 708-387-1501
	Greue Mill Professional Buidling		Harris Hall Renovation Phase il		Hoyne Saving Bank	ı	Kohn Residence		Kotin - (able	Loretto Hospital	•		Lutrieran General Hospital	•	Monsoon Plaza		MSI - YOU' Exhibit		Seliner Residence a New Cross Dood, Dails	Siles Long Long Long Kalls -	÷ ,	Northeastern IL University	7	Oxidized Metal Finish	,		Page Brothers Building +	South Water Purification Dland	I I I I I I I I I I I I I I I I I I I	UC - International House ADA-Improvement	THE PROPERTY OF THE PARTY OF TH		UC - New Residence Hall & Dining Facility	ŀ	Wabash Avenue Renoyation - Omamental Iron	\	Winnetka Cenolarph Restoration



Ogden Replacement Elementary School

### Affidavit of Uncompleted Work (continued)

INITIALED FOR:
SUBÇTR 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 School
Project Number:
FROM:
Great Lakes Metale MBE WBEX
(Name of MBE or WBE)  WBE WBE
TO:  Metal Building Commission of Chicago (Name of General Bidder)
The undersigned intends to perform work in connection with the above-referenced project as (check one):
a Sole Proprietor a Corporation
a 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 a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.
Steel products
The above-described services or goods are offered for the following price, with terms of payment is stipulated in the Contract Documents.
#81,008.00

INITIALED FOR:
SUBÇTR TURNER

FEB-18-2010 THU 02:18 PM Chicago Arch Metals

FAX NO. 17732750900

P. 02

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

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

PARTIAL PAY ITEMS For any of the above items that are par subcontract dollar amount:	tial pay items, specifically describe the work and
it more space is needed to fully describe the payment schedule, attach additional sheet(s)	e MBEWBE firm's proposed scope of work and/or
SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/	WBE subcontract will be sublet to non-MBE/WBE
D % of the dollar value of the MB contractors.	EMBE subcontract will be sublet to MBENVBE
TANDADIO, O ZOIO (DI MIDSLIDE IMIECI IN PACH NE	subcontracting any of the work described in this ink above. If more than 10% percent of the value of will be sublet, a brief explanation and description of
The undersigned will enter into a formal Subcontractor or Commission, conditioned	agreement for the above work with the Prime upon its execution of a contract with the Public to within five (5) working days of receipt of a notice
GREAT LAKES METALS CORP	Frene Marlhot
Name or MBE/MBE Firm (Print)	SIGNATURE MAILHIOT
Phone Phone	Name (Print)
FAPPLICABLE: By:	
oint Venture Partner (Print)	Signature
ate	Name (Print)
hone	MBE WBE Non-MBEWBE

INITIALED FOR:



City of Chicago Richard M. Daley, Mayor

Department of Procurement Services

Montel M. Gayler
Chief Procurement Officer

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

December 4, 2008

Donna M. Herpich Great Lakes Metals Corporation 8920 S Octavia Bridgeview, IL 60455

Annual Certificate Expires: Vendor Number:

December 1, 2009 1068319

Dear Ms. Herpich:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until December 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by <u>December 1</u>, 2009.

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

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

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

### Steel Sales and Metal Service Center

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

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

Sincerely

Deputy Procurement Officer

LAL/bc

IL UCP HOST: Pace

NEIGHBORHOODS

UNITIALED FOR:



GREAT LAKES METALS

From: To: City of Chicago

Great Lakes Metals Corporation

Donna Herpich

Date:

11/3/2009 7:19:06 AM

Fax:

Phone:

(708) 430-0505 (708) 430-0500

Donna Herpich Great Lakes Metals Corporation 8920 S. OctaviaBridgeview, L 60455

Dear Donna Herpich:

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

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) 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
Telaphone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott

Acting Managing Deputy

City of Chicago Office of Compliance

NITIALED FOR:

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:	Orden Sch	rl	
Project Number:			
FROM:  (Name of MBE or	Archetectral M	etal Wille X	WBE
TO: <u>Juicuso Ara</u> (Name of General	Whotrod Metal	nd Public Building Co	mmission of Chicago
The undersigned (check one):	intends to perform work in cor	nnection with the abo	ove-referenced project a
	a Sole Proprietor a Partnership		_ a Corporation _ a Joint Venture
dated/2//30/	atus of the undersigned is con 100 In addi 101 a non-MBE/WBE firm, a Schedu	tion, in the case who	ere the undersigned is a
described goods in	prepared to provide the follow connection with the above-nam	ring described service ed project.	es or supply the following
- Model Proces	talorication for an agreet		
The above-describe as stipulated in the	ed services or goods are offered Contract Documents.	for the following pric	e, with terms of payment
	\$ 729,1	173.72	
	· 1-7		

NITIALED 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)

For any of the above items that are parti- subcontract dollar amount:	al 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.	/BE subcontract will be sublet to non-MBE/WBE
contractors.  If MBE/WBE subcontractor will not be sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-	subcontracting any of the work described in this above. If more than 10% percent of the value of vill be sublet, a brief explanation and description of
The undersigned will enter into a formal a Subcontractor or Commission, conditioned u	agreement for the above work with the Prime pon its execution of a contract with the Public o within five (5) working days of receipt of a notice
Mican Ardifected Met	e Boll
Name of MBE/WBE Firm (Print)  Date  773 · 275 · 070  Prione	Signature  WITTS / BRUSTV  Name (Print)
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Dhana	\

MITIALED FOR:
SUBÇTR TURNER



# OFFICE OF COMPLIANCE

December 30, 2009

Alfredo Von Samek Chicago Architectural Metals, Inc. 4619 North Ravenswood Suite 201 Chicago, IL 60640-4579

Dear Alfredo Von Samek:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until June 30, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by December 31, 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 and Individual 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:

### · ORNAMENTAL IRONWORK METAL WORK

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

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,

Omar A. Brown

Senior Compliance Officer

VINITIALED FOR:
SUBCTR TURNER

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: Ogd	in School		<u> </u>
STATE OF ILLINOIS } }SS			
COUNTY OF COOK }			
In connection with the above-caption  Title and duly authorized re	presentative of	great	<del></del>
Name of General Contractor  4619 N - Ravers	r whose address is	chair	200 6064
in the City of	e-referenced Contract, includin tatement of the extent to which as the Contractor for the Proj	g Schedule C a n MBE/WBE firr ect.	nd Schedule B (if
Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Goals	
Chicago Architectual 1	Netals (Botuma,	MBE \$	\$
Great Lakes Metal		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		s	
		Ψ	\$
	Total Net MBE/WBE Credit	200172	\$81,018-

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.

SUBCTR TURNER

## PUBLIC BUILDING COMMISSION OF CHICAGO Ogden Replacement Elementary School

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

SUB-SUBCONTRACTING LEVELS	
% of the dollar value of the MBE/WBE contractors.	subcontract will be sublet to non-MBE/WBE
100 % of the dollar value of the MBE/WBE subco	ontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subconschedule, a zero (0) must be filled in each blank about	
If more than 10% of the value of the MBE/WBE sub- explanation and description of the work to be sublet to	
The undersigned will enter into a formal agreement MBE/WBE firms, conditioned upon performance as Commission, and will do so within five (5) business from the Commission.	Prime Sub-Contractor of a Contract with the
By:  Manage Arelytective Metal  Name of Prime Sub-Contractor (Print)  Date	Signature CHRISTN Name (Print)
Phone	
IF APPLICABLE:	
Ву:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE

Phone/FAX

INITIALED FOR: TURNER Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 05500 – Miscellaneous Metals Chicago Architectural Metals, 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:

UBCTR TURNER

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 05500 – Miscellaneous Metals Chicago Architectural Metals, 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:

Ogden Replacement Elementary School Chicago, Illinois Contract No. 16324 05500 – Miscellaneous Metals Chicago Architectural Metals, 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.

NITIALED:
SUBÇTR TURNER

### **FORMULA FOR CHANGES**

Percentage Markup and Procedures Applicable to Work Added to or Omitted From the Original Subcontract Agreement

### OGDEN REPLACEMENT ELEMENTARY SCHOOL CHICAGO, ILLINOIS

LUMP SUM:

Rev. 9/14/08

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

### **TIME & MATERIAL:**

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

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

Additions: General

Submission of estimates and costs shall be itemized in a form satisfactory to Turner to permit ready analysis and 1. 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.

05%

- No overhead and profit will be permitted on the premium time portion of overtime work. 2.
- %'s shall apply to net differences in quantities for adds and deducts in any one change. 3.
- %'s applied by sub-subcontractors for Labor & Material shall not exceed those of subcontractors. 4.
- 5. "Net Actual Cost" defined:

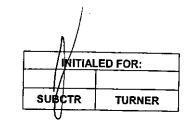
### A. **LABOR**

- 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.
- 11. Engineering and drafting performed with Turner's prior approval.
- Fringe Benefits established by governing trade organizations. III.
- Federal Old Age Benefits, Federal and State Unemployment Taxes. IV.
- Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage, and any V. other forms of insurance required by Turner.

### В. 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:
  - Supervision and Executive Expenses (both field and office supervision). Α.
  - Small tools; incidental scaffolding, blocking, shores; appliances; subcontractor's trucks & drivers; etc.; and В. the expense of maintaining same.
  - Administrative expenses clerical, accounting, etc., both at the Project and in the Subcontractor's office. C. 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

  - Foreman not directly performing physical performance of the work (non-working foreman).
- 7. %'s shall include all profit.



### EXHIBIT 1 - SAMPLE ENROLLED Subcontractor Certificate of Insurance

		TIFICATE OF INSUF	RANCE	- • •	ISSUE DATE: CURRE	NT DATE	
PRODUCER Insurance Agent's Name And Address TELEPHONE #		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  COMPANIES AFFORDING COVERAGE					
						I	ISURED
Subcontractor's Name and Address			COMPANY B LETTER				
Sample Certificate for Enrolled Parties		COMPANY c					
Required Insurance			COMPANY o				
¢¢	VERAGES			· · · · · · · · · · · · · · · · · · ·			
CE EX O	IIS IS TO CERTIFY THAT THE POLICIE DICATED, NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUC	PERTAIN THE INCLID	ANCE VELOCIALISM OF A	NY CONTRACT C	R OTHER DOCUMENT WITH RESPI	ECT TO WHICH THIS DALL THE TERMS,	
TR	INSURANCE	POLICY NO.	DATE MM/DD/YY	DATE	ALL LIMITS		
•	GENERAL LIABILITY  GOMMERCIAL GEN. LIABILITY  CLAIMS MADE GOCCUR.  COMMER'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)	Limits as Stipulated in Turners contract with th Prime Subcontractor, or as otherwise instructed by Turner. If no indication is given, then the mirimum required	
	AUTOMOBILE LIABILITY  ME ANY AUTO  IT ALL OWNED AUTOS  IT SCHEDULED AUTOS  ME HIRED AUTOS  NON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	Itmits are \$5,000,000 \$1,000,000 (Except in the State of New York - \$2,000,000)	
	EXCESS LIABILITY  MI 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)	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS   (Each accident) (Disease-policy limit) (Disease-each employee)	\$1,000,000 \$1,000,000 \$1,000,000	
l	OTHER: EQUIPMENT FLOATER	Policy Number			Limit equal to Full Coverage of Subcontract machinery, equipment, tools, & temporary	stor's owned or rented structures not designed to	
Ricoshie Aco	n Risk Services, Inc. Milwaukee Ave.	or of Subrogation in favor	r of Certificate Holders CANCELLATION SHOULD ANY OF EXPIRATION DATI 30 DAYS WRITTE! FAILURE TO MAIL	THE ABOVE DESIGNATION OF THE ABOVE DESIGNATION OF THE NOTICE TO THE SUCH NOTICE S	become a permanent part of the Work riner Construction Ogden Replacement O endorsement CG 20 10 11 85 or its des. GL and WC coverage apply off-sit CRIBED POLICIES BE CANCELED B ISSUING COMPANY WILL ENDEAW CERTIFICATE HOLDER NAMED TO HALL IMPOSE NO OBLIGATION OR SENTS OR REPRESENTATIVES.	equivalent), Automobile e. EFORE THE OR TO MAIL	
	ew, IL 60025 tion: Mary Doyle		AUTHORIZED REF	RESENTATIVE		<del>-</del>	
_	D 25-S (3/93)		By: (original	signature)			

MNITIALED FOR:
SUBCTR TURNER