# 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. #09400 Terrazzo Scope** of PBC Contract No. PS1668 (the "Contract"), which Contract was made and entered into as of **May 14, 2010** by and between the PBC and **Metropolitan Terrazzo, LLC** ("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 30 day of June, 2010, by:

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

By: _____
Erin Lavin Cabonargi
Executive Director

State of Illinois
County of Cook

This instrument was ACKNOWLEDGED before me this 30th day of June, 2010 by Erin Lavin Cabonargi, as Executive Director of the Public Building Commission of Chicago.

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

Daisy L. Jackson
Notary Public

## AGREEMENT TO CONTRACT ASSIGNMENT

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

By: _____

Name: Stephen W. Fort

Title Vice President & General Manager

State of Illinois,
County of Cook

This Instrument was acknowledged before me this **14th** day of **May, 2010** by Stephen W. Fort, as Vice President and General Manager of Turner Construction Company.

Donna Marie Shimkus
Notary Public

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

**CONTRACTOR**
**Metropolitan Terrazzo, LLC**

By: _____

Name: PHILIP J. PHILLIPS

Title VICE PRESIDENT

State of Illinois,
County of Cook

This Instrument was acknowledged before me this 7 day of June, 2010 by _____, as _____ of ✓.

Donna Marie Shimkus
Notary Public

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

**This Agreement,** made as of the **FOURTEENTH** day of **MAY** in the year **TWO THOUSAND TEN** by and between **the Public Building Commission of Chicago**, an Illinois municipal corporation, (hereinafter called the "PBC") and **METROPOLITAN TERRAZZO, LLC., an Illinois Corporation with office located at 645 Lunt Avenue, Elk Grove Village, Illinois 60007** (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 **TERRAZZO** (hereinafter called the Work) for and at the **OGDEN REPLACEMENT ELEMENTARY SCHOOL** (hereinafter called the Project), located on premises at **24 WEST WALTON STREET, CHICAGO, ILLINOIS 60610** (hereinafter called the Premises), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by **NAGLE HARTRAY DANHER KAGAR McKAY PENNEY ARCHITECTS, LTD.** (hereinafter called the Architect) and with the terms and provisions of the Agreement for Construction Management Services (hereinafter called the "General Contract") between PBC and **Turner Construction Company** (hereinafter called the "Construction Manager") dated **OCTOBER 15, 2009** and in strict accordance with the additional Provisions, **FIVE (5)** pages annexed hereto and made a part hereof.

**Contract Documents**

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

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

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

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



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

**Time of Completion**

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

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

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

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

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



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**Price**

**Article IV.** The sum to be paid by the PBC, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be **NINE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED EIGHTY-SIX AND 00/100 DOLLARS ($969,986.00)** (hereinafter called the Price) subject to additions and deductions as herein provided.

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

**Monthly Estimate**

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

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

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

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

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

**Final Payment**

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



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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 of Subcontractor to fully perform and satisfy any or all obligations set forth in this Article IV shall



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constitute a default, entitling the PBC to take action as described in Article XI.

**Extension of Time**

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

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

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

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

**Freight Charges and Shipments**

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



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**Dimensions**

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

**Shop Drawings**

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

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

**Contiguous Work**

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

**Interpretation of Plans and Specifications**

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

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

**Change Orders, Additions and Deductions**

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

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

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



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****See Formula for Changes**

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

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

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

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

**Inspection and Defective Work**

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

**Failure to Prosecute, etc.**

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



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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).

**$2, 000,000 / Occurrence**

**$4,000,000 General Aggregate**

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

OR

B) The above insurance coverages shall be provided through a consolidated insurance program arranged by Construction Manager as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms and conditions, and makes all representations and warranties, associated therewith. **$31,986.00** (The "Insurance Cost") is included in the Price to pay for the premiums for the above insurance coverages for this Subcontractor and its subcontractors. Subcontractor shall include this Insurance Cost in its Application(s) for Payment (which Applications are to be submitted to the PBC and Construction Manager as provided herein) when and as directed by the PBC and Construction Manager. PBC will, when due, on behalf of the Subcontractor, make such payment by delivering the Insurance Cost (or the portion of the Insurance Cost that was included in the Application for Payment) to the relevant Worker's Compensation and General Liability insurance companies and PBC will deliver the balance of the Application for Payment due for Work completed to the Subcontractor. Upon completion of the enrollment process in the consolidated insurance program, the Subcontractor and its subcontractors will be provided with their own individual Worker's Compensation Policy by the consolidated insurance administrator and will be a named insured under the General Liability policy issued on the project on behalf of PBC and its designated Subcontractors. The Subcontractor will incur a premium expense payable through PBC for such premium and Subcontractor hereby commits to record these costs as outlined above. All executed change orders will include an additional premium for Worker's Compensation and General Liability as applicable and will be included in Applications for Payment submitted to PBC, expensed by the Subcontractor and the premium paid by Subcontractor through PBC, as outlined above.

OR

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

OR

D) ~~The above insurance coverages shall be provided by insurance companies selected by this Subcontractor. Subcontractor is an Excluded Party to the consolidated insurance program as described in the CCIP Manual (a Contract Document) for its own self performed work and any Excluded Party lower tier subcontractor (if applicable) to the consolidated insurance program arranged by Construction Manager. All costs for Subcontractor's insurances are included in the Price and are to be paid by the Subcontractor. For Subcontractor's Enrolled Party lower tier subcontractors,~~



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

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

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

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

**$1,000,000 / Accident**

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

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



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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.



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**Entire Agreement**

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

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



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

**METROPOLITAN TERRAZZO, LLC**

By: _____

PHILIP S. OHLICHS V.P.
Print Name and Title

In the Presence of: (Witness)

By: _____

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: _____
Richard M. Daley, Chairperson

By: _____
Executive Director

By: _____
Secretary

*Approved as to Form and Legality:*

By: _____
Neal & Leroy, LLC

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

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

Subcontractor's **Illinois** State Sales Tax Registration No. _____

| FOR PBC INTERNAL PURPOSES ONLY: | | | ONE-TIME CONTRACT | | | | | |
|---|---|---|---|---|---|---|---|---|
| SUBCONTRACTOR<br>METROPOLITAN TERRAZZO, LLC<br>645 LUNT AVENUE<br>ELK GROVE VILLAGE, ILLINOIS 60007 | | | OFFICE<br>CHICAGO | JOB NAME<br>OGDEN REPLACEMENT ELEMENTARY SCHOOL<br>CHICAGO, ILLINOIS | | | | |
| WORK (brief description)<br>TERRAZZO | | | AWARD NO.<br>34 | VENDOR NO.<br>3J000362 | CONTRACT NO.<br>16324 | CHANGE NO.<br>000 | REF. | |
| PHASE CODE<br>09400 | CATEGORY<br>05 | DATE<br>MAY 14, 2010 | BOND<br>N/A | W/C EXP.<br>09/22/10 | GEN. LIAB. EXP.<br>09/22/10 | AUTO EXP.<br>09/22/10 | EXCESS EXP.<br>09/22/10 | |
| TOTAL CONTRACT VALUE: $969,986.00 | | | | | SAR: ✓ | | AON ☐ | |



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## ADDITIONAL PROVISIONS

**A. Terrazzo Work as described in the following documents:**

1. Purchase Requisition Bid Package-Rev 1 Bid Package #23 Terrazzo dated April 12, 2010 (5 pages attached).

2. Bid Information Letter #01 dated 03/31/10 For Architectural Millwork & Casework; Terrazzo; Fluid Applied Flooring; Food Service Equipment Bidders (1 page attached).

3. Bid Information Letter #02 dated 04/02/10 For Architectural Millwork & Casework, Terrazzo, Fluid Applied Flooring, Food Service Equipment, Painting Bidders (1 page attached),

4. Bid Information Letter #03 dated 04/12/10 For Architectural Millwork & Casework; Terrazzo; Fluid Applied Flooring; Food Service Equipment; Painting Bidders (1 page attached),

5. Bid Information Letter #04 dated 04/14/10 For Architectural Millwork & Casework; Terrazzo Bidders (1 page attached

6. Drawing List dated 3-30-10 (14 pages attached).

7. Project Schedule "Early Trade Schedule" - Run Date September 11, 2009 (2 pages attached).

8. Turner Bid Form dated April 12, 2010 (9 pages attached).

9. Exhibit 1 – Required Public Building Commission Subcontract Provisions (Please reference Section 6 of Procedures Manual for this document):

   a. Schedule 2 – Affidavit of Non-Collusion (1 page attached).

   b. Schedule 4 – Affidavit of Uncompleted Work (4 pages attached).

   c. Schedule 8 – Disclosure of Retained Parties (3 pages attached).

   d. Schedule C – Letter of Intent from MBE/ WBE to Perform as Subcontractor, Subconsultant, and/ or Material Supplier (4 pages attached).

   e. Schedule D – Affidavit of General Contractor/ Subcontractor Regarding MBE/ WBE Participation (2 pages attached).

10. Contractor Controlled Insurance Program (CCIP) Insurance Manual Final Version dated 10/13/09 (1 page Acknowledgement sheet attached).

11. Ogden Replacement Elementary School's Procedures Manual dated December 17, 2009 (1 page Acknowledgement sheet attached).

12. Ogden Replacement Elementary School's Project Site Specific Safety Plan (1 page Acknowledgement sheet attached).



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13. Subcontractor's verified Aon Form 1a (to be attached thru a Subcontract Information Letter when verified by Aon).

14. Formula for Changes (1 page attached).

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

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

2. Provide all work under this Subcontract Agreement in strict accordance with the information reflected in the Contract documents listed in Item A. of these Additional Provisions and the amplifications and clarifications which shall supersede the information listed in Item A., if a conflict arises.

3. It is understood that this Subcontractor shall provide (furnish, unless otherwise noted in Item A. and install) all requirements of the **Terrazzo** Work specifically defined in the following specification sections and as clarified in all related specifications- and drawings of the remaining contract documents:

**Primary Specifications**
**(Reference Purchase Requisition)**

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

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

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

2. Sales Tax on permanently installed materials.

3. Performance and Payment bonds.

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

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

2. It is agreed that one (1) management employee of the subcontractor who will be directly involved on the project will be either a LEED Accredited Professional, or LEED Accredited Professional + as verified by the USGBC, **or will be required to complete the online LEED training course offered via USGBC entitled "**LEED Core Concepts & Strategies Online course**" which may be accessed via www.usgbc.org. (http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1760#CCSON).**



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ADDITIONAL PROVISIONS (Continued)

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:

   a. 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.

   d. Subcontractor's EMR shall be less than 1.0.

**E. LIQUIDATED DAMAGES**

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

**F. CLAIM FOR EXTENSION OF TIME**

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

**G. HAZARD COMMUNICATION STANDARDS**

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

**H. CHANGE PROPOSALS**

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

**I. MBE/WBE PARTICIPATION**

The Contract Price includes a commitment to subcontract at least twenty-five percent (25%) to qualified minority business enterprises (MBE) and at least five percent (5%) to a qualified women business enterprises (WBE). Upon committing to these Subcontractors/Vendors, further documentation including but not limited to Turner's MBE/WBE award affidavit will be required to substantiate the actual dollar amount and names of the companies involved.



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

**J. SHOP DRAWINGS**

(Reference Procedures Manual for Subcontractors)

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

The insurance coverages shall be provided through a consolidated insurance program arranged by Turner. **$31,986.00** (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:**

N/A

**M. ALTERNATES**

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

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



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ADDITIONAL PROVISIONS (Continued)

**N. ALLOWANCES**

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

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

**O. UNIT PRICES**

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

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

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

2. Wage rates (Note: Rate sheets will be incorporated into this contract via a Subcontract Information Letter when the 2010 – 2011 labor rates become finalized).

**END OF ADDITIONAL PROVISIONS**



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**Turner**

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

April 12, 2010

**PURCHASE REQUISITION – REV 1**
**Bid Package #23**
**Terrazzo**

## 1. GENERAL REQUIREMENTS:

Per the Bid Checklist, two hard copies of the completed bid forms are due to Turner Construction by **April 16, 2010** ***no later than 1:30PM 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 **Terrazzo Work** 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 **March 30, 2010** including plans and specifications.

D. Turner's Bid Form dated **April 12, 2010**.

E. Specifically include all Division 1 specifications and the following specification sections:

**Primary**
09410 – Terrazzo

**Secondary**
03300 – Cast-in-place Concrete



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

A. The **Terrazzo** Package shall include, but not be limited to, all materials, labor, equipment, samples, shop drawings, engineering, layout, supplies, plant, tools, contributions, insurance, taxes, compliance with all agencies (City, County, State, and Federal as may be required) all other services and facilities, and other things necessary for the performance of the work as shown, detailed, and/or implied by the Contract Documents as listed in the invitation to bid and as defined herein.

B. Layout off of Turner initial building control of three (3) benchmarks and four (4) column building offsets. Provide all layouts from initial control points as required for elevations and building dimensions.

C. **The Electrical Contractor will connect (1) pigtail supplied by the Terrazzo Contractor one time, and disconnect it when complete at a 208V, 3 phase temp. power panel. It will be the responsibility of the Terrazzo Contractor to get the 208V, 3phase power from the temp. power panel (located under our trailers in the NW corner of the site) to their work area (by utilizing SO cord and such).**

D. Contractor to provide all necessary scaffolds and hoisting as required for the performance of this Work.

E. Furnish and install all terrazzo flooring and base as shown on the contract documents and indicated in the project specifications, including but not limited to specified aggregate, divider strips, accessories, etc.

F. Include labor and material for all layout of floor patterns as shown on contract documents.

G. Furnish and install all transition strips between terrazzo flooring and other flooring materials.

H. Furnish and install precast terrazzo stair treads including terrazzo stair landings with tactile warning strips as shown on the contract drawings. **Include means and methods for attachment of precast terrazzo stair treads as approved by Architect.**

I. Furnish and install crack isolation membrane. Include crack isolation membrane under entire terrazzo floor area.

J. Terrazzo Contractor to include labor and material for moisture testing. ~~Include labor and material for moisture vapor barrier as required.~~ **Include an allowance of $25,000 in the bid for any remedial work required due to moisture content.**

K. Prior to the installation of any flooring materials, the Concrete Contractor and the Terrazzo Contractor must meet and agree on the locations where ~~latexing and~~ leveling, if excessive, may be required. However, minor ~~latexing and~~ leveling will be the responsibility of the Terrazzo Contractor. The lack of an agreement shall not delay the work. ~~**Terrazzo Contractor to include within the bid proposal epoxy floor patching over 24,000SF at 3/4" depth for any excessive leveling.**~~ **Terrazzo Contractor to include within the bid proposal 900 manhours and $20,000 material allowance for excessive epoxy floor leveling.**

L. Terrazzo Contractor to shot blast all concrete prior to installation of Terrazzo Work.

M. Furnish and install all joint types as shown on architectural drawings. Refer to A13.0A.



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~~N. Include labor and material for epoxy floor patching over 14,000SF of floor area that is to receive terrazzo flooring.~~

O. Furnish and install floor protection after installation of terrazzo. Floor protection should consist of non-absorbent craft paper with (2) rows of masonite down each side of the corridor. Include installation, maintenance, and removal of temporary floor protection.

P. Include labor and material for (2) 10'-0" by 20'-0" mock ups at the 1st Level of the building that includes all typical patterns, details, and accessories to be reviewed by Architect.

Q. Include a total of (6) Saturday work days above and beyond what is required by the Contract Schedule to be used at the discretion of the Construction Manager. Each Saturday should consist of (3) crews of (4) persons for a total of (12) trades people.

R. **Terrazzo Contractor to include caulking of joint at divider strip and Structural Glazed Tile Cove Base. Refer to L8/A13.0A.**

**3. The Scope of the Terrazzo Work specifically excludes the following:**

**A.** Sales Tax. For material that is part of the permanent building.

**4. The Scope of the Terrazzo is based on the following understandings, stipulations and/or clarifications:**

A. BID CHECKLIST: This subcontractor must be in full agreement to the following items for the bid to be considered responsive. Submit a Request for Information (RFI) five (5) days prior to the bid date with any issues or questions to the below items. A Bid Information Letter (BIL) will be issued with a response to all questions prior to the bid.

I. Use all specified material and include all items in **Terrazzo** 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 Contract Form #36 without modifications

IX. Include two completed (2) hard copies of the "Document Submittal Checklist" items and all associated documents – located in the Procedures Manual.

X. Include completed equipment rates with bid.



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XI. Include trade unions to be used for this work.

XII. On Site General Liability and Workers Compensation Insurance EXCLUDED (CCIP Project)

XIII. Agree to the Site Specific Safety Plan detailed in the Turner Procedures Manual.

XIV. Include all Hoisting, Rigging, and Scaffolding required for your Work

XV. Include all permits specific to your trade (Foundations and Building Permit by Turner/PBC)

XVI. Include 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 www.usgbc.org.



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## 5. UNIT PRICES

A. The supplied unit prices are applicable for changes in the Work. The unit prices are for Work complete and in place and include all costs such as material, labor, equipment, freight, taxes, insurance, fringe benefits, and overhead and profit. Turner reserves the right not to use any of the below stated unit prices and requested labor and material breakdowns. All unit prices shall be valid for both additive and deductive changes to the work. All unit prices, unless otherwise noted, are to include all incidental work normally required in connection with the particular type of work involved for the life of the project and would include, but not necessarily be limited to:

I. All engineering including calculations, detailing and shop drawings.

II. All material costs including an allowance for waste.

III. Providing all necessary accessories.

IV. All fabrication and shop costs.

V. All shop and field labor including supervision and engineering layout costs.

VI. All temporary utilities required including safety precaution.

VII. All costs of standby trades during or beyond normal working hours.

VIII. All escalation, bond premiums, overhead and profit, and insurance (with CCIP Program reflected.)

IX. All transportation and freight costs.

X. Quantities applied against Unit Prices will be neat plan measure without any further allowances for laps, waste, connections and accessories unless otherwise noted.

XI. All straight time equipment rental costs including oilers, fuel, operators, maintenance, insurance, delivery and removal from site.

XII. Unit Prices involving offsite operations include insurance, as offsite operations are not covered by CCIP.

**END OF SCOPE OF WORK**



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## BID INFORMATION LETTER #1

Date: 03/31/2010

**YOUR BID IS DUE:**
***Wednesday***
***April 7, 2010***
**Time: 1:30 PM CST**

**PROJECT:** **Ogden Replacement Elementary School:** Architectural Millwork & Casework; Terrazzo; Fluid Applied Flooring; Food Service Equipment, Painting Bidders

**LOCATION:** **24 West Walton Street, Chicago**

**DOCUMENT:** **1 page for Bid Information Letter, 14 Attachments**

Architectural Millwork & Casework; Terrazzo; Fluid Applied Flooring; Food Service Equipment Bidders –

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

A. **See attached Ogden Elementary School Contract Document List dated 03-30-2010. All pricing/bidding should include the drawings listed on the Contract Document List dated 03-30-2010.**

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**

| INITIALED FOR: | |
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# BID INFORMATION LETTER #2

Date: 04/02/2010

**YOUR BID IS DUE:**
***Friday***
***April 16, 2010***
**Time: 1:30 PM CST**

**PROJECT:** **Ogden Replacement Elementary School:** Architectural Millwork & Casework, Terrazzo, Fluid Applied Flooring, Food Service Equipment, Painting Bidders

**LOCATION:** **24 West Walton Street, Chicago**

**DOCUMENT:** **1 page for Bid Information Letter, 0 Attachments**

Architectural Millwork & Casework, Terrazzo, Fluid Applied Flooring, Food Service Equipment, Painting, 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: http://drop.io/ogdenschoolmarch. The password to view this site is: ogden**

A. **Please be advised that the bid due date has been changed. All bids are now due on FRIDAY, APRIL 16, 2010 at 1:30PM CST.**

B. **The cut off date for Pre Bid RFIs has been extended until Wednesday, April 7, 2010.**

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

**Sincerely,**

**Adam Dell**
**Turner Construction Company**
**312-327-2917 (office)**
**adell@tcco.com**

| INITIALED FOR: | |
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# BID INFORMATION LETTER #3

Date: 04/12/2010

**YOUR BID IS DUE:**
***Friday***
***April 16, 2010***
**Time: 1:30 PM CST**

**PROJECT:** **Ogden Replacement Elementary School:** Architectural Millwork & Casework; Terrazzo; Fluid Applied Flooring; Food Service Equipment, Painting Bidders

**LOCATION:** **24 West Walton Street, Chicago**

**DOCUMENT:** **1 page for Bid Information Letter, with attachments**

Architectural Millwork & Casework; Terrazzo; Fluid Applied Flooring; Food Service Equipment; Painting Bidders –

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

A. **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. **Architectural Millwork & Casework dated 04/12/2010**
    b. **Terrazzo dated 04/12/2010**
    c. **Fluid Applied Flooring dated 04/12/2010**
    d. **Food Service Equipment dated 04/12/2010**
    e. **Painting dated 04/12/2010**

B. **The website had an outdated Terrazzo Specification. Please see the attached updated Terrazzo Specification and include all new information with your bid.**

C. **Clarification for Food Service Equipment Bidders – the condensers and compressors are located within/on top of the locker units.**

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**

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## BID INFORMATION LETTER #4

Date: 04/14/2010

**YOUR BID IS DUE:**
***Friday***
***April 16, 2010***
**Time: 1:30 PM CST**

**PROJECT:** **Ogden Replacement Elementary School:** Architectural Millwork & Casework; Terrazzo Bidders

**LOCATION:** **24 West Walton Street, Chicago**

**DOCUMENT:** **1 page for Bid Information Letter**

Architectural Millwork & Casework; Terrazzo Bidders –

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

A. **Terrazzo Bidders – Reference Purchase Requisition dated 04/12/2010**
   a. **Section 2; Item K – DELETE sentence: "Terrazzo Contractor to include within the bid proposal epoxy floor patching over 24,000SF at ¾" depth for any excessive leveling." ADD sentence: "Terrazzo Contractor to include within the bid proposal 900 manhours and $20,000 material allowance for excessive epoxy floor leveling."**
   b. **Section 2; ADD Item R – ADD sentence: "Terrazzo Contractor to include caulking of joint at divider strip and Structural Glazed Tile Cove Base. Refer to L8/A13.0A."**

B. **Arch. Millwork & Casework Bidders – Reference Purchase Requisition dated 04/12/2010**
   a. **Section 2; Item U – ADD sentence: "This Contractor to furnish and install fire treated plywood backing behind plastic laminate paneling as required. Refer to A1/A10.1."**

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**

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# Ogden Elementary School
## Contract Document List: Dated 3-30-2010

| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| **Drawings** | | | | | |
| A1.1 | LOWER LEVEL PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.1A | LOWER LEVEL - PARTIAL FLOOR PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.1B | LOWER LEVEL - PARTIAL FLOOR PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.2 | FIRST FLOOR PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.2A | FIRST FLOOR - PARTIAL FLOOR PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.2B | FIRST FLOOR - PARTIAL FLOOR PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.3 | SECOND FLOOR PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.3A | SECOND FLOOR- PARTIAL FLOOR PLAN A | DR | 2/26/2010 | 10 | Addendum 4 |
| A1.3B | SECOND FLOOR- PARTIAL FLOOR PLAN B | DR | 3/12/2010 | B18 | Bulletin 18 |
| A1.4 | THIRD FLOOR PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.4A | THIRD FLOOR- PARTIAL FLOOR PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.4B | THIRD FLOOR- PARTIAL FLOOR PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.5 | ROOF PLANS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.5A | ROOF PLAN - PARTIAL LANDSCAPE PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A1.5A1 | ROOF PLAN - PARTIAL DRAINAGE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.5B | ROOF PLAN - PARTIAL LANDSCAPE PLAN B | DR | 2/26/2010 | 10 | Addendum 4 |
| A1.5B1 | ROOF PLAN - PARTIAL DRAINAGE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A1.5C | ROOF PLAN - PARTIAL FLOOR PLANS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A10.1 | INTERIOR DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A10.2 | INTERIOR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A10.3 | INTERIOR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A10.4 | INTERIOR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A10.5 | INTERIOR DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A10.6 | INTERIOR DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A10.7 | INTERIOR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A12.0 | DOOR SCHEDULE | DR | 2/26/2010 | 10 | Addendum 4 |
| A12.1 | DOOR SCHEDULE | DR | 2/26/2010 | 10 | Addendum 4 |
| A12.2 | WINDOW SCHEDULE | DR | 2/26/2010 | 10 | Addendum 4 |
| A12.3 | WINDOW SCHEDULE | DR | 2/26/2010 | 10 | Addendum 4 |
| A12.4 | WINDOW SCHEDULE | DR | 2/26/2010 | 10 | Addendum 4 |
| A13.0A | FINISH SCHEDULE AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A13.0B | FINISH SCHEDULE AND DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A13.1A | LOWER LEVEL- PARTIAL FINISH PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.1B | LOWER LEVEL- PARTIAL FINISH PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.2A | FIRST FLOOR- PARTIAL FINISH PLANA | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.2B | FIRST FLOOR- PARTIAL FINISH PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.3A | SECOND FLOOR- PARTIAL FINISH PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A13.3B | SECOND FLOOR- PARTIAL FINISH PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.4A | THIRD FLOOR- PARTIAL FINISH PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.4B | THIRD FLOOR- PARTIAL FINISH PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A13.5 | ROOF LEVEL- PARTIAL FINISH PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A13.6A | FINISH PLAN - ENLARGED | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A13.6B | FINISH PLAN - ENLARGED | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A13.6C | FINISH PLAN - ENLARGED | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A14.1 | GARAGE SIGNAGE SCHEDULE AND MOUNTING DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A14.2 | GARAGE SIGNAGE PLAN AND STRIPING DETAILS | DR | 2/26/2010 | 10 | Addendum 4 |
| A14.3 | GARAGE SIGNAGE SCHEDULE AND MOUNTING DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A15.0 | SIGNAGE SCHEDULE | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A15.0.1 | CAFETERIA SIGNAGE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A15.1 | EQUIPMENT SCHEDULE | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A15.2A | LOWER LEVEL- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENTPLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A15.2B | LOWER LEVEL- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |



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# Ogden Elementary School
## Contract Document List: Dated 3-30-2010

| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| A15.3A | FIRST FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A15.3B | FIRST FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A15.4A | SECOND FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A15.4B | SECOND FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENTPLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A15.5A | THIRD FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A15.5B | THIRD FLOOR- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A15.6A | ROOF- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A15.6B | ROOF- PARTIAL FURNITURE, SIGNAGE, AND EQUIPMENT PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.0A | CEILING FINISH SCHEDULE AND TYPICAL CEILING DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.0B | CEILING FINISH SCHEDULE AND TYPICAL CEILING DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.1A | LOWER LEVEL- PARTIAL REFLECTED CEILING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.1B | LOWER LEVEL- PARTIAL REFLECTED CEILING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.2A | FIRST FLOOR- PARTIAL REFLECTED CEILING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A2.2B | FIRST FLOOR- PARTIAL REFLECTED CEILING PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A2.3A | SECOND FLOOR- PARTIAL REFLECTED CEILING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A2.3B | SECOND FLOOR- PARTIAL REFLECTED CEILING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.4A | THIRD FLOOR- PARTIAL REFLECTED CEILING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.4B | THIRD FLOOR- PARTIAL REFLECTED CEILING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A2.5 | ROOF - REFLECTED CEILING PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A2.6 | ENLARGED REFLECTED CEILING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A3.1 | BUILDING ELEVATIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A3.2 | BUILDING ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A3.3 | BUILDING ELEVATIONS | DR | 2/19/2010 | B-5 | Bulletin No. 5 |
| A3.4 | BUILDING ELEVATIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A3.5 | MOCK-UP WALL | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A4.1 | BUILDING SECTIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A4.2 | BUILDING SECTIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A4.3 | BUILDING SECTIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A4.4 | BUILDING SECTIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A4.5 | BUILDING SECTIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A5.1 | WALL SECTIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| A5.2 | WALL SECTIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A5.3 | WALL SECTIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| A5.4 | WALL SECTIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| A5.5 | WALL SECTIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| A5.6 | WALL SECTIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| A5.7 | MECHANICAL COORDINATION SECTIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A5.8 | MECHANICAL COORDINATION SECTIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A6.1.1 | ENLARGED DETAILS - FOUNDATION | DR | 3/12/2010 | B17 | Bulletin 17 |
| A6.1.2 | ENLARGED DETAILS - FOUNDATION | DR | 3/12/2010 | B17 | Bulletin 17 |
| A6.2.1 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.10 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.11 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.12 | ENLARGED DETAILS - MASONRY | DR | 2/26/2010 | B8 | Bulletin 8 |

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# Ogden Elementary School
## Contract Document List: Dated 3-30-2010

| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| A6.2.13 | ENLARGED DETAILS - MASONRY | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A6.2.14 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.15 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.2 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.3 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.4 | ENLARGED DETAILS - MASONRY | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A6.2.5 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.6 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.7 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.8 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.2.9 | ENLARGED DETAILS - MASONRY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.1 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.2 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.3 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.4 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.5 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.6 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.3.7 | ENLARGED DETAILS - ALUMINUM CURTAIN WALL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.4.1 | ENLARGED DETAILS - STEEL CURTAIN WALL | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A6.4.2 | ENLARGED DETAILS - STEEL CURTAIN WALL | DR | 2/26/2010 | 10 | Addendum 4 |
| A6.4.3 | ENLARGED DETAILS - STEEL CURTAIN WALL | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A6.5.1 | ENLARGED DETAILS - ROOF | DR | 2/26/2010 | 10 | Addendum 4 |
| A6.5.2 | ENLARGED DETAILS - ROOF | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A6.5.3 | ENLARGED DETAILS - ROOF | DR | 2/15/2010 | 9 | Addendum No. 3 |
| A6.5.4 | ENLARGED DETAILS - ROOF | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A6.5.5 | ENLARGED DETAILS - ROOF | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A6.6.1 | ENLARGED DETAILS - CHILLER WELL | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A6.7.1 | ENLARGED DETAILS - ENTRY CANOPY | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A6.7.2 | ENLARGED DETAILS - ENTRY CANOPY | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A7.1.1 | ENLARGED STAIR PLANS AND SECTIONS - STAIR 1 | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.1.2 | ENLARGED STAIR PLANS AND SECTIONS - STAIR 2 | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.1.3 | ENLARGED STAIR PLANS AND SECTIONS - STAIR 3 | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.1.4 | ENLARGED STAIR PLANS AND SECTIONS - STAIR 4 AND STAGE STAIRS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.1.5 | ENLARGED STAIR PLANS, SECTIONS AND DETAILS STAIRS 5, 6 AND 7 | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A7.2.1 | TYPICAL STAIR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.2.2 | TYPICAL STAIR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.2.3 | TYPICAL STAIR DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A7.4.1 | ELEVATOR SECTION AND DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A7.4.2 | FUTURE ELEVATOR SECTION AND DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.1.1 | MULTI-PURPOSE ROOM ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.10.1 | LOADING DOCK ENLARGED PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.11.1 | FIRST FLOOR CORRIDOR NORTH ELEVATION | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.11.2 | FIRST FLOOR CORRIDOR SOUTH ELEVATION | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.11.3 | SECOND FLOOR CORRIDOR NORTH ELEVATION | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.11.4 | SECOND FLOOR CORRIDOR SOUTH ELEVATION | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.11.5 | THIRD FLOOR CORRIDOR NORTH ELEVATION | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.11.6 | THIRD FLOOR CORRIDOR SOUTH ELEVATION | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.12.1 | TOILET ROOM ENLARGED PLAN AND ELEVATIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.12.2 | TOILET ROOM ENLARGED PLANS AND ELEVATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.13.1 | STAIR ELEVATIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.2.1 | TYPICAL CLASSROOM ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.3.1 | K AND PRE K CLASSROOM ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |



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| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| A8.3.2 | K AND PRE K CLASSROOM ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.4.1 | ENLARGED ADMINISTRATION PLANS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.4.2 | ADMINISTRATION ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.5.1 | SCIENCE LAB ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.5.2 | COMPUTER LAB ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.6.1 | ART ROOM ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.6.2 | MUSIC ROOM ENLARGED PLAN AND ELEVATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| A8.7.1 | LIBRARY ENLARGED PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.7.2 | LIBRARY ELEVATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.8.1 | DINING ROOM AND KITCHEN ENLARGED PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.8.2 | DINING ELEVATIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| A8.9.1 | GYMNASIUM ENLARGED PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.9.2 | GYMNASIUM ELEVATIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A8.9.3 | GYMNASIUM ELEVATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A8.9.4 | STAGE ELEVATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| A9.1A | PARTITION TYPES | DR | 2/26/2010 | 10 | Addendum 4 |
| A9.1B | PARTITION TYPES | DR | 2/26/2010 | 10 | Addendum 4 |
| A9.2 | TYPICAL PARTITION DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| A9.3 | TYPICAL FIRESTOPPING DETAILS | DR | 2/26/2010 | 10 | Addendum 4 |
| A9.4 | TYPICAL FIRESTOPPING DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AD1.0 | SITE DEMOLITION & SALVAGE PLAN - FOR REFERENCE ONLY | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AD2.1 | DEMOLITION & SALVAGE ELEVATIONS - FOR REFERENCE ONLY | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS1.0 | ARCHITECTURAL SITE PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| AS1.1 | DIMENSIONED SITE PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS4.1.1 | ENLARGED ARCHITECTURAL SITE PLAN, SECTION AND DETAILS | DR | 3/8/2010 | B15 | Bulletin 15 |
| AS4.1.2 | ENLARGED ARCHITECTURAL SITE PLAN AND DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| AS4.1.3 | SITE DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| AS4.1.4 | ENLARGED ARCHITECTURAL SITE PLAN, SECTION AND DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| AS4.1.5 | SITE SECTIONS AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS4.1.6 | ENLARGED ARCHITECTURAL SITE PLAN, SECTION AND DETAILS | DR | 3/8/2010 | B15 | Bulletin 15 |
| AS4.2.1 | ENLARGED ARCHITECTURAL SITE PLAN, SECTION AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS4.2.2 | SITE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS4.3.1 | BUILDING ELEVATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS4.3.2 | SITE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| AS4.3.3 | SITE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| C0.0 | GENERAL NOTES AND LEGEND | DR | 1/6/2010 | 7 | 100% Construction Documents |
| C1.0 | DEMOLITION PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| C2.0 | DIMENSION PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| C3.0 | GRADING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| C3.1 | DETAILED GRADING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| C3.2 | SOIL EROSION & SEDIMENT CONTROL PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| C4.0 | UTILITY PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| C4.1 | OPERATIONS AND MAINTENANCE PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| C5.0 | DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| C5.1 | DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| C5.2 | DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| C5.3 | DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E0.0A | ELECTRICAL SYMBOLS AND ABBREVIATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E0.0B | ELECTRICAL SYMBOLS AND ABBREVIATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |

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| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| E1.0A | PARKING LEVEL LIGHTING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E1.0B | PARKING LEVEL LIGHTING PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| E1.1A | FIRST FLOOR LIGHTING PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E1.1B | FIRST FLOOR LIGHTING PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| E1.2A | SECOND FLOOR LIGHTING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| E1.2B | SECOND FLOOR LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E1.3A | THIRD FLOOR LIGHTING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| E1.3B | THIRD FLOOR LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E1.4A | ROOF LIGHTING PLAN A | DR | 3/17/2010 | B6 | Bulletin 6 |
| E1.4B | ROOF LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E2.0A | PARKING LEVEL POWER PLAN A | DR | 3/18/2010 | B20 | Bulletin 20 |
| E2.0B | PARKING LEVEL POWER PLAN B | DR | 2/26/2010 | B8 | Bulletin 8 |
| E2.1A | FIRST FLOOR POWER PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E2.1B | FIRST FLOOR POWER PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E2.2A | SECOND FLOOR POWER PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E2.2B | SECOND FLOOR POWER PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E2.3A | THIRD FLOOR POWER PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E2.3B | THIRD FLOOR POWER PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E2.4A | ROOF POWER AND EQUIPMENT PLAN A | DR | 3/17/2010 | B6 | Bulletin 6 |
| E2.4B | ROOF POWER AND EQUIPMENT PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E2.5 | ENLARGED ELECTRICAL PLANS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.0 | ELECTRICAL LOAD CALCULATION SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.1 | MECHANICAL EQUIPMENT SCHEDULES | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E3.10 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.11 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.12 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.13 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.14 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.2 | LIGHTING FIXTURE SCHEDULE | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.3 | LIGHTING FIXTURE SCHEDULE | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.4 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.5 | ELECTRICAL SCHEDULES | DR | 3/22/2010 | B21 | Bulletin 21 |
| E3.6 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.7 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E3.8 | ELECTRICAL SCHEDULES | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E3.9 | ELECTRICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.0 | ELECTRICAL ONE-LINE RISER DIAGRAM | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E4.1 | ELECTRICAL ONE-LINE RISER DIAGRAM | DR | 3/18/2010 | 11 | Addendum No. 5 |
| E4.10 | CLASSROOM LIGHTING CONTROL WIRING DIAGRAM AND NARRATIVE | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.2 | LIGHTING CONTROLS WIRING DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.3 | GROUNDING SYSTEM RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.4 | FIRE ALARM SYSTEM RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.5 | RESCUE ASSISTANCE RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.6 | INTERCOM SYSTEM RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.7 | INTRUSION DETECTION SYSTEM RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.8 | CLOCK SYSTEM RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E4.9 | DOOR HOLDER SYSTEM RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.1 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.10 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.2 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.3 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.4 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.5 | VOICE AND DATA DISTRIBUTION DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.6 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.7 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.8 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E5.9 | MDF POWER AND SYSTEM DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |



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| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| E6.1 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.2 | ELECTRICAL DETAILS. | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.3 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.4 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.5 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.6 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.7 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.8 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E6.9 | ELECTRICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.0A | PARKING LEVEL GENERAL LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.0B | PARKING LEVEL GENERAL LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.1A | FIRST FLOOR LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.1B | FIRST FLOOR LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.2A | SECOND FLOOR LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.2B | SECOND FLOOR LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.3A | THIRD FLOOR LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.3B | THIRD FLOOR LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.4A | ROOF LEVEL GENERAL LIGHTING ILLUMINANCE LEVELS PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.4B | ROOF LEVEL GENERAL LIGHTING ILLUMINANCE LEVELS PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E7.5 | SITE GENERAL LIGHTING ILLUMINANCE LEVELS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.1A | FIRST FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.1B | FIRST FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.2A | SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.2B | SECOND FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.3A | THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.3B | THIRD FLOOR EMERGENCY LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.4A | ROOF LEVEL EMERGENCY LIGHTING ILLUMINANCE PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| E8.4B | ROOF LEVEL EMERGENCY LIGHTING ILLUMINANCE PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| ES.1 | ELECTRICAL SITE PLAN | DR | 3/22/2010 | B27 | Bulletin 27 |
| FP0.0 | FIRE PROTECTION SYMBOLS & ABBREVIATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FP1.0A | PARKING LEVEL FIRE PROTECTION PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.0B | PARKING LEVEL FIRE PROTECTION PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.1A | FIRST FLOOR FIRE PROTECTION PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.1B | FIRST FLOOR FIRE PROTECTION PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.2A | SECOND FLOOR FIRE PROTECTION PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FP1.2B | SECOND FLOOR FIRE PROTECTION PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| FP1.3A | THIRD FLOOR FIRE PROTECTION PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.3B | THIRD FLOOR FIRE PROTECTION PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.4A | ROOF FIRE PROTECTION PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP1.4B | ROOF FIRE PROTECTION PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| FP2.0 | FIRE PROTECTION SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FP3.0 | FIRE PROTECTION DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FP4.0 | FIRE PROTECTION RISER DIAGRAM | DR | 2/5/2010 | 8 | Addendum No. 1 |
| FS1.0 | EQUIPMENT PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FS1.1 | PLUMBING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FS1.2 | ELECTRICAL PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |



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|---|---|---|---|---|---|
| FS1.3 | SPECIAL CONDITIONS PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| FS1.4 | DETAIL SHEET | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.1 | TITLE SHEET AND LOCATION MAPS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.2 | DRAWING INDEX | DR | 2/5/2010 | 8 | Addendum No. 1 |
| G0.3 | GENERAL NOTES, ABBREVIATIONS, LEGENDS AND SYMBOLS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.4 | TYPICAL MOUNTING HEIGHTS AND ACCESSIBILITY NOTES | DR | 2/5/2010 | 8 | Addendum No. 1 |
| G0.5.1 | ZONING AND BUILDING CODE MATRIX | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.5.2 | OCCUPANCY COUNT AND CODE MATRIX | DR | 2/26/2010 | 10 | Addendum 4 |
| G0.5.3 | CODE MATRIX | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.5.4 | INCLUSIVE PLAYGROUNDS RATING SYSTEM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.6 | CONTEXT PHOTOS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G0.7 | LIGHT AND VENT SCHEDULE | DR | 2/26/2010 | 10 | Addendum 4 |
| G1.0 | LIFE SAFETY GENERAL NOTES AND CALCULATIONS | DR | 2/26/2010 | 10 | Addendum 4 |
| G1.1 | LIFE SAFETY SITE PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G1.2 | LIFE SAFETY AND FIRE PARTITION PLANS, AND CALCULATIONS - LOWER LEVEL | DR | 1/6/2010 | 7 | 100% Construction Documents |
| G1.3 | LIFE SAFETY AND FIRE PARTITION PLANS AND CALCULATIONS - FIRST FLOOR | DR | 2/26/2010 | 10 | Addendum 4 |
| G1.4 | LIFE SAFETY AND FIRE PARTITION PLANS AND CALCULATIONS - SECOND FLOOR | DR | 3/18/2010 | 11 | Addendum 5 |
| G1.5 | LIFE SAFETY AND FIRE PARTITION PLANS AND CALCULATIONS - THIRD FLOOR | DR | 2/26/2010 | 10 | Addendum 4 |
| G1.6 | LIFE SAFETY AND FIRE PARTITION PLANS AND CALCULATIONS - ROOF | DR | 2/26/2010 | 10 | Addendum 4 |
| L1.0 | LANDSCAPE SOIL PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L1.1 | LANDSCAPE SITE PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L1.2 | LANDSCAPE PLANTING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L1.3 | LANDSCAPE IRRIGATION PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L1.4 | GREEN ROOF DIMENSION PLAN WEST | DR | 2/15/2010 | 9 | Addendum No. 3 |
| L1.5 | GREEN ROOF DIMENSION PLAN EAST | DR | 2/15/2010 | 9 | Addendum No. 3 |
| L1.6 | GREEN ROOF GRADING AND PLANTING PLAN | DR | 2/15/2010 | 9 | Addendum No. 3 |
| L1.7 | EXTENSIVE GREEN ROOF PLANS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L1.8 | GREEN ROOF DETAILS | DR | 2/15/2010 | 9 | Addendum No. 3 |
| L2.1 | LANDSCAPE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L3.1 | SITE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| L3.2 | SITE DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.0A | PARKING LEVEL LIFE SAFETY LIGHTING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.0B | PARKING LEVEL LIFE SAFETY LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.1A | FIRST FLOOR LIFE SAFETY LIGHTING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.1B | FIRST FLOOR LIFE SAFETY LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.2A | SECOND FLOOR LIFE SAFETY LIGHTING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.2B | SECOND FLOOR LIFE SAFETY LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.3A | THIRD FLOOR LIFE SAFETY LIGHTING PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.3B | THIRD FLOOR LIFE SAFETY LIGHTING PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.4A | ROOF LIFE SAFETY LIGHTING PLANA | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.4B | ROOF LIFE SAFETY LIGHTING PLANB | DR | 1/6/2010 | 7 | 100% Construction Documents |
| LS.5 | LIFE SAFETY SYSTEM ONE-LINE RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M0.0 | MECHANICAL SYMBOLS & ABBREVIATIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M1.0A | PARKING LEVEL MECHANICAL DUCTWORK PLAN | DR | 3/22/2010 | B25 | Bulletin 25 |
| M1.0B | PARKING LEVEL MECHANICAL DUCTWORK PLAN | DR | 3/22/2010 | B25 | Bulletin 25 |
| M1.1A | FIRST FLOOR MECHANICAL DUCTWORK PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| M1.1B | FIRST FLOOR MECHANICAL DUCTWORK PLAN | DR | 3/24/2010 | B28 | Bulletin 28 |
| M1.2A | SECOND FLOOR MECHANICAL DUCTWORK PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| M1.2B | SECOND FLOOR MECHANICAL DUCTWORK PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| M1.3A | THIRD FLOOR MECHANICAL DUCTWORK PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| M1.3B | THIRD FLOOR MECHANICAL DUCTWORK PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |

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| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| M1.4A | ROOF MECHANICAL DUCTWORK PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M1.4B | ROOF MECHANICAL DUCTWORK PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.0A | PARKING LEVEL MECHANICAL PIPING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.0B | PARKING LEVEL MECHANICAL PIPING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.1A | FIRST FLOOR MECHANICAL PIPING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.1B | FIRST FLOOR MECHANICAL PIPING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.2A | SECOND FLOOR MECHANICAL PIPING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M2.2B | SECOND FLOOR MECHANICAL PIPING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.3A | THIRD FLOOR MECHANICAL PIPING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M2.3B | THIRD FLOOR MECHANICAL PIPING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M2.4A | ROOF MECHANICAL PIPING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M2.4B | ROOF MECHANICAL PIPING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M3.0 | MECHANICAL SCHEDULES | DR | 3/18/2010 | 11 | Addendum No. 5 |
| M3.1 | MECHANICAL SCHEDULES | DR | 2/26/2010 | 10 | Addendum 4 |
| M3.2 | MECHANICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M3.3 | MECHANICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M3.4 | MECHANICAL SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M4.0 | MECHANICAL DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M4.1 | MECHANICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M4.2 | MECHANICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M4.3 | MECHANICAL DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M4.4 | MECHANICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M4.5 | MECHANICAL DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M5.0 | SECOND FLOOR MECHANICAL ENLARGED PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M5.1 | THIRD FLOOR MECHANICAL ENLARGED PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M5.2 | SECOND FLOOR MECHANICAL SECTIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M5.3 | THIRD FLOOR MECHANICAL SECTIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.0 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.1 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.10 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.2 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.3 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.4 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.5 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.6 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.7 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M6.8 | MECHANICAL CONTROLS DIAGRAMS | DR | 3/24/2010 | B28 | Bulletin 28 |
| M6.9 | MECHANICAL CONTROLS DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M7.0 | MECHANICAL AIR RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| M7.1 | MECHANICAL CHILLED WATER RISER DIAGRAM | DR | 2/5/2010 | 8 | Addendum No. 1 |
| M7.2 | MECHANICAL HOT WATER RISER DIAGRAM | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P0.0 | PLUMBING SYMBOLS & ABBREVIATIONS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P0.1 | PLUMBING SITE PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| P0.2A | UNDERGROUND PLUMBING PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P0.2B | UNDERGROUND PLUMBING PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.0A | PARKING LEVEL PLUMBING PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.0B | PARKING LEVEL PLUMBING PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.1A | FIRST FLOOR PLUMBING PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.1B | FIRST FLOOR PLUMBING PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.2A | SECOND FLOOR PLUMBING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P1.2B | SECOND FLOOR PLUMBING PLAN B | DR | 2/26/2010 | 10 | Addendum 4 |
| P1.3A | THIRD FLOOR PLUMBING PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.3B | THIRD FLOOR PLUMBING PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P1.4A | ROOF PLUMBING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P1.4B | ROOF PLUMBING PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P1.5A | UPPER ROOF PLUMBING PLAN A | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P1.5B | UPPER ROOF PLUMBING PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P2.0 | PLUMBING SCHEDULES | DR | 2/5/2010 | 8 | Addendum No. 1 |

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| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| P2.1 | PLUMBING SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| P3.0 | PLUMBING DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P3.1 | PLUMBING DETAILS | DR | 3/12/2010 | B17 | Bulletin 17 |
| P3.2 | PLUMBING DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P3.3 | PLUMBING DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| P4.0 | PLUMBING RISER DIAGRAM | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P4.1 | PLUMBING RISER DIAGRAM | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P4.2 | PLUMBING RISER DIAGRAM | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P4.3 | PLUMBING RISER DIAGRAM | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P4.4 | PLUMBING RISER DIAGRAM | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P4.5 | PLUMBING RISER DIAGRAM | DR | 1/6/2010 | 7 | 100% Construction Documents |
| P5.1 | ENLARGED PLUMBING PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P5.2 | ENLARGED PLUMBING PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| P5.3 | ENLARGED PLUMBING PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| P5.4 | ENLARGED PLUMBING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| P5.5 | ENLARGED PLUMBING PLAN | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S0.1 | GENERAL STRUCTURAL NOTES | DR | 3/12/2010 | B17 | Bulletin 17 |
| S0.2 | GENERAL STRUCTURAL NOTES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S0.3 | LOAD DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S0.4 | LOAD DIAGRAMS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.0 | CAISSON PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.0A | CAISSON - PARTIAL FLOOR PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.0B | CAISSON - PARTIAL FLOOR PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.1 | BASEMENT/FOUNDATION PLAN | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.1.1 | CONCRETE WALL - ELEVATIONS | DR | 2/15/2010 | B-4 | Bulletin No. 4 |
| S1.1.2 | CONCRETE WALL - ELEVATIONS | DR | 3/5/2010 | B-9 | Bulletin No. 9 |
| S1.1.3 | CONCRETE WALL - ELEVATIONS | DR | 2/22/2010 | B-7 | Bulletin No. 7 |
| S1.1A | BASEMENT/FOUNDATION - PARTIAL FLOOR PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S1.1B | BASEMENT/FOUNDATION - PARTIAL FLOOR PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S1.2 | FIRST FLOOR FRAMING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S1.2A | FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN A | DR | 3/12/2010 | B17 | Bulletin 17 |
| S1.2A.1 | FIRST FLOOR REINFORCEMENT (NORTH-SOUTH) - | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S1.2A.2 | FIRST FLOOR REINFORCEMENT (EAST-WEST) - PARTIAL PLAN A | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.2B | FIRST FLOOR FRAMING - PARTIAL FLOOR PLAN B | DR | 3/12/2010 | B17 | Bulletin 17 |
| S1.2B.1 | FIRST FLOOR REINFORCEMENT (NORTH-SOUTH) - PARTIAL PLAN B | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S1.2B.2 | FIRST FLOOR REINFORCEMENT (EAST-WEST) - PARTIAL PLAN B | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S1.3 | SECOND FLOOR FRAMING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S1.3A | SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN A | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S1.3B | SECOND FLOOR FRAMING - PARTIAL FLOOR PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S1.4 | THIRD FLOOR FRAMING PLAN | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S1.4A | THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN A | DR | 2/25/2010 | B6 | Bulletin 6 |
| S1.4B | THIRD FLOOR FRAMING - PARTIAL FLOOR PLAN B | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S1.5 | ROOF FRAMING PLAN | DR | 2/15/2010 | 9 | Addendum No. 3 |
| S1.5A | ROOF FRAMING - PARTIAL FLOOR PLAN A | DR | 2/25/2010 | B6 | Bulletin 6 |
| S1.5B | ROOF FRAMING - PARTIAL FLOOR PLAN B | DR | 3/10/2010 | B15 | Bulletin 15 |
| S1.6 | MISCELLANEOUS FRAMING PLANS | DR | 2/26/2010 | B8 | Bulletin 8 |
| S1.7 | MISCELLANEOUS FRAMING PLANS | DR | 2/25/2010 | B6 | Bulletin 6 |
| S1.8 | MISCELLANEOUS FRAMING PLANS AND ELEVATIONS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S2.1 | CAISSON DETAILS AND SCHEDULES | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S2.2 | GRADE BEAM DETAILS AND SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S2.3 | FOUNDATION DETAILS | DR | 2/22/2010 | B-7 | Bulletin No. 7 |
| S2.4 | FOUNDATION DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S2.5 | FOUNDATION DETAILS | DR | 3/10/2010 | B15 | Bulletin 15 |
| S2.6 | FOUNDATION DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |



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| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| S2.7 | FOUNDATION DETAILS | DR | 3/10/2010 | B15 | Bulletin 15 |
| S3.1 | CONCRETE SLAB SECTIONS AND DETAILS | DR | 3/12/2010 | B19 | Bulletin 19 |
| S3.2 | CONCRETE SCHEDULES AND DETAILS | DR | 3/10/2010 | B15 | Bulletin 15 |
| S3.3 | CONCRETE SCHEDULES AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S4.0 | COLUMN AND BASE PLATE SCHEDULE | DR | 3/12/2010 | B19 | Bulletin 19 |
| S4.1 | FRAMING SECTIONS AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S4.2 | FRAMING SECTIONS AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S4.3 | FRAMING SECTIONS AND DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S4.4 | FRAMING SECTIONS AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S4.5 | FRAMING SECTIONS AND DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S4.6 | FRAMING SECTIONS AND DETAILS | DR | 3/18/2010 | 11 | Addendum No. 5 |
| S4.7 | FRAMING SECTIONS AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S4.8 | FRAMING SECTIONS AND DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| S4.9 | FRAMING SECTIONS AND DETAILS | DR | 2/25/2010 | B6 | Bulletin 6 |
| S5.1 | SECTIONS, DETAILS AND BRACING ELEVATIONS | DR | 2/26/2010 | B8 | Bulletin 8 |
| S6.1 | MASONRY DETAILS AND SCHEDULES | DR | 2/25/2010 | B6 | Bulletin 6 |
| S6.2 | MASONRY DETAILS | DR | 2/5/2010 | 8 | Addendum No. 1 |
| S6.3 | EXTERIOR MASONRY WALL ELEVATIONS | DR | 2/19/2010 | B-5 | Bulletin No. 5 |
| S6.4 | EXTERIOR MASONRY WALL ELEVATIONS | DR | 2/26/2010 | B8 | Bulletin 8 |
| TH1.1 | THEATRE LIGHTING - PLANS AND SECTIONS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| TH2.1 | THEATRE LIGHTING - CONTROL RISER DIAGRAM AND SCHEDULES | DR | 1/6/2010 | 7 | 100% Construction Documents |
| TH3.1 | THEATRE LIGHTING - DETAILS | DR | 1/6/2010 | 7 | 100% Construction Documents |
| TH4.1 | THEATRE RIGGING - PLAN AND SECTION | DR | 1/6/2010 | 7 | 100% Construction Documents |
| | **Specifications** | | | | |
| 00200 | Information Available to Bidders (Deviation), Geotechnical Report dated 9/28/09 & 11/9/09, Ogden School Salvage List | SPEC | 2/15/2010 | 7 | Addendum 002 |
| 01001 | LEED Consultant (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01014 | Erosion and Sedimentation Control | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01331 | Cx Submittal Procedures | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01352 | LEED Requirements (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01400 | Quality Control Procedures and Product Standards | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01510 | Commission Representative Field Offices (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01524 | Construction Waste Management (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01730 | Operating and Maintenance Data (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01770 | Closeout Procedures | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 01783 | Cx Project Record Documents | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01784 | Cx Operation and Maintenance Data | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01800 | Project Record Documents | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01810 | Commissioning Process | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01811 | Cx Pre-Functional Checklists | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01812 | Cx Functional Performance Testing | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 01821 | Cx Demonstration and Training | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02116 | UST Removal | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02222 | Excavating, Backfilling, and Compacting for Utilities | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 02300 | Earthwork | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 02316 | Soil Management and Handling | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02317 | Special, Nonhazardous Special and Hazardous Waste Soil Removal and Disposal | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02318 | Acceptance of Backfill, Top Soil, and CU Structural Soil | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02464 | Caissons | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02513 | Portland Cement Concrete Paving | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02700 | Sewerage and Drainage | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 02707 | Water Service | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02730 | Permeable Interlocking Concrete Pavers (Deviation) | SPEC | 2/5/2010 | 8 | Addendum No. 1 |



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|---|---|---|---|---|---|
| 02792 | Playground Surface Systems | SPEC | 2/15/2010 | 9 | Addendum No. 3 |
| 02810 | Irrigation System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02822 | Ornamental Fence | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02834 | Decorative Fencing System and Playground Netting | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02860 | Outdoor Acoustical Panels (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02870 | Site Furnishings (Deviation | SPEC | 2/15/2010 | 9 | Addendum No. 3 |
| 02900 | Landscaping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02901 | CU Structural Soilfor Landscape | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02930 | Intensive Green Roof Landscaping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 02960 | Green Trellis System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 03300 | Cast-in-place Concrete | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 03410 | Plant-Precast Structural Concrete | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 03542 | Cement-Based Underlayment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 04200 | Unit Masonry | SPEC | 3/18/2010 | 11 | Addendum No. 5 |
| 04903 | Ornamental Stone Restoration and Cleaning | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 05120 | Structural Steel | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 05311 | Steel Roof Deck | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 05312 | Steel Floor Deck | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 05400 | Cold-Formed Metal Framing | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 05500 | Metal Fabrications | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 05911 | Historic Treatment of Ornamental Metal Fencing | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 06101 | Carpentry | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 06110 | Gypsum Sheathing | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 06400 | Architectural Woodwork | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 06401 | Modular Casework (LEED) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07131 | Self-Adhering Sheet Waterproofing (Deviation) | SPEC | 2/15/2010 | 0 | Addendum 002 |
| 07141 | Cold Fluid-Applied Waterproofing (Deviation) | SPEC | 2/15/2010 | 0 | Addendum 002 |
| 07170 | Bentonite Waterproofing (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07190 | Water Repellents | SPEC | 3/18/2010 | 11 | Addendum No. 5 |
| 07195 | Fluid-Applied Membrane Air Barrier | SPEC | 2/15/2010 | 0 | Addendum 002 |
| 07210 | Building Insulation | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07215 | Sprayed-On Thermal Insulation | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07415 | Composite Metal Panel System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07561 | Fluid-Applied Protected Membrane Roofing (Deviation) | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 07562 | Vegetated Extensive Roofing (Deviation) | SPEC | 2/15/2010 | 9 | Addendum No. 3 |
| 07570 | Traffic Coatings | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07620 | Flashing and Sheet Metal | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 07700 | Roof Accessories | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07811 | Sprayed Fire-Resistive Materials | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07841 | Through-Penetration Firestop Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 07842 | Fire-Resistive Joint Systems | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 07843 | Perimeter Fire Containment Systems | SPEC | 3/18/2010 | 11 | Addendum No. 5 |
| 07900 | Joint Sealants | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08110 | Steel Doors and Frames | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 08211 | Interior Flush Wood Doors | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08290 | Wood Door Cleaning and Restoration (Deviation) | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 08312 | Access Doors and Frames | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08333 | Overhead Coiling Service Doors | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08360 | Sectional Overhead Doors | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08520 | Aluminum Windows (New) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08660 | Interior Wire Mesh Window Guards | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08710 | Door Hardware | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 08716 | Automatic Door Operators | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08800 | Glazing | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 08840 | Plastic Glazing (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 08910 | Aluminum Window Walls | SPEC | 3/18/2010 | 11 | Addendum No. 5 |
| 08913 | Glazed Steel Curtain Walls | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09220 | Cement Plaster | SPEC | 1/6/2010 | 0 | 100% Construction Documents |



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|---|---|---|---|---|---|
| 09260 | Gypsum Board Systems | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 09270 | Drywall Shaft Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09300 | Tile | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09410 | Terrazzo | SPEC | 3/18/2010 | 11 | Addendum No. 5 |
| 09510 | Acoustical Ceilings (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09545 | Luminous Ceilings (Deviation) | SPEC | 3/18/2010 | 11 | Addendum No. 5 |
| 09644 | Wood Gymnasium Floor | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09648 | Wood Stage Floor | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09650 | Resilient Tile Flooring | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09678 | Resilient Wall Base | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09681 | Carpet Tile | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09841 | Acoustical Wall Panels | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09910 | LEED Finish Painting | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 09914 | Pavement Marking | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10101 | Visual Display Units | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10155 | Toilet Compartments | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10200 | Louvers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10351 | Flagpoles | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10401 | Parking Signage | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10425 | Metal Letters | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10431 | Exterior Signs | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10433 | Interior Signage | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10434 | Exterior Emergency Signs | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10500 | Metal Lockers (Elementary School) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10522 | Fire Extinguisher Cabinets and Accessories | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 10651 | Operable Panel Partitions | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10705 | Exterior Sun Control Devices | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 10801 | Toilet Accessories | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11010 | Maintenance Equipment Supports (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11062 | Stage Rigging | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11132 | Projection Screens | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11150 | Parking Access and Revenue Control System (PARCS) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11161 | Recessed Dock Levelers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11172 | Waste Compactors | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11400 | Food Service Equipment (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11482 | Scoreboards (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11491 | Gymnasium Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 11620 | Laboratory Sterilizers (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 12500 | Window Treatment - Shades | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 12503 | Motorized Shades | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 12660 | Telescoping Stands | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 12680 | Entrance Floor Mats (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 13080 | Concrete Floating Floor (Deviation) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 14210 | Electric Traction Elevators (Deviation) | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 14420 | WheelChair Lifts | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15010 | General Provisions For Mechanical Work | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15020 | Shop Drawings, Product Data and Samples | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15050 | Basic Mechanical Materials and Methods | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15051 | Miscellaneous Equipment and Work | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15055 | Motors | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15060 | Hangers and Supports | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15073 | Vibration Controls for Plumbing Piping and Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15074 | Vibration Controls For HVAC Piping and Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15076 | Identification For Plumbing Piping and Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15077 | Identification For HVAC Piping and Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15082 | Plumbing Insulation | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15083 | HVAC Insulation | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15110 | Valves | SPEC | 1/6/2010 | 0 | 100% Construction Documents |


| ISSUED FOR: | |
|---|---|
| SUBCTR | TURNER |

# Ogden Elementary School
## Contract Document List: Dated 3-30-2010

| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| 15124 | Expansion Fittings and Loops or HVAC Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15127 | Meters and Gages For HVAC Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15140 | Domestic Water Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15145 | Domestic Water Piping Specialties | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15150 | Sanitary Waste and Vent Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15155 | Drainage Piping Specialties | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15160 | Storm Drainage Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15181 | Hydronic Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15183 | Refrigerant Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15185 | Hydronic Pumps | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15189 | HVAC Water Treatment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15195 | Natural-Gas Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15221 | Chemical-Waste Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15305 | Fire-Suppression Piping | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15320 | Electric-Drive, Centrifugal Fire Pumps | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15410 | Plumbing Fixtures | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15441 | Domestic Water Pumps | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15444 | Packaged Booster Pumps | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15445 | Sewage Pumps | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15446 | Sump Pumps | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15486 | Fuel-Fired Water Heaters | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15513 | Condensing Boilers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15550 | Breechings, Chimneys, and Stacks | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15626 | Air-Cooled Scroll Water Chillers 130 Tons and Greater | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15725 | Modular Indoor Air-Handling Units | SPEC | 2/5/2010 | 8 | Addendum No. 1 |
| 15767 | Propeller Unit Heaters | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15769 | Radiant Heating Panels | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15815 | Metal Ducts | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15820 | Duct Accessories | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15837 | Centrifugal Fans | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15840 | Air Terminal Units | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15861 | Air Filters | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15950 | Building Automation System (BAS) General Exhibits | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15951 | BAS Basic Materials, Interface Devices, and Sensors | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15952 | BAS Operator Interfaces | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15953 | BAS Field Panels | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15954 | BAS Communication Devices | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15955 | BAS Software and Programming Exhibits | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15958 | Sequence of Operation | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15959 | BAS System Commissioning | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15965 | Variable Frequency Controllers (Drives) | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 15990 | Testing, Adjusting, and Balancing | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16010 | Basic Electrical Requirements | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16050 | Basic Electrical Materials and Methods | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16054 | Temporary Power and Communication Service | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16055 | Overcurrent Protective Device Coordination and Arc Flash Study | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16060 | Grounding and Bonding | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16075 | Electrical Identification | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16120 | Conductors and Cables | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16130 | Raceways and Boxes | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16140 | Wiring Devices | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16145 | Lighting Control Devices | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16190 | Hangers and Supports For Electrical Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16240 | Photovoltaic Power System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16264 | Static Uninterruptible Power Supply | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16289 | Transient Voltage Suppression | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16410 | Enclosed Switches and Circuit Breakers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |

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# Ogden Elementary School
## Contract Document List: Dated 3-30-2010

| Number | Title | Doc Type | Revision Date | Mark | Description |
|---|---|---|---|---|---|
| 16415 | Transfer Switches | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16420 | Enclosed Controllers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16441 | Switchboards | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16442 | Panelboards | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16443 | Motor-Control Centers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16461 | Low-Voltage Transformers | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16491 | Fuses | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16511 | Interior Lighting | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16521 | Exterior Lighting | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16555 | Stage Lighting | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16571 | Central Dimming Controls | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16572 | Modular Dimming Controls | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16621 | Packaged Natural Gas Generator | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16720 | Intrusion Detection System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16721 | Fire Alarm System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16726 | Public Address and Music Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16730 | Clock Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16740 | Telephone Service Entrance | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16750 | Assistive Listening Device Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16755 | Emergency Call System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16765 | Rescue Assistance Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16781 | CCTV System and Components | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 16950 | Testing | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17053 | Identification for Communications Systems | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17100 | Commissioning of Communications | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17200 | Communications General Requirements | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17216 | Cabinets, Racks and Enclosures | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17231 | Copper Backbone Cabling | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17232 | Optical Fiber Backbone Cabling | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17250 | Communications Horizontal Cabling | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17333 | Data Comm Wireless Access Points | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17723 | School Intercom and Program Equipment | SPEC | 1/6/2010 | 0 | 100% Construction Documents |
| 17780 | Media Management TV System | SPEC | 1/6/2010 | 0 | 100% Construction Documents |

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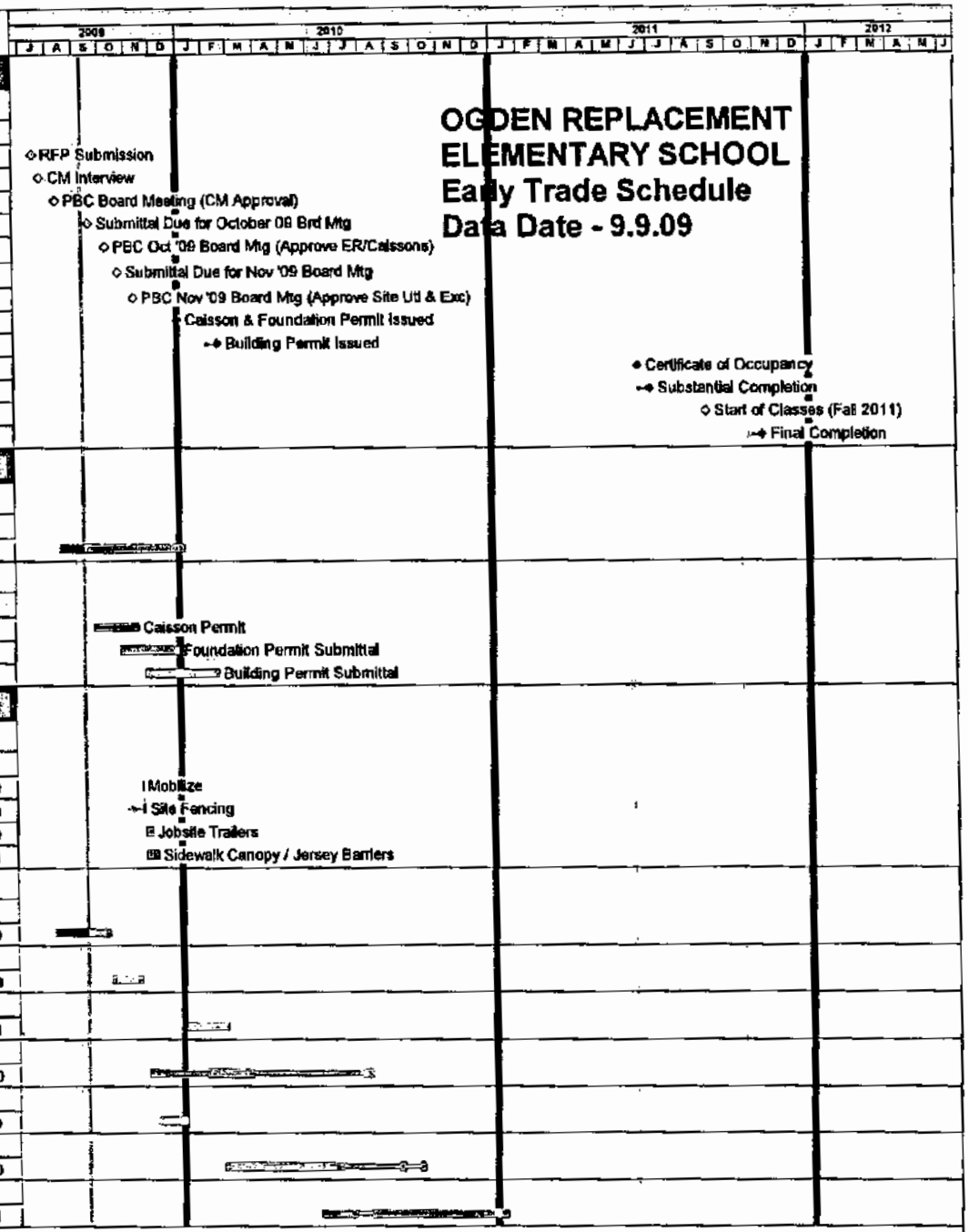
# OGDEN REPLACEMENT ELEMENTARY SCHOOL
## Early Trade Schedule
## Data Date - 9.9.09

| Act. ID | Description | Orig Dur | Rem Dur | Early Start | Early Finish |
|---|---|---|---|---|---|
| **PROJECT MILESTONES** | | | | | |
| 000010 | RFP Submission | 0 | 0 | 16JUL09 A | |
| 000020 | CM Interview | 0 | 0 | 24JUL09 A | |
| 000025 | PBC Board Meeting (CM Approval) | 0 | 0 | 11AUG09 A | |
| 000042 | Submittal Due for October 09 Brd Mtg | 0 | 0 | 18SEP09 * | |
| 000045 | PBC Oct '09 Board Mtg (Approve ER/Caissons) | 0 | 0 | 09OCT09 * | |
| 000047 | Submittal Due for Nov '09 Board Mtg | 0 | 0 | 23OCT09 * | |
| 000048 | PBC Nov '09 Board Mtg (Approve Site Util & Exc) | 0 | 0 | 10NOV09 * | |
| 000105 | Caisson & Foundation Permit Issued | 0 | 0 | | 31DEC09 |
| 000115 | Building Permit Issued | 0 | 0 | | 16FEB10 |
| 000117 | Certificate of Occupancy | 0 | 0 | | 17JUN11 |
| 000120 | Substantial Completion | 0 | 0 | | 01JUL11 |
| 000125 | Start of Classes (Fall 2011) | 0 | 0 | 06SEP11 * | |
| 000130 | Final Completion | 0 | 0 | | 08NOV11 |
| **DESIGN & PRECONSTRUCTION** | | | | | |
| **Design Schedule & Milestones** | | | | | |
| + | | | | | |
| | | 101 | 84 | 13AUG09 A | 07JAN10 |
| **Permitting** | | | | | |
| 000501 | Caisson Permit | 40 | 40 | 21SEP09 | 13NOV09 |
| 000505 | Foundation Permit Submittal | 50 | 50 | 21OCT09 | 31DEC09 |
| 000510 | Building Permit Submittal | 60 | 60 | 20NOV09 | 16FEB10 |
| **CONSTRUCTION** | | | | | |
| **Mobilization** | | | | | |
| 010000 | Mobilize | 1 | 1 | 16NOV09 | 16NOV09 |
| 010010 | Site Fencing | 3 | 3 | 17NOV09 | 19NOV09 |
| 010015 | Jobsite Trailers | 5 | 5 | 20NOV09 | 27NOV09 |
| 010020 | Sidewalk Canopy / Jersey Barriers | 10 | 10 | 20NOV09 | 04DEC09 |
| **Construction** | | | | | |
| +Environmental Abatement | | | | | |
| | | 43 | 20 | 03AUG09 A | 05OCT09 |
| +Demolition | | | | | |
| | | 28 | 28 | 07OCT09 | 13NOV09 |
| +Earth Retention | | | | | |
| | | 35 | 35 | 06JAN10 | 23FEB10 |
| +Excavation | | | | | |
| | | 183 | 183 | 20NOV09 | 09AUG10 |
| +Caissons | | | | | |
| | | 25 | 25 | 30NOV09 | 05JAN10 |
| +Concrete | | | | | |
| | | 165 | 165 | 17FEB10 | 07OCT10 |
| +Masonry | | | | | |
| | | 155 | 155 | 08JUN10 | 12JAN11 |

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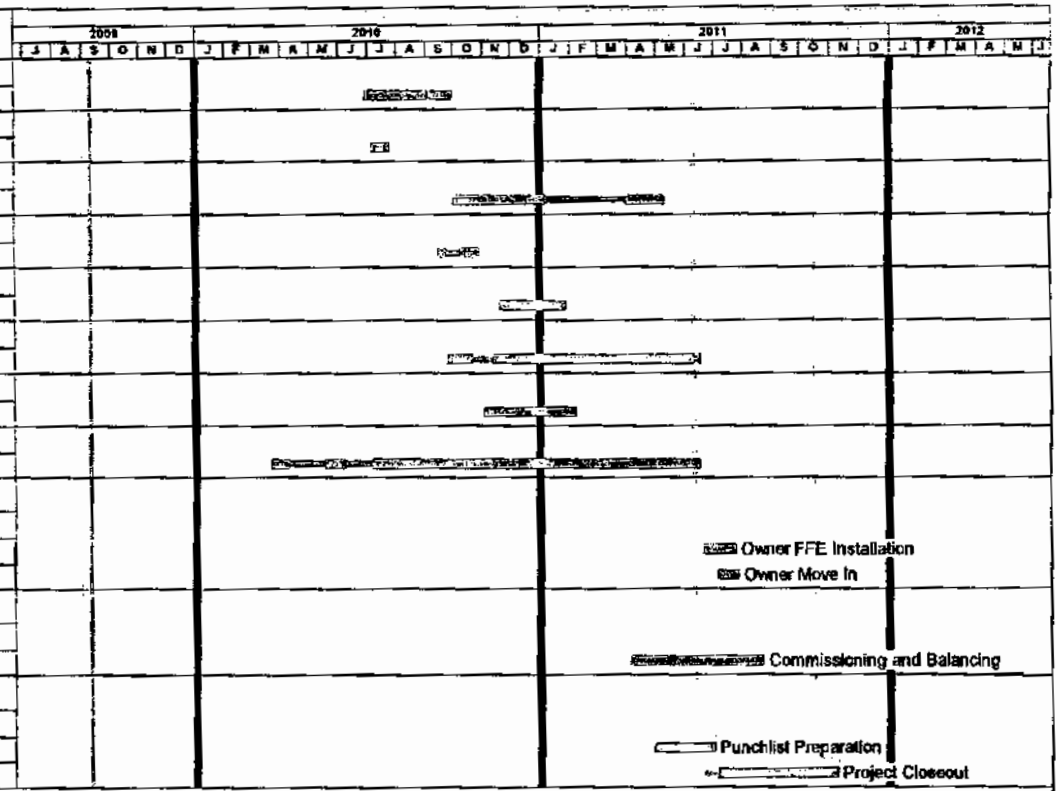
Ogden Replacement Elementary School

| Act. ID | Description | Orig Dur | Rem Dur | Early Start | Early Finish |
|---|---|---|---|---|---|
| +Structural Steel | | | | | |
| | | 67 | 67 | 29JUN10 | 30SEP10 |
| +Dampproofing and Waterproofing | | | | | |
| | | 15 | 15 | 06JUL10 | 26JUL10 |
| +Roofing | | | | | |
| | | 159 | 159 | 01OCT10 | 12MAY11 |
| +Fireproofing | | | | | |
| | | 34 | 34 | 14SEP10 | 29OCT10 |
| +Glazed Curtainwall | | | | | |
| | | 50 | 50 | 19NOV10 | 28JAN11 |
| +Interior Finishes | | | | | |
| | | 189 | 189 | 24SEP10 | 17JUN11 |
| +Vertical Transportation | | | | | |
| | | 68 | 68 | 03NOV10 | 07FEB11 |
| +General MEP | | | | | |
| | | 321 | 321 | 22MAR10 | 17JUN11 |
| **Owner Activities** | | | | | |
| 900000 | Owner FFE Installation | 25 | 25 | 20JUN11 | 25JUL11 |
| 900005 | Owner Move In | 18 | 18 | 05JUL11 | 28JUL11 |
| **Commissioning** | | | | | |
| 900040 | Commissioning and Balancing | 100 | 100 | 04APR11 | 23AUG11 |
| **Closeout** | | | | | |
| 900070 | Punchlist Preparation | 45 | 45 | 29APR11 | 01JUL11 |
| 900080 | Project Closeout | 90 | 90 | 05JUL11 | 08NOV11 |




Turner Construction Company
Ogden Replacement Elementary School

Start date 05AUG08
Finish date 08NOV11
Data date 09SEP09
Run date 11SEP09
Page number 2A
Project name Ogden-090909
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Early bar
Target bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point

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**Bids Due: April 16, 2010 @ 1:30PM CST**

# SUBCONTRACTOR BID FORM

## A. INSTRUCTIONS FOR BID PREPARATION AND BID DOCUMENT CHECKLIST

1. Two (2) originals of this Subcontractor Bid Form shall be prepared with original signatures and notarizations wherever required submitted in a sealed envelope.

2. All bids must be submitted on forms supplied by the Construction Manager and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the Subcontractor Bid Form or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made by the Bidder.

3. The Bidder's name, address, telephone and fax number should be clearly written on the Subcontractor Bid Form.

4. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from this Subcontractor Bid Form.

5. Two (2) originals of the following documents are required to be submitted with the Subcontractor Bid Form. Blank copies of the documents can be found in Exhibit 1 of the Procedures Manual. Please ensure that you have completed and attached the forms listed below and indicate such by placing a "✓" next to each item:

   a. ✓ Subcontractor Bid Form
   b. ✓ Schedule 2 – Affidavit of Non-Collusion
   c. N/A Schedule B – Joint Venture Affidavit (if applicable)
   d. ✓ Schedule C – Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier
   e. ✓ Schedule D – Affidavit of Prime Subcontractor Regarding MBE/WBE Participation.
   f. N/A Schedule E – Request for Waiver from MBE / WBE Participation (if applicable)
   g. ✓ Schedule 4 – Affidavit of Uncompleted Work
   h. ✓ Proof of Ability to Provide Offsite Insurance
   i. ✓ Completed CCIP Form 1

6. The apparent low Bidder is required to submit a fully executed Schedule 8 - Disclosure of Retained Parties within five (5) days after bid opening.

**SUBMITTED BY:** (Company Name)
(Hereinafter called "Bidder")

645 LUNT AVE. (Street Address)

ELK GROVE VILLAGE IL. 60007 (City, State and Zip)

PHILIP J. PHILLIPS (Contact)

PHIL@MTERRAZZO.COM (Email)

(847) 434-0700 (Area Code/Phone #)

(847) 434-0704 (Fax Number)

**B. LUMP SUM**

Lump Sum for **Terrazzo** Work as defined by the Contract Documents including the **Terrazzo** Requisition:

Labor Hours included in Bid 5760 hrs

**TOTAL LUMP SUM BID (Excluding W/C & On-Site GL Insurance)** $ 938,000.00

NINE HUNDRED THIRTY EIGHT THOUSAND & 00/100 DOLLARS
**TOTAL LUMP SUM BID (WRITE OUT)**

**TOTAL AWARD CRITERIA (Line 15 from next page)** $ 870,464.00

**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 | $938,000.00 |
| Line 2. | Percentage of the Journeyworkers hours that the Subcontractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50) | .30 |
| Line 3. | Multiply Line 2 by Line 1 by 0.04 | 11,256.00 ✓ |
| Line 4. | Percentage of total Apprentice hours that the Subcontractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50) | 0 |
| Line 5. | Multiply Line 4 by Line 1 by 0.03 | ~~28,140.00~~ 0 |
| 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) | ~~N/A~~ 0 |
| Line 7. | Multiply Line 6 by Line 1 by 0.01 | ~~N/A~~ 0 |
| Line 8. | Percentage of total Journeyworker hours that the Subcontractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10) | 0 |
| Line 9. | Multiply Line 8 by Line 1 by 0.04 | ~~37,520.00~~ 0 |
| Line 10. | Percentage of total Apprentice hours that the Subcontractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10) | 0 |
| Line 11. | Multiply Line 10 by Line 1 by 0.03 | ~~28,140.00~~ 0 |
| Line 12. | Percentage of the total Laborer hours that the Subcontractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10) | N/A |
| Line 13. | Multiply Line 12 by Line 1 by 0.01 | N/A |
| Line 14. | Summation of Lines 3, 5, ~~7~~, 9, 11, and ~~13~~ | ~~67,536.00~~ 11,256 |
| **Line 15.** | **Subtract Line 14 from Line 1 (= "Total Award Criteria")** | ~~870,464.00~~ 926,744 |



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## 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.**

| | Bidder Commitments | Trade Specific Goals |
|---|---|---|
| Minority Business Enterprise: | 25 % | 25% participation |
| Women Business Enterprise: | 5 % | 5% 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. SUPPLIERS/SUB-SUBCONTRACTORS:

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

1. FULLERTON INDUSTRIAL SUPPLY CO.
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

## 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. $ 35.00 SQ.FT.
2. $ —

## 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.



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## G. TRADE LABOR UNIONS UTILIZED IN THIS WORK

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

1. LOCAL 21-TERRAZZO
2. _____
3. _____
4. _____
5. _____
6. _____

## II. LONG LEAD ITEMS

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

1. PRECAST STAIRS- 8 /weeks
2. _____ /weeks
3. _____ /weeks
4. _____ /weeks
5. _____ /weeks
6. _____ /weeks
7. _____ /weeks
8. _____ /weeks
9. _____ /weeks
10. _____ /weeks

## I. BID INFORMATION LETTERS

- Bid Information Letter #1 dated 03-31-10
- Bid Information Letter #2 dated 04-02-10
- Bid Information Letter #3 dated 04-12-10

BIL #4



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## 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.

## K. BID EXECUTION

### 1. Subcontractor's Bid

The Subcontractor hereby acknowledges receipt of the Purchase Requisition for Bid Package **23** 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 **Terrazzo** at 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 **23.**

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 **23**, all of which shall be binding on the parties hereto.

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

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

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

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

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



INITIALED

INITIALED FOR: SUBCTR TURNER

FOR TURNER
FOR SUBCTR

**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.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Secretary _____ Chairman _____

**CONTRACTING PARTY** (Print or type names underneath all signatures)

METROPOLITAN TERRAZZO LLC
Subcontractor Name

645 LUNT AVE.
ELK GROVE VILLAGE, IL. 60007
Address

**If a Corporation:**

By _____
HELEN D. PHILLIPS

President
Title of Signatory

ATTEST:
By _____
MICHAEL PILOLLA

Secretary
Title

CORPORATE SEAL

**If a Partnership:**

Partner _____ Address _____

Partner _____ Address _____

Partner _____ Address _____

**If a Sole Proprietorship:**

Signature _____

**NOTARY PUBLIC**

County of Cook State of IL

Subscribed and sworn to before me on this day of 15th, Apr, 20 10.

Catherine A. Sztuk
Notary Public Signature

Commission Expires: 3/11/12

(SEAL)

OFFICIAL SEAL
CATHERINE A. SZTUK
Notary Public - State of Illinois
My Commission Expires Mar 11, 2012



INITIALED FOR: SUBCTR | TURNER

INITIALED

FOR TURNER
FOR SUBCTR

**3. Corporate Resolution (if a Corporation)**

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

METROPOLITAN TERRAZZO LLC,

a corporation duly organized and existing under the laws of the State of

ILLINOIS and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on

APRIL 15, 20 10, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated APRIL 15, 20 10 to the Public Building Commission of Chicago through its Construction Manager, for work under Contract No. PS1668 of said Commission:

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

President: HELEN D. PHILLIPS

Vice President: PHILIP J. PHILLIPS

Secretary: MICHAEL PILOLLA

Treasurer: MICHAEL PILOLLA

Assistant Secretary: _____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this 15th day of APRIL, 20 10.

_____
Secretary

# END OF BID FORM

## SCHEDULE 2 - Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

PHILIP J. PHILLIPS, being first duly sworn, deposes and says that:

(1) He/She is
OFFICER
(Owner, Partner, Officer, Representative or Agent) of
METROPOLITAN TERRAZZO LLC,
the Bidder that has submitted the attached Bid;

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

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

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

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

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

(Signed) PHILIP J. PHILLIPS

VICE PRESIDENT
(Title)
Subscribed and sworn to before me this 12th day of March 2010

(Title)
My Commission expires:

OFFICIAL SEAL
HELEN D PHILLIPS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/14/12

| INITIALED FOR: | |
|---|---|
| SUBCTR | TURNER |

## 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 | DeKelly H.S | NEW FAITH BAPTIST | CPS POWELL SCHOOL | CPS SOUTH SHORE | | |
| Contract With | NICHOLAS | POWER & SONS | SOLLITT | SOLLITT | | |
| Estimated Completion Date | 12/10 | 10/10 | 11/10 | 11/10 | | |
| Total Contract Price | 700,000 | 500,000 | 510,000 | 1,400,000 | 2,000,000 | 5,110,000 |
| Uncompleted Dollar Value if Firm is the GC | N/A | N/A | N/A | N/A | N/A | N/A |
| Uncompleted Dollar Value if Firm is a Subcontractor | 700,000 | 500,000 | 510,000 | 1,000,000 | 2,000,000 | 4,710,000 |
| | | | TOTAL VALUE OF ALL WORK | | | 5,110,000 |

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

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

| | 1 | 2 | 3 | 4 | Awards Pending | TOTALS |
|---|---|---|---|---|---|---|
| Earthwork | | | | | | |
| Demolition | | | | | | |
| Sewer and Drain | | | | | | |
| Foundation | | | | | | |
| Painting | | | N/A | | | |
| Struct. Steel (Bldg Const.) | | | | | | |
| Ornamental Steel (Bldg Construction) | | | | | | |
| Miscellaneous Concrete | | | | | | |
| Fireproofing | | | | | | |

| INITIALED FOR: | |
|---|---|
| SUBCTR | TURNER |

| | 1 | 2 | 3 | 4 | Awards Pending | TOTALS |
|---|---|---|---|---|---|---|
| Masonry | | | | | | |
| H.V.A.C. | | | | | | |
| Mechanical | | | | | | |
| Electrical | | | | | | |
| Plumbing | | | | | | |
| Roofing & Sheet Metal | | | | | | |
| Flooring & Tile Work | | | | | | |
| Drywall & Plaster Work | | | | | | |
| Ceiling Construction | | | | | | |
| Hollow Metal & Hardware | | | | | | |
| Glazing & Caulking | | | | | | |
| Miscellaneous Arch. Work | | | | | | |
| Landscaping | | | | | | |
| Fencing | | | | | | |
| Others (List) | | | | | | |
| TERRAZZO | (SAME AS PART 'A') | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTALS | | | | | | |

**C. Work Subcontracted to Others**

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

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

| | 1 | 2 | 3 | 4 | Awards Pending |
|---|---|---|---|---|---|
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | N/A | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| Subcontractor | | | | | |
| Type of Work | | | | | |
| Subcontract Price | | | | | |
| Amount Uncompleted | | | | | |
| TOTAL Uncompleted | | | | | |

INITIALED FOR:
SUBCTR | TURNER

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

## Affidavit of Uncompleted Work (continued)

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

Signature — Date: APRIL 15, 2010

PHILIP J. PHILLIPS — Name (Type or Print)

VICE PRESIDENT — Title

METROPOLITAN TERRAZZO LLC
Bidder Name

645 LUNT AVE.
Address

ELK GROVE VILLAGE, IL 60007
City State Zip

Subscribed and sworn to before me
this 14th day of April, 2010

Notary Public (SEAL)

Commission expires:

OFFICIAL SEAL
HELEN D PHILLIPS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/14/12

INITIATED FOR:
SUBCTR | TURNER

## SCHEDULE 8 - Disclosure Of Retained Parties

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

### A. Definitions and Disclosure Requirements

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

### B. Certification

Subcontractor hereby certifies as follows:

1 This Disclosure relates to the following transaction

Description of goods or services to be provided under Contract
TERRAZZO FLOORING

2. Name of Subcontractor:
METROPOLITON TERRAZZO LLC

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

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

| INITIALED FOR: | |
|---|---|
| SUBCTR | TURNER |

Retained Parties:

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

4. The Subcontractor understands and agrees as follows:

   a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Subcontractor's participation in the contract or other transactions with the Commission.

   b. If the Subcontractor is uncertain whether a disclosure is required, the Subcontractor must either ask the Commission whether disclosure is required or make the disclosure.

   c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Subcontractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments

INITIALED FOR:
SUBCTR
TURNER

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

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

Signature _____ Date MAY 21 2010

PHILIP J. PHILLIPS
Name (Type or Print)

VICE PRESIDENT
Title

Subscribed and sworn to before me this 21 ST. day of MAY 20 10 (SEAL)

Catherine A Sztuk
Notary Public

Commission expires: 3/11/12

OFFICIAL SEAL
CATHERINE A. SZTUK
Notary Public - State of Illinois
My Commission Expires Mar 11, 2012

INITIALED FOR:
SUBCTR | TURNER

PUBLIC BUILDING COMMISSION OF CHICAGO
Ogden Replacement Elementary School

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

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

Name of Project: OGDEN REPLACEMENT ELEM. SCHOOL

Project Number: CPS 36

FROM:

CITY COTTAGE GROUP MBE _____ WBE X
(Name of MBE or WBE)

TO:

METROPOLITAN TERRAZZO and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor
_____ a Partnership
X a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/01/09. 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:

TERRAZZO MATERIALS

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

ORDERED AS NEEDED - APPROX. VALUE $46,900.00

INITIALED FOR:

| | |
|---|---|
| SUBCTR | TURNER |

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

CITY COTTAGE GROUP
Name of MBE/WBE Firm (Print)

5/26/10
Date

(312) 842-4442
Phone

x [signature]
Signature

BARBARA RUEL
Name (Print)

IF APPLICABLE:
By:

N/A
Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ___

| INITIALED FOR: | |
|---|---|
| SUBCTR | TURNER |

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

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

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

Name of Project: OGDEN REPLACEMENT ELEM. SCHOOL

Project Number: CPS 36

FROM

FULLERTON INDUSTRIAL SUPPLY, INC. MBE X WBE _____
(Name of MBE or WBE)

TO:

METROPOLITAN TERRAZZO and Public Building Commission of Chicago
(Name of General Bidder)

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

_____ a Sole Proprietor _____X_____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6/15/09. 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.

TERRAZZO MATERIALS

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

ORDERED AS NEEDED - APPROX. VALUE $25,000.00

| INITIALED FOR: | |
|---|---|
| SUBCTR | TURNER |

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

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

**PARTIAL PAY ITEMS**
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

FULLERTON INDUSTRIAL SUPPLY
Name of MBE/WBE Firm (Print)

X
Signature

5-27-10
Date

LAUREN BELLAMBA
Name (Print)

773-525-3003
Phone

IF APPLICABLE:
By:

N/A
Joint Venture Partner (Print)

Signature

Date

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

Phone

INITIALED FOR:

| | |
|---|---|
| | |
| SUBCTR | TURNER |

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

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

**TO BE FILLED OUT BY PRIME SUBCONTRACTOR**

Name of Project: OGDEN REPLACEMENT ELEM. SCHOOL

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the VICE PRESIDENT
Title and duly authorized representative of

METROPOLITAN TERRAZZO LLC
Name of General Contractor whose address is
645 LUNT AVE.

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

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|---|---|---|---|
| | | MBE | WBE |
| FULLERTON INDUSTRIAL SUPPLY CO. | SUPPLIER TERRAZZO MATERIAL | $ 234,500.00 | $ 46,900.00 |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | | $ | $ |
| | Total Net MBE/WBE Credit | $ 234,500.00 | $ 46,900.00 |
| | Percent of Total Base Bid | 25 % | 5 % |

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

| INITIALED FOR: | |
|---|---|
| SUBCTR | TURNER |

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

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

### SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

By:

METROPOLITAN TERRAZZO LLC
Name of Prime Sub-Contractor (Print)

APRIL 15, 2010
Date

(847) 434-0700
Phone

Signature

PHILIP J. PHILLIPS
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ___

INITIALED FOR:
SUBCTR | TURNER

**Ogden Replacement Elementary School**
**Chicago, Illinois**
**Contract No. 16324**
**09400 - Terrazzo**
**Metropolitan Terrazzo LLC**

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

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

| INITIALED: | |
|---|---|
| SUBCTR | TURNER |

**Ogden Replacement Elementary School**
**Chicago, Illinois**
**Contract No. 16324**
**09400 - Terrazzo**
**Metropolitan Terrazzo LLC**

- ✓ **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: | |
|---|---|
| | |
| SUBCTR | TURNER |

**Ogden Replacement Elementary School**
**Chicago, Illinois**
**Contract No. 16324**
**09400 - Terrazzo**
**Metropolitan Terrazzo LLC**

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

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

| INITIALED: | |
|---|---|
| | |
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# FORMULA FOR CHANGES

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

Rev. 9/14/08

**LUMP SUM:**

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

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

**TIME & MATERIAL:**

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

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

**General**

1. Submission of estimates and costs shall be itemized in a form satisfactory to Turner to permit ready analysis and evaluation. On Time & Material Work, daily reports in duplicate showing all field and shop labor expended and/or material delivered, shall be submitted to Turner's job staff. Invoices shall be submitted monthly.
2. No overhead and profit will be permitted on the premium time portion of overtime work.
3. %'s shall apply to net differences in quantities for adds and deducts in any one change.
4. %'s applied by sub-subcontractors for Labor & Material shall not exceed those of subcontractors.
5. "Net Actual Cost" defined:
   - A. **LABOR**
     - I. Wages of labor, including foreman and general foreman, engaged in this work and directly on Subcontractor's payroll. Non-working foreman's costs shall be recovered in overhead %'s listed below.
     - II. Engineering and drafting performed with Turner's prior approval.
     - III. Fringe Benefits established by governing trade organizations.
     - IV. Federal Old Age Benefits, Federal and State Unemployment Taxes.
     - V. Net actual premium paid for Public Liability, Workmen's Compensation, Property Damage, and any other forms of insurance required by Turner.
   - B. **MATERIAL**
     - I. Net cost of construction materials and supplies delivered to site, including applicable Sales and/or Use Taxes, transportation costs, trade and cash discounts. (Note: Sales Tax is not applicable to transportation costs).
     - II. Costs of a special nature, approved in advance by Turner, such as for riggers, labor transportation, equipment rentals, royalties, permits, and other expenses of this nature.
6. %'s shall include the following overhead costs:
   - A. Supervision and Executive Expenses (both field and office supervision).
   - B. Small tools; incidental scaffolding, blocking, shores; appliances; subcontractor's trucks & drivers; etc.; and the expense of maintaining same.
   - C. Administrative expenses - clerical, accounting, etc., both at the Project and in the Subcontractor's office.
   - D. Project Managers, Engineering Costs, Shop Drawings, Proposal Preparation Review, Expediting Costs, etc.
   - E. Taxes required to be paid by the Subcontractor, but not included under the aforementioned "Net Actual Cost".
   - F. Foreman not directly performing physical performance of the work (non-working foreman).
7. %'s shall include all profit.

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**EXHIBIT 1 – SAMPLE ENROLLED Subcontractor Certificate of Insurance**

| ACORD® CERTIFICATE OF INSURANCE | ISSUE DATE: CURRENT DATE |
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| **PRODUCER**<br>Insurance Agent's Name<br>And Address<br>**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 AFFORDED BY THE POLICIES BELOW<br>**COMPANIES AFFORDING COVERAGE** |
| **INSURED**<br>Subcontractor's Name and Address<br>Sample Certificate for Enrolled Parties<br>Required Insurance | COMPANY A LETTER — INSURANCE CARRIER<br>COMPANY B LETTER<br>COMPANY C LETTER<br>COMPANY D LETTER |

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NO. | POLICY EFF. DATE MM/DD/YY | POLICY EXP. DATE MM/DD/YY | ALL LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☒ COMMERCIAL GEN. LIABILITY<br>☐ CLAIMS MADE ☒ OCCUR.<br>☐ OWNER'S & CONTRACTOR'S PROT.<br>☒ PER PROJECT AGGREGATE ENDORSEMENT | Policy Number | | | GENERAL AGGREGATE<br>PRODUCTS-COMP/OPS AGGREGATE<br>PERSONAL & ADVERTISING INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MEDICAL EXPENSE (Any one person) | 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 |
| A | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS<br>☒ NON-OWNED AUTOS | Policy Number | | | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE | $1,000,000<br>(Except in the State of New York - $2,000,000) |
| A | EXCESS LIABILITY<br>☒ UMBRELLA<br>☐ OTHER THAN UMBRELLA FORM | Policy Number | | | EACH OCCURRENCE<br>AGGREGATE | Limits as Stipulated in Turners contract with the Prime Subcontractor, or as otherwise instructed by Turner. If no indication is given, then the minimum required limits are $5,000,000 ($10,000,000 in New York State) |
| A | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | Policy Number | | | STATUTORY LIMITS @ (Project State)<br>(Each accident)<br>(Disease-policy limit)<br>(Disease-each employee) | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | OTHER: EQUIPMENT FLOATER | Policy Number | | | Limit equal to Full Coverage of Subcontractor's owned or rented machinery, equipment, tools, & temporary structures not designed to become a permanent part of the Work | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: RE: Work performed at the Turner Construction Ogden Replacement Elementary School Certificate Holders are Additional Insureds on a Primary and Non-contributing basis on the General Liability (ISO endorsement CG 20 10 11 85 or its equivalent), Automobile and Excess/Umbrella Liability Policies. Waiver of Subrogation in favor of Certificate Holders applies to all policies. GL and WC coverage apply off-site.

| CERTIFICATE HOLDER | CANCELLATION |
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| Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago, The Turner Corporation, Turner Construction Company, its officials, employees and agents and any wholly owned Subsidiaries or parent organizations, And all enrolled parties.<br>c/o Aon Risk Services, Inc.<br>1000 Milwaukee Ave.<br>Glenview, IL 60025<br>Attention: Mary Doyle | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~<br><br>**AUTHORIZED REPRESENTATIVE**<br>By: (original signature) |

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